

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, April 13, 2023



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, April 13, 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**
 - a. Sno-Isle Libraries Annual Update
 - b. Stanwood-Camano High School Update - Hunter Sparrow
- 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**

Comprehensive Plan and Municipal Code Projects Quarterly Report	6.1
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- 7. COUNCIL COMMITTEE REPORTS**

a. Economic Development Board Meeting Minutes – January 20, 2023	7.1
b. Finance Committee Meeting Minutes – March 23, 2023	7.3
c. Parks and Trails Advisory Committee Minutes – February 22, 2023	7.5
- 8. CONSENT AGENDA**

a. Approve Vouchers and Payroll Checks	8.1
b. Approve City Council Regular Meeting Minutes – March 23, 2023	8.5
- 9. UNFINISHED BUSINESS**
- 10. PUBLIC HEARING**

a. Six-Year Transportation Improvement Plan 2024-2029	10.1
i. Open Public Hearing	
ii. Adopt Resolution 2023-05 City of Stanwood Six-Year TIP 2024-2029	
b. Dish Wireless Lease Agreement	10.15
i. Open Public Hearing	
ii. Authorize the Mayor to Sign a Lease Agreement with Dish Wireless	
- 11. NEW BUSINESS**

a. Appointment of Salary Commission Members Sarah Oldow and Terrance Everett	11.1
b. Accept the Downtown Park Name of Railroad Park	11.5
c. Authorize the Mayor to Sign a Contract Amendment with MacKenzie for the 2023 City Hall and Police Station Renovation	11.11
d. Authorize the Mayor to Execute the Purchase of Property on 80 th Ave for Sidewalk Installation	11.35
e. Authorize the Mayor to Obtain Dedicated Right of Way on 92 nd Ave from Twin City Lanes for Sidewalk Installation and Road Widening	11.37
- 12. PUBLIC CLOSING COMMENTS**
- 13. EXECUTIVE/LEGISLATIVE REPORTS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember's Reports/Questions
- 14. RECESS TO EXECUTIVE SESSION: None Scheduled at this time**
- 15. ADJOURN**

Upcoming Meetings:

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

May 11, 2023, Special Workshop 5:00pm

May 11, 2023, Regular City Council Meeting 7:00pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: April 13, 2023

SUBJECT: 2024 Comprehensive Plan and Municipal Code Quarterly Update

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – City Council Quarterly Report

SUMMARY STATEMENT

The 2024 Comprehensive Plan and Municipal Code Update quarterly report is attached to this staff report for Council review.



CITY OF STANWOOD
2024 COMPREHENSIVE PLAN &
MUNICIPAL CODE UPDATE PROJECT

CITY COUNCIL
QUARTERLY REPORT

MEETING DATE: April 13, 2023

SUBJECT: 2024 Comprehensive Plan and Municipal Code
Quarterly Update

CONTACT PERSON: Patricia Love, Community Development Director

BACKGROUND

The Growth Management Act requires each city and county to review and update their Comprehensive Plans at least once every ten years. The legislature set a staggered schedule for cities and counties throughout the state to update their plans. Jurisdictions within King, Pierce, Kitsap and Snohomish County are required to update their plans by December 31, 2024. In addition, state law requires that the supporting development regulations be consistent with the Comprehensive Plan.

QUARTERLY REPORT PERIOD: January – March 2023

COMPREHENSIVE PLAN UPDATE

Last quarter, two land use alternatives were developed to address employment and housing targets, two virtual open houses were held, the economic development element and policies were drafted, and a capital improvement questionnaire was circulated.

This quarter work on the Comprehensive Plan including the following:

- The final draft of the Economic Development Element, Goals and Policies were reviewed by the Advisory Group, Community Development Committee and Planning Commission.
- The Capital Improvement Plan (CIP) survey results were compiled. Attached is a copy of the summary comments.
- Staff met to review the existing CIP project list and deleted those projects from the existing CIP that have been completed or are under design / construction with the 2023/2024 biennial budget.
- The Planning Commission held a working session on the CIP where they toured the city and marked up a map showing their recommended capital improvement projects. Next Quarter staff will be taking all of the public and committee comments and create a new list of capital improvement projects and draft implementation policies.
- First draft of Land Use Element and Policies were reviewed by the Advisory Group.

STANWOOD MUNICIPAL CODE UPDATE

The first three titles of the Municipal Code were adopted by Council at the end of March: Title 1 - General Provisions, Title 2 - Personnel, and a new proposed Title 4 – Administration. Additional work on the Municipal Code project included:

- Amendments to Titles 9 and 13 have been reviewed by staff, the City Attorney, Police Chief, Planning Commission, Advisory Group, and the Parks and Trails Advisory Group.
- Title 9: Public Peace, Morals, and Safety: Title 9 contains the laws and regulations enforced by the City's Police Department. 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. Below is the proposed Title reorganization.

Existing Title 9 Organization	Proposed Title 9 Organization
Assault Civil Emergency Crimes Against Property Disorderly Conduct Drug Paraphernalia Restrictions Intoxicating Liquor Emergency Response Code Recovery Houses of Prostitution Vagrancy Interference with or Impersonation of Police Officers Park Regulations Narcotic Drugs Public Indecency and Obscenity Public Nuisance and Disturbance Noises Jail Facilities	Anticipatory Offenses Offenses against Persons Offenses against Property Offenses against Public Morals Offenses against Public Order Offenses against Juveniles Domestic Violence Violations and Orders Substance Abuse Parks

- Title 13: Code Enforcement: Title 13 contains the general enforcement provisions for the entire Municipal Code for non-criminal proceedings. The entire Title was rewritten while keeping the focus on the mechanisms of civil enforcement without introducing substantive rule changes in this title. For ease of use and readability, this Title is being broken into multiple chapters as follows:

General Provisions	Procedures	Administrative Orders	Penalties and Remedies
▪ Policy ▪ Applicability ▪ Definitions ▪ Duty to enforce ▪ Joint and several liability	▪ Investigation— Right of entry ▪ Appeals	▪ General provisions ▪ Stop work / emergency orders ▪ Contents	▪ Voluntary compliance agreement ▪ Certificate of non-compliance

General Provisions	Procedures	Administrative Orders	Penalties and Remedies
		Service	- Civil infraction - Civil penalty - Abatement by the City (including liens) - Alternative remedies

- Staff prepared “observation memos” for Title 10, Vehicles and Traffic as well as the Street and Utility Standards. Observation Memos contain staff recommended changes and are then submitted to the consultant as a starting point for their work.

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 was open from November through 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 gained from this questionnaire will be used to create a new list of needed infrastructure improvements for the 2024 Comprehensive Plan which will form the basis for the Mayor and City Council to prioritize and budget city-wide improvements over the next 6-year and 20-year timeframes. 71 electronic responses to this questionnaire were received. Below is a summary of the comments received from this questionnaire.

School District Comments

- Stanwood High School
 - Concern about student safety crossing Hwy 532 before and after school. Bus drivers have witnessed a number of near misses.
- Twin City Elementary School
 - Students walking from Fox Hills neighborhood have a stretch with no sidewalks and poor lighting/overgrown brush along Pioneer Hwy approaching the intersection with 72nd. There are no curbs at the crosswalk where students wait to cross
 - Traffic speed concerns. Flashing school zone light would be beneficial.
- Stanwood Elementary School
 - Excessive speed typical on 102nd
 - The neighborhoods around the school have limited sidewalks.
 - Making the westernmost couple of parking spots on the north side of 273rd “No Parking” so busses can swing right to make the turn onto 104th would be beneficial.
- Cedarhome Elementary School
 - It would help to paint the curb in the no parking zone, or stripe where the signs recently went up.
- Stanwood Middle School
 - Blinking signs should be added at crosswalks.

Bike Lanes / Sidewalks / Pedestrian Trails

- Lack of safe pedestrian and bike access to downtown from North Stanwood, South Stanwood and East Stanwood, and public transit stops.
- Sidewalks are generally lacking. Many streets have them on only one side or sidewalks switch sides mid-block.

- Better sidewalk connectivity for school students. Sidewalk needed along Cedarhome Rd for high school students
- Heritage Park trail abruptly transitions from grass to concrete and ends at 92nd Ave with nowhere to go
- Existing sidewalks in SR 532 overpasses are narrow and immediately next to vehicle lanes - no buffer space.
- Pioneer Highway northbound has no sidewalks and no safe way to transition down the hill into downtown.
- Pedestrian access (either biking or walking) is needed from the fairgrounds to Pioneer Highway.
- There are no bike lanes or shoulders along the SR 532 bridges with vehicle speed limits at 50 mph putting bicyclists at risk. There is not space to walk a bicycle over the bridges.
- Along 80th Avenue and in uptown Stanwood, sidewalks are on different sides of the roads without a safe pedestrian crossing, and they end abruptly at random points.
- A complete sidewalk located on at least one side of 80th Avenue is needed
- Existing sidewalks have poor accessibility putting disabled people, children, and all pedestrians at greater risk.
- Old Pacific Highway does not have bike lanes or shoulders making bike-travel dangerous. Improved bike lanes can decrease the need for vehicular travel and parking.
- Many areas in the city have inadequate or incomplete safe walking paths. In areas without proper separation from vehicles, pedestrian safety decreases. A lack of pedestrian safety prevents residents from walking to stores.
- More walking trails all throughout the City
- There are many sidewalk gaps on busy streets forcing pedestrians to cross vehicular lanes of travel in order to continue walking on the sidewalk.
- Unsafe walking conditions for school students
- Existing sidewalks are too narrow and don't encourage pedestrian use.
- Need sidewalks in west downtown Stanwood
- Pedestrian paths are needed along to highway to Camano Island
- Pedestrian paths should have connectivity to public transit stops
- Longer length trails desired
- Trails and pedestrian paths from east Stanwood to west Stanwood are needed
- Safe pedestrian access is needed along the length of SR 532
- Concerns about the safety of students walking to school and/or events
- Pedestrian paths needed to downtown and local parks
- Stanwood is very auto oriented, needs more walkability
- Providing complete bike lanes will encourage non-motorized travel to local shops and restaurants
- Pedestrian access to Camano Island is needed
- Sidewalk connectivity needed along 284th Street NW
- Pedestrian crossings across 272nd Street NW
- The trails up near McDonalds need lots of maintenance to fix trail surfaces and vegetation
- If trails and bike lanes aren't expanded and maintained, non-motorized traffic will be forced into vehicle travel lanes
- Tree roots are causing sidewalks to uplift along 73rd Drive NW
- More walking trails that allow dogs

Bridges

- Consider adding pedestrian-only bridges along SR 532
- Lack of bridge capacity as population grows causing bottle neck
- The City should plan for a potential future need to elevate bridges including funding

City Hall / Police Station

- City Hall is nondescript and doesn't create a focal point for the community to be proud of
- Concerns regarding police capacity to serve the growing population of the City and the larger Stanwood-Camano region
- Concerns about increasing crime rates as population grows
- Keep police well-funded, trained, and with the appropriate resources necessary to keep Stanwood safe
- Police are not staffed or resourced for the additional growth of apartments. Concerns about crime rates associated with multi-family housing
- The City should invest in the police station to attract high-quality officers
- Police department should have enough resources through all hours of the day to serve and protect Stanwood's residents and businesses.
- Lack of police capacity could lead to "priority" calls decided only on location or severity; potentially leaving "non-priority" residents in unsafe situations.

Drainage / Sewer / Water

- Sewer bills are high
- Concerns about old water pipe infrastructure failing near north Pioneer Hwy
- Copper Station water pressure has gone down
- The lots in Copper Station were stripped down to the clay; all the topsoil was taken and sold by developers leaving the homeowners with soggy back yards and expensive drainage problems.
- Rising water/sewer bills that keep rising. People in Stanwood can't keep up with the rising cost of this issue.
- Concerns about bleach and fluoride contamination of water supply
- Water main is always breaking and flooding near 103rd Drive NW resulting in unexpected disruption of water service
- Concerns about hard water impacts on infrastructure and public health
- Lack of street drains on 272nd Street causing annual flooding
- Plans for extending sewer and water to 300th Street NW as population grows

Environmental

- Development needs to be environmentally sustainable
- Poison hemlock is pervasive throughout the City. Residents aren't aware of it resulting in children and pets touching and potentially ingesting this toxic plant.
- Concerns about smell pollution from Schenk Packing, Dettling Dairy, and Lenz Enterprises
- Earth-friendly practices should be implemented city-wide
- Desire for salmon restoration projects
- Present day planning should consider climate change and sea level rise

Flooding / Standing Water

- Stillaguamish River flooding downtown, damaging property, and interrupting food bank services
- Keep up efforts to reinforce the levees that protect west Stanwood
- Consider acquiring land in floodplain via eminent domain
- Concerns about flooding north of downtown if the dike fails and community fear over the dike system
- Concerns about the susceptibility of flooding from the Stillaguamish River and the condition/stability of levees. Levee failure could potentially result in flooding of downtown buildings and farmland
- Standing water north of pioneer hills
- Standing water in downtown Stanwood and neighboring streets
- Catch basins along 101st Avenue are not properly maintained resulting in flooding and standing water
- Concerns about the amount of new development occurring in the floodplain
- Flooding events are increasing in frequency and intensity and the dike system may not be prepared to handle large flooding events
- The high school field behind the stadium floods every winter. Standing water from the field then goes down the hill and floods the yards along the fence line
- Concerns about minor and major flooding of downtown
- Concerns about the cost of flood remediation
- 7300 Pioneer Hwy and 267th St east of the fire station have standing water covering the sidewalks after the rain, and when temps are near freezing in the fall/winter, these areas do not receive enough sunlight to melt the ice created by the standing water.
- East of the fire station along 267th Street NW, standing water covers the sidewalks when it rains and freezes in the winter without enough sunlight to melt the ice
- Concerns about flooding cutting off access from Camano Island to the mainland

Parks

- Heritage Park trail abruptly transitions from grass to concrete and ends at 92nd Ave with nowhere to go
- The City is growing fast and needs more parks
- Desire for public shoreline access on the Stillaguamish River
- Smaller, neighborhood parks are needed. Consider alternative funding sources such as community donations to get a bench dedicated, etc
- Lack of sidewalk connectivity and accessible pedestrian paths from residential neighborhoods to parks (ex. Church Creek Park)
- Desire for more infrastructure at city parks including playgrounds and restrooms
- Concerns about wasteful spending on parks as opposed to economic development
- City Hall Park needs improvements
- Pedestrian amenities such as benches should be placed along paths to parks
- Desire for a Parks and Recreation department
- Ovenell Park provides an opportunity for marine science-based education activities and events and should continue being developed
- Improve Heritage Park soccer fields and lighting
- A new public park site in the Cedarhome area should be considered due to the large amount of new housing developments in Uptown

- Church Creek Park needs more parking and a pedestrian crossing across 72nd
- Park management and park projects need more oversight and comprehensive planning to avoid potential conflicts between park uses and safety
- City parks should offer more than active recreational activities. Passive activities are lacking in Stanwood's parks. Examples of desired passive activities include water features, paths with looped trails, pavilions and shade structures, central gathering spaces, community garden, public art, and an amphitheater or sloped lawn for concerts.
- Heritage Park needs more parking for games

Roads

- City-wide
 - The majority of roads servicing Stanwood residents have been in need of repair
 - Increasing growth is increasing road congestion throughout Stanwood
 - Concerns about traffic congestion preventing emergency responders from responding in a timely manner to emergencies
 - Road repairs, including pothole repairs, should be done properly and high quality
 - EV Charging stations needed
 - New roundabouts should include landscaping, changes in elevation, and be well lit
 - Existing roads do not have the capacity to handle increasing population growth
 - Increasing traffic flow impacts road maintenance, reduces access to businesses in all areas of town, and increases accidents
 - Roads need to be widened with better lighting and striping
 - Concerns about winter road maintenance
 - In school areas, width of roads is narrowed when vehicles are parked awaiting child pickup. This restricts and backs up traffic in school areas.
 - Pedestrian street crossings are needed in many places due to the City's disjointed sidewalk system
- Uptown
 - Lots of roads are too narrow in the Cedarhome and Pioneer Hills area
 - The high school has caused traffic congestion on local, residential roads
 - Vehicles exceed posted speed limits, fly through stop signs, and make wide turns to avoid slowing down. Speed control measures are needed for pedestrian, pet, and vehicle safety.
 - Streetlights are placed too far apart to sufficiently provide light
 - North side of Jensen Road has a very large parking strip, appears to be striped incorrectly causing a driving hazard
 - 276th Street needs continuous sidewalks
- Downtown
 - 103rd Drive NW has no curbs or sidewalks. Adding them would improve parking and provide safe walking paths.
 - 102nd Avenue NW should not be a through street to Pioneer Highway. 102nd and Old Pacific were not designed for heavy traffic.
 - The roads between 103rd Drive NW to 100th Avenue NW are in poor condition with low lighting and no sidewalks
 - Parking is needed for downtown events
 - Pedestrian/bicyclist safety and connections to downtown

- Consider roundabouts near the 92nd intersection and 102nd intersection to mitigate traffic congestion
- Keep the aesthetic of the brick road in Downtown Stanwood
- A roundabout or bypass route is needed in west Stanwood to help alleviate commuter traffic through the west neighborhood as the route currently exists.
- 72nd Avenue NW
 - The high school causes a bottle neck with traffic congestion.
 - Concerns about drivers using 72nd Ave as an alternative route to SR 532
 - Sidewalks needed along Church Creek Park
 - Need sidewalk connectivity the entire length of 72nd
 - Concerns about traffic backup from left turns
- 80th Avenue NW
 - People walking and on bikes on 80th and Pioneer HWY and it's not safe. There's no shoulder and limited sight for drivers.
 - Too narrow and becoming more congested with residential growth in Stanwood
 - Many pedestrians walk along 80th and it is dangerous
 - A complete sidewalk on at least on side of 80th is needed
 - Risk of pedestrians getting hit by a car due to lack of sidewalks and low visibility from the hill
 - Poor sight distance at intersection of 80th Ave and 280th Street NW
 - The size and slope of the roundabout at 284th and 80th doesn't seem right and causes banking to the outside. The roundabout is poorly lit, disorienting, and not at all aesthetically pleasing to see no distinction in that center area of the roundabout.
- Cedarhome Road
 - Dangerous walking conditions due to lack of sidewalks
- Pioneer Highway
 - Sidewalks are needed, not just shoulder areas
 - Pioneer Highways should be improved to route traffic off of 102nd Avenue NW and Old Pacific Highway.
 - Pedestrian staircase at the triangle is in poor condition with steps uneven and needing repair making it difficult for pedestrians.
 - Sidewalk connectivity is needed
- SR 532
 - The highway needs improvements.
 - Significant safety issues from I-5 to Stanwood with existing level of development, new development will worsen the problem
 - Community members will continue to be injured or die, have their property damaged and continue to have a financial and emotional impact related to highway accidents
 - Not investing in the highway infrastructure will divert traffic onto local roads which is a safety concern, damages city streets, and increases congestion
 - Lack of safe pedestrian and bike access across overpasses
 - Need a roundabout at intersection of SR 532 and 98th Drive NW (Jimmy's Pizza)
 - Traffic congestion bottle necks at the bridges and is worsened if there is an accident
 - The narrowness of the bridges forces highway traffic through downtown Stanwood when incidents occur on the highway.
 - SR 532 is a decade past due for significant improvement. Four lanes are needed from I-5 through Stanwood.
 - SR 532 should be divided with a barrier

- Continue the walking trail on the south side of SR 532
- Even with low speeds, it is difficult and high risk to get onto SR 532 from a side street
- Concerns about high school students crossing SR 532
- SR 532 needs more lanes
- Synchronizing the traffic lights would alleviate traffic congestion and create a smoother flow of traffic
- Potholes and deteriorating pavement and roadbed causing tire blowouts and damaging vehicles
- Major issue is the lack of traffic flow in the afternoon. The timing on the lights and strategies established to move traffic are not working.
- SR 532 was intended to be a bypass but the 5-6 traffic lights slow traffic. Roundabouts and fewer left turns may help improve traffic flow.
- Concerns about traffic accidents at the 64th intersection
- Turning left from any of the neighborhood streets without stoplights onto SR 532 also becomes a long waiting game during rush hour traffic.
- To create a more walkable and neighborhood friendly environment in the historic district around 102nd, addressing the pass-through traffic on SR 532 is necessary.

Other

- Concerns about re-zoning residential neighborhoods
- Growth should be planned thoughtfully and intentionally. Infrastructure should be developed at the same pace as private construction projects to support those developments.
- Concerns about Stanwood losing its identity amid growth
- Stanwood should put thought into the visual impact of new development projects.
- Promote infill of downtown Stanwood between the west and east ends
- Tall vegetation or concrete stamped noise walls along the highway would help reduce road noise encouraging a more walkable neighborhood feel.

Community Priorities

- Pedestrian path connectivity plays a vital role in the overall health of our community to get people outside walking and riding bikes on well-built trails.
- Cable and internet infrastructure should be improved as Stanwood grows.
- All other improvements are nice to have but pale in relative importance to the main highway and infrastructure issues.
- Maintaining pride in the Stanwood community by maintaining existing infrastructure including roads and sidewalks
- Increasing the walkability and safety of the community, especially for children who walk to/from school.
- Stanwood is a desirable place to live for people of all ages. It is cost effective to promote aging in place. Many people in our community have mobility issues and require safe places to walk that are accessible to mobility aide devices.
- Prioritize keeping commercial spaces in town affordable for small businesses to survive and thrive
- Desire for a town square
- Collaboration between the City and other agencies to improve the quality of SR 532

- Supporting the City's parks offers incredible advantages to the mental, physical, and emotional wellbeing of the surrounding community. When people are given more opportunities to enjoy nature and breathe fresh air, they become happier, healthier individuals.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: April 13, 2023

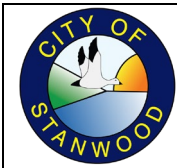
SUBJECT: Economic Development Board Meeting Minutes

CONTACT PERSON: Sarah Cho, Economic Development and Marketing Manager

ATTACHMENTS: A – January 20, 2023 Meeting Minutes

SUMMARY STATEMENT

Minutes from the January 20, 2023, Economic Development Board meeting are attached to this staff report for approval as presented. These minutes were approved at the March 17, 2023, Economic Development Board Meeting.



**Economic Development Board Minute
Meeting Minutes
Friday, January 20, 2023 | 7:30 am**

Economic Development Board Members Present: Les Anderson, Kristine Birkenkopf, Randy Heagle, Dave Pellitier

Economic Development Board Members Absent: Blake Arnold, Ashley Palmer, John Russell

Staff Present: Patricia Love, Sarah Cho, Audrey Rotrock

Others Present: N/A

Les Anderson called the meeting to order at 7:34 a.m.

1. Receive the Minutes of the October 21, 2022 Meeting

The minutes of the October 21, 2022 meeting were approved unanimously.

2. Sebranke Property Update

Patricia Love discussed the grant received from Commerce for the clean up and groundwater monitoring program at the Sebranke property, located near the train tracks on 271st Street. There will be a close-out report sent to Ecology when the work is completed. The next step is to begin designs for the future park. The Board discussed different ideas they would like to see at the park.

3. Storefront Improvement Program Update

The Storefront Improvement Program will go back to Council on February 9, 2023. The allotted funds will include \$10,000 for technical assistance which will allow applicants to receive professional advice on the more technical aspects of their project. Through the process, staff will make project recommendations to Economic Development Board, and the Board will vote on and approve/disapprove each project. 2023 will be the pilot year for the project and will include case studies on project costs.

4. Business License Analytics

For the month of December, 27 business licenses were processed. 1 license was for a non-profit business, 18 licenses were for non-resident businesses, 4 licenses were for home occupation businesses, and 4 licenses were city businesses. The Board discussed new buildings and business coming to Stanwood.

5. Discover Stanwood Camano Analytics

For the month of December, Discover Stanwood Camano had 1,492 visits to the website for at least one session, and there was a total of 2,905 page views. In December, the Facebook page reached over 7,981 people and had 863 page visits and the Instagram account reached over 1,617 people and had 253 profile visits. The top 5 search terms were Stanwood Tree Lighting, Camano Island, Discover Stanwood Camano, Stanwood Christmas Tree Lighting, and Stanwood Senior Center. The Board discussed upcoming events happening in Stanwood.

