

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 22, 2022 - 6:00 PM

HYBRID CITY COUNCIL MEETING with two ways to participate:
In Person at The Mill, Sawyers Room, 1808 Main Street, Lake Stevens OR
or virtually join the Zoom Meeting: . <https://us02web.zoom.us/j/86700619677>
or call in at (253) 215-8782 Meeting ID: 867 0061 9677

1. **Call to Order** Mayor
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Citizen Comments**
6. **Council Business** Council President
7. **Mayor's Business**
8. **Guest Business**
 - A. Lake Stevens Community Resource Center Tina Mandella and Lynsey Gagnon, VOA
9. **City Department Report**
 - A. Introduce Chris Jones, the City's new Public Works Storm Supervisor Aaron Halverson
10. **Consent Agenda**
 - A. Vouchers Barb Stevens
 - B. Interlocal Government Agreement Between the City of Everett, Snohomish County and the Cities of Snohomish and King Counties for In-Service Training Sessions Jeffrey Beazizo
 - C. Professional Services Agreement for Parks & Recreation Director Recruitment Anya Warrington, Gene Brazel

- D. SR9/SR204 RAB Gateway Sign Base Construction Agreement with WSDOT Ryan Wietholter
- E. Revised Distribution of Vessel Registration Fee Agreement Jeffrey Beazizo
- 11. Public Hearing**
 - A. Ratification of 2022 Comprehensive Plan Docket David Levitan
- 12. Discussion Items**
 - A. Lakeview Flats Development Agreement (LUA2022-0036) Russ Wright
- 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.

STORIES OF HOPE

	Total participants served	3,055
	Total households served	1,216
	Calls fielded	3,739
	Direct assistance disbursed	\$2,092,200.40

ASSISTANCE DISTRIBUTION

Housing	\$2,032,647.50
Utilities	\$41,272.85
Food	\$1,370
Transportation	\$8,270.13
Healthcare	\$702.92
Childcare	\$522.79
Other	\$4,480

In November, we met a wonderful family of 5 with a baby on the way. They reached out for help with diapers and basic needs. We were able to utilize our on-site supply closet including newborn clothes and children's books, thanks to our partnership with Friends of the Library and Lake Stevens City Councilwoman Mary Dickinson. After mom gave birth to a healthy boy, her husband missed work to care for his family. We were able to bless them with food vouchers and connected them to WIC to help further their food security. Early Head Start and ECEAP will provide direct service through weekly home visits and twice-monthly classroom experiences for their young children. This will also provide the family with resources to help manage their household effectively. We will continue to engage this family and look forward to following their growth.

A former client was pleasantly surprised to hear that the LSCRC has returned to the area. Previously, this client had a full-time care provider and was on strong pain medication from her doctor. She was unable to care for herself but truly wanted to be self-sufficient. Generational poverty, addiction, depression, and low self-esteem are just a few of the barriers she faced daily. When she arrived at LSCRC in March to share an update, she arrived without a care provider, could walk without a cane, and her speech was not slurred! The transformation was awe-inspiring. Looking for work, she needed help creating a resume, and after numerous applications, she is now employed with Safeway. LSCRC was able to help her get clothing for her new job and assisted with a food voucher for her family until benefits arrived. In addition, she has a child struggling with gender dysphoria, so we were able to guide her to support groups for parents and children. As she and her family continue to grow, the LSCRC will be there to provide support and guidance.

LSCRC and the embedded social worker team with the Lake Stevens Police Department were jointly able to provide hope to one of our community members. This client had been on the streets a few years, working in fast food to keep up with financial obligations and provide for themselves. Struggling with substance use disorder, the client has been unable to find a clear path to recovery. LSCRC has been assisting the client in a journey towards a better future, and they are now at the Snohomish County Diversion Center where they will be assigned a case manager who will guide them through the process to address their needs. LSCRC brings trust, honesty, human connection, and compassion to the people we serve. With the partnership between LSCRC and the embedded social worker team, we will continue to bring change to our most vulnerable.



Lake Stevens Community Resource Center

*Update to Lake Stevens City Council
March 22nd, 2022*

Tina Mandella
Lynsey Gagnon



What VOAWW does...

Mission: To serve people and communities in need and create opportunities for people to experience the joy of serving others.

VOAWW is a multifaceted agency aimed at creating safe, stable and healthy communities.

We have 8 different areas of service:

- Hunger Prevention
- Disability Services
- Behavioral Health
- Dispute Resolution Center
- Early Childhood Education & Assistance Program (ECEAP)
- Housing Services, Maud's House
- Carl Gipson Senior Center
- Community Resource Centers (Sultan, Lake Stevens, Arlington)

Community Resource Centers are...

- One-stop-shop hubs for families and individuals in crisis and/or struggling to meet basic needs
- Provide a wide range of services and support:
 - Emergency food
 - Hygiene items, clothing
 - Diapers, wipes, formula
 - Case management
 - Assistance with employment opportunities, job referrals
 - Housing assistance – rental, utilities (*when funding available*)
 - Application assistance (DSHS, healthcare, housing,

Lake Stevens Community Resource Center

- Opened January 2021
- Inside the Lake Church, 9015 Vernon Rd.
- Mondays through Thursdays, 9am-4pm
- Served over 3,000 participants, comprising over 1,200 households in 2021
- Offers a safe place to seek help and resources during times of need
- Provides a wide range of support: from basic needs items to help with utilities, from help filling out an application for benefits or a job, to rental assistance and much more.

Lake Stevens Community Resource Center

- We are seeing a growing number of families and individuals reach out to us that report never have used social services before
- While housing costs (including other expenses) continue to rise, average incomes have stayed stagnant
- More households are experiencing hardship, the COVID cliff is on the horizon and preventive support through CRCs are needed more than ever before
- For every \$1 spent on CRCs, there is a savings of \$4.93 (*National Family Support Network*)

How to reach us...

Lake Stevens Community Resource Center

Site Director - Tina Mandella

425-405-2252; tmandella@voaww.org

Executive Director, Community Resource
Centers

Lynsey Gagnon

360-793-2400 ext 1408; lgagnon@voaww.org

THANK YOU!

