

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

March 8, 2022 - 6:00 PM

HYBRID MEETING – VIA ZOOM and IN PERSON

Virtually - Join Zoom Meeting: <https://us02web.zoom.us/j/82994764915>

or call in at (253) 215-8782 Meeting ID 899 4105 9290

In Person - The Mill, Sawyers Room, 1808 Main Street, Lake Stevens.

1. **Call to Order** Mayor
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
 - A. **Introduction:** Curtis Clifton - Public Works Operations Manager Aaron Halverson
 - B. **Introduction:** Jessica Rowe - Capital Projects/Grants Accountant Matthew Heist
 - C. **Introduction:** Rondi Sansaver - Office Assistant Barb Stevens
10. **Consent Agenda**
 - A. Vouchers Barb Stevens
 - B. City Council Regular Meeting Minutes of February 8, 2022 Kelly Chelin
 - C. City Council Workshop Meeting Minutes of February 22, 2022 Kelly Chelin
 - D. Approval of 2022 Recreation and Concession offerings Jill Meis

- E. Appointments to the Planning Commission and Library Board Kelly Chelin
- F. Authorize Mayor to Sign Interagency Agreement with Department of Ecology for SMP Competitive Grant Award David Levitan

11. Action Items

- A. Trail Easement Condemnation Consideration Jill Meis, Russ Wright
- B. Accept 10 Percent Fagerlie Annexation Petition and Authorize 60 Percent Petition Circulation David Levitan

12. Executive Session - Confidential Session of the Council

- A. Potential Litigation per RCW 42.30.110 (1) (i) and Property Acquisition per RCW 42.30.110 (1) (b). There will be no action.

13. Adjourn**THE PUBLIC IS INVITED TO ATTEND**

Special Needs: The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions.

BLANKET VOUCHER APPROVAL
2022

Payroll Direct Deposits	2/25/2022	\$326,134.18
Payroll Checks	55199	\$2,022.57
Electronic Funds Transfers	ACH	\$243,949.86
Claims	55200-55267	\$517,925.67
Void Checks		
Total Vouchers Approved:		\$1,090,032.28

This 8th day of March 2022

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, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

March 8, 2022



City expenditures by type for this voucher packet		
Personnel Costs	\$ 328,157	30%
Payroll Federal Taxes	\$ 117,775	11%
Excise Tax	\$ 3,258	0%
Quarterly L&I	\$ 45,317	4%
Family Medical Leave	\$ 8,187	1%
Retirement Benefits - Employer	\$ 58,043	5%
Other Employer Paid Benefits	\$ 1,572	0%
Employee Paid Benefits	\$ 13,020	1%
Supplies	\$ 21,785	2%
Professional Services	\$ 186,806	17%
Refunds	\$ 452	0%
Capital *	\$ 168,110	15%
Debt Payments	\$ 137,550	13%
Total	\$ 1,090,032	100%

Large Purchases

- * Aerator Replacement - \$25,451
- * 2020 Hino Swaploader w/Freight & Handling - \$141,900
- * 24th St SE/91st Ave SE Construction Admin - \$15,497

City of Lake Stevens Blanket Voucher Report

Checks to be approved for period 02/23/2022 - 03/02/2022

Total for Period
\$761,875.53

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	72866	001 008 521 50 30 00	LE-Facilities Supplies	Ice Melt	55205	\$56.66
					55205 Total	\$56.66
Amazon Capital Services	11XW-R1XD-Q9KV	001 008 521 20 31 00	LE-Office Supplies	Display Port Cables Credit	55206	(\$122.70)
Amazon Capital Services	1LQV-YVMT-FJ37	001 008 521 20 31 00	LE-Office Supplies	USB Cables/Microsoft Surface Docks (3)	55206	\$849.47
Amazon Capital Services	1M74-TLWR-7X4W	001 008 521 20 31 00	LE-Office Supplies	Cable Covers/Fingertip Moistener/Fan/Backdrop/Cleaner	55206	\$204.00
Amazon Capital Services	1PXJ-RVPM-LTPG	001 008 521 20 41 01	LE-Professional Serv-Fixed	USB External Floppy Disk Drive Portable	55206	\$28.97
					55206 Total	\$959.74
Amazon Capital Services	1C1Q-PLNK-3XDR	001 010 576 80 31 00	PK-Operating Costs	Ball Valves Credit	55207	(\$111.29)
Amazon Capital Services	1DRL-NYL6-7799	001 005 518 10 31 00	HR-Office Supplies	Magazine Literature Holder	55207	\$15.38
Amazon Capital Services	1F9Q-CLPH-4JLY	001 007 558 50 31 00	PL-Office Supplies	Easel Pads	55207	\$50.76
Amazon Capital Services	1QHV-9QX6-1WQ7	001 010 576 80 31 00	PK-Operating Costs	Wireless Keyboard/Mouse/Otterbox for iPhone	55207	\$51.22
Amazon Capital Services	1QHV-9QX6-1WQ7	101 016 544 90 31 01	ST-Office Supplies	Wireless Keyboard/Mouse/Otterbox for iPhone	55207	\$51.21
Amazon Capital Services	1QHV-9QX6-1WQ7	410 016 531 10 31 01	SW - Office Supplies	Wireless Keyboard/Mouse/Otterbox for iPhone	55207	\$51.21
Amazon Capital Services	1TD1-NV7M-T6KT	001 007 558 50 31 00	PL-Office Supplies	Push Pins	55207	\$14.15
Amazon Capital Services	1X1Y-QQMG-6CH3	001 005 518 10 49 02	HR-Employee Recognition	Certificate Paper/Covers for ACE Committee	55207	\$154.68
					55207 Total	\$277.32
Cadman Materials Inc	5816677	410 016 531 10 41 03	SW - Street Cleaning	Street Sweeping Disposal	55208	\$3,209.89
					55208 Total	\$3,209.89
Campbell	021722 CAMPBELL	001 000 382 10 00 01	The Mill - Deposit	L22-Campbell The Stack Rental 02/17/22 Damage Deposit Refund	55209	\$100.00
					55209 Total	\$100.00
Canon Financial Services Inc	28070575	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin	55210	\$285.26
Canon Financial Services Inc	28070577	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Lease CH Planning/Building	55210	\$76.91
Canon Financial Services Inc	28070577	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Lease CH Planning/Building	55210	\$76.91
Canon Financial Services Inc	28070577	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Planning/Building	55210	\$76.91
Canon Financial Services Inc	28101195	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	55210	\$11.39
Canon Financial Services Inc	28101195	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	55210	\$11.38
Canon Financial Services Inc	28101195	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	55210	\$11.38
					55210 Total	\$550.14
Cintas Loc 460	4111019035	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55211	\$117.41
Cintas Loc 460	4111019035	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55211	\$117.41
Cintas Loc 460	4111019035	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55211	\$117.42
Cintas Loc 460	4111693622	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55211	\$119.78
Cintas Loc 460	4111693622	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55211	\$119.78
Cintas Loc 460	4111693622	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55211	\$119.77
					55211 Total	\$711.57
City of Marysville	LKS22-001	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations 01-2022	55212	\$5,588.08
					55212 Total	\$5,588.08
Civicplus Inc	221759	510 006 518 80 49 07	LR - Civic Plus Website	CivicPlus Annual Hosting/Support Fees	55213	\$3,809.10
Civicplus Inc	221884	510 006 518 80 49 07	LR - Civic Plus Website	CivicPlus Annual Agenda/Minutes Mgmt Module	55213	\$4,990.02
Civicplus Inc	221977	510 006 518 80 49 07	LR - Civic Plus Website	CivicPlus LSPD Annual Hosting/Support Fees	55213	\$829.58
Civicplus Inc	221990	510 006 518 80 49 07	LR - Civic Plus Website	LS Business Development Website Annual Fee	55213	\$829.58
					55213 Total	\$10,458.28

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Davido Consulting Group Inc	40286	411 016 594 31 60 07	Wier Replacement Scope Design	Outlet Strategic Planning Engineering Services	55214	\$1,972.95
					55214 Total	\$1,972.95
Dept of Labor and Industries	Q4 2021	001 000 281 00 00 00	Payroll Liability Taxes	Q4 2021 Workers Comp Insurance	0	\$45,316.80
Dept of Labor and Industries	Q4 2021	001 008 521 20 24 00	LE-Workers Comp	Q4 2021 Workers Comp Insurance	0	\$2.19
Dept of Labor and Industries	Q4 2021	001 010 576 80 24 00	PK-Workers Comp	Q4 2021 Workers Comp Insurance	0	\$83.44
Dept of Labor and Industries	Q4 2021	001 013 518 30 24 00	GG-Workers Comp	Q4 2021 Workers Comp Insurance	0	\$0.27
Dept of Labor and Industries	Q4 2021	101 016 542 30 24 00	ST-Workers Comp	Q4 2021 Workers Comp Insurance	0	\$83.44
Dept of Labor and Industries	Q4 2021	410 016 531 10 24 00	SW-Workers Comp	Q4 2021 Workers Comp Insurance	0	\$83.45
					0 Total	\$45,569.59
Dept of Licensing	021922 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/13/22 thru 02/19/22	55215	\$291.00
Dept of Licensing	022622 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/20/22 thru 02/26/22	55215	\$57.00
					55215 Total	\$348.00
Dept of Retirement (Deferred Comp)	22522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$3,692.29
					0 Total	\$3,692.29
Dept of Retirement PERS LEOFF	22522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$57,903.44
Dept of Retirement PERS LEOFF	22522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	0	\$139.55
					0 Total	\$58,042.99
Dept of Revenue EFT	JAN2022	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes - January 2022	0	\$509.51
					0 Total	\$509.51
Dept of Revenue Leasehold EFT	Q4 2021	001 013 518 90 49 06	GG-Excise Tax	Q4 2021 Leasehold Excise Tax	0	\$0.01
Dept of Revenue Leasehold EFT	Q4 2021	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q4 2021 Leasehold Excise Tax	0	\$3,257.90
					Total	\$3,257.91
Dicks Towing Inc	18201368	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03066	55216	\$126.27
Dicks Towing Inc	18201369	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03066	55216	\$126.27
Dicks Towing Inc	E198625	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03121	55216	\$125.70
					55216 Total	\$378.24
Dreher	031922 DREHER J	001 008 521 20 43 00	LE-Travel & Per Diem	Women in Law Enforcement Nashville TN Meals - Dreher J	55217	\$372.00
					55217 Total	\$372.00
Eastern Wrecker Sales Inc	41975	530 016 594 48 60 00	Purchase Of Capital Equipment	2020 Hino Swaploader w/Freight & Handling	55218	\$141,900.00
					55218 Total	\$141,900.00
EFTPS	22522	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$117,775.40
					0 Total	\$117,775.40
Electronic Business Machines	AR211835	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - 2WU09725	55219	\$38.92
Electronic Business Machines	AR213364	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - JMQ10326	55219	\$68.45
					55219 Total	\$107.37
Employment Security Department	Q4 2021	001 000 284 00 00 00	Payroll Liability Other	Q4 2021 Paid Family Medical Leave	0	\$8,187.43
Employment Security Department	Q4 2021	001 001 511 60 20 00	Legislative - Benefits	Q4 2021 Paid Family Medical Leave	0	\$0.25
Employment Security Department	Q4 2021	001 002 513 11 20 00	AD-Benefits	Q4 2021 Paid Family Medical Leave	0	\$0.45
Employment Security Department	Q4 2021	001 004 514 23 20 00	FI-Benefits	Q4 2021 Paid Family Medical Leave	0	\$4.43
Employment Security Department	Q4 2021	001 005 518 10 20 00	HR-Benefits	Q4 2021 Paid Family Medical Leave	0	(\$0.02)
Employment Security Department	Q4 2021	001 006 518 80 20 00	IT-Benefits	Q4 2021 Paid Family Medical Leave	0	\$14.91
Employment Security Department	Q4 2021	001 007 558 50 20 00	PL-Benefits	Q4 2021 Paid Family Medical Leave	0	(\$0.45)
Employment Security Department	Q4 2021	001 007 559 30 20 00	PB-Benefits	Q4 2021 Paid Family Medical Leave	0	\$4.73
Employment Security Department	Q4 2021	001 008 521 20 20 00	LE-Benefits	Q4 2021 Paid Family Medical Leave	0	\$632.75
Employment Security Department	Q4 2021	001 010 576 80 20 00	PK-Benefits	Q4 2021 Paid Family Medical Leave	0	\$22.57
Employment Security Department	Q4 2021	001 013 518 30 20 00	GG-Benefits	Q4 2021 Paid Family Medical Leave	0	\$10.36
Employment Security Department	Q4 2021	101 016 542 30 20 00	ST-Benefits	Q4 2021 Paid Family Medical Leave	0	\$29.58
Employment Security Department	Q4 2021	410 016 531 10 20 00	SW-Benefits	Q4 2021 Paid Family Medical Leave	0	\$31.24
					0 Total	\$8,938.23