6. EDB Next Meeting on February 17, 2023

7. Adjourn: 8:53 am



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b
DATE: April 13, 2023
SUBJECT: Finance/Personnel Committee Report
CONTACT PERSON: David A. Hammond, Finance Director
ATTACHMENTS: A – Finance/Personnel Committee Meeting
Minutes March 23, 2023

SUMMARY STATEMENT

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

	Finance & Personnel Committee Meeting Minutes Thursday, March 23, 2023 6:00 PM
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Councilmembers Present: Darren Robb, Andreena Bergman, Marcus Metz

Councilmembers Absent: None

Staff present: Finance Director David Hammond

Chair Bergman called the meeting to order at 6:02

1. Draft update to the City Investment 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: 7c

DATE: April 13, 2023

SUBJECT: Parks and Trails Advisory Committee Meeting Minutes
February 21, 2023

CONTACT PERSON: Carly Ruacho, Parks Planning Manager

ATTACHMENTS: A – February 21, 2023, Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 21, 2023, Parks and Trails Advisory Committee (PTAC) meeting are attached to this staff report for approval as presented.



Parks and Trails Advisory Committee Meeting Minutes February 21, 2023

Call to Order: 3:08 call to order

Roll call:

Cathy Wooten
Matt Withers
Lisa Bruce
Dave Hall

Staff Present:

Carly Ruacho
Kevin Pellham
Lisa Sokolik

Absent: Gordy Holmes, Judy Williams

Citizens Present: Neal Donham, Josh LaVelle, Peter Kamb, Meagen Watne

Citizen Comments:

Neal and Josh were present at the meeting on behalf of Stanwood Camano Select Soccer. They are asking to use the vacant property (a currently farmed field recently purchased by the City known as the Josephine property) for an additional soccer field. They understand that the vacant land is just a field that is currently leased for hay and is not an actual soccer field. They asked how they would go about volunteering their time to get the vacant field usable for a soccer field. One of the concerns was irrigation and Carly let them know they needed to provide a plan for that. Carly explained that the Parks Department could begin to maintain that property if directed to do so by City management. Carly explained the process to them to begin that conversation, and they will be continuing with the next step of going to City Council on February 23, 2023 to see if they have their support.

Approval of January 2023 PTAC Minutes: Minutes approved as written

Lisa Bruce moved to approve the January 23, 2023, meeting minutes as written, Second by Matt Withers. Motion carried unanimously.

Item 4: PTAC Membership Opening Update

Four applicants applied for the opening. The Mayor selected Meagen Watne, and her appointment will be going to council on February 23, 2023 for confirmation.

Item 5: Downtown Park Naming

Possible names for the new Downtown Park (Sebranke property) were submitted by Community Development Director, Patricia Love. She has requested PTAC to choose their top 3 to submit back to her for final decision.

The Committee overwhelmingly recommends their first choice and only provided a second option as very distant choice.

1. Railroad Park
2. Train Park



Parks and Trails Advisory Committee Meeting Minutes February 21, 2023

Item 6: Volunteer Project List:

1. Paint Goose Footprints for Lindstrom Walking Trail
2. Weed the SR532 berm
3. Ivy Cleanup at Church Creek Park
4. Paint picnic tables, and other structures in the parks
5. Paint Heritage Park backstops
6. Landscape under the wayfinding/welcome signs (specifically by McDonalds)
7. Plant bulbs in landscape areas

Item 7: 2023/2024 Budget and Work Plan

Carly went over the 2023/2024 budget that was approved by council. The budget was reduced from what was requested, therefore some proposed projects will not be continued in the next 2-year term. The committee discussed the budget.

Item 8: Park/Trail Updates

The committee discussed parks and trail updates.

Item 9: Committee Comments

A committee member mentioned citizens have reached out to her regarding concerns over the city putting the new sports courts so close to the skate park. She reiterated that she had brought this concern to the committee prior to finalizing the project, and she had no backing. She suggests bringing projects to the community in the future.

Adjourn: 5:04PM

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: April 13, 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 36696 through 36781 and electronic fund transfers in the amount of \$486,667.81. Approve issuance of Washington Federal payroll electronic fund transfers in the amount of \$49,650.00.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 36696 THROUGH 36781 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$486,667.81. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$49,650.00.

CHECK REGISTER

City Of Stanwood

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1190	03/15/2023	Claims	3	EFT	US Bank	13,631.21	4485 5945 5564 1495
1280	03/23/2023	Payroll	3	EFT		3,000.00	March 2023 Draw
1281	03/23/2023	Payroll	3	EFT		1,800.00	March 2023 Draw
1282	03/23/2023	Payroll	3	EFT		2,000.00	March 2023 Draw
1283	03/23/2023	Payroll	3	EFT		2,500.00	March 2023 Draw
1284	03/23/2023	Payroll	3	EFT		2,000.00	March 2023 Draw
1285	03/23/2023	Payroll	3	EFT		1,000.00	March 2023 Draw
1286	03/23/2023	Payroll	3	EFT		2,000.00	March 2023 Draw
1287	03/23/2023	Payroll	3	EFT		2,700.00	March 2023 Draw
1288	03/23/2023	Payroll	3	EFT		2,700.00	March 2023 Draw
1289	03/23/2023	Payroll	3	EFT		4,000.00	March 2023 Draw
1290	03/23/2023	Payroll	3	EFT		1,600.00	March 2023 Draw
1291	03/23/2023	Payroll	3	EFT		2,000.00	March 2023 Draw
1292	03/23/2023	Payroll	3	EFT		2,000.00	March 2023 Draw
1293	03/23/2023	Payroll	3	EFT		1,600.00	March 2023 Draw
1294	03/23/2023	Payroll	3	EFT		2,000.00	March 2023 Draw
1295	03/23/2023	Payroll	3	EFT		500.00	March 2023 Draw
1296	03/23/2023	Payroll	3	EFT		1,500.00	March 2023 Draw
1297	03/23/2023	Payroll	3	EFT		1,800.00	March 2023 Draw
1298	03/23/2023	Payroll	3	EFT		1,000.00	March 2023 Draw
1299	03/23/2023	Payroll	3	EFT		2,500.00	March 2023 Draw
1300	03/23/2023	Payroll	3	EFT		2,000.00	March 2023 Draw
1301	03/23/2023	Payroll	3	EFT		500.00	March 2023 Draw
1302	03/23/2023	Payroll	3	EFT		3,450.00	March 2023 Draw
1303	03/23/2023	Payroll	3	EFT		1,500.00	March 2023 Draw
1304	03/23/2023	Payroll	3	EFT		2,000.00	March 2023 Draw
1326	03/22/2023	Claims	3	EFT	WA St Dept of Revenue **	17,660.76	City of Stanwood
1191	03/15/2023	Claims	3	36696	Stanwood Ace	765.44	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
1192	03/15/2023	Claims	3	36697	Advantage Building Services	1,565.00	city of stanwood
1193	03/15/2023	Claims	3	36698	Aramark Uniform Services Inc	62.75	937963000
1194	03/15/2023	Claims	3	36699	BHC Consultants, LLC	5,883.95	City of stanwood
1195	03/15/2023	Claims	3	36700	Badger Meter Inc	151.35	460708
1196	03/15/2023	Claims	3	36701	Cascade Septic Pumping, LLC	751.80	city of stanwood
1197	03/15/2023	Claims	3	36702	Daily Journal Of Commerce Inc	489.50	City of stanwood
1198	03/15/2023	Claims	3	36703	Edge Analytical Inc	989.00	STA01; STA01; STA01
1199	03/15/2023	Claims	3	36704	Harmen LLC	1,358.00	City of stanwood
1200	03/15/2023	Claims	3	36705	Trevor Harrison	191.47	city of stanwood
1201	03/15/2023	Claims	3	36706	Jeremiah Johnson	500.00	city of stanwood
1202	03/15/2023	Claims	3	36707	Lopez Nursery & Landscaping LLC	32,107.09	City of stanwood
1203	03/15/2023	Claims	3	36708	Navia Benefits	50.00	city of stanwood
1204	03/15/2023	Claims	3	36709	O'Reilly Auto Parts	59.00	1872464
1205	03/15/2023	Claims	3	36710	ODP Business Solutions, LLC	634.21	36274097; 36274097; 36274097; 36274097
1206	03/15/2023	Claims	3	36711	PUD Of Snohomish County *	14,247.44	200142180; 200128742; 200367373; 200633634; 200240505
1207	03/15/2023	Claims	3	36712	Pace Engineers, Inc	29,315.76	City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
1208	03/15/2023	Claims	3	36713	Pitney Bowes Inc- Global Financial Svc	252.25	0013214658
1209	03/15/2023	Claims	3	36714	Ricoh USA Inc- Maint	334.09	4250811; 4250811
1210	03/15/2023	Claims	3	36715	Ricoh USA, Inc.	452.46	1316669-3800327
1211	03/15/2023	Claims	3	36716	Safeway	22.79	City of stanwood
1212	03/15/2023	Claims	3	36717	Skagit Valley Publishing	609.18	48893; 48893; 48893; 48893
1213	03/15/2023	Claims	3	36718	Sno Co Information Services *	12,484.40	DIS1107

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1214	03/15/2023	Claims	3	36719	Sno Co Public Works *	764.52	CR000024
1215	03/15/2023	Claims	3	36720	Sno Co Treasurer	304.40	city of stanwood; City of stanwood; City of stanwood; city of stanwood; city of stanwood; city of stanwood; City of stanwood; city of stanwood
1216	03/15/2023	Claims	3	36721	Snohomish County Treasurer	7.57	City of Stanwood
1217	03/15/2023	Claims	3	36722	Everett Daily Herald/ Sound Publishing	347.68	14104597
1218	03/15/2023	Claims	3	36723	Stanwood Auto Parts	69.92	56100
1219	03/15/2023	Claims	3	36724	Stilly Auto Parts Napa	184.26	27197; 27197; 27197
1220	03/15/2023	Claims	3	36725	Thompson Guildner & Associates Inc. P.S.	11,224.77	City of Stanwood
1221	03/15/2023	Claims	3	36726	Nate Towse	275.00	City of stanwood
1222	03/15/2023	Claims	3	36727	Transpogroup Inc	4,843.75	city of stanwood
1223	03/15/2023	Claims	3	36728	USA Bluebook	129.60	478228
1224	03/15/2023	Claims	3	36729	Unum Life Insurance	88.40	city of stanwood 0220603-036 2
1225	03/15/2023	Claims	3	36730	Verizon Wireless	1,177.25	372541731-00001
1226	03/15/2023	Claims	3	36731	WA St Dept of Ecology *	3,359.44	city of stanwood; City of Stanwood; City of Stanwood
1227	03/15/2023	Claims	3	36732	WA St Treasurer	624.78	City of Stanwood
1228	03/15/2023	Claims	3	36733	Ziply Fiber	1,661.85	360-629-4907-072497-5; 206-188-0411-053105-5
1327	03/22/2023	Claims	3	36734	APP- Associated Petroleum Products	4,198.64	City of Stanwood AP0100494
1328	03/22/2023	Claims	3	36735	Aramark Uniform Services Inc	125.50	937963000; 937963000
1329	03/22/2023	Claims	3	36736	Edward Avila	136.00	City of Stanwood
1330	03/22/2023	Claims	3	36737	BHC Consultants, LLC	6,828.10	City of Stanwood
1331	03/22/2023	Claims	3	36738	Confluence Environmental Company, Inc	1,097.50	City of Stanwood
1332	03/22/2023	Claims	3	36739	The Daily Herald	198.14	DH-12120787
1333	03/22/2023	Claims	3	36740	Databar Inc.	2,534.15	8952; 8952; 8952
1334	03/22/2023	Claims	3	36741	Faber Construction Corp	45,463.12	City of Stanwood
1335	03/22/2023	Claims	3	36742	Fastenal	58.70	WAARN1604
1336	03/22/2023	Claims	3	36743	Forest Land Services Inc	2,079.97	City of Stanwood
1337	03/22/2023	Claims	3	36744	H D Fowler Company Inc	124.05	City of Stanwood 197360
1338	03/22/2023	Claims	3	36745	Hamilton Lumber LLC	178.50	City of Stanwood 66; City of Stanwood 66
1339	03/22/2023	Claims	3	36746	Scott Justesen	102.00	City of Stanwood
1340	03/22/2023	Claims	3	36747	Lenz Enterprises Inc	2,387.68	City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
1341	03/22/2023	Claims	3	36748	Les Schwab Tire Centers	290.71	S34-00006
1342	03/22/2023	Claims	3	36749	Liberty Flags Inc	470.00	City of Stanwood
1343	03/22/2023	Claims	3	36750	Maul Foster Alongi, Inc.	35,677.98	City of Stanwood; City of Stanwood; City of Stanwood
1344	03/22/2023	Claims	3	36751	ODP Business Solutions, LLC	192.27	36274097; 36274097
1345	03/22/2023	Claims	3	36752	Olympic Trailer & Truck Accessories	7,793.29	City of Stanwood
1346	03/22/2023	Claims	3	36753	Owen Equipment Company Inc	6,569.35	36577; 36577
1347	03/22/2023	Claims	3	36754	PUD Of Snohomish County *	1,355.66	200103539; 201942398; 202423729; 200794063; 200738672
1348	03/22/2023	Claims	3	36755	Pape' Machinery	753.57	City of Stanwood-6109854
1349	03/22/2023	Claims	3	36756	Perteet Inc.	1,649.09	City of Stanwood
1350	03/22/2023	Claims	3	36757	Pitney Bowes Inc- Global Financial Svc	99.78	0013214658
1351	03/22/2023	Claims	3	36758	RH2 Engineering Inc	10,447.53	City of Stanwood; City of

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1352	03/22/2023	Claims	3	36759	Ricoh USA Inc- Maint	147.89	4250811; 4250811; 4250811
1353	03/22/2023	Claims	3	36760	Ricoh USA, Inc.	318.23	1316669-3816549; 1316669-3800326
1354	03/22/2023	Claims	3	36761	Safeway	15.10	191483
1355	03/22/2023	Claims	3	36762	Tansy L Schroeder	124.45	City of Stanwood
1356	03/22/2023	Claims	3	36763	Skagit Farmers Supply	724.05	135052; 135052; 135052
1357	03/22/2023	Claims	3	36764	Skagit River Steel & Recycling, Inc	82.54	City of Stanwood
1358	03/22/2023	Claims	3	36765	Skagit Valley Publishing	111.54	48893
1359	03/22/2023	Claims	3	36766	Sno Co District Court	682.17	DCT34003
1360	03/22/2023	Claims	3	36767	Sno Co Sheriffs Office *	175,952.50	SSH0001
1361	03/22/2023	Claims	3	36768	Snohomish County Treasurer		one incorrect vendor
1362	03/22/2023	Claims	3	36769	Stanwood Ace	354.81	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
1363	03/22/2023	Claims	3	36770	Stanwood Auto Parts	165.09	56100
1364	03/22/2023	Claims	3	36771	Stilly Auto Parts Napa	273.10	27197; 27197; 27197
1365	03/22/2023	Claims	3	36772	Strategies 360 Inc	2,000.00	City of Stanwood
1366	03/22/2023	Claims	3	36773	Summit Law Group	1,227.00	20150-1 JXL
1367	03/22/2023	Claims	3	36774	US Bank Na Custody/ Treas Div- Money Ctr	100.00	City of Stanwood XXX717
1368	03/22/2023	Claims	3	36775	WA St Auditor's Office	3,690.02	City of Stanwood
1369	03/22/2023	Claims	3	36776	WA St Treasurer	556.33	City of Stanwood
1370	03/22/2023	Claims	3	36777	West Coast Code Consultants,	960.24	City of Stanwood
1371	03/22/2023	Claims	3	36778	Western Exterminator Company	209.59	City of Stanwood 683591; City of Stanwood 683591
1372	03/22/2023	Claims	3	36779	Ziply Fiber	85.93	360-939-0579-080320-5
1373	03/22/2023	Claims	3	36780	Zumar Industries Inc	5,336.70	City of Stanwood; 000683 City of Stanwood
1423	03/28/2023	Claims	3	36781	Affordable Pet Care	2,975.00	City of stanwood
1232	03/14/2023	Claims	8	EFT	US Bank St Paul	132.16	March analysis service charge

001 General Fund	285,666.20
101 Street Fund	15,874.07
103 Street Construction Fund	2,226.59
104 Park And Trail Improvement Fund	70,797.20
107 Equipment Reserve Fund	7,793.29
110 Building Improvement Fund	3,875.00
401 Sewer Fund	34,074.15
403 Sewer Construction Fund	66,091.36
410 Drainage Fund	6,587.39
411 Drainage Construction Fund	18,495.13
421 Water Fund	23,190.43
422 Water Construction Fund	1,359.92
630 Agency Fund	287.08

* Transaction Has Mixed Revenue And Expense Accounts

Claims:	486,667.81
Payroll:	49,650.00

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

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

Date: 3/28/23



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b
DATE: April 13, 2023
SUBJECT: City Council Regular Meeting Minutes – March 23, 2023
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

March 23, 2023, Regular City Council Meeting minutes are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MARCH 23, 2023, CITY COUNCIL REGULAR MEETING MINUTES AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, March 23, 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 Metz led the Pledge of Allegiance.

2. Roll Call

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

*Motion by Councilmember Pearce, second by Councilmember Shepro, to excuse Councilmember Tim Schmitt. **Motion carried unanimously.***

Also present: City Administrator Shawn Smith, Community Development Director Patricia Love, Finance Director David Hammond, Public Works Director Kevin Hushagen, Parks Planning Manager Carly Ruacho, City Attorney Nikki Thompson, Fire Chief John Cermak, Police Chief Jason Toner, City Planner Tansy Schroeder, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

Mayor Roberts asked Council to amend the agenda by moving new business item 11f. before item 11a.

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

4. Presentation

Waste Management 2022 Annual Report was presented by Han Kirkland, Public Sector Manager and Rob Rutledge, District Manager for the Marysville and Skagit hauling sites.

5. Public Comments

Written Comment:

Andrew Davis, Marysville
Jodie Wilson, Camano Island

Topic:

Proposal for a community garden at Ovenell Park
Stanwood's growth negatively affecting school zoning

Verbal Comment:

Leslie Bradley, Fife

Callie Bolton, Seattle
Andrew Davis, Stanwood

Topic:

Dish Wireless cellphone service as an alternative for internet service

Dish Wireless leasing space on water tower proposal
Ovenell Park community garden

Dolors Ruschà, Camano Island
Peggy Wendel, Stanwood

Artwork proposal for the 88th Ave Archway
Asked Council to have more discussion on the initiative
and referendum issue.

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

*Motion by Councilmember Metz, second by Councilmember Shepro to approve the consent agenda items A through C. **Motion carried unanimously.***

9. Unfinished Business

- a. Third Reading and Adoption of Ordinance 1512 SMC Title 1 - General Provisions

Community Development Director Love said the only significant change to the ordinance since the second reading is a new chapter adopting the Washington State initiative and referendum process. An initiative will be placed on a special election ballot within 45 days, unless there is a general election within 90 days, then it will be on the general election ballot.

Councilmember Robb commented that the initiative and referendum process is a worthy fallback for residents to step up when necessary and make quick action with city legislative issues.

Motion by Councilmember Shepro, second by Councilmember Robb 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.

Councilmember Shepro commented that he is a strong advocate for greater citizen involvement and participation in civic matters and this will be one more opportunity to give the citizens to accomplish that.

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

- b. Third Reading and Adoption of Ordinance 1513 SMC Title 2 - Personnel

Community Development Director Love discussed the minor changes to the ordinance that were made after the second reading.

Motion by Councilmember Gaumond, second by Councilmember Robb 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.

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

c. Third Reading and Adoption of Ordinance 1514 SMC Title 4 - Administration

Community Development Director Love discussed the changes to the ordinance that were made after the second reading.

Motion by Councilmember Metz, second by Councilmember Robb 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.

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

10. Public Hearing - none

11. New Business

a. Discuss the Six Year Transportation Improvement Plan 2024-2029

Public Works Director Hushagen introduced the Six Year Transportation Improvement Plan (TIP) for 2024-2029. The TIP was discussed at the February and March Public Works Committee meetings, the TIP is part of the city work plan and the Capital Improvement Plan, but the TIP can be changed anytime during the year by holding a public hearing. Hushagen asked Council to discuss and ask questions as the TIP will be brought back to Council on April 13th for a public hearing and adoption.

No action taken

b. Authorize the Mayor to Sign a Lease Agreement with Dish Wireless

Community Development Director Love presented the Dish Wireless proposal to attach internet technology to the side of the city's water tower and asked Council to discuss.

*Motion by Councilmember Shepro, second by Councilmember Gaumond to continue the Dish easement request item to the April 13, 2023, City Council Meeting and to hold a public hearing. **Motion carried unanimously.***

c. Authorize the Mayor to Sign a Contract with Restorical Research

Community Development Director Love said the Raplee property located at 271st Street and 270th Street has been identified as a strategic point along the Twin City Mile project. Staff has been in communication with Kathleen Raplee and working with the Dept. of Ecology. DOE has asked the City to research if there are any old insurance policies that may be used to assist with future cleanup costs. Restorical Research is a company that conducts historical research to find old insurance policies which may cover the cost of the cleanup.

The contract fee is 10% of the recovery amount, i.e., if they do not find anything the city would not have to pay a fee.

*Motion by Councilmember Gaumond, second by Councilmember Shepro to authorize the Mayor to the sign the contract with Restorical Research LLC, for investigative work associated with the Raplee property. **Motion carried unanimously.***

d. Authorize the Mayor to Sign a Contract Amendment with Maul Foster Alongi

Community Development Director Love said this is a housekeeping item. The contract amendment is for the additional costs associated with the Downtown Park site cleanup work and for the 5-year monitoring that is required by the Dept. of Commerce grant.

*Motion by Councilmember Shepro, second by Councilmember Pearce to authorize the Mayor to sign the contract amendment with Maul Foster and Alongi, Inc. in the amount of \$72,710.00. **Motion carried unanimously.***

e. Authorize the Mayor to Sign a Lease Agreement with the Department of Natural Resources

Community Development Director Love said the city will be building a motorized boat launch and a handheld boat launch at Hamilton Park, but a lease agreement with the Department of Natural Resources is required. One unexpected requirement of the 30-year agreement is that the city must remove 9 in-water pilings within 15 years. Key lease terms include: no rent for the lease, the security deposit has been waived, and an as-built survey of the construction.

*Motion by Councilmember Robb, second by Councilmember Pearce to authorize the Mayor to sign the Hamilton Landing lease agreement with the Washington State Department of Natural Resources as Provided in Exhibit A. **Motion carried unanimously.***

f. Authorize the Mayor to Execute a Purchase with American Ramp Company

Parks Planning Manager Carly Ruacho discussed the proposed phase 2 of the Skate Park located at Heritage Park. The original skate park (phase 1) was built in 2000 and it's the most used facility in any of our parks. The proposal also includes a facelift to the phase 1 components.

*Motion by Councilmember Robb, second by Councilmember Pearce to authorize the Mayor to execute a purchase from American Ramp Company in the amount of \$164,695.58. **Motion carried unanimously.***

12. Public Closing Comments

13. Executive/Legislative Reports

a. Mayor's Report

- Last week the No Meat Factory closed on the Twin City Foods building. It was a lot of work for the buyer and seller and there was a lot of help from Economic Alliance of

Snohomish County and the City. We are very excited!

- Clean Sweep is on April 29th this year, the event will be held in the parking lot behind the police station.
- The Twin City Idlers Car Show is scheduled for June 25th.
-

b. City Administrator Report

- Waste Management's increase is 4.65% starting on May 1, 2023.
- Councilmembers: remember to file your F-1 form with PDC by April 15th.

c. Councilmember Reports/Questions

- Hoping the Raplee property will be buildable so it can be part of the Twin City Mile.
- Kudos to Patricia and staff for all the work on the Municipal Code updates.
- North County Fire & EMS Annual Report is exceptional this year. Chief Cermak said he has an amazing staff.

14. Recess to Executive Session - None

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:30 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10a

DATE: April 13, 2023

SUBJECT: Six-Year Transportation Improvement Plan 2024-2029
- Conduct Public Hearing
- Consider Adoption of Resolution 2023-05

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - RCW 35.77.010
B – Map of Project Locations
C – Project Cost Spreadsheet
D – Project List
E – 20 Year Comp Plan Transportation Cost Estimates
F – Resolution 2023-05 Six-year TIP 2024-2029

PURPOSE

The purpose of this agenda item is for Council's consideration and approval of Resolution 2023-05 (attachment E) the City of Stanwood Six-Year Transportation Improvement Plan (TIP). The Council will open a Public Hearing to receive testimony regarding the proposed TIP and then consider approval of the resolution.

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 following table is a summary of changes that will be made to the current Six-Year TIP.

SUMMARY OF CHANGES FOR 2024-2029 TIP

Project No.	Project Name	Description	Action Taken
S-32	Sidewalk: 276 th 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 (Attachment D).