BLANKET VOUCHER APPROVAL
2022

Payroll Direct Deposits	3/10/2022	\$279,279.44
Payroll Checks	55268	\$2,003.48
Electronic Funds Transfers	ACH	\$352,668.60
Claims	55269-55390	\$488,492.78
Void Checks	52841, 54449, 54605	(\$5,939.77)
Total Vouchers Approved:		\$1,116,504.53

This 22nd 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 22, 2022



City expenditures by type for this voucher packet		
Personnel Costs	\$ 281,283	25%
Payroll Federal Taxes	\$ 100,672	9%
Retirement Benefits - Employer	\$ 59,976	5%
Medical Benefits - Employer	\$ 175,885	16%
Other Employer Paid Benefits	\$ 6,399	1%
Employee Paid Benefits	\$ 20,939	2%
Supplies	\$ 39,429	4%
Professional Services	\$ 189,144	17%
Refunds	\$ 1,500	0%
Capital *	\$ 247,218	22%
Void Checks	\$ (5,940)	-1%
Total	\$ 1,116,505	100%

Large Purchases

- * 2022 Ford Maverick PW87 - \$26,368
- * 2022 Ford Maverick PW84 - \$26,368
- * 2022 Ford Maverick PW85 - \$26,368
- * 2022 Ford Maverick PW86 - \$26,368
- * Panasonic Toughbooks (3) - \$11,638
- * 91st Ave SE Ext/Water Line Relocation - \$104,640
- * Tiger Dams & Supplies - \$13,369

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 03/03/2022 - 03/16/2022

Total for Period
\$841,161.38

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
4imprint Inc	22500003	001 005 518 10 41 01	HR - Advertising/Marketing	Customer Snap Wire Cord Organizer with Keyring	55279	\$321.60
					55279 Total	\$321.60
A Worksafe Service Inc	317069	101 016 542 30 41 02	ST-Professional Service	Drug Tests	55280	\$27.50
A Worksafe Service Inc	317069	410 016 531 10 41 01	SW - Professional Services	Drug Tests	55280	\$27.50
					55280 Total	\$55.00
Ace Hardware	72607	001 010 576 80 31 00	PK-Operating Costs	Adhesive	55281	\$9.80
Ace Hardware	72682	001 010 576 80 31 00	PK-Operating Costs	Fasteners	55281	\$0.76
Ace Hardware	72793	001 010 576 80 31 00	PK-Operating Costs	Rectangle Steel Flat Box Cover	55281	\$2.77
Ace Hardware	72795	001 010 576 80 31 00	PK-Operating Costs	Paintbrush/Rubber Contact Cement/Moisture Absorber	55281	\$31.14
Ace Hardware	72802	101 016 544 90 31 02	ST-Operating Cost	Cushioned Glide/Apartment Hangers/Screws	55281	\$35.93
Ace Hardware	72846	101 016 544 90 31 02	ST-Operating Cost	Paint Roller/Wood Stain/Paint Brush Foam	55281	\$20.87
Ace Hardware	72855	101 016 544 90 31 02	ST-Operating Cost	Roller Cover/Picture Hanger/Wood Glue	55281	\$16.32
Ace Hardware	72885	001 010 576 80 31 00	PK-Operating Costs	Fasteners	55281	\$8.90
Ace Hardware	72885	101 016 544 90 31 02	ST-Operating Cost	Fasteners	55281	\$8.91
Ace Hardware	72885	410 016 531 10 31 02	SW - Operating Costs	Fasteners	55281	\$8.91
Ace Hardware	72910	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels/Trash Bags/Hand Soap/Towel Dispenser	55281	\$313.78
Ace Hardware	73008	001 006 518 80 31 00	IT-Office Supplies	Cord Cover Kit/Outlet Box/Wall Plates	55281	\$43.50
Ace Hardware	73014	001 006 518 80 31 00	IT-Office Supplies	Outlet Box/Wall Plates Return	55281	-\$24.98
					55281 Total	\$476.61
AFLAC	217768	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	0	\$1,094.62
					0 Total	\$1,094.62
Alexander Printing Co Inc	71754	101 016 544 90 31 01	ST-Office Supplies	Business Cards - Clifton	55282	\$14.95
Alexander Printing Co Inc	71754	410 016 531 10 31 01	SW - Office Supplies	Business Cards - Clifton	55282	\$14.95
Alexander Printing Co Inc	71754	001 004 514 23 31 00	FI-Office Supplies	Business Cards - Rowe	55282	\$44.83
Alexander Printing Co Inc	71754	001 010 576 80 31 00	PK-Operating Costs	Business Cards - Young/Clifton	55282	\$59.78
					55282 Total	\$134.51
All Battery Sales and Service	300-10095172	001 010 576 80 31 00	PK-Operating Costs	Wiper Blades	55283	\$51.23
All Battery Sales and Service	300-10095172	101 016 544 90 31 02	ST-Operating Cost	Wiper Blades	55283	\$51.22
All Battery Sales and Service	300-10095172	410 016 531 10 31 02	SW - Operating Costs	Wiper Blades	55283	\$51.22
All Battery Sales and Service	300-10097679	001 010 576 80 31 00	PK-Operating Costs	Rocker Switch/LED Lights	55283	\$109.78
All Battery Sales and Service	300-10097679	101 016 544 90 31 02	ST-Operating Cost	Rocker Switch/LED Lights	55283	\$109.78
All Battery Sales and Service	300-10097679	410 016 531 10 31 02	SW - Operating Costs	Rocker Switch/LED Lights	55283	\$109.77
					55283 Total	\$483.00
Amazon Capital Services	13TW-YDXL-6DTN	001 008 521 21 31 00	LE-Boating Minor Equipment	Trailer Hitches Tow & Stow Credit	55284	-\$271.41
Amazon Capital Services	14KR-Y6DL-7QJY	001 008 521 21 31 00	LE-Boating Minor Equipment	Trailer Hitches Tow & Stow/Hitch Lock	55284	\$299.64
Amazon Capital Services	1FN3-H74W-K6K4	001 008 521 20 31 00	LE-Office Supplies	Rotating Desk Stand	55284	\$47.12
Amazon Capital Services	1KJ9-JXQJ-FKDW	001 008 521 21 31 00	LE-Boating Minor Equipment	Trailer Hitch Locks	55284	\$28.23
Amazon Capital Services	1MKW-NP6P-FMM7	001 008 521 21 31 00	LE-Boating Minor Equipment	Trailer Hitches	55284	\$271.41
Amazon Capital Services	1VV7-DC7V-HMMP	001 008 521 21 31 00	LE-Boating Minor Equipment	Hitch Lock Credit	55284	-\$28.23
Amazon Capital Services	1YVT-QMPY-R64F	001 008 521 50 30 02	LE-Fleet Minor Equipment	Ratchet Tie Down Straps/Pick N Pluck Foam Set	55284	\$91.72
					55284 Total	\$438.48
Amazon Capital Services	11G3-XH1P-DP4V	001 010 576 80 31 00	PK-Operating Costs	Soft Cover Notebooks	55285	\$18.43
Amazon Capital Services	11G3-XH1P-DP4V	101 016 544 90 31 02	ST-Operating Cost	Soft Cover Notebooks	55285	\$18.43
Amazon Capital Services	11G3-XH1P-DP4V	410 016 531 10 31 02	SW - Operating Costs	Soft Cover Notebooks	55285	\$18.43
Amazon Capital Services	16FK-FRTK-VQV3	410 016 531 10 31 01	SW - Office Supplies	Flash Drive	55285	\$14.69