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Encore One LLC	173811	001 013 518 20 47 02	GG-Utilities for Rentals	Janitorial Services - 1819 S Lake Stevens Rd	55220	\$160.00
Encore One LLC	173811	001 007 558 50 41 00	PL-Professional Serv	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	173811	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	173811	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	173811	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	173811	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	173811	410 016 531 10 41 01	SW - Professional Services	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	173811	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	55220	\$1,257.00
Encore One LLC	173811	001 012 575 50 41 00	CS- The Mill- Janitorial	Janitorial Services - The Mill	55220	\$183.00
Encore One LLC	173811	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	55220	\$155.00
Encore One LLC	174333	001 013 518 20 47 02	GG-Utilities for Rentals	Janitorial Services - 1819 S Lake Stevens Rd	55220	\$160.00
Encore One LLC	174333	001 007 558 50 41 00	PL-Professional Serv	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	174333	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	174333	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	174333	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	174333	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	174333	410 016 531 10 41 01	SW - Professional Services	Janitorial Services - City Hall	55220	\$55.50
Encore One LLC	174333	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	55220	\$1,257.00
Encore One LLC	174333	001 012 575 50 41 00	CS- The Mill- Janitorial	Janitorial Services - The Mill	55220	\$183.00
Encore One LLC	174333	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	55220	\$155.00
					55220 Total	\$4,176.00
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	55200	\$177.57
					55200 Total	\$177.57
Gallagher	021922GALLAGHER	001 000 382 10 00 01	The Mill - Deposit	LS22-Gallagher Sawyers Rental 02/19/22 Damage Deposit Refund	55221	\$100.00
					55221 Total	\$100.00
Granite Construction Supply	94343	101 016 544 90 31 02	ST-Operating Cost	Signs - School/Left Arrow	55222	\$169.97
					55222 Total	\$169.97
Hathaway	32679	001 004 514 23 31 00	FI-Office Supplies	Nameplates - Sansaver/Rowe	55223	\$39.40
Hathaway	32713	001 005 518 10 31 00	HR-Office Supplies	Received Date Stamp for HR	55223	\$61.50
Hathaway	32713	001 010 576 80 31 00	PK-Operating Costs	Received Date Stamp for PW	55223	\$20.51
Hathaway	32713	101 016 544 90 31 02	ST-Operating Cost	Received Date Stamp for PW	55223	\$20.50
Hathaway	32713	410 016 531 10 31 02	SW - Operating Costs	Received Date Stamp for PW	55223	\$20.50
					55223 Total	\$162.41
Her Element Network LLC	1005	001 008 521 40 49 01	LE-Registration Fees	RBLP-C Exam Prep/Certification	55224	\$2,270.00
					55224 Total	\$2,270.00
Home Depot	13350	001 010 576 80 31 00	PK-Operating Costs	Hex Nuts/Bolts	55225	\$29.70
Home Depot	3140532	001 013 518 20 31 00	GG-Operating Costs	Lumber/Screws/Shelf Brackets	55225	\$225.47
Home Depot	4014240	101 016 544 90 31 02	ST-Operating Cost	Aluminum Shackles	55225	\$15.27
					55225 Total	\$270.44
Honey Bucket	552590281	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	55226	\$156.75
Honey Bucket	552597667	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	55226	\$123.50
Honey Bucket	552606760	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	55226	\$330.89
Honey Bucket	552606761	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	55226	\$274.45
Honey Bucket	552611877	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - North Cove Boat Launch	55226	\$274.45
					55226 Total	\$1,160.04
HSA Bank	22522	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	55201	\$125.00
					55201 Total	\$125.00
HW Lochner Inc	000017878-17	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	55227	\$15,496.70
					55227 Total	\$15,496.70

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
J Thayer Co Inc	1575465-0	001 013 518 20 31 00	GG-Operating Costs	Batteries/Markers	55228	\$33.72
J Thayer Co Inc	1575465-0	001 007 559 30 31 00	PB-Office Supplies	Bond Paper	55228	\$10.02
J Thayer Co Inc	1575465-0	004 013 518 20 30 00	ARPA - Supplies	Hand Sanitizer	55228	\$36.89
J Thayer Co Inc	1575465-0	001 004 514 23 31 00	FI-Office Supplies	Pencil Cup	55228	\$3.65
J Thayer Co Inc	1576645-0	001 013 518 20 31 00	GG-Operating Costs	Pens	55228	\$20.34
J Thayer Co Inc	1576726-0	001 013 518 20 31 00	GG-Operating Costs	Paper	55228	\$119.68
J Thayer Co Inc	1576726-1	001 013 518 20 31 00	GG-Operating Costs	Facemasks	55228	\$10.89
J Thayer Co Inc	1576796-0	001 008 521 20 31 00	LE-Office Supplies	Electric Stapler/Scanned Stamp	55228	\$62.73
					55228 Total	\$297.92
Lake Stevens Chamber of Commerce	03-2022 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC	55229	\$1,500.00
					55229 Total	\$1,500.00
Lake Stevens Chamber of Commerce	1049	001 013 518 90 49 01	GG-Chamber of Commerce	2022 LS Chamber of Commerce Membership	55230	\$295.00
					55230 Total	\$295.00
Lake Stevens Police Guild	22522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	55202	\$1,122.00
					55202 Total	\$1,122.00
Land Development Consultants Inc	26394	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Powerline Trail Design	55231	\$124.05
Land Development Consultants Inc	26397	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street Design	55231	\$7,116.33
					55231 Total	\$7,240.38
Law Enforcement Information and Records Assoc	1728	001 008 521 40 49 01	LE-Registration Fees	Intro to Public Disclosure for Law Enforce Registration - Cooper	55232	\$50.00
					55232 Total	\$50.00
LN Curtis & Sons	CM30414	001 008 521 20 31 05	LE-Equipment - New Officers	Boots Credit	55233	(\$185.30)
LN Curtis & Sons	INV566495	001 008 521 21 26 00	LE-Boating Clothing	Polos - Marine Unit	55233	\$132.69
LN Curtis & Sons	INV566591	001 008 521 20 31 05	LE-Equipment - New Officers	Polos/Patrol Hat/Hat Strap - Young	55233	\$169.58
LN Curtis & Sons	INV566782	001 008 521 20 31 01	LE-Fixed Minor Equipment	Pants - Starkenburg	55233	\$117.49
LN Curtis & Sons	INV566950	001 008 521 20 31 01	LE-Fixed Minor Equipment	Jacket - D Smith	55233	\$163.23
LN Curtis & Sons	INV567029	001 008 521 20 31 05	LE-Equipment - New Officers	Hat - Young	55233	\$13.11
LN Curtis & Sons	INV567076	001 008 521 20 31 05	LE-Equipment - New Officers	Jumpsuit - Dreher D	55233	\$349.63
LN Curtis & Sons	INV567447	001 008 521 20 31 01	LE-Fixed Minor Equipment	Polo with Embroidery	55233	\$78.21
LN Curtis & Sons	INV568781	001 008 521 20 31 02	LE-Minor Equipment	Namebadge/Service Award - LeBlanc	55233	\$33.92
					55233 Total	\$872.56
Lynden Incorporated	3970769	101 016 542 66 31 00	ST-Snow & Ice - Sply	Road Salt	55234	\$4,843.52
					55234 Total	\$4,843.52
Munoz	011022 MUNOZ	001 008 521 20 43 00	LE-Travel & Per Diem	Records Supervisor Assessment Flight - Cathy Munoz	55235	\$156.80
Munoz	011022 MUNOZ	001 008 521 20 43 00	LE-Travel & Per Diem	Records Supervisor Assessment Flight Baggage Fee - Cathy Munoz	55235	\$60.00
					55235 Total	\$216.80
Nationwide Retirement Solution	22522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$5,819.44
					0 Total	\$5,819.44
Nelson Petroleum Inc	0789169-IN	001 002 513 11 43 00	AD-Travel & Meetings	Fuel	55236	\$27.72
Nelson Petroleum Inc	0789169-IN	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel	55236	\$30.88
Nelson Petroleum Inc	0789169-IN	001 007 559 30 32 00	PB-Fuel	Fuel	55236	\$112.63
Nelson Petroleum Inc	0789169-IN	001 008 521 20 32 00	LE-Fuel	Fuel	55236	\$5,708.60
Nelson Petroleum Inc	0789169-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	55236	\$950.82
Nelson Petroleum Inc	0789169-IN	101 016 542 30 32 00	ST-Fuel	Fuel	55236	\$1,901.67
Nelson Petroleum Inc	0789169-IN	410 016 531 10 32 00	SW - Fuel	Fuel	55236	\$1,901.67