RECOMMENDATIONS

Committee/Board Recommendation: The Six Year Transportation Improvement Plan was reviewed and discussed by the Public Works Committee on February 6, 2023, and March 6, 2023. It was brought to City Council on May 23, 2023, for discussion. Therefore, the recommendation is to hold a public hearing and adopt by resolution prior to the July deadline.

CITY COUNCIL OPTIONS

- 1) Hold the public hearing to take comments on the Six Year Transportation Improvement Plan 2024-2029 and approve Resolution 2023-5.
- 2) Do not hold the public hearing. Send this item back to staff and the Public Works Committee for additional information, review, and revision. RCW 35.77.010 requires cities to hold a public hearing and adopt a revised and extended

comprehensive transportation program before July 1st of each year. The Six-Year TIP must be filed with the secretary of transportation not more than thirty days after its adoption. The purpose of this RCW 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.

RECOMMENDED ACTION AND MOTION

OPEN A PUBLIC HEARING TO CONSIDER TESTIMONY REGARDING ADOPTING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) 2024-2029

I MOVE TO ADOPT RESOLUTION 2023-05 THE CITY OF STANWOOD'S SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN 2024-2029

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.

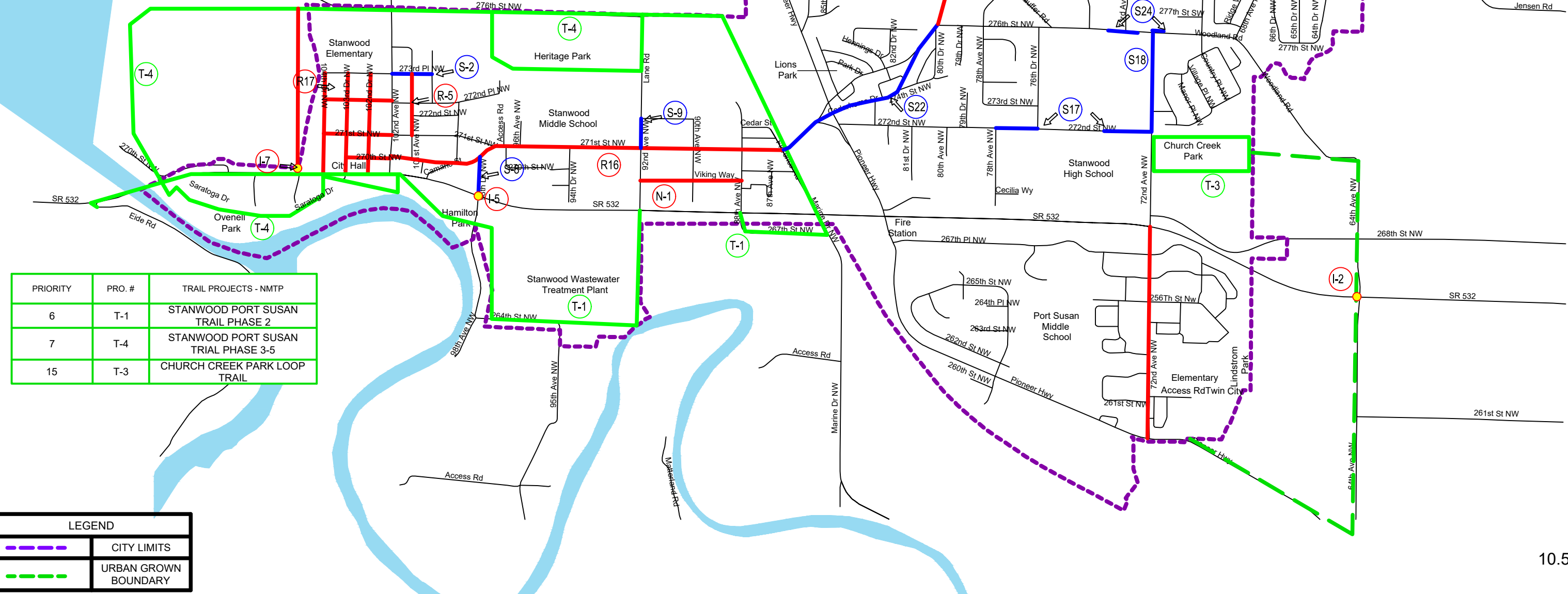
[2005 c 360 § 4. Prior: 1994 c 179 § 1; 1994 c 158 § 7; 1990 1st ex.s. c 17 § 59; 1988 c 167 § 6; 1984 c 7 § 23; 1977 ex.s. c 317 § 7; 1975 1st ex.s. c 215 § 1; 1967 ex.s. c 83 § 27; 1965 c 7 § 35.77.010; prior: 1961 c 195 § 2.]

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

STREET OVERLAY
& ADA RAMPS

Priority & Project No.	Transportation Capital Project		Funding	2024	2025	2026	2027	2028	2029	Fund Total
1	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
2	64th and SR532 Intersection		Other Grant Funding	\$ 500,000	\$ 100,000	\$ 3,000,000				\$ 3,600,000
I-2	PE	\$ 500,000	TBD Funds							\$ -
	ROW	\$ 100,000	WSDOT Funds							\$ -
	CN	\$ 3,000,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,600,000	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	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,600,000
3	Twin City Mile		Other Grant Funding					\$ 5,400,000	\$ 3,000,000	\$ 8,400,000
R-16	PE	\$ 700,000	TBD Funds	\$ 100,000		\$ 171,000	\$ 171,000			\$ 442,000
	ROW		WSDOT Funds							\$ -
	CN	\$ 10,781,000	TIB Grant Funding							\$ -
	TOTAL	\$ 11,481,000	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 includes beautification, Lighting, gateway features, landscaping.		Developer Funded							\$ -
			Local - City	\$ 639,000	\$ 1,600,000	\$ 200,000	\$ 200,000			\$ 2,639,000
			SUBTOTAL THIS PROJECT	\$ 739,000	\$ 1,600,000	\$ 371,000	\$ 371,000	\$ 5,400,000	\$ 3,000,000	\$ 11,481,000
4	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		\$ 4,700,000					\$ 4,700,000
			Local - City		\$ 1,000,000					\$ 1,000,000
			SUBTOTAL THIS PROJECT	\$ -	\$ 5,700,000	\$ -	\$ -	\$ -	\$ -	\$ 5,700,000
5	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

Priority & Project No.	Transportation Capital Project		Funding	2024	2025	2026	2027	2028	2029	Fund Total
6	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
7	Sidewalk: 276th St NW- North & South Side		Other Grant Funding							\$ -
S-24	PE		TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 56,000	TIB Grant Funding							\$ -
	TOTAL	\$ 56,000	PSRC/STP Funding							\$ -
			Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT		\$ -	\$ -	\$ -	\$ -		\$ -
8	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
9	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
10	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

Priority & Project No.	Transportation Capital Project		Funding	2024	2025	2026	2027	2028	2029	Fund Total
11	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
12	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
13	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
14	Hamilton Entrance Intersection- SR532 and 98th DR NW		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
15	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

Priority & Project No.	Transportation Capital Project	Funding	2024	2025	2026	2027	2028	2029	Fund Total
16	80th Ave Reconstruction Phase 2 with Widening	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
17	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
18	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			\$ 2,888,350	\$ 10,560,060	\$ 4,244,850	\$ 2,894,657	\$ 6,911,040	\$ 16,343,250	\$ 43,842,207

Funding Overview								
Other Grant Funding	\$	500,000	\$ 1,833,000	\$ 3,000,000	\$ 855,000	\$ 6,375,000	\$ 10,810,000	\$ 23,373,000
TBD Funds	\$	345,075	\$ 336,470	\$ 376,425	\$ 554,023	\$ 93,020	\$ 91,625	\$ 1,796,638
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	\$	-	\$ 4,700,000	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 9,700,000
Local - City	\$	823,775	\$ 3,321,590	\$ 409,425	\$ 1,102,635	\$ 43,020	\$ 41,625	\$ 5,742,070
TOTAL PROJECT COST ESTIMATE	\$	2,888,350	\$ 10,560,060	\$ 4,244,850	\$ 2,894,657	\$ 6,911,040	\$ 16,343,250	\$ 43,842,207

Projects List 2024-2029 TIP - DRAFT

Project Priority	Project Number	Name	Source
1	N-1	Viking Way-90th Ave Phase 2	CIP
2	I-2	64th and SR532 Intersection	CIP
3	R-16	Main Street Beautification	CIP
4	R-7	284th ST Improvements	CIP
5	T-4	Port Susan Trail Phase 3-5	NMTP
6	R-19	Overlay and ADA Improvements	CIP
7	S-24	Sidewalk: 276th St NW- North & South side	NMTP
8	S-18	Sidewalk: 72nd Ave NW	NMTP
9	S-17	Sidewalk: 272nd ST NW	NMTP
10	S-8	Sidewalk: 98th DR NW	NMTP
11	S-23	Sidewalk: 284th ST NW- South	NMTP
12	S-22	Sidewalk: Cedarhome DR NW	NMTP
13	T-3	Church Creek Park Loop Trail	NMTP
14	I-5	Hamilton Entrance Intersection- SR532 and 98th DR NW	CIP
15	I-7	SR532 Ovenell Park Entrance and 106th AVE Bypass	CIP
16	R-18	80th Ave Reconstruction Phase 2 with Widening	CIP
17	R-5	101st AVE Reconstruction & Overlay	CIP
18	R-17	Westside Overlays	CIP

Street & Road Projects- CIP

Priority	Project No.	Description
1	N-1	Viking Way-90th Ave Phase 2
2	I-2	64th and SR532 Intersection
3	R-16	Main Street Beautification
4	R-7	284th ST Improvements
6	R-19	Overlay and ADA Improvements
14	I-5	SR532/ 98th DR NW Hamilton Entrance Intersection
15	I-7	SR532 Ovenell Park Entrance and 106th AVE Bypass
16	R-18	80th Ave Reconstruction Phase 2 with Widening
17	R-5	101st AVE Reconstruction & Overlay
18	R-17	Westside Overlays

Trail Projects- NMTP

Priority	Project No.	Description
5	T-4	Port Susan Trail Phase 3-5
13	T-3	Church Creek Park Loop Trail

Sidewalk Projects- NMTP

Priority	Project No.	Description
8	S-18	Sidewalk: 72nd Ave NW
9	S-17	Sidewalk: 272nd ST NW
10	S-8	Sidewalk: 98th DR NW
11	S-23	Sidewalk: 284th ST NW- South
12	S-22	Sidewalk: Cedarhome DR NW
7	S-24	Sidewalk: 276th St NW-North and South side Continue sidewalks where it ends at Pence development to 72nd Ave NW and then from Stanwood Senior Center to Housing Hope

Completed Projects Removing from 2024-2028 TIP

Priority	Project No.	Description
10	S-2	Sidewalk: 273rd PL NW

ATTACHMENT E

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

City of Stanwood

RESOLUTION 2023-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
STANWOOD ADOPTING A COMPREHENSIVE SIX YEAR
TRANSPORTATION IMPROVEMENT PLAN FOR THE YEARS 2024
THROUGH 2029**

WHEREAS, pursuant to the requirements of RCW 35.77.010, the City of Stanwood did prepare a Comprehensive Six Year Transportation Improvement Plan for 2024 through 2029; and

WHEREAS, pursuant to said law, the City Council of the City of Stanwood did hold a public hearing on the Comprehensive Six Year Transportation Improvement Plan in the Stanwood-Camano School District Administration Building Board Room at Stanwood, Washington on April 13, 2023; and

WHEREAS, notice of said hearing was published in the Stanwood Camano Newspaper on March 28, 2023.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
STANWOOD:**

That the Comprehensive Transportation Improvement Plan, a true copy of which is attached hereto and incorporated by reference herein, is hereby adopted.

Be it further resolved that a copy of the Comprehensive Transportation Improvement Plan for the ensuing six years, together with a copy of this resolution, be filed with the Department of Transportation and the Puget Sound Regional Council of the State of Washington.

Upon the motion duly made and seconded, the foregoing resolution was unanimously passed by the City Council.

PASSED by the Stanwood City Council this 13th day of April, 2023.

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b

DATE: April 13, 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
D – Email from DISH Representative

PURPOSE

The purpose of this agenda item is for Council consideration of the second reading of a lease agreement with Dish Wireless LLC., to attach a wireless communications facility to the side of the city's water tower and to hold a public hearing on such lease.

BACKGROUND

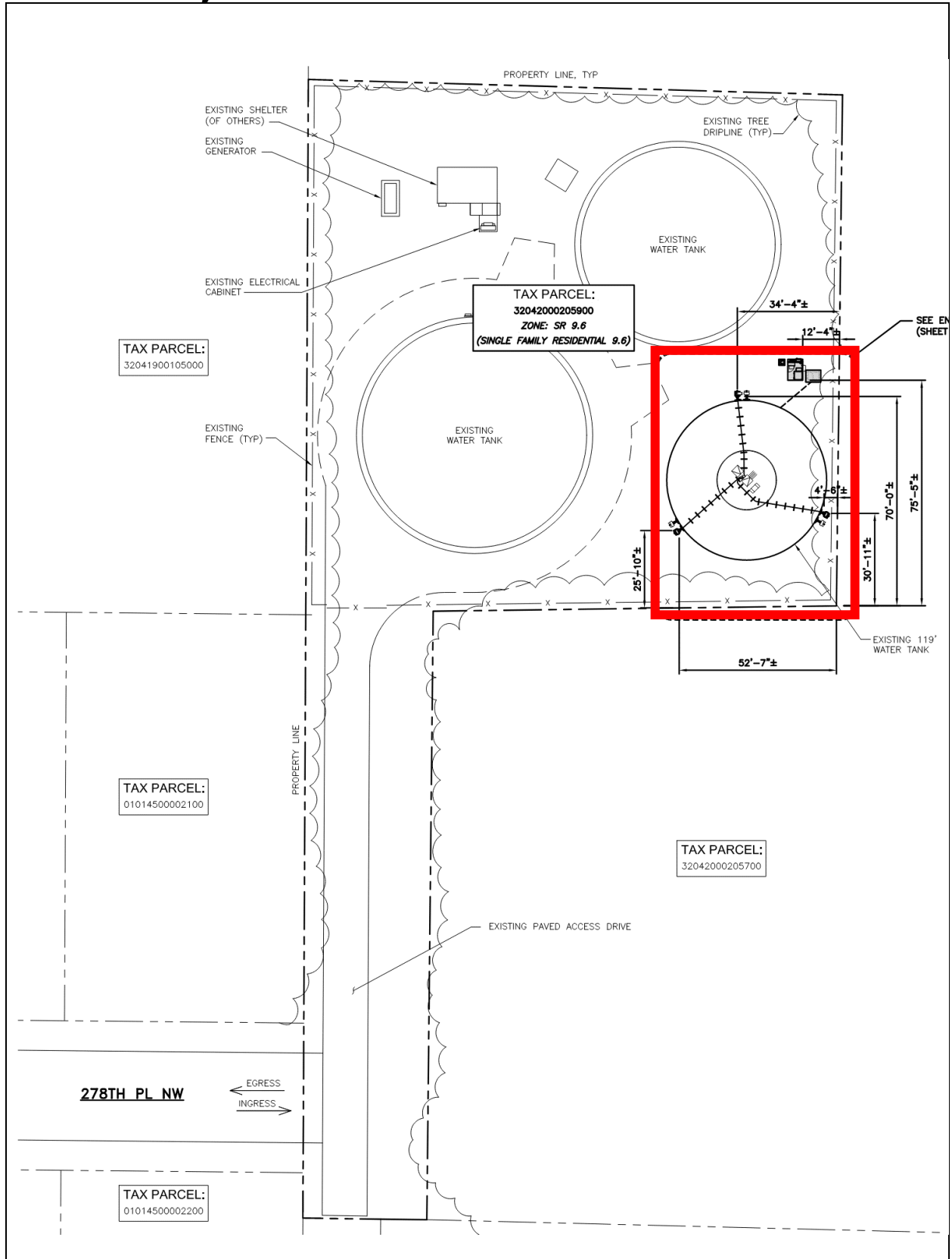
DISH proposes the development of a new wireless communications facility (WCF) in the City of Stanwood at 7620 278TH PL NW to be co-located on the city-owned water tank. Once constructed the communications facility will increase cellular speeds and availability and improve the reliability and capacity 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:

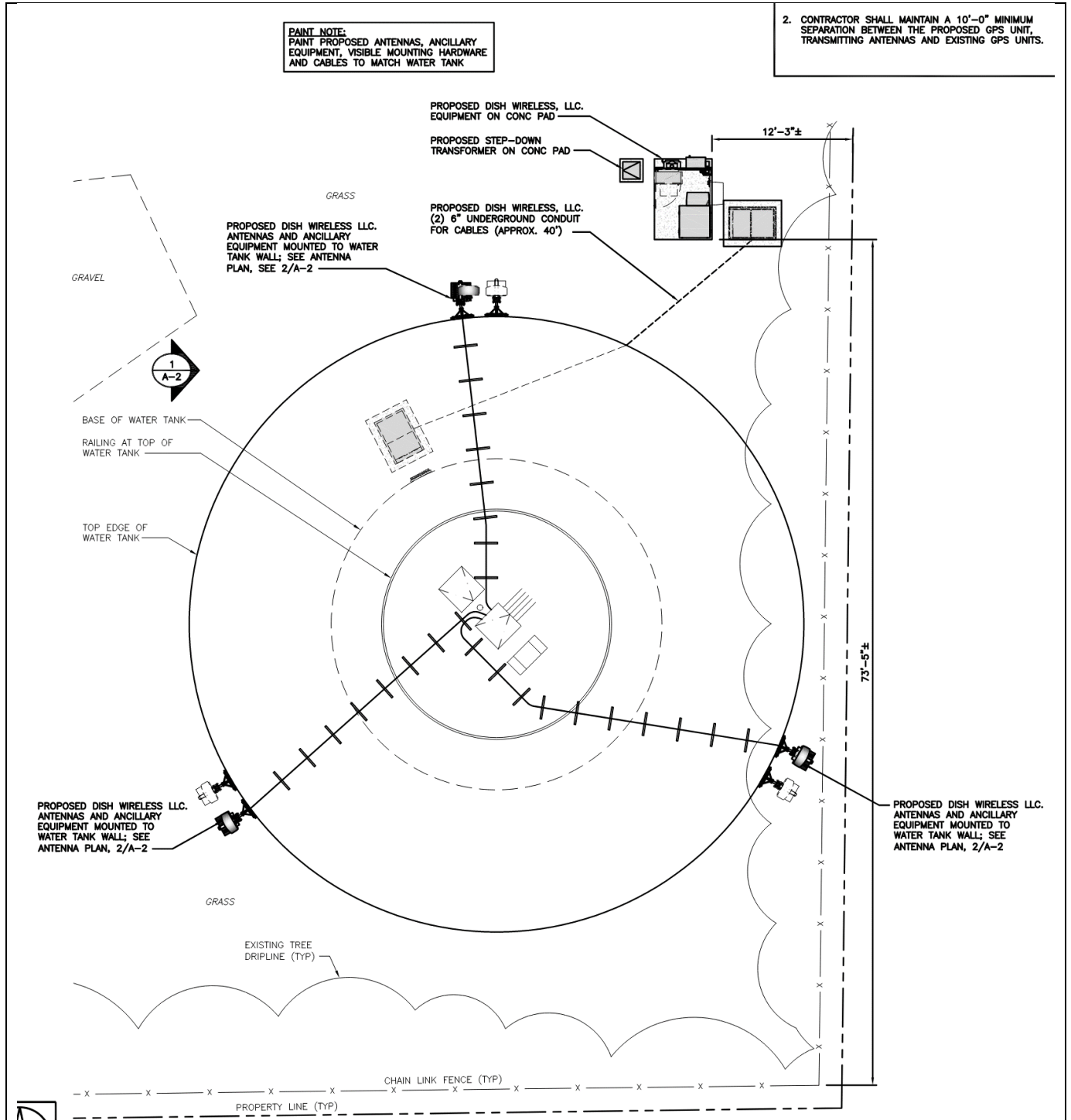
DISH Wireless
Utility Easement Request
Size: 35' by 45'
APN: 32042000205900
Purpose: DISH Antennas, Cable,
Ground Mounted Equipment



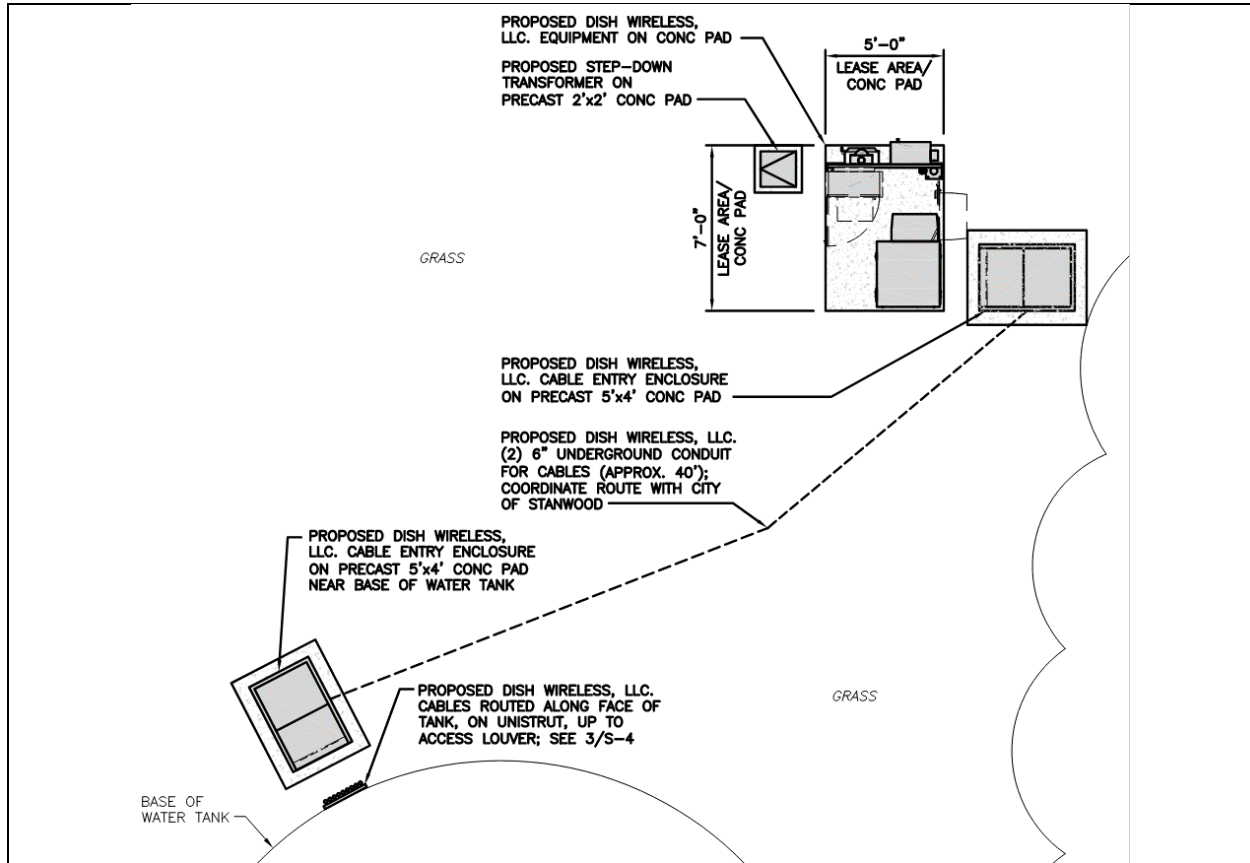
Site Plan and Project Details:



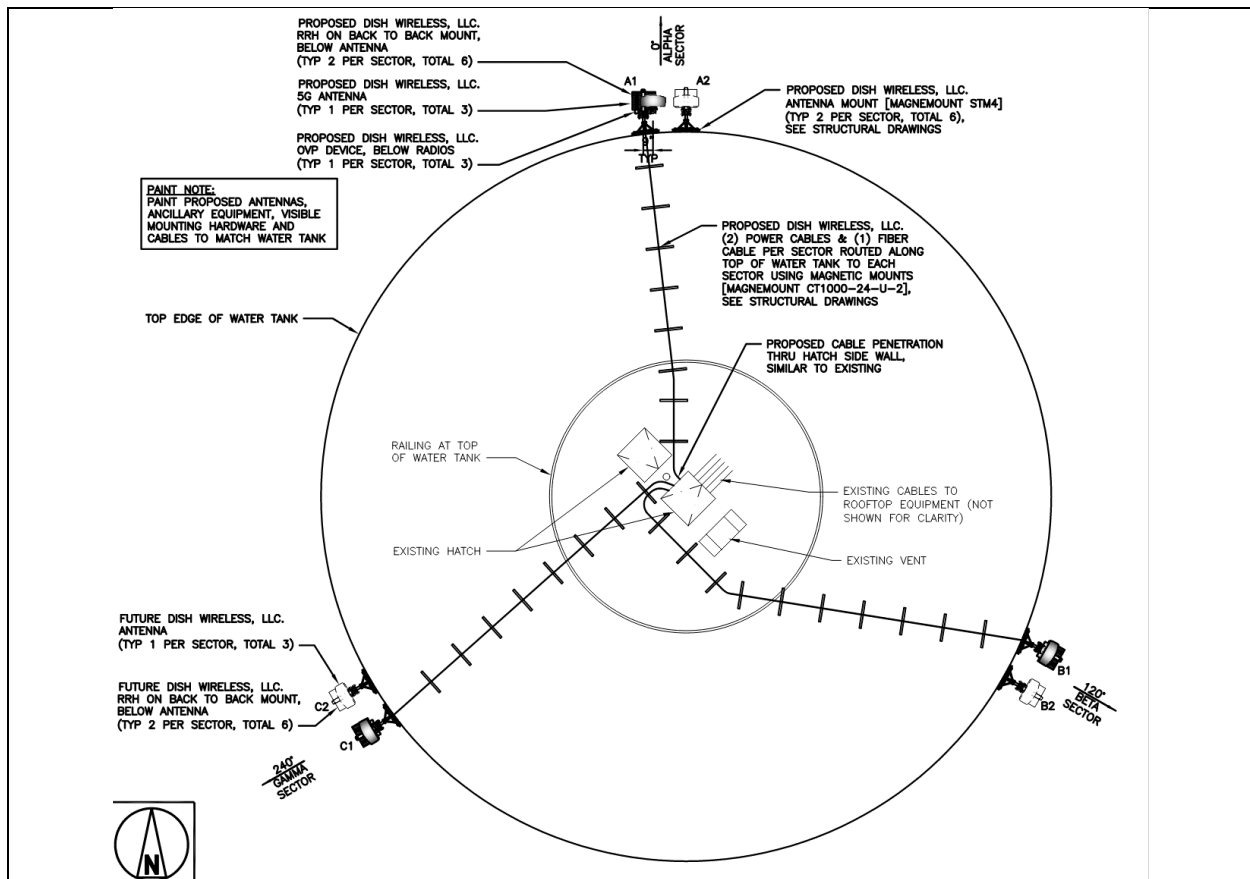
Attachment Details:



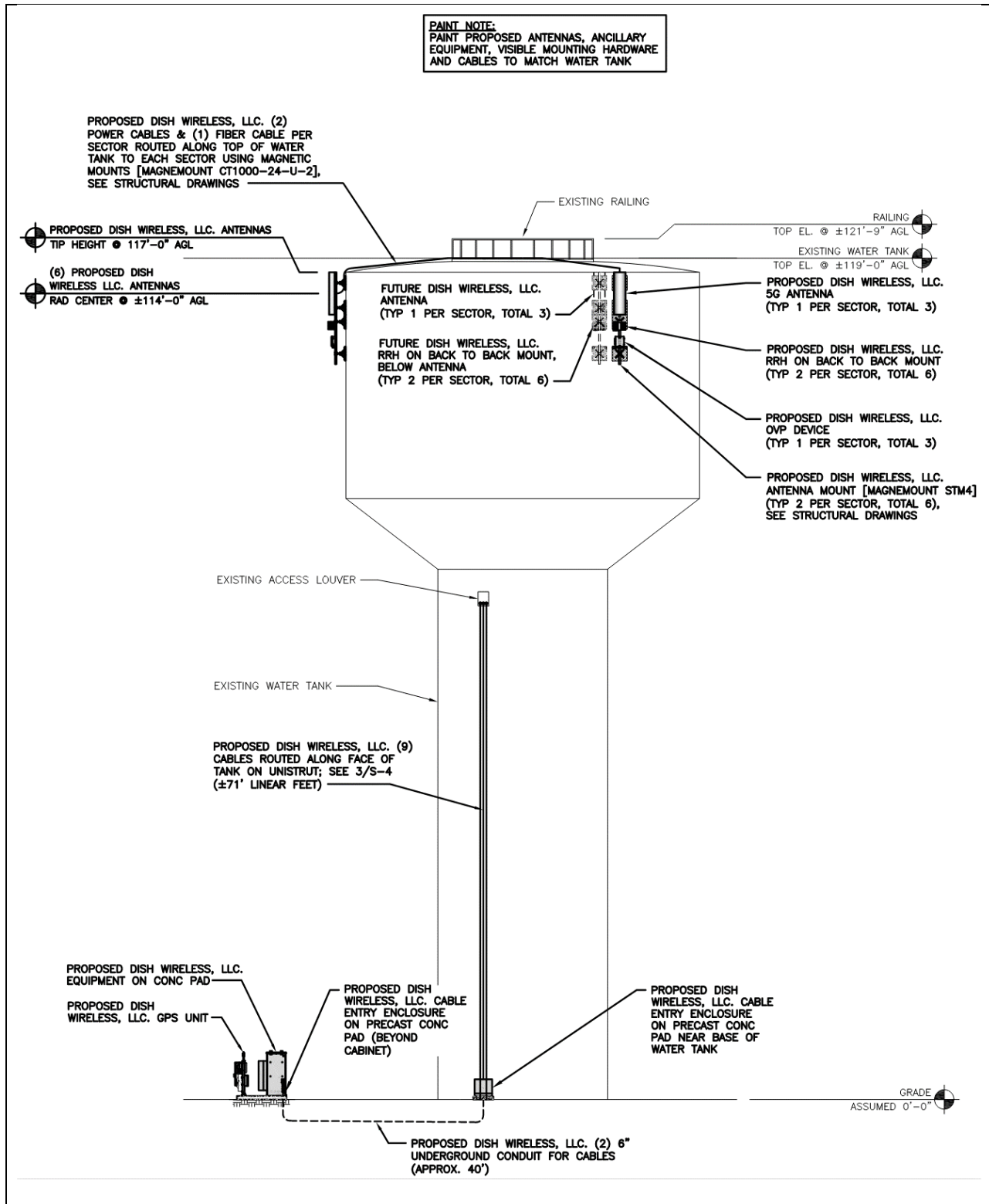
Cabinet Details:



Antenna Details:



Elevation Detail:



Project Example:



Project Rendering:



The lease agreement went before City Council for its first reading on March 23, 2023. Council asked questions about whether or not granting the lease would require the City to automatically grant future lease requests. The proposed use is expressly permitted in the Code under administrative approval. City Council motioned to take the lease agreement to a second reading and public hearing at the April 13, 2023 Council meeting.

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.

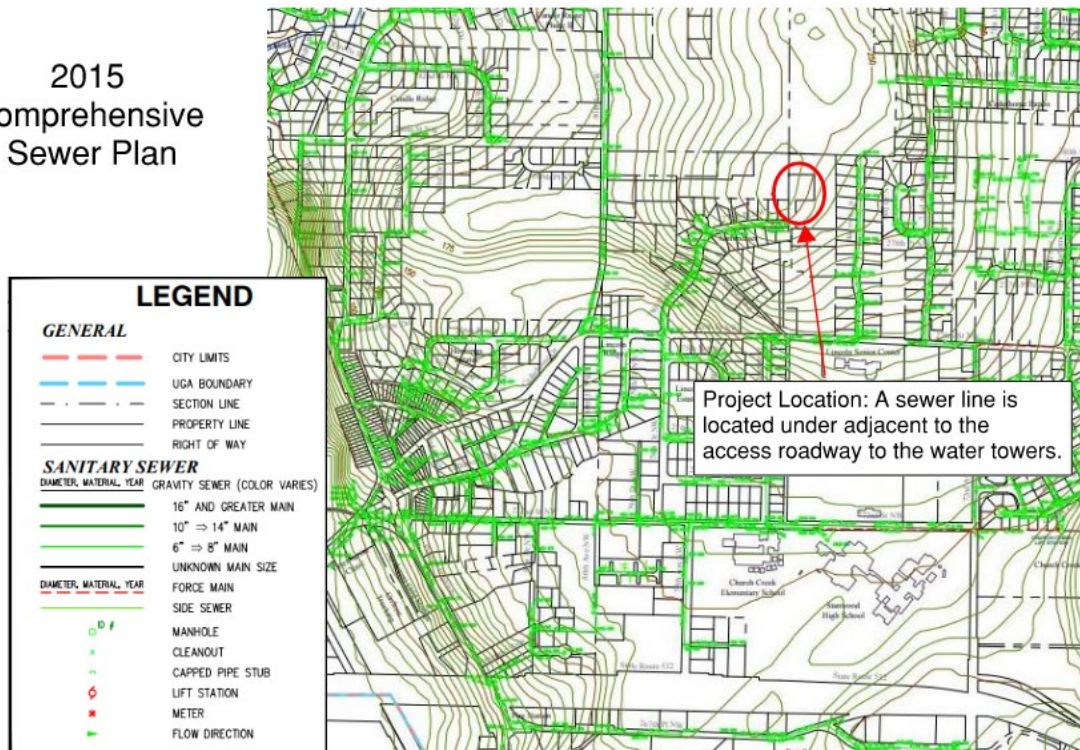
Criteria #2: The easement request does not conflict or interfere with future city projects.

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

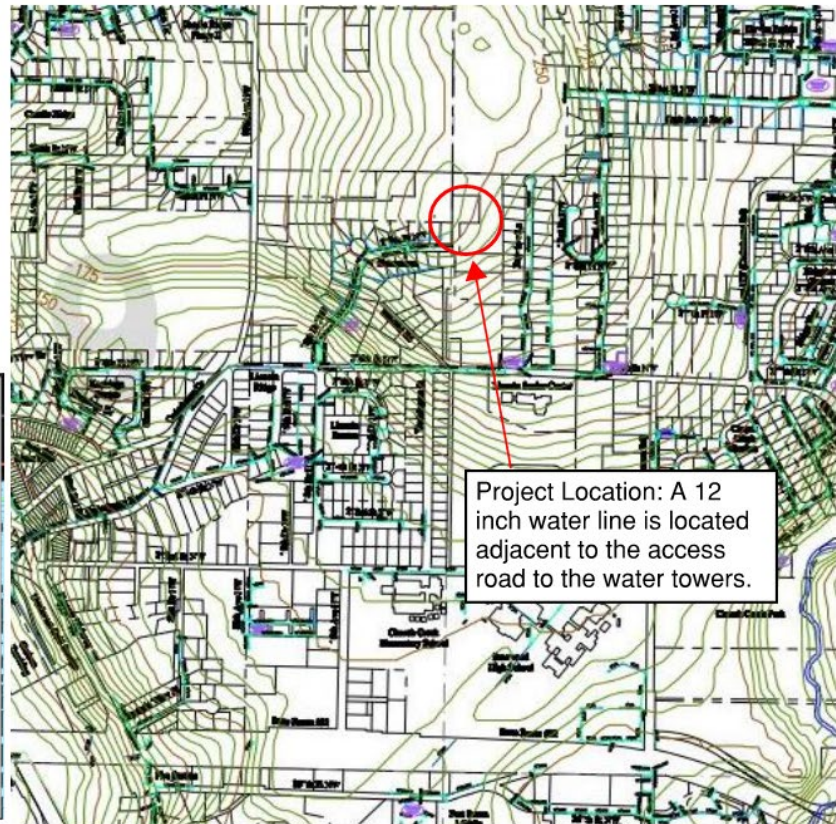
could potentially result in restriction of future land use or future city projects that have not yet been identified.

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 tower, 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

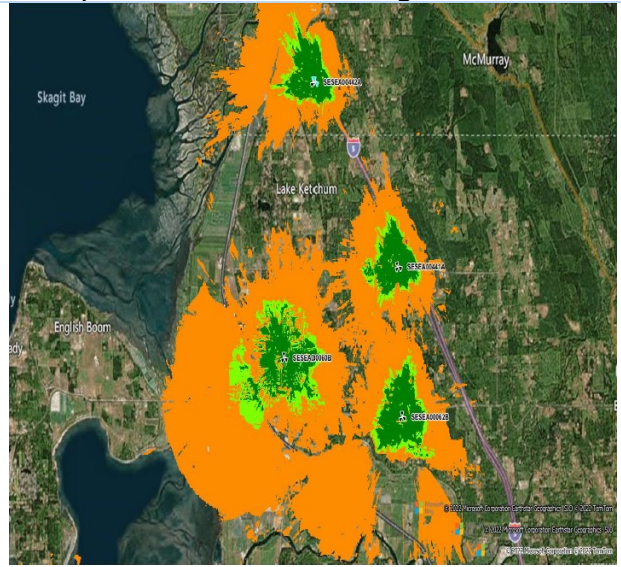
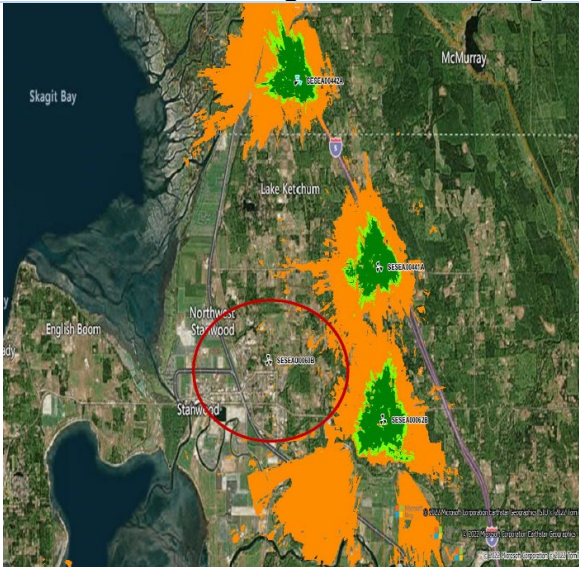
This proposal went before the Public Works Committee on August 2, 2021, October 3, 2022, and December 5, 2022 and has been revised and updated in response to Committee comments.

<i>Committee Question</i>	<i>Response</i>
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	Wireless communication facilities (WCF) are so highly regulated that interference is a very rare occurrence.

<i>Committee Question</i>	<i>Response</i>
neighboring resident has something that causes interference?	
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 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-

Committee Question

Existing Service Coverage and Proposed Service Coverage



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.

Committee Question	Response
	See the project rendering provided in the staff report which depicts a co-located facility painted the same color as 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.

Rendering of Monopole on Water Tower Property



Rendering of Co-Located Facility on Water Tower Property



<i>Committee Question</i>	<i>Response</i>
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 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 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 PI 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 PI 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 denied 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 denied 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 thorough, 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

A handwritten signature in blue ink, reading "Leslie Bradley", is written over a horizontal line.

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

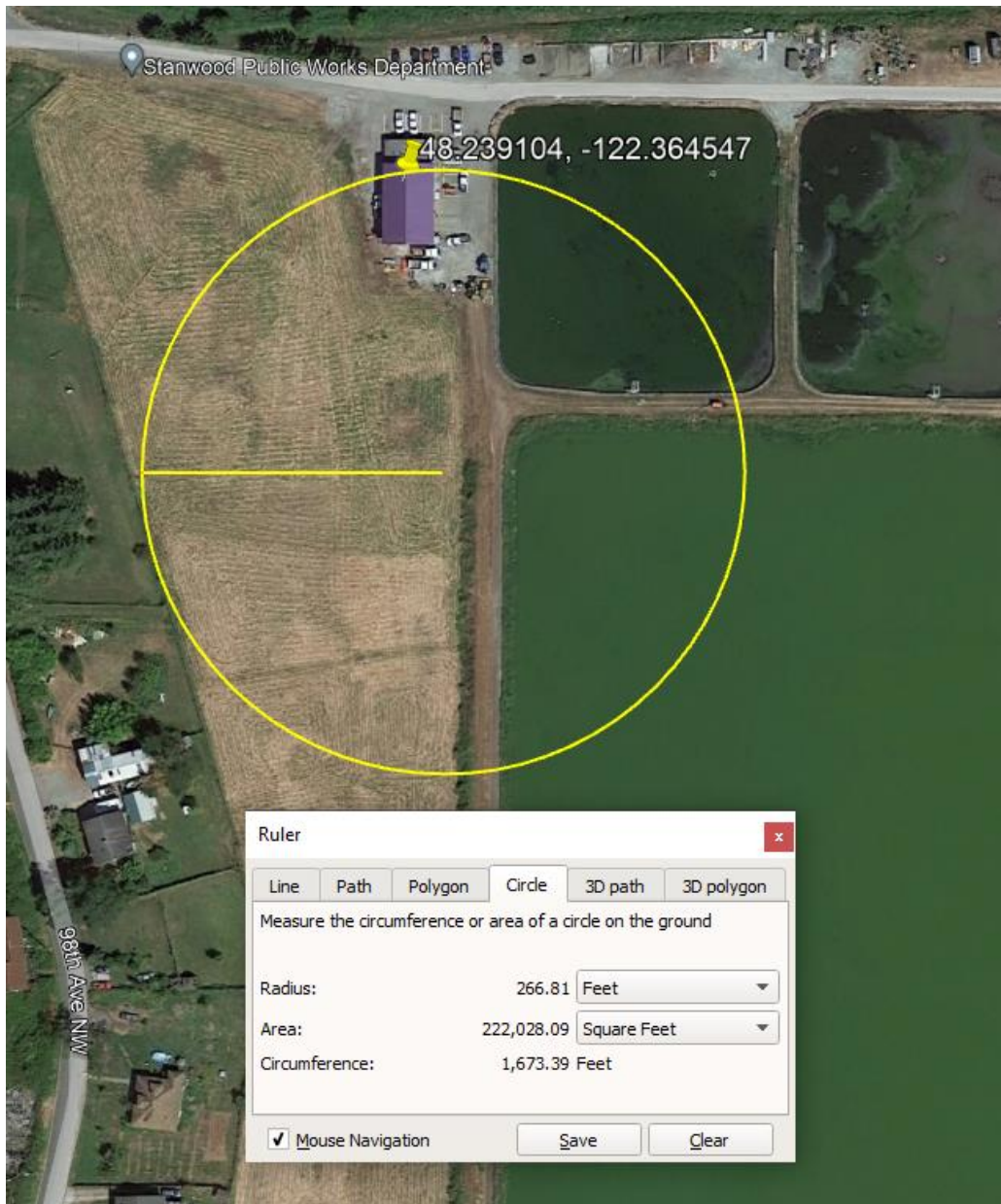
Parcel: 32032500100100

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:

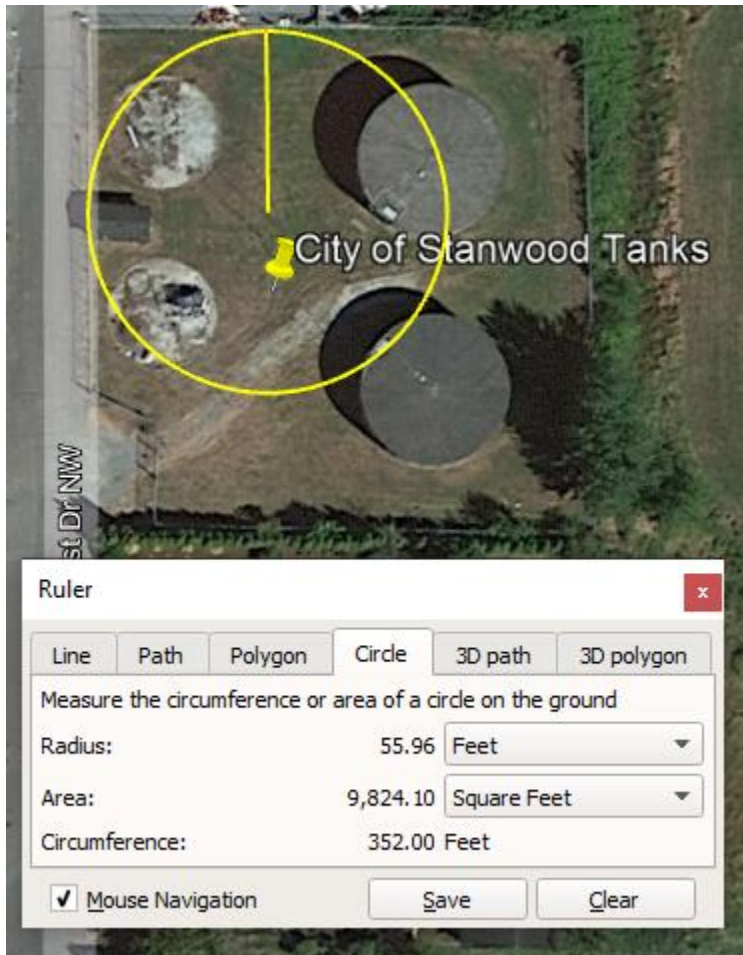
Parcel: 32041900401300

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

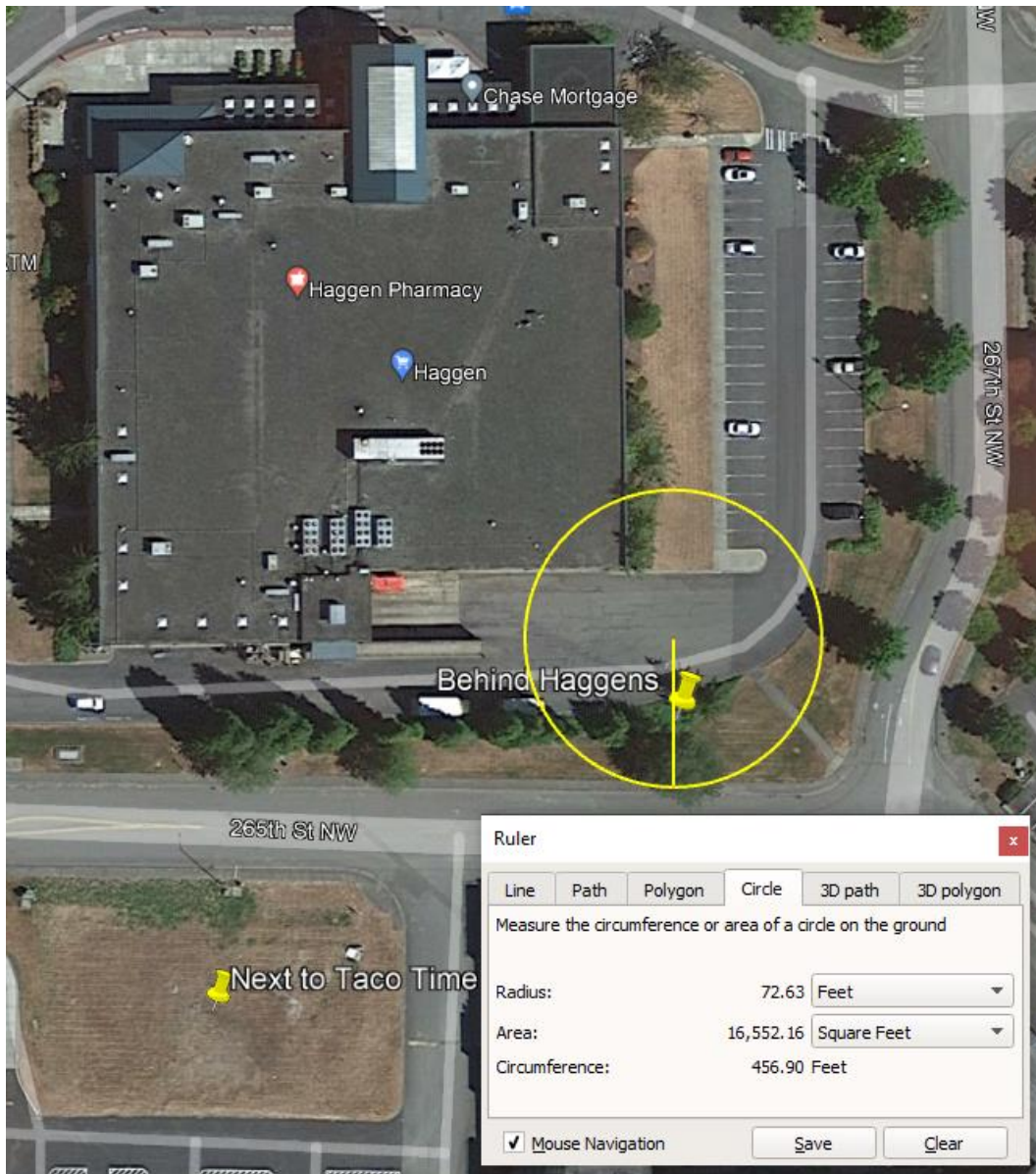
Parcel: 32042900203300

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

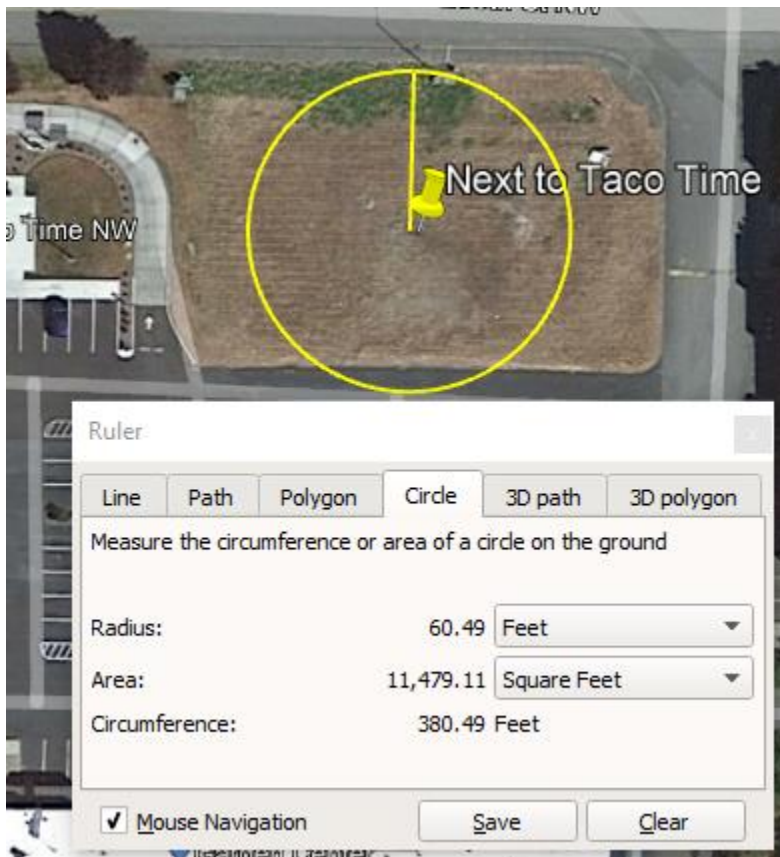
Parcel: 32042900204500

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



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 98109

10/30/09

NEW MONOPOLE CONSTRUCTION VS. CURRENT PROPOSED WATER TANK

EXHIBIT 3

SESEA00060B STANWOOD WATER TANK

LOOKING EAST TOWARD SITE



Before Installation



After Installation



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

10/10

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

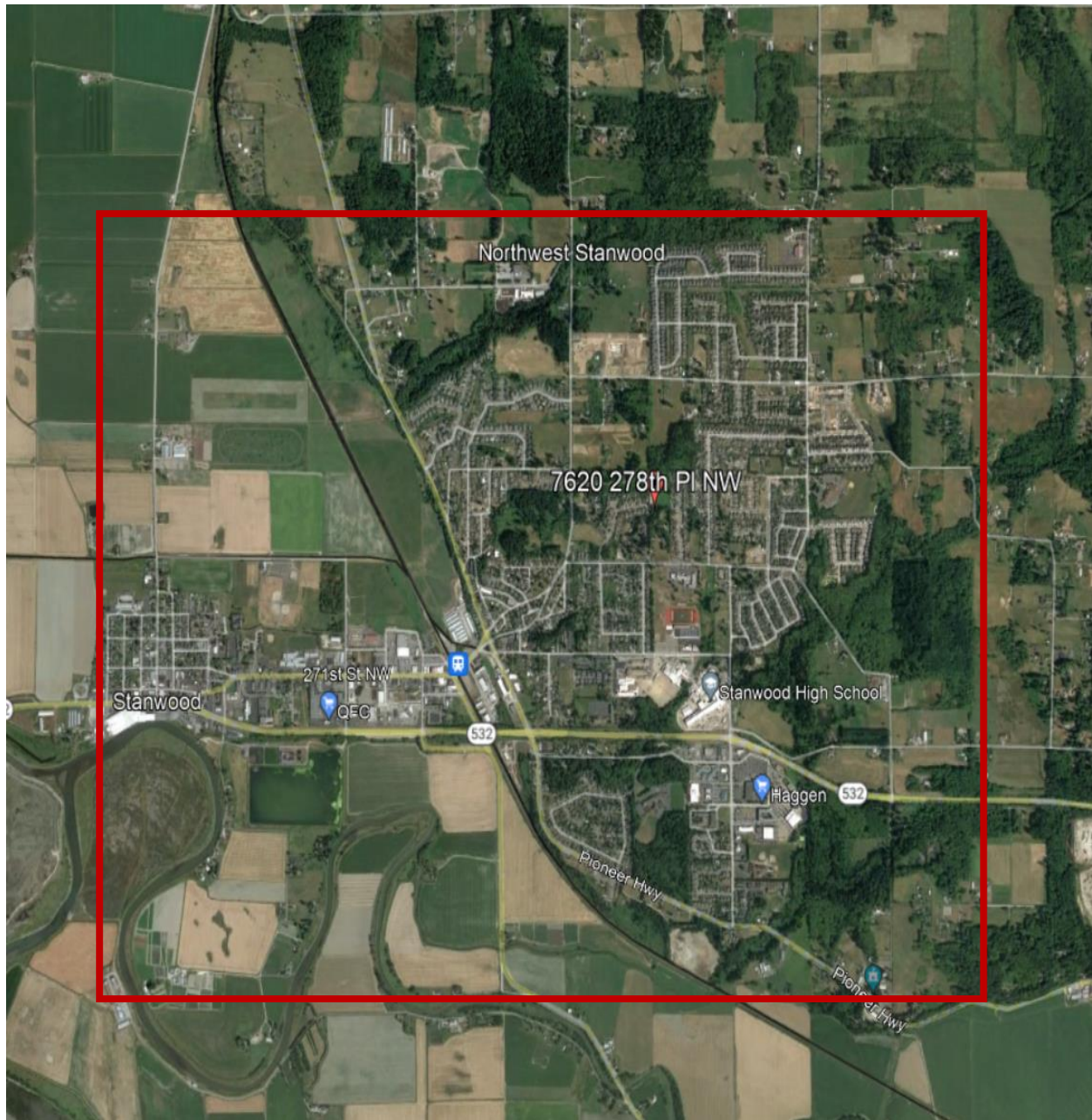
When the DISH Radio Frequency Engineer identifies coverage gaps in the system or sites that have or will reach data capacity exhaustion, they issue a “search area.” A search area is a geographical area located within the inadequately serviced area, and it is designed such that if a wireless telecommunications 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

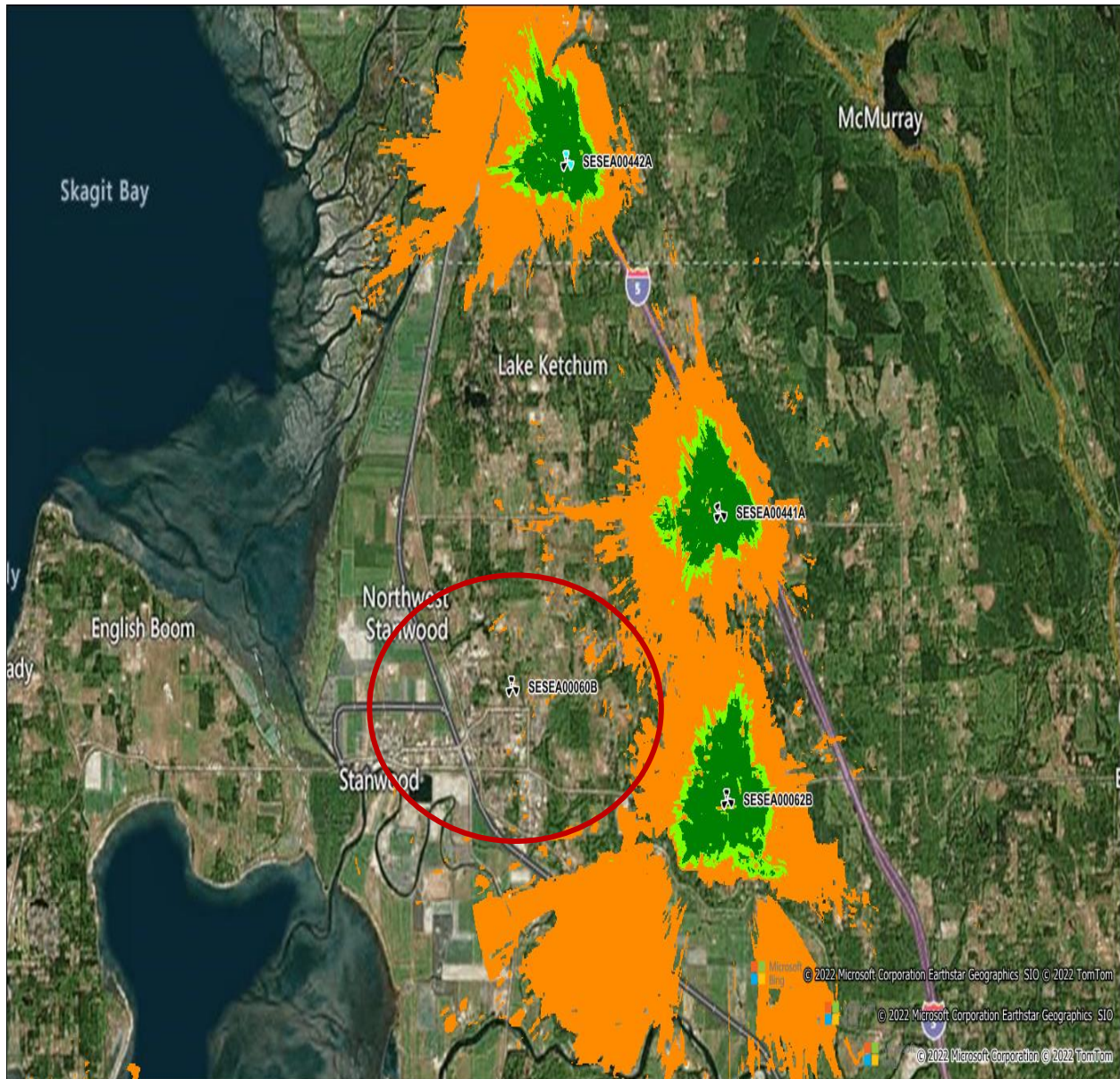
residential and commercial areas, and have continuous coverage between existing sites. Quality service will affect the residential areas, official and public buildings and commercial zones as follows:



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.

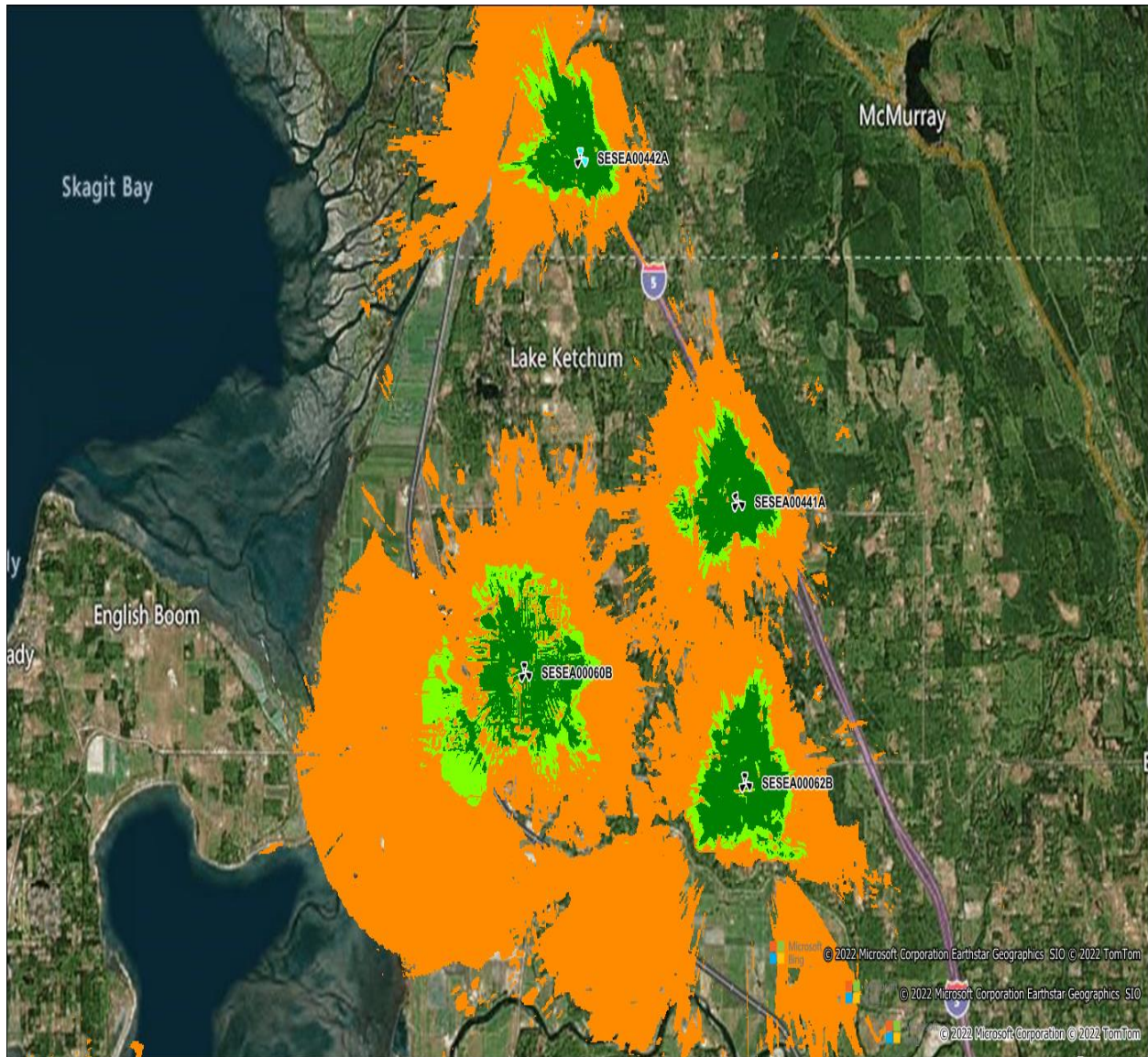
Without DISH site SESEA00060B

>=Value dBm	<Value	Color
-115.21	-103.21	Orange
-103.21	-98.21	Yellow
-98.21	-20	Green



With DISH site SESEA00060B

>=Value dBm	<Value	Color
-115.21	-103.21	Orange
-103.21	-98.21	Yellow
-98.21	-20	Green



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 Site solution.





DISH WATER TOWER Installation #2, Rochester, Minnesota

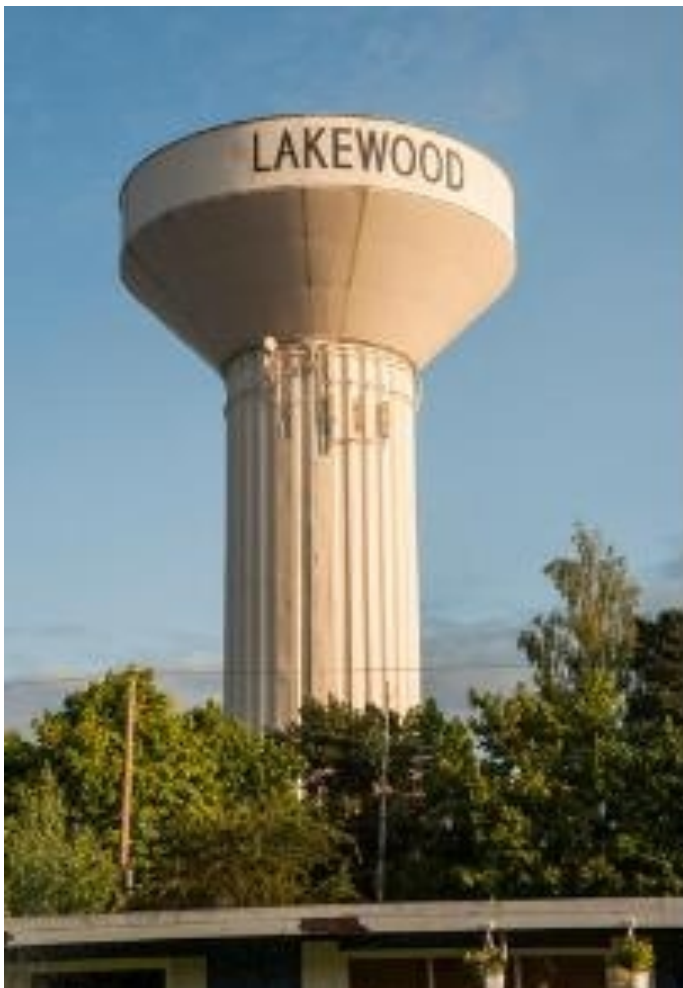


MISC Water Tank Wireless Installations

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 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)

{01433321;v6}Site Number: SESEA00060B Stanwood

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Market: Seattle

Lease Version: 1.0
10.61

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:

City of Stanwood

By: _____

Name: Sid Robert

Its: Mayor

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

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: _____

Schroeder, Tansy

From: Leslie Bradley <LBradley@morrisonhershfield.com>
Sent: Friday, March 24, 2023 2:30 PM
To: Schroeder, Tansy
Cc: Love, Patricia; Callie Bolton
Subject: DISH Wireless - Stanwood Water Tank- Follow-up from City Council Meeting

CAUTION : This email originated from outside of this organization. Please exercise caution with links and attachments.

Greetings Tansy:

We have had some time to digest the meeting last night and have formulated this response for consideration and response from the City. In consideration of the discussion, it seems that the City Council is mixing “apples and oranges”, Apples being the WCF land use permit and the oranges being the lease. The Stanwood Municipal Code is very clear about the permit process in 17.220.020 and 17.220.050, see the highlighted (yellow) sections below. **Permitted locations include placement of a minor facility located on existing non-residential buildings. 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.**

Conversely Chapter 11.220.050 (4) indicates that all other applications require a Conditional Use Process (highlighted in grey below). In the criteria listed in this section in subsections (f) and (g), it appears that we have had to meet all of the criteria in (f) and now with the requirement for a Public Hearing, we are now being required to meet all criteria of our application as if it were a Conditional Use Permit as opposed to a “Permitted Use with an Administrative review and a building permit approved by the Planning Director”.

In our understanding, Land Use has to do with the authorized use of a specific parcel or portion of a parcel through a formal permitting process based on City Zoning Code. An Easement process would be for permission to **access** a specific parcel or portion of a parcel for its intended use by the Tenant or other authorized party. Can you please confirm this understanding?

To that end the project has been termed “an Easement Review” process from the beginning for purposes of the **permit and lease** and it should have only addressed the LEASE portion of the review process. The land use should be permitted per the code. Since the water tank is a public facility, the lease terms are reviewed with the community in a public hearing for involvement of the community. The community should not be involved in a permit process that does not require their input unless it is a Conditional Use application. DISH has met all and more of the criteria for an Administrative Review and approval as outlined in the code. In the community meeting and in the Public Notice for the meeting it should be explained that the collocation on the tank is being reviewed and approved under the existing SMC. The code does NOT require public input for the Land Use portion of the proposal. Additionally, personal feelings of the council for the application are not being discounted, rather the current City Code is being applied as designed.

17.220.030 Permitted locations.

(1) *New Towers.* New freestanding 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.

(2) Co-location and Minor Facilities. WCFs may also be placed on the following existing buildings or structures:

(a) Co-location on existing, lawfully established monopole, lattice or guyed towers.

(b) Minor facilities located on existing nonresidential buildings.

17.220.050 Overall performance standards.

Wireless Communication Facilities (WCF) (Attached and Detached). **Attached and detached wireless communications facilities other than small cell facilities permitted pursuant to Chapter 17.210 SMC or eligible facilities requests shall meet the following performance standards:**

(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.). Building-mounted WCFs shall also comply with the screening standards of Chapter 17.112 SMC, Architectural Design Standards.

(2) *Separation Distance.* In all single-family residential and commercial districts, detached WCFs except for small cell facilities shall be separated by a distance equal to or greater than 1,320 linear feet. WCFs that are co-located upon a single support structure shall count as a single WCF for the purposes of this subsection.

(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. For the purposes of Chapter 17.80 SMC, these proposals shall be considered minor development proposals. Such proposals shall be approved if the following conditions are met:

(a) For minor, building-mounted WCFs, the combined antennas and supporting hardware shall not extend more than 10 feet above the roof structure. Antennas may be mounted to rooftop appurtenances provided they do not extend beyond 10 feet above the roof proper.

(b) For WCFs located on light standards and power poles, all ancillary equipment must be located underground and only one whip antenna less than 10 feet in height or one tubular antenna less than six feet in height shall be permitted. In the event that an electric utility located upon the power pole requires vertical separation between its electric facilities and the antenna so mounted, the antenna may be raised by a mount to accommodate the separation requirement to an elevation not exceeding an additional 10 feet for power poles less than or equal to 40 feet in height or 15 feet for power poles greater than 40 feet in height or the required separation, whichever is less. Any such mount shall be no greater in diameter than the existing power pole and shall be designed to blend into the colors and textures of the existing power pole. The height of such a replacement pole may be increased to accommodate the utility separation requirements as provided in the preceding sentence.

(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.

(d) Where applicable, antennas shall meet architectural design standards as required in Chapter 17.112 SMC.

(4) New freestanding WCFs, all nonexempt repair and maintenance, the expansion and/or alteration of existing WCFs, and all other WCFs not meeting the criteria for an administrative review under subsection (2) of this section require a conditional use permit to be issued by the city's hearing examiner. For the purpose of Chapter 17.80 SMC, these proposals shall be considered major development proposals. Such proposals shall conform to the following site development standards:

(f) *Criteria for Approval.* The following criteria shall apply to all WCFs for which a conditional use permit is required pursuant to this chapter:

(i) Whether the applicant has demonstrated that visual, noise, and other impacts associated with the proposed facility have been minimized to the maximum extent possible using existing concealment technology, site design, noise abatement techniques, concealment, disguise, camouflage, and/or the use of architecturally compatible improvements to existing and/or new structures, and/or underground placement of ancillary equipment. In evaluating the site design, consideration will be given to whether the facility will blend into the surrounding topography, tree coverage, foliage, and other natural and/or built features and whether locating the facility in alternative locations upon the subject property, or other reasonably available properties, would better conceal the facility;

(ii) Whether the applicant has demonstrated that the design of the proposed facility complies with the purpose and intent of this chapter;

(iii) Whether alternative locations, including other co-locations and alternative support structures, are available for the proposed facility;

(iv) Whether the proposed facility will be compatible with present and potential surrounding land uses;

(v) Whether the beneficial impacts of the proposal outweigh the detrimental impacts of the proposal; and

(vi) Whether approval of the proposed facility would endanger the public health, safety, or general welfare.

(g) Public Hearing. The hearing examiner shall conduct an open public hearing prior to acting on conditional use permit applications under this chapter.

Subsequent to the permitting issues, there was some consternation amongst the City Council on the terms of the lease and whether or not they would have to lease additional space to other carriers if presented with an application. Pursuant to SMC Chapter 17.220.050 Section 8, it does state the policy of the city to minimize the number of detached WCF's and encourage co-location. Subsequent to that the code continues that "All facilities shall make available unused space for co-location of other telecommunication facilities including space for those entities providing similar, competing services." So, yes the City would have to consider additional inquiries. However, In the case of this specific statement, this would include ground space for the equipment. In our minimal ability to see some of the Public Works drawings, we were able to see the lack of viable space on the water tank property due to all of the underground infrastructure. DISH wireless uses a minimal footprint for their ground space compared to the traditional carriers. This may be an ability for the City to consider other requests for collocation on the tank due to the lack of sufficient ground space for the equipment. The City could alternatively offer the other City owned spaces that DISH reviewed previously as possible alternatives as a solution to the requests.

(8) Co-location. It is the policy of the city to minimize the number of detached WCFs and to encourage the co-location of more than one WCF on a single support tower. No new detached WCFs may be constructed unless it can be demonstrated to the satisfaction of the permit authority that existing support towers are not available for co-location of an additional WCF, or that their specific locations do not satisfy the operational requirements of the applicant. **In addition, all detached WCFs shall be designed to promote facility and site sharing. All facilities shall make available unused space for co-location of other telecommunication facilities, including space for those entities providing similar, competing services.** Co-location is not required if the host facility can demonstrate that the addition of the new service or facilities would impair existing service or cause the host to go offline for a period of time. Nothing in this section shall prohibit the owner of an existing facility from charging a reasonable fee for co-location of other telecommunications facilities.

On behalf of DISH Wireless, we respectfully submit this to you, Patricia Love and the City for review and consideration.