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1C1C-HJ9F-H46D	001 007 558 50 31 00	PL-Office Supplies	Aluminium Hangers	55285	\$24.84
Amazon Capital Services	1C3H-1LW4-3WTC	001 006 518 80 31 00	IT-Office Supplies	Mounting Bracket/HDMI Cables/Adapter	55285	\$82.26
Amazon Capital Services	1F1W-K1JH-6WL7	001 010 576 80 31 00	PK-Operating Costs	Memory Foam Lumbar Support Pillor	55285	\$10.52
Amazon Capital Services	1F1W-K1JH-6WL7	101 016 544 90 31 02	ST-Operating Cost	Memory Foam Lumbar Support Pillor	55285	\$10.52
Amazon Capital Services	1F1W-K1JH-6WL7	410 016 531 10 31 02	SW - Operating Costs	Memory Foam Lumbar Support Pillor	55285	\$10.52
Amazon Capital Services	1KJ9-JXQJ-GMJG	410 016 531 10 31 01	SW - Office Supplies	Keyboard/Mouse	55285	\$55.35
Amazon Capital Services	1LPH-QG1N-C96C	001 010 576 80 31 00	PK-Operating Costs	Keyboard/Mouse Combo	55285	\$42.87
Amazon Capital Services	1LPH-QG1N-C96C	101 016 544 90 31 01	ST-Office Supplies	Keyboard/Mouse Combo	55285	\$42.87
Amazon Capital Services	1LPH-QG1N-C96C	410 016 531 10 31 01	SW - Office Supplies	Keyboard/Mouse Combo	55285	\$42.87
Amazon Capital Services	1MLL-WHT3-JCD6	001 010 576 80 31 00	PK-Operating Costs	Network Cables	55285	\$9.86
Amazon Capital Services	1MLL-WHT3-JCD6	101 016 544 90 31 02	ST-Operating Cost	Network Cables	55285	\$9.87
Amazon Capital Services	1MLL-WHT3-JCD6	410 016 531 10 31 02	SW - Operating Costs	Network Cables	55285	\$9.87
Amazon Capital Services	1X7X-TJND-JWP1	001 013 518 20 31 00	GG-Operating Costs	Fridge Water Filters	55285	\$39.23
Amazon Capital Services	1Y94-J4KR-TDDC	001 010 576 80 31 00	PK-Operating Costs	Batteries	55285	\$30.60
Amazon Capital Services	1Y94-J4KR-TDDC	101 016 544 90 31 02	ST-Operating Cost	Batteries	55285	\$30.59
Amazon Capital Services	1Y94-J4KR-TDDC	410 016 531 10 31 02	SW - Operating Costs	Batteries	55285	\$30.59
Amazon Capital Services	1YCT-G9MM-3TL1	001 010 576 80 31 00	PK-Operating Costs	Thermostat Guard	55285	\$16.28
Amazon Capital Services	1YCT-G9MM-3TL1	101 016 544 90 31 02	ST-Operating Cost	Thermostat Guard	55285	\$16.28
Amazon Capital Services	1YCT-G9MM-3TL1	410 016 531 10 31 02	SW - Operating Costs	Thermostat Guard	55285	\$16.28
					55285 Total	\$602.05
Assoc of Washington Cities	94811	001 006 518 80 41 00	IT-Professional Services	Annual AWC GIS Consortium Fees	55286	\$13,400.00
					55286 Total	\$13,400.00
Assoc of Washington Cities EFT	28595	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	0	\$170,789.28
Assoc of Washington Cities EFT	28595	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	0	-\$0.07
Assoc of Washington Cities EFT	28595	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium Ewijk	0	\$2,618.56
Assoc of Washington Cities EFT	28595	001 010 576 80 20 00	PK-Benefits	Medical Insurance Premium Fields	0	\$232.63
Assoc of Washington Cities EFT	28595	101 016 542 30 20 00	ST-Benefits	Medical Insurance Premium Fields	0	\$465.24
Assoc of Washington Cities EFT	28595	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium Fields	0	\$465.24
					0 Total	\$174,570.88
Bartlett	031322 Bartlett	001 000 382 10 00 01	The Mill - Deposit	LS22-Bartlett The Stack Rental 03/13/22 Deposit Refund	55287	\$100.00
					55287 Total	\$100.00
Bernhard	040422 BERNHARD	001 008 521 20 43 00	LE-Travel & Per Diem	Patrol Tactics Training Meal PerDiem - Bernhard	55288	\$237.00
					55288 Total	\$237.00
Bud Clary Ford Hyundai	3NS360 S360	530 016 594 48 60 00	Purchase Of Capital Equipment	2022 Ford Maverick PW87	55289	\$26,368.30
Bud Clary Ford Hyundai	3NS367 S367	530 016 594 48 60 00	Purchase Of Capital Equipment	2022 Ford Maverick PW84	55289	\$26,368.30
Bud Clary Ford Hyundai	3NS372 S372	530 016 594 48 60 00	Purchase Of Capital Equipment	2022 Ford Maverick PW85	55289	\$26,368.30
Bud Clary Ford Hyundai	3NS374 S374	530 016 594 48 60 00	Purchase Of Capital Equipment	2022 Ford Maverick PW86	55289	\$26,368.30
					55289 Total	\$105,473.20
Business Card	BARNES 0322	001 008 521 40 49 01	LE-Registration Fees	Basic Homicide Investigation Registration	55290	\$100.00
Business Card	BRAZEL 0322	001 002 513 11 43 00	AD-Travel & Meetings	Donuts for PW Recognition Event	55290	\$68.36
Business Card	BRAZEL 0322	001 002 513 11 43 00	AD-Travel & Meetings	Fuel PW41	55290	\$41.03
Business Card	BROOKS 0322	001 008 521 50 30 01	LE-Facilities Minor Equipment	8x10 Prints	55290	\$44.87
Business Card	CHELIIN 0322	001 001 511 60 49 02	Legislative - C.C.Retreat	Council Retreat Meal	55290	\$417.34
Business Card	CHELIIN 0322	001 001 511 60 49 02	Legislative - C.C.Retreat	Fruit/Muffins/Biscuits/Danishes for Council Retreat	55290	\$61.11
Business Card	CHELIIN 0322	001 001 511 60 49 02	Legislative - C.C.Retreat	Labels for Council Retreat	55290	\$11.03
Business Card	CHELIIN 0322	001 003 514 20 43 00	CC-Travel & Meetings	Parking Fees to Record Documents at Snohomish County	55290	\$3.00
Business Card	CHELIIN 0322	001 007 558 50 31 02	PL-Permit Related Op. Costs	Recording ROW Permit for Wet Rabbit	55290	\$215.50
Business Card	CHELIIN 0322	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Recording Survey 20th Ballfields Trail	55290	\$565.00
Business Card	CHELIIN 0322	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Recording Survey 20th Ballfields Trail-Overpayment Refund	55290	-\$64.00
Business Card	CHELIIN 0322	001 001 511 60 31 00	Legislative - Operating Costs	Water for Council	55290	\$5.44