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nelson Petroleum Inc	0789203-IN	001 010 576 80 31 00	PK-Operating Costs	DEF - Diesel Fluid	55236	\$95.52
Nelson Petroleum Inc	0789203-IN	101 016 544 90 31 02	ST-Operating Cost	DEF - Diesel Fluid	55236	\$95.52
Nelson Petroleum Inc	0789203-IN	410 016 531 10 31 02	SW - Operating Costs	DEF - Diesel Fluid	55236	\$95.52
					55236 Total	\$10,920.55
Ogden Murphy Wallace PLLC	859463	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 01-2022	55237	\$302.50
Ogden Murphy Wallace PLLC	859464	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 01-2022	55237	\$17,914.50
Ogden Murphy Wallace PLLC	859464	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 01-2022 PRR	55237	\$168.00
Ogden Murphy Wallace PLLC	859464	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 01-2022 Sewer	55237	\$198.00
					55237 Total	\$18,583.00
PB Parent Holdco LP	PSI696658	001 010 576 80 31 00	PK-Operating Costs	First Aid Supplies - PW	55238	\$97.12
PB Parent Holdco LP	PSI696658	101 016 544 90 31 02	ST-Operating Cost	First Aid Supplies - PW	55238	\$97.12
PB Parent Holdco LP	PSI696658	410 016 531 10 31 02	SW - Operating Costs	First Aid Supplies - PW	55238	\$97.12
					55238 Total	\$291.36
Public Safety Testing Inc	PSTAC22-16	001 008 521 20 41 00	LE-Professional Services	Records Supervisor Promotional Assesment Travel	55239	\$69.62
					55239 Total	\$69.62
Puget Sound Energy	22339471 0222	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	55240	\$856.80
Puget Sound Energy	24316495 0222	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	55240	\$497.77
Puget Sound Energy	24316495 0222	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	55240	\$497.77
Puget Sound Energy	24316495 0222	410 016 531 10 47 00	SW - Utilities	Natural Gas - City Shop	55240	\$497.76
Puget Sound Energy	24770236 0222	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - 10518 18th St SE	55240	\$294.69
Puget Sound Energy	3723810 0222	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	55240	\$275.76
					55240 Total	\$2,920.55
Rain Tree & Sea LLC	82	112 012 594 73 63 00	Art - Public Art Acquisition	North Cove Park Seat Wall Artwork Design	55241	\$1,500.00
					55241 Total	\$1,500.00
Right On Heating and Sheet Metal Inc	28721	001 008 521 50 48 00	LE-Facility Repair & Maint	Service Call - Potential Gas Leak at PD	55242	\$174.40
Right On Heating and Sheet Metal Inc	28756	001 013 518 20 48 00	GG-Repair & Maintenance	Service Call - Clean Furnaces/Replace Filters 1819 S Lake	55242	\$706.32
Right On Heating and Sheet Metal Inc	28757	001 012 575 50 48 00	CS- The Mill - R & M	Service Call - The Mill Heater Tube Replacement	55242	\$174.40
					55242 Total	\$1,055.12
SAFEbuilt Washington LLC	0083106-IN	001 007 558 50 41 04	Permit Related Professional Sr	Inspection Services 12-2021	55243	\$1,060.00
SAFEbuilt Washington LLC	0083685-IN	001 007 558 50 41 04	Permit Related Professional Sr	Inspection Services 01-2022	55243	\$1,590.00
					55243 Total	\$2,650.00
Smith	031422 SMITH D	001 008 521 20 43 00	LE-Travel & Per Diem	Property & Evidence Manager Training Spokane - Meals Smith D	55244	\$181.00
					55244 Total	\$181.00
Smith	022022 SMITH	001 000 382 10 00 01	The Mill - Deposit	LS22-Smith The Stack Rental 02/20/22 Damage Deposit Refund	55245	\$100.00
					55245 Total	\$100.00
Snohomish County Human Services Dept	I000580646	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	Q4 2021 Liquor Excise Taxes	55246	\$2,698.73
					55246 Total	\$2,698.73
Snohomish County Public Works	I000580008	540 016 531 20 48 00	Lake Maintenance Expenditures	Aerator Replacement	55247	\$25,450.83
Snohomish County Public Works	I000580008	410 016 531 16 48 00	SW - Alum Treatment	ILA Surface Water Mgmt Oct-Dec 2021	55247	\$14,400.06
					55247 Total	\$39,850.89
Snohomish County PUD	100607874	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	55248	\$8.59
Snohomish County PUD	100607874	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	55248	\$1,147.72
Snohomish County PUD	100607874	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	55248	\$189.59
Snohomish County PUD	109031523	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	55248	\$19.37
Snohomish County PUD	115628760	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	55248	\$137.96
Snohomish County PUD	115628761	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	55248	\$75.89
Snohomish County PUD	125563680	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	55248	\$63.68

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	125564518	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	55248	\$93.24
Snohomish County PUD	128833213	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	55248	\$92.81
Snohomish County PUD	128833724	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	55248	\$345.16
Snohomish County PUD	135452304	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	55248	\$24.36
Snohomish County PUD	141975835	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	55248	\$263.47
Snohomish County PUD	141975835	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	55248	\$364.63
Snohomish County PUD	141975835	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	55248	\$167.24
Snohomish County PUD	141975835	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	55248	\$20.70
Snohomish County PUD	141975835	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	55248	\$88.53
Snohomish County PUD	141975835	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	55248	\$53.21
Snohomish County PUD	141975835	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	55248	\$38.28
Snohomish County PUD	141975835	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	55248	\$471.00
Snohomish County PUD	141975835	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	55248	\$53.18
Snohomish County PUD	141977138	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	55248	\$29.44
Snohomish County PUD	141979486	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	55248	\$65.57
Snohomish County PUD	141979486	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	55248	\$65.54
Snohomish County PUD	141979486	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	55248	\$65.55
Snohomish County PUD	145309786	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	55248	\$53.18
Snohomish County PUD	145312616	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	55248	\$933.78
Snohomish County PUD	161508560	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	55248	\$66.77
Snohomish County PUD	164718693	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	55248	\$74.74
					55248 Total	\$5,073.18
Snohomish County Sheriffs Office	2022-7200	001 008 523 60 41 00	LE-Jail	Jail Services 01-2022	55249	\$50,689.38
					55249 Total	\$50,689.38
Snohomish County Treasurer	FY2021	001 013 518 20 47 01	GG-Storm Drainage	2021 Stormwater/Diking District 2 Real Estate Tax 400 Sunnyside	55250	\$6,306.44
					55250 Total	\$6,306.44
Snohomish County Treasurer	FY2022	001 013 518 20 47 00	GG-Utilities	State Fire Assessment Parcel 01036000099800	55251	\$23.50
					55251 Total	\$23.50
Sound Publishing Inc	EDH948111	001 010 576 80 41 00	PK-Professional Services	Legal Ad - RFQ S Lake Stevens Rd Multi Use Path Phase II	55252	\$120.64
Sound Publishing Inc	EDH948355	001 013 518 30 41 01	GG-Advertising	Legal Notice - Council Meeting/Retreat	55252	\$55.16
Sound Publishing Inc	EDH948378	001 013 518 30 41 01	GG-Advertising	Legal Notice - Council Workshop Cancelled	55252	\$20.76
Sound Publishing Inc	EDH948460	001 013 518 30 41 01	GG-Advertising	Legal Notice - Ordinance 1134	55252	\$39.68
Sound Publishing Inc	EDH948681	001 007 558 50 31 02	PL-Permit Related Op. Costs	Legal Notice - LUA2021-0074 Palacios Dock	55252	\$84.40
Sound Publishing Inc	EDH948971	001 007 558 50 41 03	PL-Advertising	Legal Ad - RFP Housing Action Plan	55252	\$84.40
					55252 Total	\$405.04
Sound Security Inc	1042848	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	55253	\$571.04
Sound Security Inc	1042848	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	55253	\$385.00
Sound Security Inc	1042848	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	55253	\$196.46
Sound Security Inc	1042848	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	55253	\$196.47
Sound Security Inc	1042848	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	55253	\$196.47
					55253 Total	\$1,545.44
Stary	021922 STARY	001 000 382 10 00 01	The Mill - Deposit	LS21-Stary The Stack Rental 02/19/22 Damage Deposit Refund	55254	\$100.00
					55254 Total	\$100.00
State Auditors Office	L146607	001 004 514 23 41 00	FI-Professional Service	2020 Accountability/Federal Audit	55255	\$3,483.00
					55255 Total	\$3,483.00
Stericycle Inc	3005885453	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	55256	\$10.36
					55256 Total	\$10.36

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Stevens	022222 STEVENSB	001 004 514 23 31 00	FI-Office Supplies	HDMI Cables Reimbursement - Stevens B	55257	\$49.89
					55257 Total	\$49.89
TargetSolutions Learning LLC	INV42574	001 008 521 20 41 01	LE-Professional Serv-Fixed	Vector Evaluations Platform	55258	\$1,122.70
					55258 Total	\$1,122.70
Technological Services Inc	22503	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tires/Brake Inspect/Tune Up/Trasmission Svc PT-19-83	55259	\$2,232.36
Technological Services Inc	22517	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Tires/Brake Inspect/Wipers PT-19-81	55259	\$839.90
Technological Services Inc	22542	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Filters/Brake Inspect PT-20-87	55259	\$220.09
Technological Services Inc	22576	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Brake Repair PT-18-79	55259	\$726.89
					55259 Total	\$4,019.24
ULINE	144555402	001 010 576 80 31 00	PK-Operating Costs	Desk/Room Divider/Chair/Pedestal File Drawer	55260	\$809.99
ULINE	144555402	101 016 544 90 31 01	ST-Office Supplies	Desk/Room Divider/Chair/Pedestal File Drawer	55260	\$809.98
ULINE	144555402	410 016 531 10 31 01	SW - Office Supplies	Desk/Room Divider/Chair/Pedestal File Drawer	55260	\$809.98
ULINE	144831368	001 010 576 80 31 00	PK-Operating Costs	T8 Daylight Flass LED Tube/Red Bulbs/Lightbulbs	55260	\$147.49
ULINE	144831368	101 016 544 90 31 01	ST-Office Supplies	T8 Daylight Flass LED Tube/Red Bulbs/Lightbulbs	55260	\$147.50
ULINE	144831368	410 016 531 10 31 01	SW - Office Supplies	T8 Daylight Flass LED Tube/Red Bulbs/Lightbulbs	55260	\$147.50
					55260 Total	\$2,872.44
UPS	0000074Y42062	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55261	\$2.02
					55261 Total	\$2.02
US Bank St Paul	1941634	214 008 592 21 83 01	2019A-2 LTGO Interest Pmt PD	LAKSLTGO19A2 Limited Tax General Obligation Bond 2019A-2	55262	\$17,124.50
					55262 Total	\$17,124.50
US Bank St Paul	1941636	214 008 592 21 83 00	2019A-1 LTGO Interest Pymt PD	LAKSLTGO19A1 Limited Tax General Obligation Bond 2019A-1	55263	\$120,425.00
					55263 Total	\$120,425.00
Vantagepoint Transfer Agents - 108991	700343	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	55203	\$435.73
					55203 Total	\$435.73
Vantagepoint Transfer Agents - 307428	700346	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	55204	\$1,739.69
					55204 Total	\$1,739.69
Wachtveitl	012722 WACHTVEITL	001 008 521 20 43 00	LE-Travel & Per Diem	Reimburse - External Vest Carrier	55264	\$245.77
					55264 Total	\$245.77
WAPRO	3840	001 003 514 20 49 00	CC-Miscellaneous	WAPRO Membership - Chelin	55265	\$25.00
					55265 Total	\$25.00
Washington Energy Services	02-22 WA ENERGY	003 000 322 10 00 00	Building Permits	BLD2022-0124 Refund	55266	\$50.00
Washington Energy Services	02-22 WA ENERGY	510 000 341 81 00 00	Technology Fee	BLD2022-0124 Refund	55266	\$1.50
					55266 Total	\$51.50
Washington State Support Registry	22522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$344.50
					0 Total	\$344.50
Zachor Stock & Krepps Inc PS	22-LKS-0002	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 02-2022	55267	\$13,818.48
					55267 Total	\$13,818.48

**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES**

February 8, 2022, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Marcus Tageant and Steve Ewing

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Interim Public Works Director Aaron Halvorson, Police Chief Jeff Beazizo, Human Resources Director Anya Warrington, City Clerk Kelly Chelin and City Attorney Greg Rubstello.

Call to Order:

The Mayor called the meeting to order at 6:00 p.m.

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present.

Approval of Agenda:

Mayor Gailey asked that the Council add Item B to the action items to appoint a Council liaison to the HART Affordable Housing Task Force.

Councilmember Frederick asked that Item G be moved to the action items or a future workshop. It was decided that it will move to action items.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve the agenda as amended. The motion passed 7-0-0-0.

Citizen Comments:

There were no public comments.

Council Business:

Councilmember Dickinson reported that the new library manager has added great programs for the citizens.

Councilmember Jorstad reported that she toured the new relocated library and was pleased. She also reported that she attended the Board of Health meeting and covid numbers are starting to decrease.

Councilmember Frederick reported that he attended the Veterans Commission meeting. The Commission will be coming to the Council for a joint meeting. He attended the Youth Advisory Council meeting and is impressed with the great things the youth are doing.

Councilmember Petershagen reported that he testified in Olympia, on behalf of Lake Stevens, in opposition of House Bill 1782 ("missing middle legislation").

Councilmember Daughtry reported that funding for the trestle is in the transportation package. He also met with the Director of the Community/Family Shelter in Lake Stevens. He attended the Veterans Commission meeting and the Youth Advisory Council meeting.