Best regards,

Leslie Bradley

Project Manager

lbradley@morrisonhershfield.com



600 Stewart Street, Suite 200, Seattle, WA 98101

Mob: 206-992-1684 | Dir: 206-694-0608 | Fax: 206-906-9347

morrisonhershfield.com

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a

DATE: April 13, 2023

SUBJECT: Approval of Mayor Roberts' appointments of Sarah Oldow and Terrance Everett to the Salary Commission

CONTACT PERSON: David Hammond, Finance Director

ATTACHMENTS: A – Sarah Oldow Interest Letter
B – Terrance Everett Interest Letter

ISSUE

Should Council approve Mayor Roberts' appointments of Sarah Oldow and Terrance Everett to the City's Salary Commission?

RECOMMENDATION

Approve Mayor Roberts' appointments of Sarah Oldow and Terrance Everett to first terms on the Salary Commission. These terms will expire in February, 2026.

SUMMARY

The City's Salary Commission has two vacancies due to the expiration of the terms of Edythe Garvey and Conner Lahtonen, who have each served two terms. The mayor appoints commissioners with approval by the city council.

DISCUSSION

Ordinance 1306 established a five-member salary commission for the City of Stanwood. Each commissioner serves a three-year term and can be re-appointed for a second three-year term by the mayor with council approval. The purpose of the commission is to review the salaries of the mayor and council annually to determine whether the salaries should increase, decrease, or remain the same.

CITY COUNCIL OPTIONS

- 1) Approve Mayor Roberts' appointments of Sarah Oldow and Terrance Everett to serve a 3-year term on the Salary Commission.
- 2) Do not approve Mayor Roberts' appointments of Sarah Oldow and Terrance Everett to the Salary Commission.

RECOMMENDED MOTIONS

I MOVE TO APPROVE MAYOR ROBERTS' APPOINTMENT OF SARAH OLDOW TO SERVE AS SALARY COMMISSIONER FOR A 3-YEAR TERM ENDING FEBRUARY 2026.

I MOVE TO APPROVE MAYOR ROBERTS' APPOINTMENT OF TERRANCE EVERETT TO SERVE AS SALARY COMMISSIONER FOR A 3-YEAR TERM ENDING FEBRUARY 2026.

ATTACHMENT A

March 13, 2023

To whom it may concern,

My name is Sarah Oldow. I am interested in filling the vacancy for the city of Stanwood's Salary Commission. I believe this is one small way I can serve and give back to my community.

I was raised in the Cedarhome area of Stanwood. My husband and I wanted to raise our family back in my hometown. We moved back in 2005. I've been an employee of the Stanwood-Camano School District since 1992, teaching at the elementary and middle school levels.

Thank you for considering me for the position.

Sincerely,



Sarah Oldow

ATTACHMENT B

March 2, 2023

Dear Hiring Committee,

I am writing to express my sincere interest in the Salary Commission vacancy in Stanwood, Washington. As an experienced professional with a passion for community service, I believe I would make a valuable addition to the commission and contribute to its important work.

Over the years, I have developed a deep understanding of the importance of local government and the critical role it plays in shaping our communities. I have always been an active participant in my community and have worked with various boards and committees, which has allowed me to gain valuable insights into the needs of our community members.

I believe that my strong analytical skills, attention to detail, and ability to collaborate effectively with others make me an ideal candidate for the Salary Commission vacancy. I am committed to ensuring that our public employees are fairly compensated for their hard work and dedication to our community, while also being mindful of the financial constraints that the city may face.

I look forward to the opportunity to serve my community as a member of the Salary Commission and to contribute my expertise towards ensuring that the city attracts and retains high-quality employees. Thank you for your consideration of my application.

Sincerely,

Terrance Everett
Stanwood, WA



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b
DATE: April 13, 2023
SUBJECT: Downtown Park Name Approval
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: None

PURPOSE

The purpose of this agenda item is for Council adoption of “Railroad Park” as the formal name of the downtown park at the northeast corner of 271st Street and 84th Avenue (Florence Street).

SUMMARY

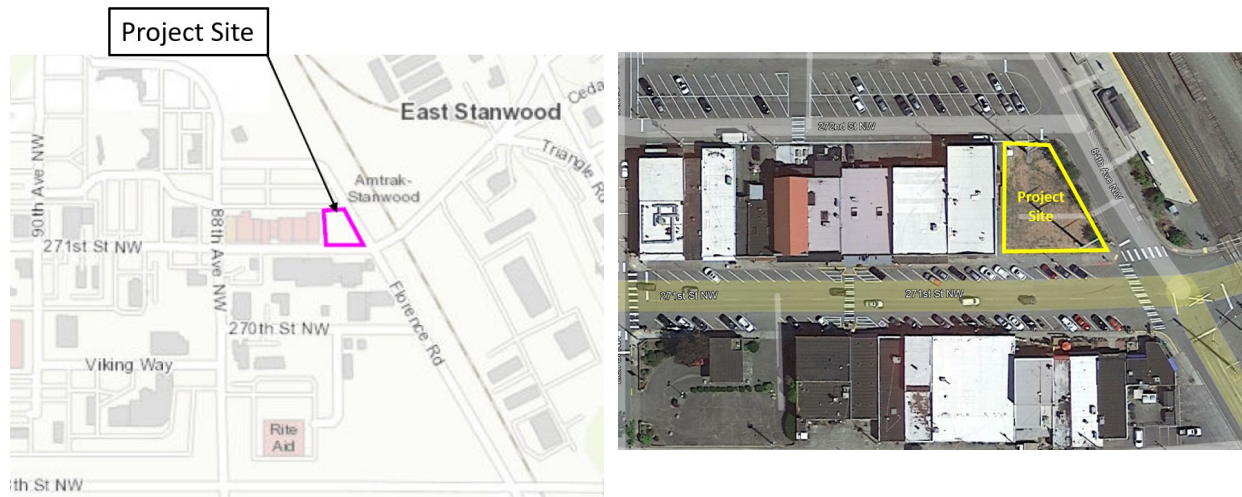
The City purchased the property commonly known as the Sebranke or downtown park site which contained soil contaminants. The City, with grant funding from the Department of Ecology and Commerce, completed the site cleanup project in 2022. All contaminated soils were removed and replaced with clean backfill material, controlled-release oxygen powder was applied in the excavated footprint, a liner was installed over the cleaned backfill and three groundwater monitoring wells were installed. With the completion of the Phase 1 cleanup/remedial action, Phase 2 will begin which includes a 5-year ongoing ground water monitoring period.

With the cleanup site work completed, design of the park is beginning. Part of that work includes formally naming the park.

BACKGROUND

The City purchased the downtown park site as part of the Twin City Mile downtown revitalization project. 271st Street project elements include improving pedestrian safety and comfort, reconfiguring travel lanes and parking, building wider sidewalks and plaza areas, improved street lighting, adding wayfinding signage, building park areas and gateway features, and installing street trees, art, and other curb appeal amenities.

The downtown park is located on 84th Avenue (Florence Road) next to the Amtrak Station. The site is bordered by historic commercial buildings on the west side of the property and the railroad line used by Amtrak and general freight to the east.



The City envisions an urban, hard surface downtown park, that can be used by shoppers and tourists as a place to stop, rest and enjoy the day. The intended design will support the many special events held along 271st Street by creating a sense of “place” within the downtown area that promotes a strong business district and useable community space.

Graphics below provide inspirational images for the future design.

Decorative Shade Awning:



Outdoor / Multipurpose Game Tables:



Train Style Gazabo (Stanwood Train Station)



“Train” Depot Style with Heavy Beams, Multilevel Roof or Copula, Open Sides, Weathervane

Desired Park Features

- Train Themed Gazabo
- Railroad Accents / Play Feature
- Multi-level Seating Features
- Information / Wayfinding Signage
- Power (Festival Box) & Mainstreet
- Improved Lighting
- Track Themed Pavement / Rails in Pavement Concept
- Safety Divider / Buffer Features Between Park and Roads
- Space / Infrastructure for Holiday Tree

ANALYSIS

Along with drafting the design guidelines for the downtown park, staff initiated a process to formally rename the park. An internal staff poll was conducted to propose names for the park. Those names were then taken to the Parks and Trails Advisory Committee (PTAC) to obtain their recommendation.

Staff Survey
Recommended Downtown Park Names

Park Name	Votes
Railroad Park/ Depot Park / Railroad Station Park	6
Centerville Park	5
Twin City Park / Mile End Park	5
Florence Park	2
1904 Park	1
East Stanwood Park	1
Rondan Park (Norwegian Park Name)	1
Old Town Park	1
Stoluck-Wa-Mish Park (Native America Name Stillaguamish)	1
Triangle Park	1
271st Street Park	1

The PTAC was asked to review the above suggested names and provide a recommendation on their top three choices. On February 21, 2023, PTAC reviewed the names and overwhelmingly recommended the name Railroad Park. Their second choice, which was VERY difficult to get out of them, was Train Park. They want the Council to know that Train Park was a very distant second choice. They did not give a third choice.

PTAC

Downtown Park Recommendation:

Railroad Park

One Councilmember has reached out to staff requesting that the name incorporate and reference some of Stanwood's history. That spot was home of the service station called Depot Service Station. Their suggestion was to name the park East Stanwood Depot Park or East Stanwood Park.

FINANCIAL IMPACT

Fiscal Impact			
There is no cost associated with this request. In the future, a sign will be placed on the property with the formal park name and with logos of those agencies that helped fund the project, which includes the site cleanup funds from the Department of Ecology and Department of Commerce.			
Fund(s):	594.76.63.20 Downtown Park		
Amount:	\$200,000	Project Estimate:	\$0
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends the Council accept the PTAC's recommendation and adopt the name "Railroad Park" for the 271st Street park site.

Committee/Board Recommendation:

As noted above, the Parks and Trails Advisory Committee recommended the name Railroad Park for the 271st Street park site.

CITY COUNCIL OPTIONS

1. Accept the PTAC's recommendation and formally name the 271st Street site as "Railroad Park".
2. Send the matter back to staff and PTAC with policy guidance.
3. Reject the name Railroad Park and formally adopt another name.

PROPOSED MOTION

I MOTION TO FORMALLY NAME THE 271ST STREET PARK SITE AS "RAILROAD PARK".

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c
DATE: April 13, 2023
SUBJECT: 2023 City Hall / Police Station Renovations
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A - Mackenzie Contract Amendment

PURPOSE

The purpose of this agenda item is for Council to authorize the Mayor to sign a contract with Mackenzie for the 2023 City Hall and Police Station renovations.

BACKGROUND

As part of the 2023 / 2024 budget the Council directed staff to begin working on a renovation plan for City Hall and the Police Station. Mackenzie worked with staff to prepare draft floor plan concepts for each building.

Anticipated renovations are broken into phases to fall within the 50% valuation limitations of the floodplain regulations.

- Phase 1 – City Hall & Police Station: Bathrooms, Kitchens, Break Rooms, Minor Office Space Changes, and Initial Assessment of Floor Leveling of City Hall
- Phase 2 – Police Station: Records Clerk, Patrol, Evidence and Archive space
- Phase 2 – City Hall: Potential Floor Leveling (If Not Completed In Phase 1)

ANALYSIS

Mackenzie was hired in 2019 to prepare the site and architectural drawings for the Stanwood Civic Campus project. Since then, the City Council has debated how best to provide civic buildings and functions to Stanwood residents. The Council has considered floodplain regulations, Comprehensive Plan goals and policies, the Downtown Master Plan citywide vision, public comments, and professional staff and consultant recommendations.

The 2023/2024 workplan includes two directives regarding siting a civic campus: short-term and long-term objectives.

- Short Term: Upgrade the Police Station and City Hall to maintain the buildings structural integrity and functions.
- Long Term: Continue evaluating potential sites for relocated city facilities.

Mackenzie has prepared a scope of work to prepare the building plans and permits for the short term improvements to keep the City Hall and Police Station functioning while decisions are being made on the long term solutions. Work under their proposed contract include:

- Prepare design documents
- Prepare construction documents
- Provide permitting assistance
- Assist with bidding process
- Construction Contract Administration

Fiscal Impact																				
The 2023/2024 budget includes design, permitting and construction of the City Hall / Police Station renovations. Work under this task is broken down as follows:																				
		<table><tr><th>Work Element</th><th>Cost</th></tr><tr><td>Design Documents</td><td>\$52,600</td></tr><tr><td>Construction Documents</td><td>\$35,850</td></tr><tr><td>Permitting Assistance</td><td>\$8,650</td></tr><tr><td>Bid Assistance</td><td>\$9,845</td></tr><tr><td>Construction Contract Administration</td><td>\$51,020</td></tr><tr><td>Reimbursable Expenses</td><td>2,000</td></tr><tr><td>Total Contract Amount:</td><td>\$159,965</td></tr></table>	Work Element	Cost	Design Documents	\$52,600	Construction Documents	\$35,850	Permitting Assistance	\$8,650	Bid Assistance	\$9,845	Construction Contract Administration	\$51,020	Reimbursable Expenses	2,000	Total Contract Amount:	\$159,965		
Work Element	Cost																			
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Bid Assistance	\$9,845																			
Construction Contract Administration	\$51,020																			
Reimbursable Expenses	2,000																			
Total Contract Amount:	\$159,965																			
Once the project has been bid, staff will return to Council to award the construction contract portion of the project.																				
Fund(s):	594.18.62.11 Police / City Hall Design																			
Amount:	\$180,000	Project Estimate:	\$159,965																	
Budget Authorized	[X] Yes [] No	Amendment Required	[] Yes [X] No [] Monitor																	

RECOMMENDATIONS

Staff Recommendation:

Staff recommends that the Council authorize the Mayor to sign the contract amendment with Mackenzie for the 2023 City Hall / Police Station Renovation Project.

Committee/Board Recommendation:

N/A; Full Council Action

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the contract amendment with Mackenzie for the 2023 City Hall / Police Station Renovation Project.
2. Request changes to the proposed scope of work.

PROPOSED MOTIONS

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE CONTRACT AMENDMENT, ATTACHED AS EXHIBIT A, WITH MACKENZIE FOR THE 2023 CITY HALL / POLICE STATION RENOVATION PROJECT.



PER PSA SUPPLEMENTAL AGREEMENT #8
(MASTER CONTRACT #2019-49)
BETWEEN CITY OF STANWOOD, WASHINGTON (CITY)
AND MACKENZIE (CONSULTANT)

APPROVED TASK ORDER

TASK ORDER: 2019-49.08

PROJECT NAME: 2023 City Hall / Police Station Renovation Project

This shall constitute an approved Supplemental Agreement between CITY and CONSULTANT dated June 13, 2019 ("AGREEMENT"). The scope of services, cost estimate, and rate sheet are incorporated into the Agreement.

Project Scope of Services:

Mackenzie will provide architectural design, permitting and construction management services for the City Hall / Police Station renovations. The following is a summary of tasks:

Tasks:

- Prepare design documents
- Prepare construction documents
- Provide permitting assistance
- Assist with bidding process
- Construction Contract Administration

CONSULTANT agrees to perform the tasks listed above and described in Exhibit A for a fee amount of **\$159,965 dollars (One hundred fifty-nine thousand, nine hundred sixty-five dollars and no cents)**, unless otherwise modified by CITY'S Public Works Director in a signed writing/subsequent Task Order Approval Form.

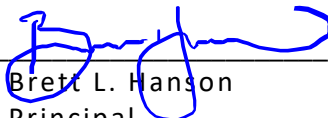
Performance of the services shall be subject to the terms and conditions contained in AGREEMENT.

Dated this _____

CITY OF STANWOOD

By: _____
Sid Roberts
Mayor

MACKENZIE

By:  _____
Brett L. Hanson
Principal

February 8, 2023 (*Revised March 30, 2023*)

City of Stanwood
Attention: Patricia Love
10220 270th Street NW
Stanwood, WA 98292

Re: **Stanwood Civic Center**
Renovation of Police and City Hall
Project Number 2190151.06/.07/.08

Dear Patricia:

Mackenzie appreciates the opportunity to continue services for the City of Stanwood ("Client") renovation of the existing City Hall and Police Department and pleased to present the following scope of services and fee proposal.

Mackenzie's integrated team of design professionals will provide architectural and interior design as well as land use planning services for the above project. In addition, Mackenzie will retain mechanical, electrical, and plumbing (MEP) and cost estimating consultants to complete the team. See attached proposals from our consultants (Attachment B and Attachment C).

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

BASIS OF DESIGN

The following describes in detail the elements that define the basis of our proposal.

It is understood that the primary Core Team for the Client will comprise of Patricia Love as the Client project lead and primary point of contact. During the project, Mackenzie will communicate via 30-minute bi-weekly conference call check-ins with Patricia Love. The Client will not be hiring an owner's representative to facilitate the project on the Client's behalf.

The proposed project consists of interior renovation of the existing City Hall building located at 10220 270th Street NW and the existing Police Department located at 8727 271st Street NW, Stanwood, Washington. We understand the following project parameters:

1. City Hall and Police Department/Annex buildings will receive interior renovation as described in the September 28, 2022 Pricing Plans (Attachment A). Improvement to include phases I, II, and III. City Hall phase III improvements will not include C1, C2, or C3 as part of the planning. As an optional addition, the Client may consider including a folding partition wall to separate the Conference Room from the Mayor's Office, which has been defined in the scope of work as an optional service. Police Department improvements will include modifications to the public restroom as amended in Attachment A.



2. The improvements, as defined in Attachment A, are limited to interior wall, door, finish, and cosmetic changes, and minimal mechanical, electrical, and plumbing changes. No structural modifications are planned within the planned renovations.
3. The Client is currently planning to manage selection and procurement of furniture directly. Appliances and attached equipment will be specified by Mackenzie within the bid documents. As an optional service, Mackenzie has included services for furniture design, procurement assistance, and coordination during install in the event the Client elects not to manage directly.
4. Existing building electronic documents do not exist except in PDF format as utilized for conceptual considerations and pricing reflected in Attachment A. In order to prepare construction documents, the existing buildings will require site verification and measurement to prepare electronic documentation.
5. We understand that the existing City Hall exhibits select floor areas that are not level throughout the building. The exact cause surrounding the condition is undetermined. The City is looking to initially conduct a high-level visual assessment of the condition as a starting point to determining potential causes and recommendations for next steps. The remedy, however determined, is expected to be included in future design and construction phases outside this initial assessment.
6. The construction budget for each building has been established based on the maximum cost of substantial improvements as defined by FEMA and limited to 50% of current market value of each existing building. Based on the Client provided appraisal, the estimated maximum construction cost, including tax and contingency is \$362,500 for City Hall and \$500,000 for the Police Department based on December 1, 2022 correspondence. The outlined planned improvements exceed these allowable limits (\$470,958 for City Hall and \$575,986 for the Police Department); however, to allow flexibility in improvement selection at time of bid, the Client has requested the improvement be developed as bid alternates.
7. The project documents will be developed in two (2) subsequent packages for each of the two (2) buildings: Design Development and Construction Documents. Construction Documents will be utilized for Permit application and Bidding. One (1) cost estimate will be conducted at the completion of Construction Documents and is currently included in the base scope of work. An optional estimate to be conducted at the conclusion of Design Development has been included as an optional expanded service.
8. Each identified phase within Attachment A will be designed and identified as individual deductive bid alternatives as outlined in the attachment to allow the Client to select the level of improvements within the allotted budget targets.
9. The project is anticipated to be bid through a standard design/bid/building procurement method. The Client plans to utilize the 2021 Standard Specification M 41-10 for the Division 00 and 01 bid documents. Mackenzie will assist the Client in tailoring these documents to the project specifics and coordinate with the Client during the review process.

SCOPE OF SERVICES

Design Development (fixed): 2190151.06

Time Duration: 8 Weeks

Provide Design Development documents based on Attachment A. Design documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, typical construction/finish details, and interior elevations.

Design Development shall include:

1. Meet virtually with Patricia Love for bi-weekly 30-minute project management check-in calls.
2. Virtually meet with Client to kick off design development phase services. Attendance will include Mackenzie and MEP consultants.
3. Site verify existing buildings, take measurements, and prepare electronic floor plan documents for utilization during document development.
4. Visually assess current unlevel floor and accessible foundation conditions to provide next level recommendations and steps.
5. Outline of material/finish selection specifications.
6. Cutsheets of proposed lighting and plumbing fixtures.
7. Develop Design Development documents (for each building):
 - A. Preliminary building code analysis to establish use, occupancy, required separations, exiting, preliminary fire/life/safety review, plumbing criteria, etc. as required for application for permit under the 2022 IBC for existing buildings.
 - B. Demolition floor, reflected ceiling, and mechanical, electrical, and plumbing plans.
 - C. Architectural floor plan, finish floor plan, and schedule of interior finishes.
 - D. Reflected ceiling plan, including new light fixtures.
 - E. Interior elevations and details.
 - F. Electrical and Telecommunication plans, including lighting, electrical, and data locations.
 - G. Mechanical and Plumbing plans.
8. Issue Design Development set for Client review.
9. Optional Service: Issue for Design Development cost estimating.
10. Meet virtually to review Design Development documents. Client comment and design refinement will be documented and addressed within the Construction Document development phase.
11. Obtain written approval from Client to proceed with Construction Documents.

Construction Documents (fixed): 2190151.06

Time Duration: 8 weeks

Provide Construction Documents based on the approved Design Development documents. The Construction Documents shall set forth in detail the requirements for construction of the project and will be utilized for Permitting and Bidding.

Construction Document Development shall include:

1. Meet virtually with Patricia Love for bi-weekly 30-minute project management check-in calls.
2. Project specifications, including incorporation of Client provided Division 00 specifications sections.
3. Meet virtually to review and coordinate Client provided Division 00 specifications sections, Division 01, and bidding process.
4. Develop Construction Documents (for each building):
 - A. Complete building code analysis to establish use, occupancy, required separations, exiting, preliminary fire/life/safety review, plumbing criteria, etc. as required for application for permit under the 2022 IBC for existing buildings.
 - B. Demolition floor, reflected ceiling, and mechanical, electrical, and plumbing plans.
 - C. Architectural floor plan, finish floor plan, and schedule of interior finishes.
 - D. Reflected ceiling plan, including new light fixtures.
 - E. Enlarged restroom plans.
 - F. Interior elevations and details.

- G. Interior casework elevations and details.
- H. Electrical and Telecommunication plans, including lighting, electrical, and data locations.
- I. Electrical and Telecommunication schedules.
- J. Mechanical and Plumbing plans.
- K. Mechanical and Plumbing schedules.
- 5. Issue Construction Document set for Client review and Cost Estimating.
- 6. Meet virtually to review Construction Documents and Cost Estimate.
- 7. Client comment and design refinement will be documented and one (1) round of revision completed prior to final Construction Document release for Permitting and Bidding.
- 8. Obtain written approval from Client to proceed with Permit Submission and Bidding for each building package.

Permitting Assistance (hourly): 2190151.07

Time Duration: 3-4 weeks

Mackenzie's involvement in permitting of the project includes submitting for and resolving (to the extent defined below) plan review comments for the following permits:

- A. Building permit (including demo work) for each building

Note that the project may also require other permits, including fire alarm, sign, etc.; Mackenzie's Scope does not include assistance with these permits. Client understands it is their sole responsibility to ensure all required permits are properly obtained from appropriate agencies.

- 1. Calculate project cost and estimate permit intake and/or issuance fees using City-prescribed formula and current project assumptions. Includes preparation of custom PDF fee estimate if desired.
- 2. Prepare permit applications and associated forms for the permits listed above.
- 3. Monitor City plan check comments and distribute them to Client, design team, and/or consultants. Assumes six (6) hours.
- 4. Update plans/respond to one (1) round of plan check comments electronically.
- 5. Notify Client of approval permit when confirmed by City.
- 6. Coordinate payment from Client and arrange for Client to pick up permit at City.

Bid Assistance (hourly): 2190151.07

Time Duration: 4-5 weeks

Mackenzie will assist the Client in obtaining competitive bids for the construction of the work as follows:

- 1. Assist Client with incorporation of Client provided Division 00 and 01 specifications for the project (instruction to bidders, bid forms, general conditions, etc.). Mackenzie will work with Client to tailor 2021 Standard Specification M 41-10 to project and coordinate review, revision, and finalization of the Division 00 and 01 specifications for use in bidding.
- 2. Issue Bid Documents consisting of bidding requirements, proposed contract forms, general conditions, supplementary conditions, drawings, and specifications to Client selected plan center for bidding.
- 3. Consider Substitution Requests, properly submitted as allowed by the Contract Documents, and include an approved Substitution Requests in addenda. Up to 10 substitution requests reviews included.
- 4. Organize, prepare agenda, and attend pre-bid meeting at project site. It is assumed Client will arrange and facilitate pre-bid meeting and site tours.
- 5. Prepare pre-bid meeting minutes and issue to attendees.