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	CHELIIN 0322	001 003 514 20 49 02	CC-Staff Development	WMCA Conference Registration - Chelin	55290	\$475.00
Business Card	CHELIIN 0322	001 003 514 20 49 02	CC-Staff Development	WMCA Conference Registration - Weaver	55290	\$475.00
Business Card	CHELIIN 0322	001 003 514 20 49 02	CC-Staff Development	WMCA Conference Registration Refund - Chelin	55290	-\$50.00
Business Card	CHELIIN 0322	001 003 514 20 49 02	CC-Staff Development	WMCA Conference Registration Refund - Weaver	55290	-\$50.00
Business Card	CLIFTON 0322	001 010 576 80 31 00	PK-Operating Costs	Bult Salt/Pepper Granite Crushed	55290	\$65.58
Business Card	DREHER 0322	001 008 521 20 43 01	LE-Business Meetings	SnoCo Sheriff & Police Chief Meeting Drinks/Snacks	55290	\$100.01
Business Card	HALVERSON 0322	410 016 531 10 49 01	SW - Staff Development	CESCL Certification Training Registration - Granroth	55290	\$400.00
Business Card	HALVERSON 0322	001 010 576 80 49 01	PK-Staff Development	CM Inspector Training Registration - Stevens P	55290	\$196.66
Business Card	HALVERSON 0322	101 016 542 30 49 01	ST-Staff Development	CM Inspector Training Registration - Stevens P	55290	\$196.67
Business Card	HALVERSON 0322	410 016 531 10 49 01	SW - Staff Development	CM Inspector Training Registration - Stevens P	55290	\$196.67
Business Card	HALVERSON 0322	001 010 576 80 49 01	PK-Staff Development	CM Inspector Training Registration - Wright	55290	\$196.66
Business Card	HALVERSON 0322	101 016 542 30 49 01	ST-Staff Development	CM Inspector Training Registration - Wright	55290	\$196.67
Business Card	HALVERSON 0322	410 016 531 10 49 01	SW - Staff Development	CM Inspector Training Registration - Wright	55290	\$196.67
Business Card	HALVERSON 0322	530 016 594 48 60 00	Purchase Of Capital Equipment	Deposit for 2020 Hino Swaploader	55290	\$2,000.00
Business Card	HALVERSON 0322	101 016 544 90 31 02	ST-Operating Cost	DOD Lift Flange Unit for Sander	55290	\$112.50
Business Card	HINGTGEN 0322	001 008 521 20 31 01	LE-Fixed Minor Equipment	Mounting Screws for Glock MOS Slides	55290	\$82.79
Business Card	KNOEPFLE 0322	001 010 576 80 31 00	PK-Operating Costs	Axis Camera Done	55290	\$199.60
Business Card	KNOEPFLE 0322	101 016 544 90 31 02	ST-Operating Cost	Axis Camera Done	55290	\$199.59
Business Card	KNOEPFLE 0322	410 016 531 10 31 02	SW - Operating Costs	Axis Camera Done	55290	\$199.59
Business Card	KNOEPFLE 0322	001 010 576 80 31 00	PK-Operating Costs	Axis Cameras (2)	55290	\$1,064.75
Business Card	KNOEPFLE 0322	101 016 544 90 31 02	ST-Operating Cost	Axis Cameras (2)	55290	\$1,064.76
Business Card	KNOEPFLE 0322	410 016 531 10 31 02	SW - Operating Costs	Axis Cameras (2)	55290	\$1,064.76
Business Card	KNOEPFLE 0322	001 010 576 80 49 01	PK-Staff Development	CM Inspector Training Registration - Mangold	55290	\$196.66
Business Card	KNOEPFLE 0322	101 016 542 30 49 01	ST-Staff Development	CM Inspector Training Registration - Mangold	55290	\$196.67
Business Card	KNOEPFLE 0322	410 016 531 10 49 01	SW - Staff Development	CM Inspector Training Registration - Mangold	55290	\$196.67
Business Card	KNOEPFLE 0322	001 010 576 80 49 01	PK-Staff Development	Construction Inspection Worskshop Registration-Stevens P	55290	\$116.67
Business Card	KNOEPFLE 0322	101 016 542 30 49 01	ST-Staff Development	Construction Inspection Worskshop Registration-Stevens P	55290	\$116.67
Business Card	KNOEPFLE 0322	410 016 531 10 49 01	SW - Staff Development	Construction Inspection Worskshop Registration-Stevens P	55290	\$116.66
Business Card	KNOEPFLE 0322	001 010 576 80 49 01	PK-Staff Development	NCEES FE Civil Practice Exam Registration - Mangold	55290	\$88.53
Business Card	KNOEPFLE 0322	101 016 542 30 49 01	ST-Staff Development	NCEES FE Civil Practice Exam Registration - Mangold	55290	\$88.53
Business Card	KNOEPFLE 0322	410 016 531 10 49 01	SW - Staff Development	NCEES FE Civil Practice Exam Registration - Mangold	55290	\$88.53
Business Card	KNOEPFLE 0322	001 013 518 20 31 00	GG-Operating Costs	PODS Rental for Museum Storage	55290	\$388.25
Business Card	KNOEPFLE 0322	001 010 576 80 31 00	PK-Operating Costs	Postage Fees to Mail Headsets to Owen Equip for Repairs	55290	\$4.97
Business Card	KNOEPFLE 0322	101 016 544 90 31 02	ST-Operating Cost	Postage Fees to Mail Headsets to Owen Equip for Repairs	55290	\$4.97
Business Card	KNOEPFLE 0322	410 016 531 10 31 02	SW - Operating Costs	Postage Fees to Mail Headsets to Owen Equip for Repairs	55290	\$4.97
Business Card	LEBLANC 0322	001 008 521 40 49 01	LE-Registration Fees	2022 Winter Forum Info Governance Registration - Cooper	55290	\$24.50
Business Card	LEBLANC 0322	001 008 521 40 49 01	LE-Registration Fees	Basic Crime Prevention Class Registration - Cooper	55290	\$367.45
Business Card	MACDONALD 0322	001 010 576 80 31 00	PK-Operating Costs	License & Registration Fees PW84/PW85/PW86/PW87	55290	\$84.80
Business Card	MACDONALD 0322	101 016 544 90 31 02	ST-Operating Cost	License & Registration Fees PW84/PW85/PW86/PW87	55290	\$84.81
Business Card	MACDONALD 0322	410 016 531 10 31 02	SW - Operating Costs	License & Registration Fees PW84/PW85/PW86/PW87	55290	\$84.81