Councilmember Tageant reported that he attended the Veterans Commission meeting, and the next Coffee Klatch is February 19, 2022, at 8:00 a.m. at the Buzz Inn Restaurant.

Councilmember Ewing reported that the Youth Advisory Council is doing a great job. He also thanked the staff and Mayor for the recent grant funding the city received.

Mayor Business:

Mayor Gailey reported on the ongoing work with the Public Works Accreditation. He also had a great meeting with T-Mobile about expanding technology in the city.

City Department Report

Chief Beazizo introduced Jeff Young, the City's new Deputy Police Chief.

Director Wright introduced Carol Manus, the City's new Building Official. He also recognized Natalie Held's promotion from Office Assistant to Permit Specialist.

Director Warrington introduced Max Roth, the City's new Risk Manager. She also introduced Annette Rose, the City's new Human Resources Technician.

Director Halvorson introduced Billy McNabb and Richard Granroth, the City's new Public Works crew members.

Chief Beazizo also recognized Officer Adam Bryant as Officer of the Year and Jessica Dreher as Employee of the Year in the Police Department. He also announced three Chief Awards.

Consent Agenda:

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Petershagen, to approve the consent agenda. The motion passed 7-0-0-0.

The consent agenda included the following:

- 2022 Vouchers
- City Council Meeting Minutes of January 18, 2022
- City Council Meeting Minutes of January 25, 2022
- Revised Interlocal Agreement for Municipal Road and Street Services with Snohomish County
- Distribution of Vessel Registration Fee Agreement
- Amendment No. 3 to Professional Services Agreement with Feldman & Lee, P.S. for Public Defense Services

Action Items:**Amendments to Lake Stevens Municipal Code Title 5**

Assistant City Attorney Emily Miner explained the amendments to the Council. Councilmember Frederick stated he was concerned with some of the verbiage. Council and staff discussed the suggested changes. The consensus was to remove Exhibit A (Rabies) and adopt the Ordinance as amended. Exhibit A will come back to the Council at a later date.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Frederick, to approve Ordinance 1134 by taking out Exhibit A and work out any edits and bring it back at another date. The motion passed 7-0-0-0.

Appoint a Council Liaison to the School Board

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Tageant, to appoint Councilmember Dickinson as the liaison to the School Board. The motion passed 7-0-0-0.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Ewing, to appoint Councilmember Jorstad as the alternate liaison to the School Board. The motion passed 7-0-0-0.

Affordable Housing Task Force

Mayor Gailey stated he was a liaison, and he needs the Council to appoint an alternate liaison. Councilmembers Tageant, Jorstad and Petershagen expressed interest in being the alternate.

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Daughtry, to appoint Councilmember Gary Petershagen to serve with the Mayor on the committee. The motion passes 4-3-0-0 with Councilmember Frederick, Councilmember Jorstad and Councilmember Dickinson opposed.

Executive Session:

The meeting was recessed to executive session at 7:07 p.m. to discuss Potential Litigation per RCW 42.30.110 (1) (i) for approximately 10 minutes. There will be no action.

At 7:17 p.m., the meeting was extended for 5 minutes.

The meeting reconvened to regular session at 7:20 p.m.

Adjournment:

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Petershagen, to adjourn the meeting. The motion passed 7-0-0-0. The meeting adjourned at 7:20 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES**

February 22, 2022, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad and Steve Ewing

ELECTED OFFICIALS ABSENT: Councilmember Marcus Tageant

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Aaron Halvorson, Police Chief Jeff Beazizo, Human Resources Director Anya Warrington, City Clerk Kelly Chelin and City Attorney Greg Rubstello.

Call to Order:

The Mayor called the meeting to order at 6:00 p.m.

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present except Councilmember Tageant.

MOTION. Councilmember Frederick made a motion, seconded by Councilmember Ewing, to excuse Councilmember Tageant. The motion passed 6-0-0-0.

Approval of Agenda:

Mayor Gailey asked that the Planning & Community Development Staffing item be moved to an action item. Also, Resolution 2022-1 was added to the consent agenda.

MOTION. Councilmember Frederick made a motion, seconded by Councilmember Daughtry, to approve the agenda as amended. The motion passed 6-0-0-0.

Citizen Comments:

Michelle Hampton, President of 2022 Aquafest

Ms. Hampton explained that Aquafest is scheduled for July 29-31, 2022. The board is very excited to bring this event back to the community.

Council Business:

Councilmember Jorstad reported that she met with the Volunteers of America CEO and they will be reaching out soon about their program.

Councilmember Dickinson attended the School Board meeting, Senior Center Board meeting and the Park Board meeting. She also participated in the polar plunge on Sunday.

Councilmember Frederick thanked staff for the Council retreat. He thanked the Police Department for the excellent annual report.

Councilmember Petershagen attended the utility committee meeting. The sewer district is proposing rate increases. He suggested we schedule a future study session with the sewer district.

Councilmember Daughtry attended the SCCIT meeting. Funding for the trestle has been included in the transportation package. He also stated he is excited for the Youth Advisory Council to present tonight.

Councilmember Ewing reported that he testified on two transportation bills. He also thanked staff for their work on the retreat. He is excited to have the Youth Advisory Council here tonight.

Mayor Business:

Mayor Gailey stated that he has been testifying on transportation and public safety bills for the city. Staff is working on the public works accreditation.

City Department Report

City Administrator Brazel reported that Director Halverson has been made the new Public Works Director.

Guest Business

Youth Advisory Council Presentation

Lily Scivens, Jack Johnson and Anisa Yaser presented to the Council about the Youth Advisory Council.

Consent Agenda:

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve the consent agenda. The motion passed 6-0-0-0.

The consent agenda included the following:

- Vouchers
- Resolution 2022-1: Authorizing the Purchase of a Roll-Off Truck

Joint Meeting:

Veterans Commission Program Overview

Commissioners Kevin McLarnon, Debbie Welch and Vern Rasmussen were in attendance from the Veterans Commission. Chair McLarnon presented the Commission's work plan to the Council.

Action Items:

Planning & Community Development Staffing

Director Wright explained that Planning and Community Development has five open positions: Building Inspector 1, Building Inspector 2, Associate Planner, Permit Supervisor and Civil Plan Reviewer (scheduled for mid-year 2022). He stated he is proposing some slight modifications to

the organizational chart and classifications to allow more flexibility in hiring. These reclassifications of the planning and building positions would not add salary and benefit costs. These positions are paid through permit revenues primarily. Based on aptitude and training, if these positions are filled at a lower level, the incumbent could be re-classified to a higher level in the future.

MOTION. Councilmember Frederick made a motion, seconded by Councilmember Dickinson, to approve the organizational changes as requested. The motion passed 6-0-0-0.

Discussion Items:

2022 Comprehensive Plan Docket Introduction

Planning Manager Levitan discussed the 2022 Comprehensive Plan docket, including three citizen-initiated zoning map amendments within the 20th St SE Corridor subarea.

Council and staff engaged in a discussion. A separate public hearing will be held in March to consider the Planning Commission's recommendation on ratification of the docket.

Mill Policy Update

Director Wright explained that at the January 18, 2022, workshop, Staff briefed the Council about The Mill policy. The Council reviewed different policy and pricing models from comparable facilities, specifically the Opera House in Marysville and Rosehill Community Center in Mukilteo. Extensive conversations occurred about pricing, recurring rentals and appropriate rates for non-profits. Staff discussed the role of the Marketing and Event Specialist and Public Works staff related to the operation and maintenance of the facility. Staff also provided rental information that shows how the use of The Mill has increased annually despite Covid-19 restrictions. During the meeting, council members indicated that they would like the following items reviewed at a future workshop:

A recent cost comparison that compares The Mill to Rosehill in Mukilteo and the Opera House in Marysville (Exhibit A);

Updated policy language to allow morning events and more flexibility for rentals outside of the prescriptive limits when space and staff are available (Exhibit B);

More information on marketing; and

Revisit the recurring use of the facility by non-profit organizations.

Director Wright provided updates and changes to the Council. The Council agreed to the changes and would like to build out The Mill to its fullest capacity.

Adjournment:

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Dickinson, to adjourn the meeting. The motion passed 6-0-0-0. The meeting adjourned at 7:33 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/8/2022

Subject: Approval of 2022 Recreation and Concession offerings

Contact Person/Department: Jill Meis, Community Development

Budget Impact: Inflows

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve the Mayor to sign contracts for recreation and concession offerings

SUMMARY/BACKGROUND:

The City distributed a request for proposals for recreation, festivals and events to be submitted to the City for review and approval. Staff received proposals from community members and organizations to provide:

- Stand up paddle board and kayak rentals at Lundeen Park
- Zumba dance fitness classes at Lundeen and North Cove Park
- Film festival
- Health and Wellness Festival
- Band and choir concert

The City also requested Skyhawks Sports Academy to continue their partnership with the city by providing sports camps during spring break and the summer. Staff is requesting authorization for the Mayor to enter into contracts/agreements with these individuals and organizations to provide these events and programming for the community.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/8/2022

Subject: Appointments to the Planning Commission and Library Board

Contact Person/Department: Kelly Chelin, Administration

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Confirm the Mayor's appointment of Connor Davis to the Planning Commission and JoAnne VanLeuven to the Library Board with terms expiring December 31, 2024.

SUMMARY/BACKGROUND:

There is currently one position open on the Planning Commission and one position open on the Library Board. The staff issued a press release for interested applicants. Six applications were received for Planning Commission and four were received for Library Board.

Interviews were held on February 24, 2022 with Council President Ewing and Councilmember Daughtry, along with the respective board/commission chairs. The interview committee has recommenced, and the Mayor has nominated, the appointment of Connor Davis to the Planning Commission and the appointment of JoAnne VanLeuven to the Library Board with terms expiring December 31, 2024.

APPLICABLE CITY POLICIES:

LSMC Title 2

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/8/2022

Subject: Authorize Mayor to Sign Interagency Agreement with Department of Ecology for SMP Competitive Grant Award

Contact Person/Department: David Levitan, Community Development

Budget Impact: The city will use the grant funding to hire a consultant to help develop the work products (photographic inventory and SMP User Guide) identified in the interagency agreement.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Staff is asking Council to pass a motion authorizing the mayor to sign an interagency agreement with the State of Washington Department of Ecology to receive grant funding under the SMP Competitive Grant program.

SUMMARY/BACKGROUND:

On November 23, 2021, the city received notice from the Department of Ecology that it had been awarded \$30,000 in grant funds under the Shoreline Master Program (SMP) Competitive Grant program to develop a photographic inventory and SMP User Guide. Staff is asking the Council to authorize the mayor to sign an interagency agreement (Attachment 1) with Ecology outlining the project tasks, budget, schedule and deliverables.

APPLICABLE CITY POLICIES:

N/A

ATTACHMENTS:

1. Attachment 1 - Shorelands SMP Competitive Agreement



Agreement No. SEASMP-2123-LakStev-00028

SHORELANDS SMP COMPETITIVE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF LAKE STEVENS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Lake Stevens, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Lake Stevens Photographic Inventory and SMP User Guide
Total Cost:	\$30,000.00
Total Eligible Cost:	\$30,000.00
Ecology Share:	\$30,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Planning

Project Short Description:

The City of Lake Stevens (RECIPIENT) has annexed hundreds of primarily single family residential properties along the shores of Lake Stevens. Most of these structures were built prior to modern shoreline regulations or under previous Snohomish County Shoreline Master Programs (SMPs). The RECIPIENT will complete a comprehensive inventory of properties on Lake Stevens to assess nonconformities, and create a SMP User Guide for projects with nonconforming uses and common development situations.