6. Respond to written questions from General Contractors during the bid period via addenda as appropriate to address clarifications to bid documents prepared by Mackenzie and/or our consultants.
7. Receive and log General Contractor's sealed bids.
8. Open and review sealed bids with Client to evaluate conformance with bid criteria. Architect will document and distribute bid results to General Contractor bidders upon Client's written approval to do so.

Construction Contract Administration (hourly): 2190151.08

Time Duration: 16-20 weeks

Mackenzie will provide administration of the construction contract between the Client and the General Contractor as follows:

1. Mackenzie architect, interiors, and a representative from the MEP consultant will attend pre-construction meeting at City Hall.
2. Provide in-office support to assist with normal Construction Contract Administration duties for items such as phone calls and requests for additional information (RFIs) for clarification to Contract Documents prepared by Mackenzie and our consultants as follows:
 - A. Project Architect for up to ½ hour a week for 20 weeks.
 - B. Project Manager for up to 4 hours a week for 20 weeks.
 - C. Interiors technical support for up to 6 hours a week for 20 weeks.
 - D. Mechanical, Electrical, and Plumbing support as defined in their attached proposals.
3. Conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
 - A. Architect or Interior designer to attend up to three (3) job site visits.
 - B. Mechanical, Electrical, and Plumbing support to attend up to one (1) job site visit.
4. Provide in-office support for review of properly prepared specified submittals. We have included up to one (1) round of review for each required submittal per each anticipated specification section.
5. Maintain a project log for items such as addenda, substitution requests, RFIs, submittals, COPs, and change orders.
6. Process and review monthly properly prepared applications for payment from the General Contractor.
7. Interior designer will conduct a punch list site visit to observe the substantially complete work-in-progress, prepare written punch list report, and prepare and issue a Certificate of Substantial Completion.
8. Process and review project close-out materials up to one round of review and comment.
9. Provide record contract documents based on formally issued modifications to the contract documents and General Contractor as-built mark-ups of Construction Documents.

OPTIONAL EXPANDED SERVICES

Furniture Coordination

1. Provide coordination for new furniture selection with furniture vendor both City Hall and Police Department.
2. Provide generic workstation block plan and layout for new furniture systems.
3. Develop preliminary furniture concepts and furniture layouts.
4. Coordinate with selected furniture vendor for preliminary furniture concepts and provide furniture guidelines.
5. Meet with furniture vendor to finalize furniture selections and upholstery/finish options.
6. Meet at City Hall with Client to review final furniture selections and upholstery/finish options.
7. Provide coordination with furniture vendor for one (1) minor revision to furniture option or finishes.
8. Issue revised furniture options and finishes to Client electronically for final approval.

9. Provide coordination with furniture vendor and Client for final specifications.
10. Issue final furniture selections to furniture vendor. All pricing to be provided by furniture vendor and coordinated directly with Client for final approval and payment. Furniture vendor to provide order documentation and delivery coordination.

Assumptions

1. Field verification and documentation of existing furniture is not required or will be provided by the Client.
2. Final furniture specifications and installation documents will be developed and provided by vendor.
3. Furniture purchase will be negotiated by the Client with a single furniture vendor.
4. Vendor will be responsible for punch list.

Design Development Cost Estimate

1. Conduct cost estimate at completion of Design Development phase.
2. Estimate will be utilized to initially establish the basis of the estimate that the Construction Document phase estimate will be based on.

Folding Partition Design

1. Research, select, and coordinate with Client on selection of folding partition system.
2. Design, coordinate, and document folding partition system into City Hall design documents as a bid alternate.
3. Design and coordination will involve architecture, interior design, and structural engineering.
4. Provide engineering calculations and design to accommodate additional structure to support folding partition system.
5. Facilitate design through bidding and permitting.
6. Review submittal and provide design assistance during construction contract administration.
7. Conduct site observation of installed system during punch list.

FEE SUMMARY

Our fixed and hourly fees with an estimate for the disciplines and related design services described above are as follows:

Design Development:	\$52,600
Construction Documents:	\$35,850
Subtotal (fixed fee):	\$88,450
Permitting Assistance:	\$8,650
Bid Assistance:	\$9,845
Subtotal (hourly):	\$18,495
Construction Contract Administration:	\$51,020
Subtotal (hourly):	\$51,020

Optional Expanded Services:

Furniture and Fixture Coordination	\$14,800
Design Development Cost Estimate	\$5,220
Folding Partition Design	\$8,030

Reimbursable expenses (printing, copying, deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.12 times cost.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client-Provided Consultant Services

- 1.a. Client will provide current electronic files of existing building(s), any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
- 1.b. Scope and fee are based on Client not hiring a third party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.

2. Scope of Service Acknowledgements

- 2.a. Mackenzie Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases.
- 2.b. Mackenzie Scope of Service and fees are based on the construction of the City Hall and Police Department running concurrent, which allows for consolidated site visits, and to be bid and completed by the same General Contractor.
- 2.c. Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.
- 2.d. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.
- 2.e. All meetings will occur virtually, other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration. During Construction

Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review Construction Phase meeting minutes for those meetings attended by Mackenzie for general consistency with Mackenzie's interpretation of topics discussed and communicate such to General Contractor for their use in preparing Construction Phase meeting minutes.

3. Existing Conditions

- 3.a. Building/Site Renovation: Mackenzie will work with the Client to align on the Client's program for the Project, including goals and objectives, and will develop the design in accordance with applicable codes and laws, subject to and in accordance with the applicable standard of care. Client acknowledges that Projects involving additions and remodels of existing sites/buildings (compared to new construction) create more uncertainty and subjectivity as to code and law interpretation and increases the chance that applicable agencies will have differing interpretations that might require redesign services. Such agency interpretations may not be made known until the Construction Documents and/or Plan Check phase of the Project. Accordingly, Client acknowledges and agrees that Mackenzie expressly excludes any services necessary to address these types of differing code and law interpretation issues from Mackenzie's Scope of Services, and that such services (including any necessary redesign services) will, upon Client's approval, be performed by Mackenzie as an additional service.
- 3.b. Conditions not depicted on available existing site and/or building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
- 3.c. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification, and other such parameters affecting design, construction documents, and permitting.
- 3.d. Based upon our limited initial understanding of the project, it does not appear that a seismic upgrade will be required to the existing facilities as triggered by code or other jurisdictional requirements. These triggers typically include, but are not limited to, change of use/occupancy classification or modification to existing structural systems. Should it be determined throughout the course of the project that a seismic upgrade is required, such as through further understanding of the program, code analysis, or feedback from the authority having jurisdiction, those impacts will be evaluated and added as additional services.

4. Client and Jurisdiction Approvals

- 4.a. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.

5. Standard Design Items

- 5.a. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.

6. Unique Design Services

- 6.a. The Client will not be pursuing sustainability certification for the project (i.e., LEED, Green Globes, WELL, etc.).

7. Construction and Client's Contractor Services

- 7.a. The Client acknowledges that in order to construct the Work, the Client's contractor will provide additional information stipulated in the Construction Documents that include shop drawings, product data, samples and other similar submittals, which the Architect and other disciplines included herein shall review to the extent of confirming consistency with the design intent depicted in the Construction Documents.
- 7.b. Client's General Contractor will provide fire suppression and alarm design on a design-build basis.

8. Graphics/BIM

- 8.a. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model Level of Development (LOD) of 200 - 300 as necessary for Mackenzie to facilitate design and produce Construction Documents. We anticipate that Client consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.
- 8.b. Regardless of level of Revit Model Level of Development (LOD) and anticipated and/or non-anticipated use by the Client, Client's consultants, vendors, General Contractor and/or any other third party not the original author of the Revit model and data contained therein; with or without Mackenzie's knowledge, nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.

9. Expenses/Billing

- 9.a. Client is responsible for all fees paid to public bodies having jurisdiction over the project.

10. Mackenzie Consultant Services

- 10.a. For additional Assumptions related to the Scope of Services of our retained consultants, refer to their attached proposals.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services. Although excluded from our services these may be required to be provided by Client for execution of the project.

1. Client-Provided Consultant Services

- 1.a. Furniture, Fixture and Equipment vendors.
- 1.b. Coordination of Client-provided consultants not identified at the date of this proposal.

2. Land Use Process/Permitting

- 2.a. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.b. Meetings with public agencies or other public meetings.
- 2.c. Formal Building code interpretation requests and/or appeals.

- 2.d. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).

3. Standard Design Items

- 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).
- 3.b. Any redesign efforts, including any revisions to the Documents, related to value engineering (VE) or other process(es) to reduce the construction cost (estimated, bid or actual) of the Work from that which is depicted in the Documents. Any redesign and subsequent revision to the Documents related to VE or other processes to reduce the construction cost (estimated, bid or actual) of the Work, shall be via Additional Services Agreement approved by Client in writing prior to the execution of such services by Mackenzie and/or our consultants.

4. Unique Design Services

- 4.a. Vibration analysis and design. (Equipment and/or sources other than footfall impact.)
- 4.b. Design of seismic bracing, anchorage, or support for equipment or racking systems.
- 4.c. Graphics and/or signage design, permitting, and related coordination.
- 4.d. Furniture selection, specifications, requirements and all related coordination.
- 4.e. Sustainability Certification Services.

5. Construction Process

- 5.a. Evaluate and act on post-bid substitution requests beyond the estimated quantity listed above.
- 5.b. Process and act on partial or incorrect (multiple rounds) of non-compliant submittals.
- 5.c. Review of contractor proposed change order proposal (COP) pricing.
- 5.d. Materials testing/special inspections.
- 5.e. As-built certification to local jurisdiction unless noted specifically above within our Scope of Services.
- 5.f. Our construction contract administration fees do not cover the correction of construction errors or design changes made after the start of construction.

6. Graphics/BIM

- 6.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 6.b. Marketing materials.
- 6.c. No Navisworks files or Clashing will be provided or performed. Deliverables shall be PDF and/or hardcopy only. (Revit model RVT files and DWG exports will not be provided.) Revit models and sheets will be created to Mackenzie standards.
- 6.d. No formal BIM Execution Plan will be provided. Nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.
- 6.e. Use of CAD Drawings or BIM models by any parties other than the design team.

7. Expenses/Billing

- 7.a. Reimbursable expenses.
- 7.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.

- 7.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start in the next 45-60 days. If the proposal is agreeable to you this proposal can serve as an exhibit to the Client's standard contract form. Please note that this proposal is valid for 90 days.

We look forward to working with you and the City of Stanwood on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,

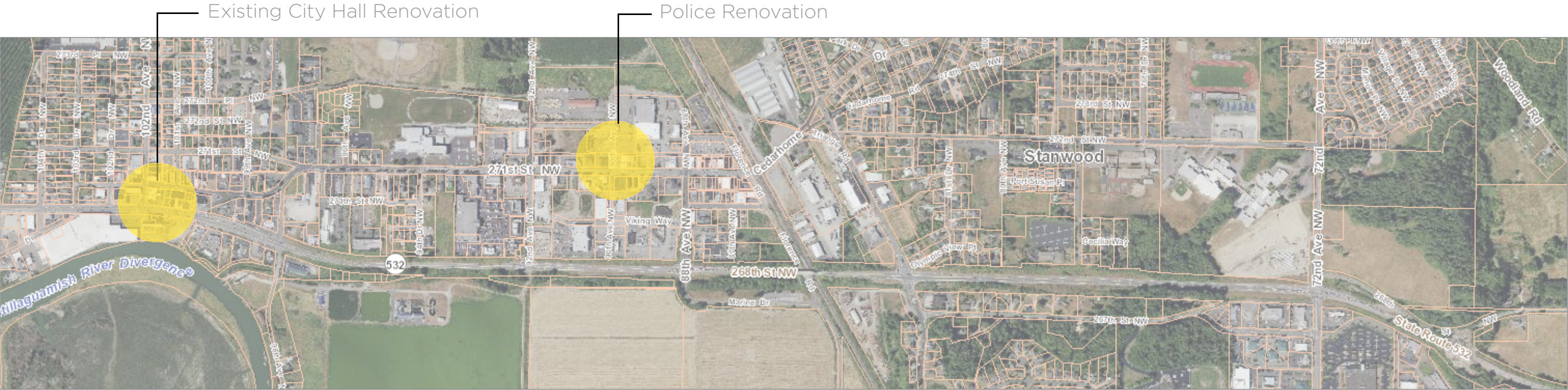


Brett Hanson
Associate Principal

Enclosure(s): Attachment A – Police and City Hall Pricing Plans dated March 27, 2023
Attachment B – BCE Engineering Proposal dated January 24, 2023
Attachment C – Roen Associates Proposal dated February 2, 2023
Attachment D – Hourly Billing Rate Schedule
Attachment E – Reimbursable Rates Schedule

c: Ben Hedin – BCE Engineers, Inc.
Matt Wiggins – Roen Associates
Kim Doyle – Mackenzie

City of Stanwood



City of Stanwood
MARCH 27, 2023 - PRICING PLAN
MACKENZIE.

POLICE RENOVATION

TENANT IMPROVEMENTS PHASE I:

- A1. DEMOLISH EXISTING PLUMBING FIXTURES AND FLOORING.
- A2. PROVIDE NEW LVT AND PAINT.
- A3. DEMOLISH DOOR AND INFILL WALL.
- A4. SOLID CORE DOOR AND FRAME.
- A5. PROVIDE TOILET, URINAL, LIGHTING, GRAB BARS, PAPER TOWEL & TRASH RECEPTACLE, SOAP DISPENSER, MIRROR, BASE CABINET WITH SOLID SURFACE COUNTERTOP AND UNDERMOUNT SINK. PROVIDE TILE FLOOR WITH INTEGRAL COVE BASE, AND WALL TILE TO 54" AFF. PROVIDE OPAQUE FILM ON WINDOW.
- A6. PROVIDE WALL TO UNDERSIDE OF CEILING WITH SOLID CORE DOOR AND FRAME WITH LOCKING HARDWARE. PROVIDE ARMORTEX BAFFLE TRANSACTION WINDOWS (2) WITH ANTI-RICOCHET DIP TRAY.
- A7. PROVIDE WALL TO UNDERSIDE OF CEILING WITH SOLID CORE DOOR AND FRAME WITH LOCKING HARDWARE.
- A8. PROVIDE LIGHTING, TOILET, GRAB BARS, PAPER TOWEL & TRASH RECEPTACLE, SOAP DISPENSER, MIRROR, BASE CABINET WITH SOLID SURFACE COUNTERTOP WITH UNDERMOUNT SINK AND WITH NEW GWB (PAINTED).
- A9. PROVIDE NEW LVT FLOOR, RUBBER BASE, AND PAINT AND UPDATE LIGHTING.
- A10. DEMOLISH ALL EXISTING CASEWORK AND BRACKETS IN BREAK ROOM.
- A11. NEW PLASTIC LAMINATE BASE AND UPPER CABINETS WITH SOLID SURFACE COUNTERTOPS, AND UNDERMOUNT DOUBLE COMPARTMENT SINK.
- A12. PROVIDE BOTTLE FILLER WATER FOUNTAIN.
- A13. DEMOLISH WALL.

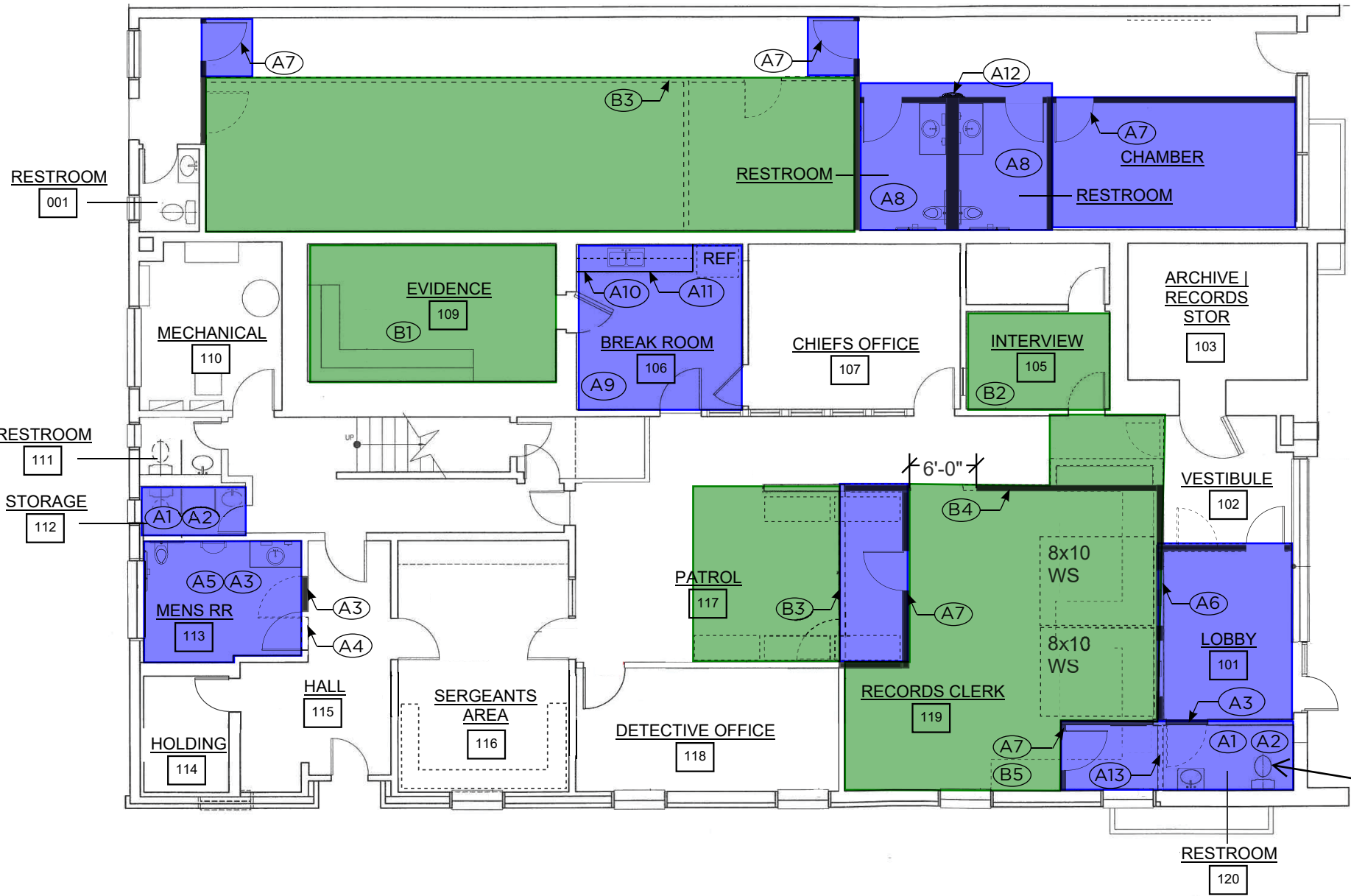
TENANT IMPROVEMENTS PHASE II:

- B1. PROVIDE NEW LVT FLOOR, RUBBER BASE, AND PAINT.
- B2. PROVIDE NEW CARPET AND ADD BODY CAMERA WALL MOUNT.
- B3. DEMOLISH WALL, DOOR AND FRAME.
- B4. PROVIDE PARTIAL HEIGHT WALL (TO 4'-0" AFF).
- B5. DEMOLISH EXISTING FRONT DESK, PARTIAL HEIGHT WALLS AND DOOR.

FIELD VERIFICATION REQUIRED TO ENSURE ADA COMPLIANCE.

LEGEND

- PHASE I
- PHASE II



FIRST FLOOR PLAN
SCALE: 3/32" = 1'-0"

CITY HALL RENOVATION

TENANT IMPROVEMENTS PHASE I:

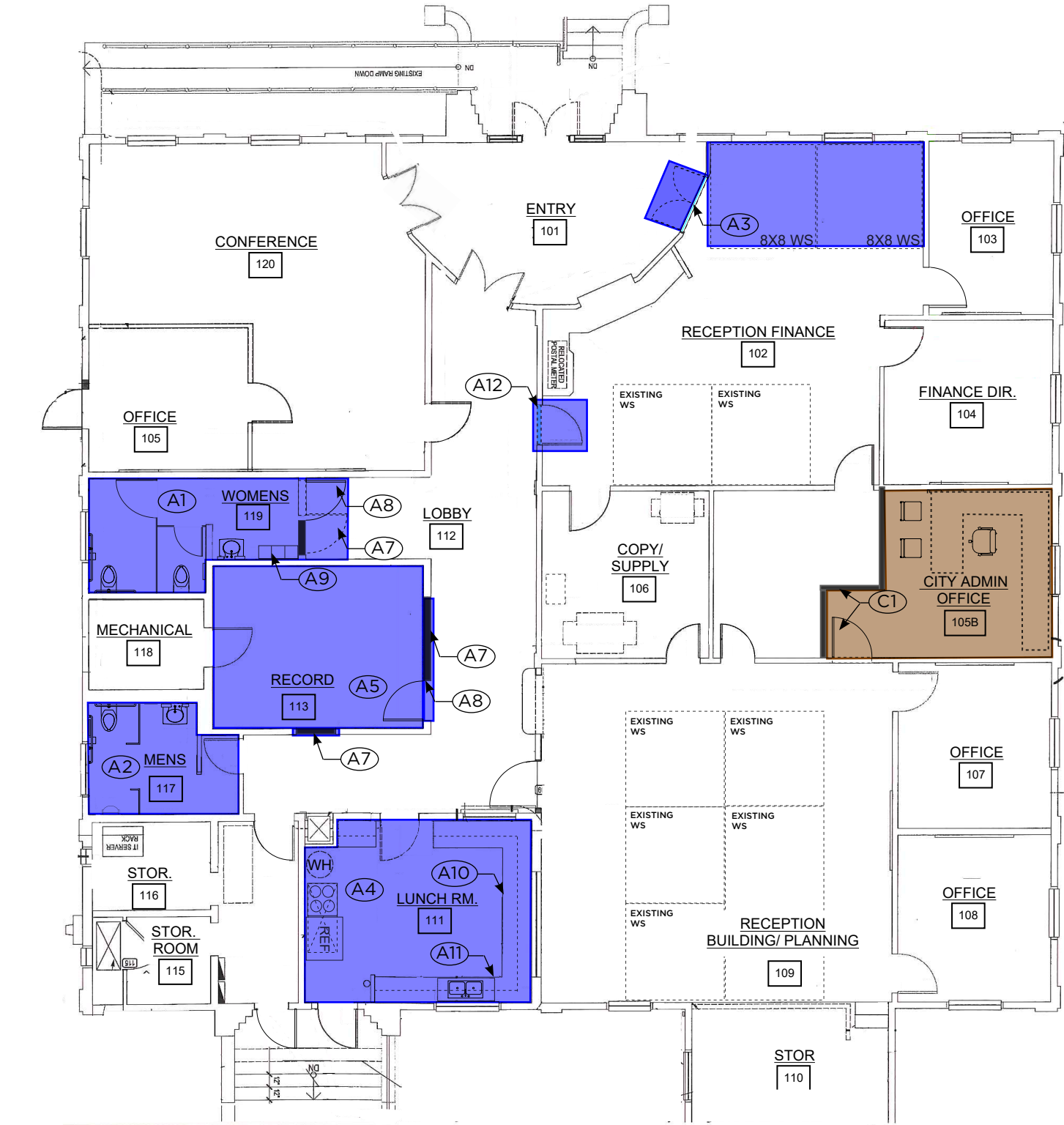
- A1. PROVIDE LIGHTING, TOILET, GRAB BARS, PAPER TOWEL & TRASH RECEPTACLE, SOAP DISPENSER, MIRROR, WALL MOUNTED PORCELAIN SINK. PROVIDE TILE FLOOR WITH INTEGRAL COVE BASE, AND WALL TILE TO 54" AFF. PARTITIONS TO BE ADJUSTED TO MEET ADA CLEARANCES.
- A2. PROVIDE RESTROOM FLOOR TILE, BASE AND PAINT, GRAB BARS, PAPER TOWEL & TRASH RECEPTACLE, SOAP DISPENSER, MIRROR, WALL MOUNTED PORCELAIN SINK.
- A3. DEMOLISH WALL AND PROVIDE WINDOW, SILL AT 36" AFF, TOP AT 7'-2" AFF. NEW ELECTRICAL AS REQUIRED FOR WORKSTATIONS.
- A4. PROVIDE LVT FLOORING, RUBBER BASE, PAINT, DISHWASHER, AND RANGE WITH HOOD.
- A5. PROVIDE PAINT AND NEW FURNISHINGS.
- A6. PROVIDE SOLID CORE DOOR AND FRAME WITH LOCKING HARDWARE.
- A7. DEMOLISH AND INFILL WALL TO MATCH ADJACENT WALLS.
- A8. PROVIDE WALL TO UNDERSIDE OF CEILING WITH SOLID CORE DOOR AND FRAME WITH LOCKING HARDWARE. PAINT ENTIRE ROOM TO MATCH NEW FINISHES.
- A9. PROVIDE 4 TIER 12x12x12 (3) LOCKERS.
- A10. DEMOLISH ALL EXISTING CASEWORK AND SINK. EXISTING REFRIGERATOR TO REMAIN.
- A11. PROVIDE PLASTIC LAMINATE BASE AND UPPER CABINETS WITH SOLID SURFACE COUNTERTOP & BACKSPLASH WITH UNDERMOUNT DOUBLE COMPARTMENT SINK.
- A12. DEMOLISH WINDOW AND PROVIDE SOLID CORE DOOR AND FRAME WITH LOCKING HARDWARE.