Business Card	MINER 0322	001 008 521 20 31 01	LE-Fixed Minor Equipment	EVO Insulated Side Zip Boots - Wachtveitl	55290	\$174.40
Business Card	STEVENS B 0322	001 004 514 23 49 01	FI-Staff Development	Annual Financial Reporting Registration - Heist	55290	\$140.00
Business Card	STEVENS B 0322	001 002 513 11 42 00	AD-Communications	Postage	55290	\$1.74
Business Card	STEVENS B 0322	001 007 558 50 42 00	PL-Communication	Postage	55290	\$0.58
Business Card	STEVENS B 0322	001 004 514 23 49 01	FI-Staff Development	Procurement Series Part 1 Registration - Rowe	55290	\$30.00
Business Card	STEVENS B 0322	001 004 514 23 49 01	FI-Staff Development	Procurement Series Part 2 Registration - Crim/Rowe	55290	\$80.00
Business Card	STEVENS B 0322	001 004 514 23 49 01	FI-Staff Development	Procurement Series Part 3 Registration - Crim/Rowe	55290	\$70.00
Business Card	UBERT 0322	001 008 521 40 49 01	LE-Registration Fees	Institute of Certified Professional Mgrs Program Bundle	55290	\$850.00
Business Card	UBERT 0322	001 008 521 20 43 01	LE-Business Meetings	PD Admin Retreat Lunch	55290	\$77.28
Business Card	UBERT 0322	001 008 521 40 49 01	LE-Registration Fees	Police Records Mgmt Registration - LeBlance	55290	\$259.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	WARRINGTON 0322	001 005 518 10 43 00	HR-Travel & Meetings	Biscuits/Kind Bars/Donuts for Software Summit	55290	\$18.92
Business Card	WARRINGTON 0322	001 005 518 10 43 00	HR-Travel & Meetings	Coffee for Software Summit	55290	\$23.00
Business Card	WARRINGTON 0322	001 005 518 10 49 00	HR-Miscellaneous	SHRM Membership - Warrington	55290	\$229.00
Business Card	WEAVER 0322	001 001 511 60 49 02	Legislative - C.C.Retreat	Council Retreat Meal	55290	\$459.46
Business Card	WEAVER 0322	001 001 511 60 49 02	Legislative - C.C.Retreat	Council Retreat Room Rental	55290	\$280.00
Business Card	WEAVER 0322	001 001 511 60 49 02	Legislative - C.C.Retreat	Council Retreat Soda/Water	55290	\$38.64
Business Card	WEAVER 0322	001 001 511 60 49 02	Legislative - C.C.Retreat	Council Retreat Water/Sanitizer/Cups/Plates	55290	\$36.14
Business Card	WEAVER 0322	001 001 513 10 49 01	Executive - Prof. Development	Economic Alliance SnoCo State of Everett Registration - Gailey	55290	\$28.40
Business Card	WEAVER 0322	001 001 513 10 49 01	Executive - Prof. Development	Marysville Tulalip Chamber Monthly Meeting Registration - Gailey	55290	\$35.00
Business Card	WEAVER 0322	001 003 514 20 31 00	CC-Office Supply	Postage	55290	\$22.65
Business Card	WRIGHT 0322	001 007 558 50 31 02	PL-Permit Related Op. Costs	2018 Building Code Books	55290	\$917.51
Business Card	WRIGHT 0322	001 007 558 50 31 02	PL-Permit Related Op. Costs	2018 Building Code Books - Credit	55290	-\$48.78
Business Card	WRIGHT 0322	001 007 558 50 31 02	PL-Permit Related Op. Costs	ICC 2018 Property Maint/Housing Inspector Study Guide	55290	\$79.00
Business Card	WRIGHT 0322	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailer LUA2021-0074 Reissued NOA	55290	\$14.59
Business Card	WRIGHT 0322	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailer LUA2021-0201 NOPH	55290	\$65.71
Business Card	WRIGHT 0322	001 007 558 50 49 01	PL-Staff Development	Procurement Series Part 1 Registration - Meis	55290	\$35.00
					55290 Total	\$16,224.97
Cadman Materials Inc	5820627	410 016 531 10 41 03	SW - Street Cleaning	Street Sweeping Disposal	55291	\$2,235.12
					55291 Total	\$2,235.12
Calliope Consulting LLC	191	001 013 518 20 41 00	GG-Professional Service	Lean Training Contract Services 02-2022	55292	\$956.25
Calliope Consulting LLC	192	101 016 542 30 49 01	ST-Staff Development	Lean Leader Training - Connolly/Evans	55292	\$50.00
Calliope Consulting LLC	192	001 007 559 30 49 01	PB-Staff Development	Lean Leader Training - Manus	55292	\$25.00
Calliope Consulting LLC	192	001 005 518 10 49 01	HR-Staff Development	Lean Leader Training - Roth M	55292	\$25.00
Calliope Consulting LLC	192	001 007 558 50 49 01	PL-Staff Development	Lean Leader Training - Schmidt	55292	\$25.00
Calliope Consulting LLC	192	410 016 531 10 49 01	SW - Staff Development	Lean Leader Training - Waltz/Farrant	55292	\$50.00
					55292 Total	\$1,131.25
CDW Government Inc	G431273	001 006 518 80 31 00	IT-Office Supplies	MS Surface Dock	55293	\$105.73
CDW Government Inc	S347599	001 010 576 80 31 00	PK-Operating Costs	Wireless Keyboard/Mouse	55293	\$30.42
CDW Government Inc	S347599	101 016 544 90 31 01	ST-Office Supplies	Wireless Keyboard/Mouse	55293	\$30.41
CDW Government Inc	S347599	410 016 531 10 31 01	SW - Office Supplies	Wireless Keyboard/Mouse	55293	\$30.41
CDW Government Inc	S877209	520 008 594 21 63 00	Vehicles - Capital Equip	Panasonic Toughbooks (3)	55293	\$11,638.26
					55293 Total	\$11,835.23
Chelin	031522 CHELIN	001 003 514 20 43 00	CC-Travel & Meetings	WMCA Clerks Conf Pasco WA Meal PerDiem - Chelin	55294	\$107.00
					55294 Total	\$107.00
Cintas Loc 460	4112378925	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55295	\$119.78
Cintas Loc 460	4112378925	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55295	\$119.78
Cintas Loc 460	4112378925	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55295	\$119.77
Cintas Loc 460	4113070169	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55295	\$119.78