Project Long Description:

The RECIPIENT's boundaries cover all properties within the City limits and the Lake itself. Properties are almost exclusively detached single family residences (SFR), ranging from homes built over 100 years ago to newer homes developed under Snohomish County regulations. The RECIPIENT has found dozens of developments that don't conform with the City's existing Shoreline Master Program (SMP), including encroachments into shoreline buffers,

Agreement No: SEASMP-2123-LakStev-00028
Project Title: Lake Stevens Photographic Inventory and SMP User Guide
Recipient Name: City of Lake Stevens

excessive impervious surfaces, or non-conforming overwater structures.

The number of applications submitted to the RECIPIENT for maintenance, additions, or redevelopment of properties within shoreline jurisdiction has increased in recent years. Proposals range from dock decking replacement to demolition and reconstruction of existing homes. Applicants struggle to decipher the regulations due to the scope, breadth, and complexity of the SMP. RECIPIENT staff often spend several hours responding to questions about where to find and how to interpret information. The RECIPIENT has also seen an increase in shoreline projects undertaken without required permits, which requires code enforcement action.

The RECIPIENT will conduct a photographic inventory of existing development along the shores of Lake Stevens to obtain an accurate understanding of types of development present on the shoreline. Next, the RECIPIENT will analyze existing aerial imagery to create maps showing the approximate ordinary high water mark (OHWM) along Lake Stevens. The RECIPIENT will make the maps available to the general public.

The RECIPIENT will develop a SMP User Guide (Guide) for 1) identifying common development situations and nonconformities that exist along the shores of Lake Stevens; and 2) outlining required steps and mitigation for new development or redevelopment within shoreline jurisdiction. The Guide will identify the process, relevant SMP sections, and required application materials/technical studies for projects along the shoreline. It will include a special focus on proposals that involve modifications to nonconforming development. Staff will use the information identified in the Guide to improve clarity of SMP Sections 7G and 7H as part of a future local amendment. The RECIPIENT will post the Guide on the project website and mail to all waterfront property owners. The Guide will incorporate recent amendments to Chapter 14.32 (Nonconformities) of the Lake Stevens Municipal Code (LSMC), which were adopted in November 2021.

Overall Goal:

The RECIPIENT will develop a SMP User Guide to minimize confusion regarding SMP requirements affecting development along the shores of Lake Stevens. The Guide will include photos and graphics making it easier for shoreline property owners and consultants to understand the shoreline regulations and development process requirements. By producing the Guide, staff time needed to explain these processes will be reduced and compliance will increase.

Agreement No: SEASMP-2123-LakStev-00028
Project Title: Lake Stevens Photographic Inventory and SMP User Guide
Recipient Name: City of Lake Stevens

RECIPIENT INFORMATION

Organization Name: City of Lake Stevens

Federal Tax ID: 91-6018875

DUNS Number: 050256528

Mailing Address: PO Box 257
Lake Stevens, WA 98258-0257

Physical Address: 1812 Main Street
Lake Stevens, Washington 98258

Organization Email: bstevens@lakestevenswa.gov

Organization Fax: (425) 212-3327

Contacts

Agreement No: SEASMP-2123-LakStev-00028

Project Title: Lake Stevens Photographic Inventory and SMP User Guide

Recipient Name: City of Lake Stevens

Project Manager	David Levitan Planning Manager 1812 Main Street Lake Stevens, Washington 98258 Email: dlevitan@lakestevenswa.gov Phone: (425) 622-9400
Billing Contact	Barb Stevens Finance Director/City Clerk PO Box 257 Lake Stevens, Washington 98258 Email: bstevens@lakestevenswa.gov Phone: (425) 622-9410
Authorized Signatory	Brett Gailey Mayor 1812 Main Street Lake Stevens, Washington 98258 Email: bgailey@lakestevenswa.gov Phone: (425) 407-3497

ECOLOGY INFORMATION

Mailing Address:

Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address:

Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Stephanie Barney 913 Squaticum Way Suite 101 Bellingham, Washington 98225 Email: bars461@ecy.wa.gov Phone: (360) 296-2103
Financial Manager	Michele Boderck PO Box 47600 Olympia, Washington 98504-7600 Email: mbod461@ecy.wa.gov Phone: (360) 764-6807

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Lake Stevens

By: _____

By: _____

Joenne McGerr
Shorelands
Program Manager
Date

Brett Gailey
Mayor
Date

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: 1. Project Administration / Management

Task Description:

The RECIPIENT shall provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, administration and management.

A. The RECIPIENT shall coordinate with ECOLOGY throughout the project. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report.
Properly maintained project documentation.

Recipient Task Coordinator: David Levitan

1. Project Administration / Management

Deliverables

Number	Description	Due Date
1.1	Payment Request / Progress Report (PRPR)	
1.2	Recipient Close Out Report (RCOR)	06/30/2023

Agreement No: SEASMP-2123-LakStev-00028
 Project Title: Lake Stevens Photographic Inventory and SMP User Guide
 Recipient Name: City of Lake Stevens

SCOPE OF WORK

Task Number: 2 **Task Cost: \$10,000.00**

Task Title: 2. Photographic Inventory and Maps

Task Description:

A. The RECIPIENT will secure qualified consultant services to perform the scope of work in this agreement. In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract(s) with the selected consultant(s) and prepare a contract(s) in accordance with the scope of work in this agreement.

B. The RECIPIENT will complete a photographic inventory of existing development along the shores of Lake Stevens, with a review to ensure adequate privacy. The RECIPIENT will inventory the photographs by address and parcel number and add them to their geographic information system (GIS) database.

C. The RECIPIENT will create map(s) depicting the approximate OHWM of Lake Stevens. The RECIPIENT will review existing aerial imagery of the shorelines of Lake Stevens for locating the OHWM for creation of the ordinary high water mark maps. The map(s) will show the 50' shoreline buffer and additional 10' building setback onto individual properties. The RECIPIENT will post the maps (with a standard disclaimer that the information is not exact and site-specific analysis is still required for applications) on the City's website.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of work of this project. Develop a photographic inventory of all lakeside development as of early 2022. Create map(s) depicting the approximate OHWM of Lake Stevens.

Task Expected Outcome:

A signed contract with hired consultant(s). Development of a photographic inventory to add to the RECIPIENT'S geographic information system (GIS) and searchable by address and parcel number. Creation of maps showing the OHWM of Lake Stevens.

Recipient Task Coordinator: David Levitan

2. Photographic Inventory and Maps

Deliverables

Number	Description	Due Date
2.1	Final signed consultant contract(s). Upload to EAGL.	
2.2	Photographic Inventory added to GIS database. Upload the zipped file to EAGL.	
2.3	Maps of ordinary high water mark, 50' shoreline buffer, and additional 10' building setback. Upload the maps to EAGL.	

Agreement No: SEASMP-2123-LakStev-00028
Project Title: Lake Stevens Photographic Inventory and SMP User Guide
Recipient Name: City of Lake Stevens

SCOPE OF WORK

Task Number: 3 **Task Cost: \$20,000.00**

Task Title: 3. Develop SMP User Guide

Task Description:

A. Using the photographic inventory and imagery analysis, the RECIPIENT will develop a SMP User Guide (Guide) that will 1) provide an overview of the development process for shoreline properties, 2) include answers to frequently asked questions, 3) provide illustrations and graphics distinguishing between common development scenarios, and 4) discuss likely mitigation requirements for shoreline development. The Guide will incorporate recent amendments to Chapter 14.32 of the Lake Stevens Municipal Code (LSMC), adopted November 2021, addressing nonconformities. Information covered by the Guide will include:

- a. General information about the Shoreline Management Act and the City's SMP, including an illustration of the 200' jurisdictional boundaries.
- b. An overview of required setbacks and other dimensional standards, as well as permitted exemptions.
- c. An overview of mitigation requirements, such as decking transparency and shoreline plantings.
- d. An FAQ section covering topics such as "Can I tear down and rebuild my house?" or "What is needed to replace my dock or install a boat lift?"

B. The RECIPIENT will post the Guide on the City's website, accessible to the public.

C. The RECIPIENT will mail the Guide to all waterfront property owners on Lake Stevens.

D. For any publications, and education and outreach materials, the RECIPIENT will follow ECOLOGY's requirements in the following sections of the Agreement General Terms and Conditions: 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY; and 19. PRESENTATION AND PROMOTIONAL MATERIALS. For more information, see in the Agreement General Terms and Conditions.

For communications and materials, the RECIPIENT will acknowledge that funding was provided by ECOLOGY. The ECOLOGY Project Manager can provide a copy of ECOLOGY's logo.

The RECIPIENT will provide a copy of education and outreach materials to the ECOLOGY Project Manager for review prior to distribution.

Task Goal Statement:

The SMP User Guide will provide clearer and useful information to property owners looking to pursue projects along the shoreline of Lake Stevens.

Task Expected Outcome:

Development of a SMP User Guide to answer common questions about shoreline development and provide real-world examples of common situations.

Agreement No: SEASMP-2123-LakStev-00028

Project Title: Lake Stevens Photographic Inventory and SMP User Guide

Recipient Name: City of Lake Stevens

Recipient Task Coordinator: David Levitan**3. Develop SMP User Guide****Deliverables**

Number	Description	Due Date
3.1	Draft SMP User Guide uploaded to EAGL.	
3.2	Final SMP User Guide uploaded to EAGL.	
3.3	City website updated with link to SMP User Guide. Upload screenshot to EAGL.	

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 Project Title: Lake Stevens Photographic Inventory and SMP User Guide
 Recipient Name: City of Lake Stevens

BUDGET**Funding Distribution EG220521**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Model Toxics Control Operating Account (MT
 Funding Type: Grant
 Funding Effective Date: 01/01/2022
 Funding Expiration Date: 06/30/2023
 Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Administration / Management	\$ 0.00
2. Photographic Inventory and Maps	\$ 10,000.00
3. Develop SMP User Guide	\$ 20,000.00

Total: \$ 30,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	\$ 0.00	\$ 30,000.00	\$ 30,000.00
Total		\$ 0.00	\$ 30,000.00	\$ 30,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

Agreement No: SEASMP-2123-LakStev-00028

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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Recipient Name: City of Lake Stevens

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/8/2022

Subject: Trail Easement Condemnation Consideration

Contact Person/Department: Jill Meis, Russ Wright, Community Development

Budget Impact: Cost for property acquisition

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve condemnation ordinance for trail construction

SUMMARY/BACKGROUND:

In 2020, the City Council adopted the Trails Master Plan that guides the city's efforts in creating a trail network that provides non-motorized connections throughout the city. Through the prioritization effort, the "westside trail" emerged as a preferred connection point. The first phase of this trail starts at the site commonly known as the 20th Street Ballfields (8629 20th Street SE) and continues north to 8th Street SE. The trail follows the existing utility access road.

The easements needed to construct the trail occur on the Quail Court open space tract and the Willowood Division 2 open space tract. The Quail Court open space tract will remain in its current condition except for the utility access road asphalt overlay. This easement is approximately 3,733 square feet where the wetland crossing takes place, and the utility access road is located (image attached). The Willowood Division 2 easement takes place on the existing utility access road and the pedestrian trail location, this easement is approximately 17,956 square feet (image attached).

The council was briefed at the February meeting on this project and the potential acquisition of the easements necessary for this project to move forward. Below is an outline of the outreach that has occurred on this project.