TENANT IMPROVEMENTS PHASE III:

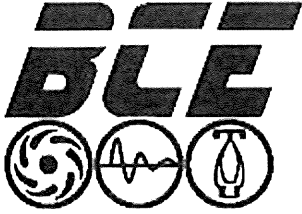
- C1. PROVIDE WALL TO UNDERSIDE OF CEILING WITH SOLID CORE DOOR AND FRAME WITH LOCKING HARDWARE. PAINT ENTIRE ROOM TO MATCH NEW FINISHES.

LEGEND

PHASE I	
PHASE II	
PHASE III	



FIRST FLOOR PLAN
SCALE: 3/32" = 1'-0"



January 24, 2023

Mackenzie Architects
500 Union St, Suite 410
Seattle, WA 98101

Attn: Brett Hanson

RE: Stanwood – Police and City Hall Office TIs

Dear Brett,

We appreciate the opportunity to provide TI designs for the Police and City Hall in Stanwood, WA. We have included Mechanical, Electrical and Fire Protection design in our proposal. Our anticipated scope of work is based on the 09.28.2022 Pricing Documents and as follows:

General:

- (4) Meetings for Mechanical and Electrical via teleconferences for coordination and project progress.
- (1) Site visit to verify/document existing conditions and backcheck assumptions
 - o Create mechanical and electrical as-built documents based on readily available information
- Review of Cost Estimates by Roen
- (3) total submittals – DD, Permit and CDs
 - o Assumes separate submittals for Police and City Hall.
- Assumes that Energy Code TSPR Modeling and C406 Credits are not applicable to the scope of this project.

Mechanical/Plumbing:

- Demolition Plans
- Revised ductwork plans and diffuser layouts as required to accommodate new partitions
 - o Note that this does not include new HVAC units or systems.
- Revised plumbing plans for new equipment
- Specifications on the plans

Electrical:

- Demolition Plans
- Revised/New Lighting and controls layouts in select spaces
- Revised lighting controls layouts to meet Washington State Energy Codes
- Updated power plan to accommodate new partition walls and indicated equipment
 - o Assumes reuse of existing panels and breakers
- Updated data/low voltage plan to accommodate new partition walls
 - o Assumes use of existing IDF racks
- Specifications on the plans

Fire Protection:

- Revised fire protection criteria drawings
- Specifications on the plans

Permitting, Bidding and Construction Assistance:

- Responses to pre-bid and post-bid RFIs
- Equipment submittal reviews
- NREC form submittals for MEP (as applicable)
- (1) Construction Site Visit each for Mechanical and Electrical during construction
- (1) Construction Site Visit each for Mechanical and Electrical Punchlist
 - o Back-punch is not included at this time

MEP Fees:

Design Development (fixed):	\$11,600
Permit /CDs (fixed):	\$ 6,700
Total Design Documents:	\$18,300

Permitting, Bidding, CA (hourly): \$10,500

This proposal is based on a normal design period which continues through to completion without substantial or repeated delays. In situations where these delays occur, BCE Engineers reserves the right to request additional compensation.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.



Ben Hedin, P.E.
Principal

Recap

Fee Quote Estimating Services

500 Union Street, Suite 927
Seattle, Washington 98101
206 343 1003

Cost Estimating Fee Quote - Stanwood City Hall & Police Station

MacKenzie Architects

Cost Estimating Fee Quote -February 2, 2023

121 S. Wall Street
Spokane, Washington
509 838 8688

	Divisions 1 - 14, 31-33						Divisions 21-23, 26-28						Total
	Estimator	Role	Hours	Rate	Extension	Subtotal	Estimator	Hours	Rate	Extension	Subtotal		
Mid CD Estimate	Roger Roen	Review	4	\$ 145	\$ 580		Mechanical	4	\$ 145	\$ 580			
	Matt Wiggins	Lead	16	\$ 145	\$ 2,320		Electrical	4	\$ 145	\$ 580			
	Dan Deymonaz	Estimator	16	\$ 145	\$ 2,320								
Subtotal Fee, Mid-CD Estimate						\$ 5,220	\$ 1,160						\$ 6,380
Construction	Roger Roen	Review	4	\$ 145	\$ 580		Mechanical	4	\$ 145	\$ 580			
Documents	Matt Wiggins	Lead	12	\$ 145	\$ 1,740		Electrical	4	\$ 145	\$ 580			
Estimate	Dan Deymonaz	Review	12	\$ 145	\$ 1,740								
Subtotal Fee, Construction Documents Estimate						\$ 4,060	\$ 1,160						\$ 5,220

1. Estimates are for construction only and include all construction costs.
2. Fees include one round of review and modifications with architect/engineer and owner for each phase.
3. Fees include advice to the owner regarding changes in general market conditions and project requirements.
4. If only one estimate is in Roen contract, the fee would be \$6,380

MACKENZIE.

P 206.749.9993 ■ F 503.228.1285 ■ W MCKNZE.COM

Logan Building, 500 Union Street, #410, Seattle, WA 98101

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS \$ 160 – \$ 290

ARCHITECTURE/LANDSCAPE

Design Director	\$ 190 – \$ 235
Senior Project Architect	\$ 160 – \$ 260
Project Architect I – III	\$ 100 – \$ 210
Architectural Designer II-III	\$ 90 – \$ 175
Architectural Designer I	\$ 65 – \$ 100
Designer/Drafter	\$ 50 – \$ 80
Intern	\$ 50 – \$ 75

ENGINEERING

Senior Project Engineer	\$ 160 – \$ 250
Project Engineer I – III	\$ 100 – \$ 200
Designer I – II	\$ 75 – \$ 155
Transportation Analyst I – II	\$ 65 – \$ 115
Designer/Drafter	\$ 85 – \$ 140
Intern	\$ 55 – \$ 85

PLANNING

Senior Project Planner	\$ 150 – \$ 235
Project Planner I – IV	\$ 90 – \$ 210
Permit Coordinator	\$ 55 – \$ 95
Assistant Planner	\$ 70 – \$ 110
Intern	\$ 50 – \$ 75

INTERIOR DESIGN

Senior Project Interior Designer	\$ 150 – \$ 230
Interior Designer III – V	\$ 100 – \$ 175
Interior Designer I – II	\$ 70 – \$ 135
Intern	\$ 50 – \$ 75

ADMINISTRATION

Administrator	\$ 60 – \$ 175
Word Processor	\$ 70 – \$ 110
Graphic Artist	\$ 85 – \$ 130

*Subject to change April 2023

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11d
DATE: April 13, 2023
SUBJECT: 80th Ave Northwest Right of Way Acquisition
CONTACT PERSON: Kevin Hushagen, Public Works Director

PURPOSE

The purpose of this agenda item is to authorize the Mayor to execute the purchase of property needed to install sidewalk on the West side of 80th Ave NW between 276th St NW and 279th St NW.

BACKGROUND

As part of the 80th Ave Reconstruction Phase 1 project, identified as R-2 on the CIP, property will need to be acquired to install the sidewalk. The project was surveyed, designed, and appraised in anticipation of acquisition. The appraised value is \$20,000.

ANALYSIS

Fiscal Impact			
Fund(s):	595 30 63 36		
Amount:	\$1,400,000	Project Estimate:	\$20,000
Budget Authorized	[X] Yes [] No	Amendment Required	[] Yes [X] No [] Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends approval of property purchase from parcel 32041900103500.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to execute the purchase of property for \$20,000. The total is approximately 5,700 square feet.
2. Do not approve the purchase.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS REQUIRED TO PURCHASE APPROXIMATELY 5,700 SQUARE FEET OF PROPERTY FOR \$20,000 TO ENABLE COMPLETION OF CAPITAL IMPROVEMENT PLAN PROJECT R-2.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11e
DATE: April 13, 2013
SUBJECT: 92nd Ave NW Right of Way Acquisition
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A – Deed Dedication Form

PURPOSE

The purpose of this agenda item is to authorize the Mayor to execute documents necessary to complete the acquisition of property needed to complete the 92nd Ave NW sidewalk project.

BACKGROUND

As part of the 92nd Ave NW sidewalk project, identified as S-9 on the CIP, property will need to be acquired to install the sidewalk and widen the street to align the sidewalk. In exchange for approximately 5,800 square feet of right of way the City has agreed to pave the bowling alley's parking lot, approximately 14,450 square feet of paving.

The estimated cost for the paving is roughly \$30,000. The cost to get an appraisal would be roughly \$6,000. The exchange of the right of way is approximately equal, given the cost of the commercial property, and the cost of the appraisal.

ANALYSIS

Fiscal Impact			
Fund(s):	595 10 61 06		
Amount:	\$465,000	Project Estimate:	\$30,000
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends approval of property purchase from parcel 32032400412300

CITY COUNCIL OPTIONS

1. Authorize the Mayor to approve the acquisition of property from Twin City Lanes totally approximately 5,800 square feet.
2. Do not approve the acquisition.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS REQUIRED TO OBTAIN APPROXIMATELY 5,800 SQUARE FEET OF RIGHT OF WAY FROM TWIN CITY LANES TO ENABLE COMPLETION OF CAPITAL IMPROVEMENT PLAN PROJECT S-9 IN EXCHANGE FOR PAVING AT APPROXIMATE COST OF \$30,000.

PUBLIC BENEFIT EXCHANGE AGREEMENT

This PUBLIC BENEFIT EXCHANGE AGREEMENT ("Exchange Agreement") is by and between the CITY OF STANWOOD, a Washington municipal corporation ("City"), and the MIRIAM D. AND CHARLES R. SHADLE, ("Property Owners") (collectively, the "Parties" and singularly, "Party"). The effective date of this Exchange Agreement shall be the date the last signatory executes this Exchange Agreement ("Effective Date").

RECITALS

- A. **WHEREAS**, Property owners own certain real property located within the City limits of the City at 27120 92nd Ave NW; and
- B. **WHEREAS**, Property owners are desirous of a paved parking lot and willing to dedicate certain portions of their property abutting the public road as City Right-of-Way; and
- C. **WHEREAS**, The City finds dedication of Right-of-Way to be of significant benefit to the City; and
- D. **WHEREAS**, The City identified the portion of 92nd Ave NW abutting the Property owner to be without adequate pedestrian facilities; and
- E. **WHEREAS**, The City is endeavoring to fill in gaps of sidewalk access to ensure local business access, access to local parks, and increased safety and visibility of community members; and
- F. **WHEREAS**, the City must ensure there is no private benefit is bestowed to the Property Owners in the Exchange Agreement and that such an exchange will result in public benefit. The following information demonstrates that the exchange serves a wholly public function, has only an incidental or no benefit to the Property Owners and is an approximately equal value exchange.

EXCHANGE TERMS AND CONDITIONS

The City agrees to pave the Property Owners parking lot of approximately 14,000 square feet and the Property Owners agrees to dedicate approximately 5,500 square feet to the City as public Right-of-Way and the City agrees to accept the Property Owner's dedication.

In consideration of the mutual covenants set forth in this Exchange Agreement, and other good and valuable public benefit considerations, the receipt and sufficiency of which are

acknowledged, and subject to all the terms of this Exchange Agreement, the Parties agree to the following terms and conditions:

1. Value of the Exchange. The Parties agree that the value of the paving project does not exceed the value of the dedicated Right-of-way and the results of the Exchange Agreement are of great benefit to the public, including the City's citizens.
2. Time. The City intends to construct a sidewalk in accordance with the engineering plans attached as Exhibit A. Upon completion of the sidewalk project, the City shall engage a surveyor to create a legal description of the actual property used for the project, to the eastern edge of the Property Owners property line and to five feet west of the completed sidewalk. This legal description shall be incorporated into a dedication deed that property owners will sign and return to the City for recording. Prior to the deed recording, the City shall ensure the parking lot paving is completed. The paving project will be in accordance with the quote attached as Exhibit B.
3. Agreement. The Property Owners release the City from all losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that they have against the City or that may arise in the future based in whole or in part upon the City's paving of the property as described in Exhibit B. The Property Owners further agree that the City may use the area in Exhibit A as if it was already dedicated Right of Way and access the property in accordance with standard practice to effectuate the paving project without additional agreements needed between the parties. The City agrees to accept the area as described in Exhibit A in its current condition. Both the City and the Property Owners agree to maintain the Property described in Exhibit A in accordance with City Code.
4. Governing Law. This Exchange Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington with legal venue in Snohomish County.
5. Notices. Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Exchange Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by first class certified, or registered mail with return receipt requested, with postage prepaid, or (iii) dispatched by electronic transmission to the Parties' addresses set forth below. Either Party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; or if sent via electronic transmission, the date upon which such email was transmitted and confirmation of such transmission has been received. Notices shall be addressed as follows:

Owner:

City:

6. Time of Performance. Time is of the essence of this Exchange Agreement and of all acts required to be done and performed by the Parties hereto.
7. Headings. The word or words appearing at the commencement of sections, paragraphs and subparagraphs of this Exchange Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.
8. Invalidity. In the event any portion of this Exchange Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Exchange Agreement are thereby defeated.
9. Entire Exchange Agreement. All understandings and Exchange Agreements previously existing between the Parties, if any, are merged into this Exchange Agreement, which alone fully and completely expresses their Exchange Agreement, and the same is entered into after full investigation, neither Party relying upon any statement or representation made by the other Party not embodied herein. This Exchange Agreement may be modified only by a written amendment executed by the Parties.
10. Interpretation. This Exchange Agreement has been reviewed by each Party and each Party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such Party desired. No stricter construction or interpretation of the terms hereof shall be applied against either Party as the drafter hereof.
11. Counterparts. This Exchange Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Exchange Agreement.
12. Organization and Authority. The Parties represent and warrant to the other that (i) each has the full right, power and authority to execute this Exchange Agreement and perform their respective obligations under this Exchange Agreement, and (ii) the execution and delivery of this Exchange Agreement has been duly authorized, and no further action or approval is required to cause this Exchange Agreement to be valid, binding and enforceable against the respective Party in accordance with its terms.
13. Survival. All representations and warranties set forth in this Exchange Agreement and all provisions of this Exchange Agreement, the full performance of which is not required prior

to Closing, shall survive closing and shall not be merged in any deed and be fully enforceable thereafter.

14. Amendment. This Exchange Agreement may not be modified or amended except by the written Exchange Agreement of the Parties.
15. Severability. If a court holds any provision of this Exchange Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the Parties will amend this Exchange Agreement to give effect to the stricken clause to the maximum extent possible.
16. Jury Waiver. EACH PARTY WAIVES, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY OF ANY SUITS, CLAIMS, ACTIONS, PROCEEDINGS, OR COUNTERCLAIMS BROUGHT ON ANY MATTERS ARISING OUT OF OR IN ANY WAY RELATING TO THIS EXCHANGE AGREEMENT.

City's initials

ms
Property Owners's initials

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

By:
Name:

Miriam Shadle

Dated:

2-18-23

CITY OF STANWOOD:

By:
Name:

_____, Mayor

Dated:

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this _____ day of _____ 2023, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ known to me to be the Property Owners, that executed the foregoing instrument, and acknowledged to me that they signed the said instrument, as the authorized representative, and as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
Print Name: _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this _____ day of _____ 2023, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the Mayor of the City of Stanwood, a municipal corporation of Washington State, that executed the foregoing instrument, and acknowledged to me that they signed the said instrument, as the authorized by the Stanwood City Council, and as their free and voluntary act and deed, for the uses and purposes therein mentioned.

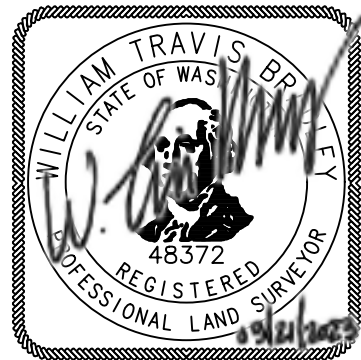
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
Print Name: _____
My commission expires _____

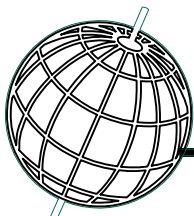
EXHIBIT A

COMMENCING AT THE INTERSECTION OF THE EAST BOUNDARY OF SECTION 24,
TOWNSHIP 32 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH
COUNTY, WASHINGTON, AND THE NORTH BOUNDARY OF A 10 FOOT STRIP DESCRIBED IN
INSTRUMENT FILED UNDER AUDITOR'S FILE NO. 852644 IN VOLUME 400 OF DEEDS ON
PAGE 434, RECORDS OF SNOHOMISH COUNTY;
THENCE NORTH ALONG EAST BOUNDARY OF SAID SECTION 24 FOR 100 FEET TO THE
POINT OF BEGINNING;
THENCE WESTERLY 150 FEET ON A LINE PARALLEL TO BURNWAY ROAD;
THENCE NORTH 210 FEET;
THENCE EASTERLY 150 FEET TO EAST BOUNDARY OF SAID SECTION 24;
THENCE SOUTH ALONG SAID EAST BOUNDARY 210 FEET TO THE TRUE POINT OF
BEGINNING.
EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF 92ND AVENUE
NORTHWEST.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.



SE 1/4, SE 1/4, SEC. 24, TWP. 32N., RGE. 3E., W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON



Axis
Survey & Mapping

15241 NE 90TH ST,
SUITE 100
REDMOND, WA 98052
TEL. 425.823-5700
FAX 425.823-6700

www.axismap.com

JOB NO.
18-069

DATE
3/21/2023

WRITTEN BY
TJO/JM

CHECKED BY
WTB

SCALE
N/A

SHEET
1 OF 3

EXHIBIT B

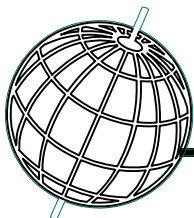
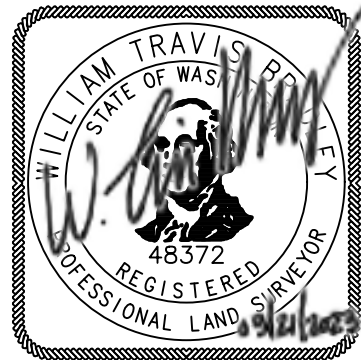
THE EASTERLY 27.38 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE INTERSECTION OF THE EAST BOUNDARY OF SECTION 24,
TOWNSHIP 32 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH
COUNTY, WASHINGTON, AND THE NORTH BOUNDARY OF A 10 FOOT STRIP DESCRIBED IN
INSTRUMENT FILED UNDER AUDITOR'S FILE NO. 852644 IN VOLUME 400 OF DEEDS ON
PAGE 434, RECORDS OF SNOHOMISH COUNTY;
THENCE NORTH ALONG EAST BOUNDARY OF SAID SECTION 24 FOR 100 FEET TO THE
POINT OF BEGINNING;
THENCE WESTERLY 150 FEET ON A LINE PARALLEL TO BURNWAY ROAD;
THENCE NORTH 210 FEET;
THENCE EASTERLY 150 FEET TO EAST BOUNDARY OF SAID SECTION 24;
THENCE SOUTH ALONG SAID EAST BOUNDARY 210 FEET TO THE TRUE POINT OF
BEGINNING.
EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF 92ND AVENUE
NORTHWEST.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

CONTAINING 5,749 SQUARE FEET MORE OR LESS.

SE 1/4, SE 1/4, SEC. 24, TWP. 32N., RGE. 3E., W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON



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JOB NO.
18-069

DATE
3/21/2023

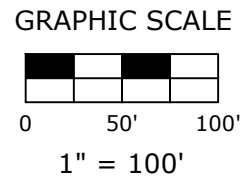
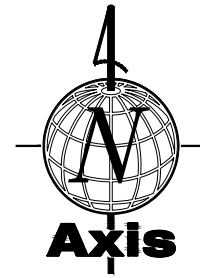
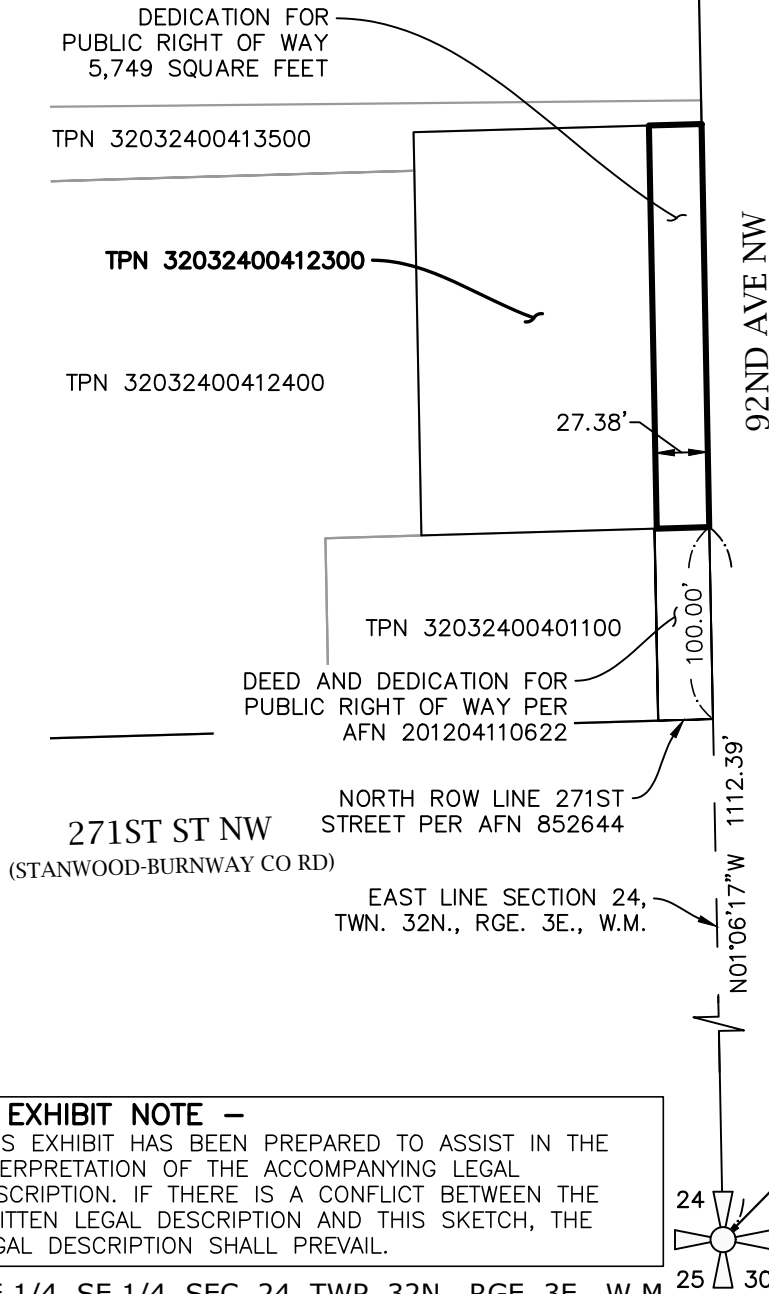
WRITTEN BY
TJO/JM

CHECKED BY
WTB

SCALE
N/A

SHEET
2 OF 3

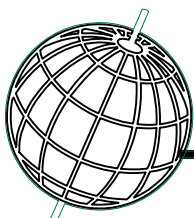
EXHIBIT C



— EXHIBIT NOTE —
THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

FOUND CHISELED "+" IN 2" BRASS DISK STAMPED "LS 8992, 1991, T32N, R3, R4, 24-19-25-30" IN CONCRETE MONUMENT IN CASE.
(05/2018)

SE 1/4, SE 1/4, SEC. 24, TWP. 32N., RGE. 3E., W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON



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JOB NO. 18-069	DATE 3/21/2023
WRITTEN BY TJO/JM	CHECKED BY WTB
SCALE 1"=100'	SHEET 3 OF 3

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