Cintas Loc 460	4113070169	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55295	\$119.78
Cintas Loc 460	4113070169	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55295	\$119.77
					55295 Total	\$718.66
City of Everett	I22001401	001 008 521 40 49 01	LE-Registration Fees	ILA for LS Share of Police Skill Refresher Training	55296	\$800.00
City of Everett	I22001421	001 008 554 30 41 00	LE - Animal Control	Animal Control Services 01-2022	55296	\$2,585.00
					55296 Total	\$3,385.00
City of Marysville	LKS22-002	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations 02-2022	55297	\$7,280.24
City of Marysville	POLIN 22-0003	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 01-2022	55297	\$3,716.29
City of Marysville	POLIN 22-0005	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCSO 01-2022	55297	\$1,256.08
City of Marysville	POLIN 22-0006	001 008 523 60 41 00	LE-Jail	Prisoner Medical 01-2022	55297	\$225.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
City of Marysville	POLIN 22-0007	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 02-2022	55297	\$7,879.08
					55297 Total	\$20,356.69
Code Publishing LLC	GC00115981	001 003 514 20 41 00	CC-Professional Services	Annual Web Hosting Fees	55298	\$475.00
					55298 Total	\$475.00
Comcast	0222 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	55299	\$401.65
Comcast	0222 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	55299	\$401.65
Comcast	0222 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	55299	\$138.19
Comcast	0222 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	55299	\$321.65
					55299 Total	\$1,263.14
Comdata Inc	20370519	001 008 521 20 32 00	LE-Fuel	PD Fuel	55300	\$653.57
					55300 Total	\$653.57
Cooper	031422 COOPER	001 008 521 20 43 00	LE-Travel & Per Diem	Basic Crime Prevention Class Meal PerDiem - Cooper	55301	\$120.00
					55301 Total	\$120.00
Cory De Jong and Sons Inc	Z289365	001 010 576 80 31 00	PK-Operating Costs	Garden Soil	55302	\$76.85
					55302 Total	\$76.85
Crystal Springs	5249844 030122	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	55303	\$22.30
Crystal Springs	5249844 030122	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	55303	\$22.30
Crystal Springs	5249844 030122	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	55303	\$81.56
Crystal Springs	5249844 030122	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - PW Shop	55303	\$33.00
Crystal Springs	5249844 030122	410 016 531 10 31 02	SW - Operating Costs	Bottled Water - PW Shop	55303	\$33.00
Crystal Springs	5249844 040121	001 007 558 50 31 01	PL-Operating Costs	Reissued Check #52841 (2021) Bottled Water - City Hall	55303	\$12.03
Crystal Springs	5249844 040121	001 007 559 30 31 01	PB-Operating Cost	Reissued Check #52841 (2021) Bottled Water - City Hall	55303	\$12.03
Crystal Springs	5249844 040121	001 013 518 20 31 00	GG-Operating Costs	Reissued Check #52841 (2021) Bottled Water - City Hall	55303	\$50.97
Crystal Springs	5249844 040121	101 016 544 90 31 02	ST-Operating Cost	Reissued Check #52841 (2021) Bottled Water - PW Shop	55303	\$72.04
Crystal Springs	5249844 040121	410 016 531 10 31 02	SW - Operating Costs	Reissued Check #52841 (2021) Bottled Water - PW Shop	55303	\$72.04
					55303 Total	\$411.27
DataQuest LLC	17574	001 004 514 23 41 00	FI-Professional Service	Background Checks	55304	\$78.50
DataQuest LLC	17574	410 016 531 10 41 01	SW - Professional Services	Background Checks	55304	\$79.50
					55304 Total	\$158.00
Dept of Licensing	030522 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/27/22 thru 03/05/22	55305	\$240.00
Dept of Licensing	031222 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 03/06/22 thru 03/12/22	55305	\$208.00
					55305 Total	\$448.00
Dept of Retirement (Deferred Comp)	31022	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$3,642.29
					0 Total	\$3,642.29
Dept of Retirement PERS LEOFF	31022	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$59,568.68
Dept of Retirement PERS LEOFF	31022	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	0	\$407.73
					0 Total	\$59,976.41
Dicks Towing Inc	18201368	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03066	55306	\$126.27
Dicks Towing Inc	18201369	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03066	55306	\$126.27
Dicks Towing Inc	18202384	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Towing Services PT-21-93	55306	\$115.29
Dicks Towing Inc	E198625	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03121	55306	\$125.70
Dicks Towing Inc	M74283	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03500	55306	\$126.27
Dicks Towing Inc	M74284	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03709	55306	\$126.27
					55306 Total	\$746.07
Dunlap Industrial Hardware	355374-1	410 016 531 10 31 02	SW - Operating Costs	Pipe Adapter/Reducer/Cam-Lock Fittings	55307	\$164.81
Dunlap Industrial Hardware	355384-1	410 016 531 10 31 02	SW - Operating Costs	Safety Jackets/Vests/Bibs	55307	\$394.06
					55307 Total	\$558.87
EASL Inc	LS-0322	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 02-2022	55308	\$5,502.09
					55308 Total	\$5,502.09