- In February 2020 staff went door to door in the Quail Court neighborhood to start the discussion on the development of a trail and possible use of the neighborhood's open space parcel. Neighbors discussed their parking issues and asked questions of staff. If the neighbors weren't home a handout was left on their doorstep.
-

- In June 2020 staff sent a letter to Willowood Division 2 homeowners describing the public process in adopting the Trails Master Plan and the city's intent to construct the trail.
- In August 2020 staff sent a letter to Quail Court and Willowood Division 2 homeowners inviting them to an open house on September 17, 2020.
- On September 17, 2020, the Mayor, park board members and staff held two open houses, one for each neighborhood. At this meeting the city took input and answered questions for incorporation into the design.
- In October 2020 the Park Board was briefed during their public meeting and input was taken on alignment of the trail.
- In January 2021 the Park Board provided input during their public meeting on design concepts.
- In April 2021 the Park Board was briefed and provided input on the project design using the input from the previous sessions.
- In May 2021 the Park Board was briefed on the project.
- In June 2021 the Park Board and Staff held an open house for the 20th Street Park Design that included a live poll on uses and designs.
- In July 2021 the Park Board was updated on the project and public outreach.
- In December 2021 staff mailed a notice to homeowners within the Quail Court and Willowood Division 2 neighborhoods outlining the city's intent to acquire an easement on the open space parcels for the construction of the trail along with a copy of the appraisal and an early action incentive to sign the easement. Two homeowners signed the easement from the Willowood Division 2 neighborhood and seven homeowners signed from the Quail Court neighborhood.
- In February 2022 all homeowners that didn't sign the easement were certified mailed the notice of intent to condemn from the city. On February 22, 2022 and March 1, 2022 the Everett Herald published the notice in the legal section of the newspaper.

This trail satisfies the needs and goals of the park element of the Comprehensive Plan:

NEED

- The 20th Street Ballfields satisfies the city's level of service for a Neighborhood level park in the southwest part of the city.
- The Westside Trail was identified in the Trails Master Plan as an important non-motorized link for the western part of the city.
- The proposed park development is consistent with the identified Needs Assessment for property acquisition within the powerline corridor and site development of the

ballfields and trail. This project is a planned and funded capital improvement project in the Park Plan and Capital Facilities Plan.

- The proposed amenities meet community preference for providing opportunities for athletic fields, play areas, picnicking and walking trails while protecting critical areas and open spaces.
- The proposed park development is consistent with several goals and policies of the Park Plan including:
 1. GOAL 5.1 Provide a high-quality, diversified parks, recreation and open space system that provides recreational and cultural opportunities for all ages and interest groups
 - Policy 5.1.1 Provide a system of multi-purpose neighborhood and community parks, throughout the community ...
 - Policy 5.1.2 Provide a park, recreation and open space system with activities for all age groups and abilities, equally distributed throughout the community, with an emphasis on youth-oriented activities.
 - 5.1.3 Provide a balanced mix of active recreational facilities including but not limited to court and field activities, skateboard/BMX areas, and multi-use trails and passive recreation facilities, including but not limited to, hiking/walking, shoreline access and picnicking accessible to the largest number of participants.
 2. GOAL 5.2 Provide an interconnected system of high-quality, accessible trails and greenway corridors that offer diverse, healthy outdoor experiences within a variety of landscapes and natural habitats, public facilities, local neighborhoods, business districts and regional trails.
 - Policy 5.2.1 Provide a comprehensive network of multi-use trails for pedestrians, bicycles and skating using alignments along the public rights-of-way, through public landholdings as well as across cooperating private properties, which link residential neighborhoods to community facilities, parks, special use areas, commercial areas and the waterfront that meets the following level of service: one trail within one mile of residential areas. Implement Master Trail Plan as adopted.
 - Policy 5.2.4 Establish a north/south trail under the power lines as identified in the Lake Stevens Center and 20th Street SE Corridor subarea plans.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2571804 (002)Ordinance 1135
2. LS-PowerlineTrail-QuailCourtEasement
3. LS-PowerlineTrail-Willowood-Easement

ORDINANCE NO. 1135

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, PROVIDING FOR THE CONDEMNATION, APPROPRIATION, TAKING, AND DAMAGING OF AN EASEMENT INTEREST IN PORTIONS OF CERTAIN PARCELS OF REAL PROPERTY, LOCATED WITHIN THE QUAIL COURT AND WILLOWOOD DIVISION 2 SUBDIVISIONS IN THE CITY IN ORDER TO CONSTRUCT A RECREATIONAL TRAIL AND SUCH OTHER APPURTENANCES AND IMPROVEMENTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT AND PROVIDING THAT THE ENTIRE COST THEREOF SHALL BE PAID FROM AVAILABLE FUNDS; DIRECTING THE CITY ATTORNEYS TO PROSECUTE THE APPROPRIATE ACTION AND PROCEEDINGS IN THE MANNER PROVIDED BY LAW FOR SUCH CONDEMNATION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, In 2020 the City Council adopted the Trails Master Plan that guides the city's efforts in creating a trail network that provides non-motorized connections throughout the city. Through the prioritization effort, the "westside trail" emerged as a preferred connection point. The first phase of this trail starts at the site commonly known as the 20th Street Ballfields (8629 20th Street SE) and continues north to 8th Street SE. The trail follows the existing utility access road; and

WHEREAS, The easements needed to construct the trail occur on the Quail Court open space tract 997 and the Willowood Division 2 open space tract 998. The Quail Court open space tract will remain in its current condition with the exception of the utility access road asphalt overlay. This easement is approximately 3,733 square feet where the wetland crossing takes place and the utility access road is located (image attached). The Willowood Division 2 easement takes place on the existing utility access road and the pedestrian trail location, this easement is approximately 17,956 square feet (image attached).; and

WHEREAS, despite good faith efforts at obtaining negotiated purchases of needed private property, negotiations with the owners of the property required for the improvements have proved unsuccessful and the properties must therefore be acquired by condemnation. The City has complied with statutory notice requirements to the owners of properties in the two subdivisions of the proposed final action by the city council in the adoption of this ordinance. The good faith efforts and notice given by the city include the following:

- In February 2020 staff went door to door in the Quail Court neighborhood to start the discussion on the development of a trail and possible use of the neighborhood's open space parcel. Neighbors discussed their parking issues and asked questions of staff. If the neighbors weren't home a handout was left on their doorstep.
- In June 2020 staff sent a letter to Willowood Division 2 homeowners describing the

public process in adopting the Trails Master Plan and the city's intent to construct the trail.

- In August 2020 staff sent a letter to Quail Court and Willowood Division 2 homeowners inviting them to an open house on September 17, 2020.
- On September 17, 2020, the Mayor, park board members and staff held two open houses, one for each neighborhood. At this meeting the city took input and answered questions for incorporation into the design.
- In October 2020 the Park Board was briefed during their public meeting and input was taken on alignment of the trail.
- In January 2021 the Park Board provided input during their public meeting on design concepts.
- In April 2021 the Park Board was briefed and provided input on the project design using the input from the previous sessions.
- In May 2021 the Park Board was briefed on the project.
- In June 2021 the Park Board and Staff held an open house for the 20th Street Park Design that included a live poll on uses and designs.
- In July 2021 the Park Board was updated on the project and public outreach.
- In December 2021 staff mailed a notice to homeowners within the Quail Court and Willowood Division 2 neighborhoods outlining the city's intent to acquire an easement on the open space parcels for the construction of the trail along with a copy of the appraisal and an early action incentive to sign the easement. Two homeowners signed the easement from the Willowood Division 2 neighborhood and seven homeowners signed from the Quail Court neighborhood.
- In February 2022 all homeowners that didn't sign the easement were certified mailed the notice of intent to condemn from the city. On February 22, 2022 and March 1, 2022 the Everett Herald published the notice in the legal section of the newspaper.

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

Section 1. Need for Property - Public Use. The public health, safety, and welfare will be benefited by the construction and operation of the westside trail and associated appurtenances and other improvements in order to meet the following needs and implement certain comprehensive plan policies as follows:

- The 20th Street Ballfields satisfies the city's level of service for a Neighborhood level park in the southwest part of the city.
- The Westside Trail was identified in the Trails Master Plan as an important non-motorized link for the western part of the city.
- The proposed park development is consistent with the identified Needs Assessment for property acquisition within the powerline corridor and site development of the ballfields and trail. This project is a planned and funded capital improvement project in the Park Plan and Capital Facilities Plan.
- The proposed amenities meet community preference for providing opportunities for

athletic fields, play areas, picnicking and walking trails while protecting critical areas and open spaces.

- The proposed park development is consistent with several goals and policies of the Park Plan including:
 - GOAL 5.1 Provide a high-quality, diversified parks, recreation and open space system that provides recreational and cultural opportunities for all ages and interest groups
 - Policy 5.1.1 Provide a system of multi-purpose neighborhood and community parks, throughout the community ...
 - Policy 5.1.2 Provide a park, recreation and open space system with activities for all age groups and abilities, equally distributed throughout the community, with an emphasis on youth-oriented activities.
 - 5.1.3 Provide a balanced mix of active recreational facilities including but not limited to court and field activities, skateboard/BMX areas, and multi-use trails and passive recreation facilities, including but not limited to, hiking/walking, shoreline access and picnicking accessible to the largest number of participants.
 - GOAL 5.2 Provide an interconnected system of high-quality, accessible trails and greenway corridors that offer diverse, healthy outdoor experiences within a variety of landscapes and natural habitats, public facilities, local neighborhoods, business districts and regional trails.
 - Policy 5.2.1 Provide a comprehensive network of multi-use trails for pedestrians, bicycles and skating using alignments along the public rights-of-way, through public landholdings as well as across cooperating private properties, which link residential neighborhoods to community facilities, parks, special use areas, commercial areas and the waterfront that meets the following level of service: one trail within one mile of residential areas. Implement Master Trail Plan as adopted.
 - Policy 5.2.4 Establish a north/south trail under the power lines as identified in the Lake Stevens Center and 20th Street SE Corridor subarea plans.

A permanent easement shall be obtained, appropriated, taken, and damaged over, under, in, along, across, and upon TRACT 998 of Willowood Division 2 Subdivision and TRACT 997 of Quail Court Subdivision in the City of Lake Stevens ("TRACTS") in order to construct such public use improvements as provided in this ordinance.

Section 2. Declaration of Necessity. The City Council of the City of Lake Stevens, after hearing the report from the City Administration and reviewing the planned improvements, hereby declares that the city's condemnation and taking of a permanent easement in those portions of said TRACTS of real property described in Section 3 of this ordinance for the purposes of the construction and operation of the "westside trail" is of necessity.

Section 3. Condemnation. A permanent easement in those portions of real property described as TRACT 998 of Willowood Division 2 Subdivision and TRACT 997 of Quail Court Subdivision in the City of Lake Stevens, Snohomish County, State of Washington as described in the recitals and sections above, and shown in the images on Exhibits A and B attached hereto, free from any and all liens and encumbrances, is hereby condemned, appropriated, taken, and damaged for the purpose of constructing the improvements described in the above recitals and Sections. Condemnation and taking of the property interests is subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

Section 4. Authority of City Attorneys. The City Attorneys are hereby authorized and directed to begin and prosecute the proceedings provided by law to condemn, take, and appropriate the interests necessary to carry out the provisions of this ordinance. For the purpose of minimizing damages, the City Attorneys, in consultation with the Mayor, and Administrative Staff, are hereby further authorized to stipulate as to the use of the property hereby authorized to be condemned and appropriated, and as to the reservation of any right of use of the owner or any person entitled to possession of the property, provided that such reservation does not interfere with the use of said property as provided in this ordinance. The attorneys are further authorized, upon such consultation, to adjust the location and/or width of any portion of any of the property so taken in order to minimize damages, provided that said adjustments do not interfere with the use of said property by the City as provided in this ordinance. The attorneys are further authorized to identify and adjust the location and/or width of any temporary construction easements determined necessary by the City and its consultants for the construction of the improvements upon the property taken by condemnation.

Section 5. Source of Funds. The entire cost of the property acquisition authorized by this ordinance, including all costs and expenses of condemnation proceedings, shall be paid from available funds as may be appropriate under the circumstances.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication.

**ADOPTED BY THE CITY COUNCIL AND SIGNED IN AUTHENTICATION OF ITS
PASSAGE THIS 8th DAY OF March, 2022.**

BRETT GAILEY, MAYOR

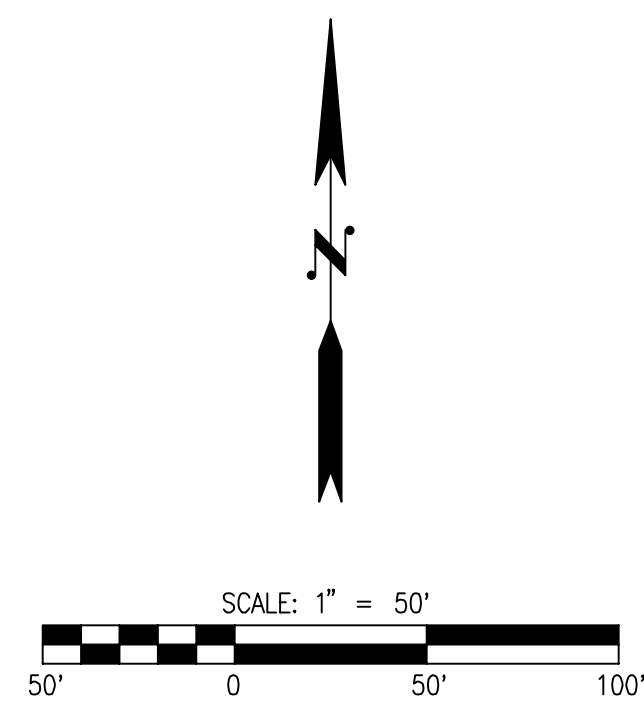
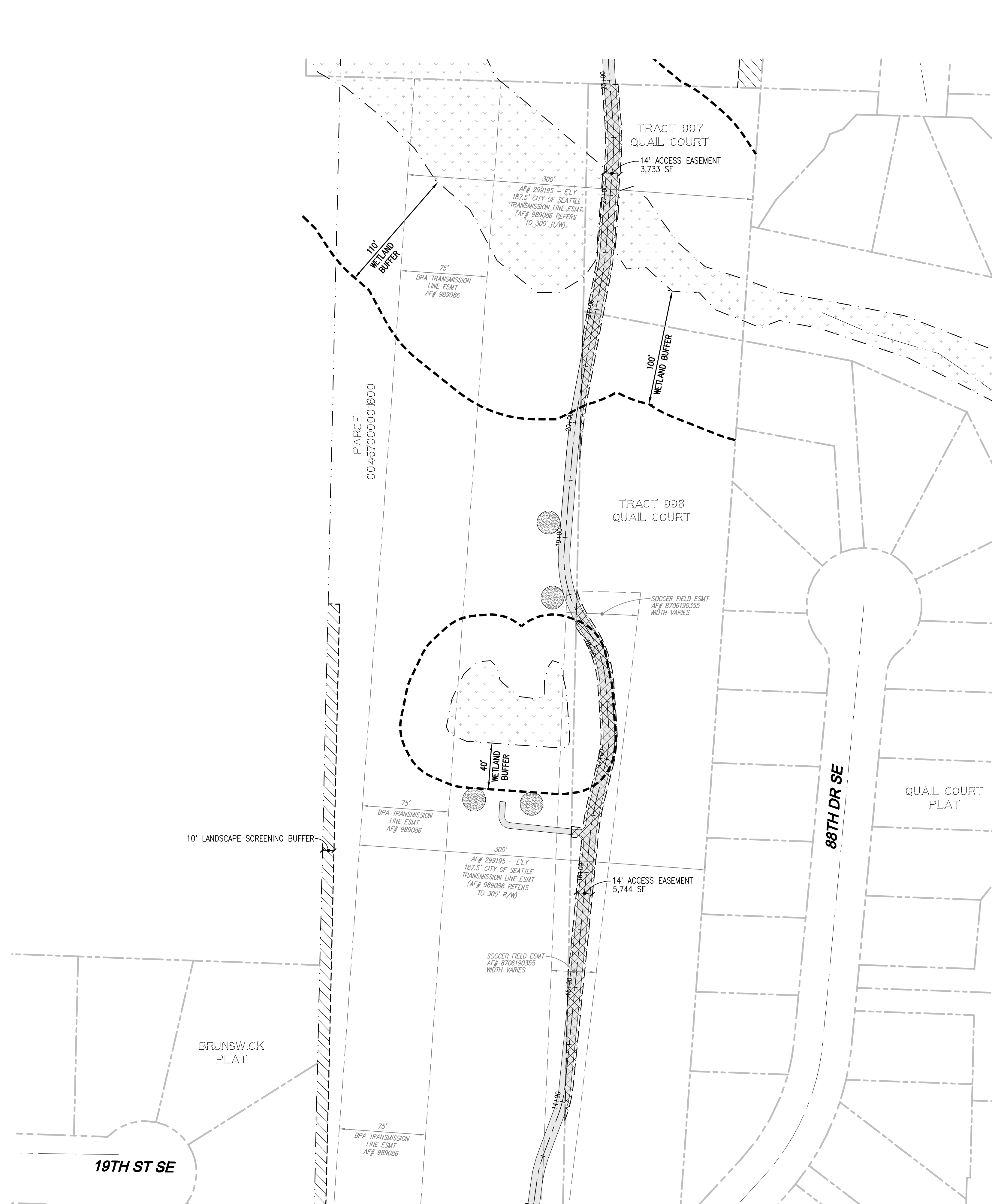
ATTEST/AUTHENTICATED:

KELLY CHELIN, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Greg A. Rubstello
City Attorney

PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 1135



LDC | Surveying
Engineering
Planning

Woodinville
12020 142nd Avenue NE
Woodinville, WA 98072
T 425.800.1869 www.LDCcorp.com

Kent
1851 Central Pl S, #101
Kent, WA 98030
F 425.482.2893

[illegible]

CITY OF LAKE STEVENS
POWERLINE TRAIL
QUAIL COURT EASEMENT EXHIBIT

JOB NUMBER:	C21-143
DRAWING NAME:	C21143E-EX05
DESIGNER:	DCS
DRAFTING BY:	B.J.N.
DATE:	6-14-21
SCALE:	1"=50'
JURISDICTION:	LAKE STEVENS

EX-01

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/8/2022

Subject: Accept 10 Percent Fagerlie Annexation Petition and Authorize 60 Percent Petition Circulation

Contact Person/Department: David Levitan, Community Development

Budget Impact: None. The area would be subject to city property taxes and other fees upon annexation.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Accept the 10 percent annexation petition and authorize the circulation of the 60 percent petition for the Fagerlie Annexation pursuant to Resolution 2022-01 (Attachment 1). Further recommend that the city require the simultaneous adoption of land use and zoning designations and require the assumption of all existing City indebtedness.

SUMMARY/BACKGROUND:

The unincorporated Lake Stevens Urban Growth Area (UGA) has approximately 300 acres remaining, the majority of which is located south of 20th St SE between 107th Ave SE and 123rd Ave SE. This is an area that the City Council opted not to include as part of the Southeast Interlocal Annexation, but in which the city will continue to consider direct petitions for annexation from property owners. The existing county zoning is R-7200 (minimum lot size of 7,200 sf per unit), although more recent PRD subdivisions have smaller lot sizes. As part of the 2019 Comprehensive Plan docket, the city assigned a Comprehensive Plan land use pre-designation of Medium Density Residential (MDR) and zoning pre-designation of R6 to most of the area, with the exception being a few parcels along either side of 20th St SE near 123rd Ave SE that were assigned a Local Commercial (LC) land use pre-designation and Local Business (LB) zoning pre-designation. The 2020 Comprehensive Plan docket changed the pre-designations for four parcels on the north side of 20th St SE from LC/LB to MDR/R6 to

allow for the Southeast Interlocal Annexation.

On February 22, 2022, the city received an annexation petition signed by the property owners representing more than 10 percent of the assessed value for the four parcels (three properties) and adjacent Williams Road right-of-way known as the Fagerlie Annexation area (Attachment 1, Exhibit A). The area is approximately 13.8 acres and the petitioners own 100 percent of the land value within the area (Attachment 1, Exhibit B). The western property includes an existing construction business, while the other two properties are residential in nature. An aerial image (Attachment 2) shows several large subdivisions (Hawksbeard and Pasadera Heights) directly to the west developed between 2008 and 2019 with lot sizes between 3,000 sf and 5,500 sf.

All three properties in the proposed annexation area have an existing county zoning of R-7200. The two properties west of Williams Rd have a city land use pre-designation of LC and zoning pre-designation of LB while the property east of Williams Rd has a land use pre-designation of MDR and zoning pre-designation of R6 (Attachment 3). The petitioners have requested that the Comprehensive Plan land use designation for the three properties be changed to High Density Residential (HDR) and that the zoning designation be changed to R8-12. R8-12 is an implementing zoning district for both the HDR and MDR land use designations, so either HDR or MDR would be an option.

Staff is recommending that the City Council adopt Resolution 22-01, which would accept the 10 percent petition and circulate a 60 percent petition for the annexation, which would require the City Council to identify and assign land use and zoning designations (if they differ from the existing pre-designations) and require the assumption of all existing City indebtedness. Before doing so, staff would like direction on the following topics:

1. Should city staff explore expanding the boundaries of the annexation area to include additional properties? City staff has not reached out to any additional property owners, and to utilize the 60 Percent Petition (Direct Petition) method property owners representing 60% of the assessed value of an expanded area would need to sign the petition.
2. Are councilmembers comfortable with the requested Land Use designation of HDR and zoning designation of R8-12? To change the zoning and land use designations, the applicant would need to prepare a SEPA checklist and provide supporting documentation such as a targeted traffic impact analysis and assessment of the city's future housing and employment needs.

The applicant's cover letter in Attachment 1, Exhibit A provides some background on why they don't believe the existing zoning and land use designations are appropriate

for the site. As noted above, the parcels across the street on the north side of 20th St SE were changed from commercial land use and zoning pre-designations to residential pre-designations in 2020 to allow for the Southeast Interlocal Annexation. The PRD subdivisions immediately to the west of the proposed annexation area are developed at densities closer to the city's R8-12 zoning district than the R6 pre-designation that covers most of the area. The recently adopted 2021 Buildable Lands Report also shows limited employment capacity in this area.

City staff has discussed the proposal with the applicants' representatives and noted its belief that the northern portion of the proposed annexation area (along 20th St SE) would be well served by a wider variety of middle housing types such as townhomes. The city has the authority to require the inclusion of such housing types as part of an annexation agreement.

APPLICABLE CITY POLICIES:

Comprehensive Plan Goal 2.9 ("Promote annexation of lands into the city in a manner that is fiscally responsible...") and underlying policies.

ATTACHMENTS:

1. Attachment 1 - Resolution 2022-01
2. Attachment 2 - Aerial Image
3. Attachment 3 - Zoning Map

RESOLUTION 2022-01

A RESOLUTION OF THE LAKE STEVENS CITY COUNCIL ACKNOWLEDGING THE RECEIPT OF A LETTER OF INTENT TO PROCEED WITH A PROPOSED ANNEXATION TO THE CITY PURSUANT TO RCW 35A.14.120; APPROVING ZONING AND COMPREHENSIVE PLAN DESIGNATIONS UPON ANNEXATION; REQUIRING ASSUMPTION OF CITY INDEBTEDNESS; AND AUTHORIZING THE CIRCULATION OF 60 PERCENT ANNEXATION PETITIONS.