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
EFTPS	31022	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$100,672.35
					0 Total	\$100,672.35
Electronic Business Machines	AR213178	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	55309	\$35.63
Electronic Business Machines	AR213178	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	55309	\$35.64
Electronic Business Machines	AR213178	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - JMQ17151	55309	\$35.64
Electronic Business Machines	AR214104	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Copy Cost CH - 2YJ04075	55309	\$176.58
Electronic Business Machines	AR214104	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Copy Cost CH - 2YJ04075	55309	\$176.59
Electronic Business Machines	AR214104	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Copy Cost CH - 2YJ04075	55309	\$176.59
Electronic Business Machines	AR214205	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - QNN08471	55309	\$7.72
Electronic Business Machines	AR214205	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - QNN08471	55309	\$7.72
Electronic Business Machines	AR214205	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - QNN08471	55309	\$7.72
Electronic Business Machines	AR214308	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - 2WU09725	55309	\$38.92
Electronic Business Machines	AR214583	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - 2WU09725	55309	\$9.38
					55309 Total	\$708.13
Encore One LLC	174786	001 013 518 20 47 02	GG-Utilities for Rentals	Janitorial Services - 1819 S Lake Stevens Rd	55310	\$160.00
Encore One LLC	174786	001 007 558 50 41 00	PL-Professional Servc	Janitorial Services - City Hall	55310	\$55.50
Encore One LLC	174786	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	55310	\$55.50
Encore One LLC	174786	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	55310	\$55.50
Encore One LLC	174786	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	55310	\$55.50
Encore One LLC	174786	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	55310	\$55.50
Encore One LLC	174786	410 016 531 10 41 01	SW - Professional Services	Janitorial Services - City Hall	55310	\$55.50
Encore One LLC	174786	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	55310	\$1,257.00
Encore One LLC	174786	001 012 575 50 41 00	CS- The Mill- Janitorial	Janitorial Services - The Mill	55310	\$183.00
Encore One LLC	174786	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	55310	\$155.00
					55310 Total	\$2,088.00
Environmental Systems Research Inst	94204498	510 006 518 80 49 31	LR - ESRI - ArcGIS	Annual ArcGIS License/Maint	55311	\$10,496.15
					55311 Total	\$10,496.15
Feldman & Lee PS	02-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	55312	\$10,000.00
					55312 Total	\$10,000.00
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	55270	\$177.57
					55270 Total	\$177.57
Glens Welding & Machine Inc	S15496	001 010 576 80 48 00	PK-Repair & Maintenance	Bar/Chain Repairs	55313	\$40.68
Glens Welding & Machine Inc	S15496	101 016 542 30 48 00	ST-Repair & Maintenance	Bar/Chain Repairs	55313	\$40.69
Glens Welding & Machine Inc	S15496	410 016 531 10 48 00	SW - Repairs & Maintenance	Bar/Chain Repairs	55313	\$40.69
					55313 Total	\$122.06
Glock Professional Inc	TRP/100153408	001 008 521 40 49 01	LE-Registration Fees	Armorsers Course Renton - Hingtgen	55314	\$250.00
					55314 Total	\$250.00
Grainger	9210709862	101 016 544 90 31 02	ST-Operating Cost	Drawer Organizers	55315	\$55.98
Grainger	9239001101	101 016 544 90 31 02	ST-Operating Cost	Safety Signs	55315	\$79.72
					55315 Total	\$135.70
Granite Construction Supply	94335	101 016 544 90 31 02	ST-Operating Cost	Corner Bolts/Flanged Nuts	55316	\$353.56
Granite Construction Supply	94402	101 016 544 90 31 02	ST-Operating Cost	Barricades	55316	\$1,965.42
Granite Construction Supply	94403	001 010 576 80 31 00	PK-Operating Costs	Carbon Steel Grating Clip	55316	\$60.39
Granite Construction Supply	94403	101 016 544 90 31 02	ST-Operating Cost	Carbon Steel Grating Clip	55316	\$60.39
Granite Construction Supply	94403	410 016 531 10 31 02	SW - Operating Costs	Carbon Steel Grating Clip	55316	\$60.39
					55316 Total	\$2,500.15
Greenshields Industrial Supply Inc	115495	001 010 576 80 31 00	PK-Operating Costs	Transfer Tank/Hose Reel/Transfer Pumps/Filters	55317	\$2,898.99
					55317 Total	\$2,898.99