WHEREAS, the City of Lake Stevens and Snohomish County entered into an updated Interlocal Agreement related to Annexation and Urban Development in the Lake Stevens Urban Growth Area (UGA), recorded under Auditors File No. 200511100706 on November 10, 2005; and

WHEREAS, the City of Lake Stevens has adopted an Annexation Plan under Resolution 2016-021 that provides an annexation strategy for the Lake Stevens UGA; and

WHEREAS, a notice from property owners signifying their intention to commence annexation proceedings pursuant to RCW 35A.14.120 has been filed with the City (Exhibit A), which includes a list of all tax parcel numbers and owners within the proposed annexation area. A map of the proposed annexation area is shown in Exhibit B, along with a legal description. The area is contiguous with existing City limits, lies within an unincorporated portion of the city's UGA, and may generally be described as approximately thirteen (13) acres bounded on the north by 20th St SE, on the east by 123rd Ave SE, on the south by Williams Road and 121st Ave SE, and on the west by the Pasadera Heights subdivision; and

WHEREAS, pursuant to RCW 35A.14.120, the signed property owner letter represents more than ten (10) percent of the current total assessed value of all parcels in the proposed annexation area; and

WHEREAS, the petitioners have requested land use and zoning designations which differ from the UGA predesignations established by Ordinances 1073 and 1074; and

WHEREAS, the City of Lake Stevens City Council has determined that the area will be liable for any of the outstanding indebtedness of the City of Lake Stevens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1. The Lake Stevens City Council approves in principle the initiation of annexation proceedings pursuant to RCW 35A.14.120 for the area described in Exhibits A and B and authorizes the circulation of 60% petitions for annexation within the area in accordance with the requirements of RCW 35A.14.120.

Section 2. The area described in Exhibits A and B, if annexed, shall be required to assume its proportionate share of the general indebtedness of the City of Lake Stevens at the time of the effective date of such annexation.

Section 3. The area described in Exhibits A and B, if annexed, shall receive Comprehensive Plan land use and Zoning Map designations upon annexation, which shall be determined in the resolution accepting the 60% petition for annexation and providing notice of intent to annex to the Snohomish County Review Board.

PASSED by the City Council of the City of Lake Stevens this 8th day of March 2022.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

EXHIBIT A



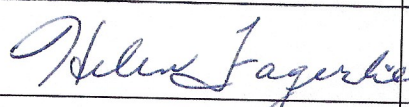
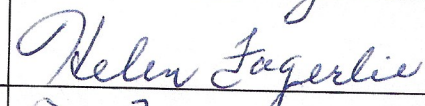
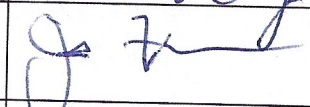
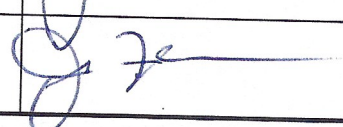
10% PETITION FOR ANNEXATION OF FAGERLIE AREA

DECLARATION

1. We, the undersigned, are owners of real property lying outside of the corporate limits of the city of Lake Stevens, Washington, but contiguous thereto and designated as part of the Lake Stevens Urban Growth Area.
2. We, the undersigned, representing in excess of 10% of the total assessed value of the area formed by our property and that between and abutting the City of Lake Stevens; do hereby declare our intention to circulate a petition for annexation to the City of Lake Stevens, Washington under the direct petition method for the area attached hereto as Exhibit A. It is acknowledged that this petition may consist of multiple documents filed separately.
3. The undersigned petitioners within the area depicted on Exhibit A (map) and described in Exhibit B (legal description) petition the City Council of the City of Lake Stevens to annex this property subject to the following conditions:
 - The area shall be responsible for assumption of a proportionate share of the City's bonded indebtedness.
 - The property shall be annexed with a future land use designation of Medium Density Residential (MDR) and zoning of R8-12, which differs from the intended designation of Local Commercial and zoning of Local Business.

AUTHORIZATION

Printed names and signatures of all persons having an interest in real property in the area formed by their property and that between and abutting the City of Lake Stevens whose consent is required by virtue of such interest to authorize the filing of this notice area hereto attached.

Name of Property Owner (Print Clearly)	Signature of Property Owner	Date Signed	Property Address or Assessors Parcel Number	Acres
HELEN FAGERLIE		1/24/2022	29062900200102	3.24
HELEN FAGERLIE		1/24/2022	29062900200100	3.24
JAMES AND CAROL FAGERLIE		1/24/2022	29062900200300	4.47
JAMES FAGERLIE		1/24/2022	00909500002800	4.95

NOTE: EACH SIGNATURE PAGE MUST CONTAIN THE DECLARATION AND CONDITIONS SO DESCRIBED ABOVE, AS WELL AS A COPY OF BOTH EXHIBITS ATTACHED THERETO

WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

Who can I call for more information?

Questions regarding annexation, land use or zoning? Contact the Planning and Community Development at (425) 212-3315.



January 26, 2022

Russ Wright
Community Development Director
1812 Main Street
Lake Stevens, WA, 98258

Dear Mr. Wright,

Attached please find a 10% petition for annexation of the Fagerlie property to the City of Lake Stevens. The proposed annexation boundary is approximately 16 acres located along the southern frontage of 20th Street SE where it turns into Williams Road.

As stated in the 10% Petition, the undersigned Petitioners request that the City condition the 60% petition to require simultaneous adoption of a comprehensive plan land use designation (HUR) and zoning (R8-12) and assumption of its portion of the city's indebtedness in accordance with RCW 35A.14.120.

Specifically, Petitioners request that the annexation apply a comprehensive plan land use designation of HUR and zoning as R8-12 because the present local commercial land use designation and local business zone are not viable in this location. We ask the City to consider the following:

- Development options for the Fagerlie property are limited due to the topography of the site, adjacent critical areas, location of the Everett water line easement, logical street connections, design of sewer and stormwater infrastructure, etc.
- Higher density residential development is allowed under the Local Business zone as multifamily apartments over retail/office type uses. Petitioners do not believe there is a market for retail and office uses in this location at the eastern edge of the UGA. Further, the site would not make a good location for a gas station, bank (most in Frontier Village are closed or closing), a hotel/motel (too small of a site), car wash, automotive repair, equipment rental business, personal/self-storage, restaurant, etc. – all of which are permitted or conditional uses in the Local Business zone. And the cost to develop small office facilities (less than 4,000 square feet in size or retail less than 10,000 square feet is not practical for those uses. Lastly, minimal retail and office development would likely generate very little sales tax revenue and employ only a few low paying jobs.
- The R8-12 zone would provide a comparable density to that allowed in the Local Business zone while providing flexibility to create missing middle housing options, including townhomes and traditional higher-density single family.

Attached please find the following documents as required to initiate a direct petition method annexation:

1. A signed 10% petition from the property owners
2. A map of the proposed annexation area
3. The legal description of the property

We look forward to working with the city on this, and if you have any questions, please feel free to reach out.

Thank you!

Peter Condyles
Project Manager

EXHIBIT B



PCS 21-2510



ANNEXATION DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON,

DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH $2^{\circ}22'30''$ WEST ALONG THE EAST LINE OF SAID SUBDIVISION 30.00 FEET TO A POINT ON THE SOUTH MARGIN OF 20TH STREET SOUTHEAST (HEWITT AVENUE) ALSO THE **POINT OF BEGINNING**;

THENCE CONTINUEING SOUTH $2^{\circ}22'30''$ WEST ALONG THE EAST LINE OF SAID SUBDIVISION 614.37 FEET TO A POINT ON THE SOUTH MARGIN OF WILLIAMS ROAD AS DESCRIBED IN A DEED RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 1829367;

THENCE NORTH $79^{\circ}10'22''$ WEST ALONG SAID MARGIN OF WILLIAMS ROAD A DISTANCE OF 38.91 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST WITH A CENTRAL ANGLE OF $58^{\circ}36'36''$ AND A RADIUS OF 380.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 388.72 FEET;

THENCE SOUTH $02^{\circ}21'24''$ WEST A DISTANCE OF 233.72 FEET;

THENCE NORTH $87^{\circ}52'48''$ WEST A DISTANCE OF 332.52 FEET;

THENCE SOUTH $02^{\circ}20'18''$ WEST A DISTANCE OF 32.01 FEET;

THENCE NORTH $88^{\circ}11'33''$ WEST A DISTANCE OF 332.52 FEET;

THENCE NORTH $02^{\circ}19'13''$ EAST A DISTANCE OF 652.48 FEET TO A POINT ON THE SOUTH MARGIN OF 20TH STREET SOUTHEAST (HEWITT AVENUE);

THENCE SOUTH $87^{\circ}33'42''$ EAST ALONG SAID MARGIN OF 20TH STREET SOUTHEAST (HEWITT AVENUE) A DISTANCE OF 998.13 FEET TO THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINING APPROXIMATELY 602,615 SF (13.83 ACRES).



20th St SE

20th St SE

Williams Rd

21st Pl SE

119th Ave SE

22nd St SE

Dr SE

116th Dr SE

117th Ave SE

118th Ave SE

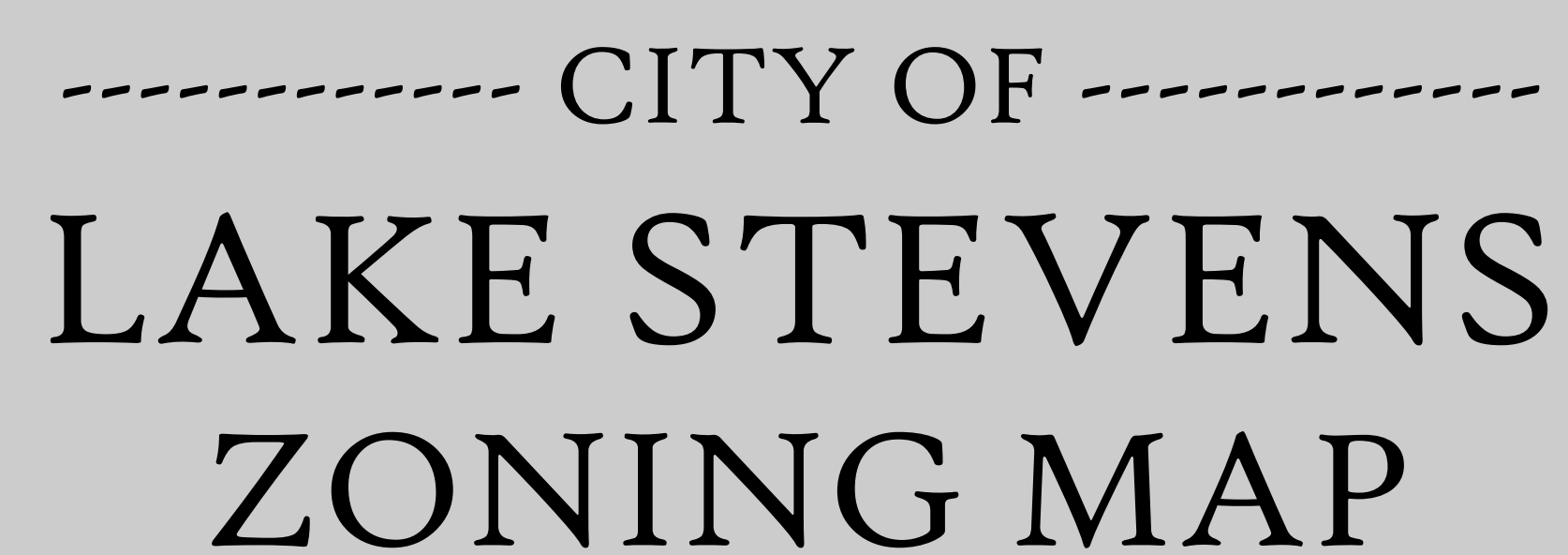
119th Dr SE

121st Ave SE

122nd Dr SE

122nd Dr SE

123rd Ave SE



Boundary

Parcels

Right-of-Way

Subarea Boundaries

Features

0 55 110 220 Feet

Updated via:
Ordinance No. 1106