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Hathaway	32780	001 008 521 20 31 00	LE-Office Supplies	Name Plates - Beazizo/Young	55318	\$42.79
Hathaway	32780	001 001 513 10 31 00	Executive - Supplies	Name Plates - Gailey	55318	\$22.25
Hathaway	32780	001 010 576 80 31 00	PK-Operating Costs	Name Plates - Halverson	55318	\$8.53
Hathaway	32780	101 016 544 90 31 01	ST-Office Supplies	Name Plates - Halverson	55318	\$8.53
Hathaway	32780	410 016 531 10 31 01	SW - Office Supplies	Name Plates - Halverson/Farrant	55318	\$29.08
Hathaway	32780	001 007 558 50 31 00	PL-Office Supplies	Name Plates - Levitan	55318	\$22.25
Hathaway	32780	001 006 518 80 31 00	IT-Office Supplies	Name Plates - Stevens T	55318	\$22.25
Hathaway	32780	001 001 511 60 31 00	Legislative - Operating Costs	Name Plates/Desk Holders - Councilmembers	55318	\$302.52
Hathaway	32780	001 003 514 20 31 00	CC-Office Supply	Paid Dater/Name Plates - Chelin/Weaver	55318	\$84.93
					55318 Total	\$543.13
Higher Plane Cabinet Works Inc	12026	001 012 575 50 31 00	CS- The Mill- Ops	P-Lam Doors with Lock for Cabinets - The Mill	55319	\$408.00
					55319 Total	\$408.00
Honey Bucket	552618276	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 1804 Main St	55320	\$165.55
Honey Bucket	552618277	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	55320	\$142.50
Honey Bucket	552618278	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	55320	\$218.50
Honey Bucket	552627000	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	55320	\$249.50
Honey Bucket	552629223	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	55320	\$170.50
Honey Bucket	552637187	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 1806 Main St North Cove	55320	\$249.50
Honey Bucket	552639055	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	55320	\$156.75
					55320 Total	\$1,352.80
HRA VEBA Trust YA20192	31022	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	55271	\$2,862.37
					55271 Total	\$2,862.37
HSA Bank	31022	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	55272	\$125.00
					55272 Total	\$125.00
Hundred Public Safety Inc	1012	001 008 521 20 41 01	LE-Professional Serv-Fixed	(6) Coaching Sessions 02-2022	55321	\$900.00
					55321 Total	\$900.00
ICONIX Waterworks US Inc	U2216009245	410 016 531 10 31 02	SW - Operating Costs	Single Net Straw Wattle L/Stakes	55322	\$538.14
					55322 Total	\$538.14
Irwin	040322 IRWIN	001 008 521 20 43 00	LE-Travel & Per Diem	Basic Marine Law Enforcement Training Kennewick Meals - Irwin	55323	\$291.00
					55323 Total	\$291.00
J Thayer Co Inc	1579684-0	001 013 518 20 31 00	GG-Operating Costs	Toilet Paper	55324	\$43.04
J Thayer Co Inc	1579893-0	001 013 518 20 31 00	GG-Operating Costs	Toilet Cleaner	55324	\$15.22
J Thayer Co Inc	1580996-0	001 010 576 80 31 00	PK-Operating Costs	Swiffer Pad Refill/Container	55324	\$55.91
J Thayer Co Inc	1580996-0	101 016 544 90 31 02	ST-Operating Cost	Swiffer Pad Refill/Container	55324	\$55.90
J Thayer Co Inc	1580996-0	410 016 531 10 31 02	SW - Operating Costs	Swiffer Pad Refill/Container	55324	\$55.90
					55324 Total	\$225.97
Jamie S Kim PS Inc	2A0108426	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	55325	\$150.00
Jamie S Kim PS Inc	2A0116753	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	55325	\$150.00
Jamie S Kim PS Inc	2A0143931	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	55325	\$150.00
					55325 Total	\$450.00
Kembers Court HOA	031022 KEMBERS	001 000 382 10 00 01	The Mill - Deposit	LS22-Clement Hartford Hall Rental 03/10/22 Deposit Refund	55326	\$250.00
					55326 Total	\$250.00
Kilroy	040322 KILROY	001 008 521 20 43 00	LE-Travel & Per Diem	Basic Marine Law Enforcement Course Meal PerDiem - Kilroy	55327	\$291.00
					55327 Total	\$291.00
Lake Industries LLC	291933	101 016 544 90 31 02	ST-Operating Cost	Hauling Services - PW Yard Export	55328	\$168.00
					55328 Total	\$168.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Chamber of Commerce	030322 CHAMBER	001 000 382 10 00 01	The Mill - Deposit	LS21-Tabor Mill Rental 01/06 & 02/03 & 03/03 Deposit Refund	55329	\$250.00
					55329 Total	\$250.00
Lake Stevens Police Guild	31022	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	55273	\$1,122.00
					55273 Total	\$1,122.00
Lake Stevens Sewer District	12326.01 0322	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	55330	\$87.00
Lake Stevens Sewer District	13135.01 0322	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	55330	\$43.00
Lake Stevens Sewer District	13135.01 0322	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	55330	\$43.00
Lake Stevens Sewer District	2538.02 0322	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	55330	\$172.00
Lake Stevens Sewer District	3628.02 0322	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	55330	\$86.00
Lake Stevens Sewer District	6294.04 0322	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	55330	\$86.00
Lake Stevens Sewer District	6296.03 0322	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	55330	\$172.00
Lake Stevens Sewer District	6390.03 0322	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	55330	\$284.16
Lake Stevens Sewer District	6666.01 0322	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	55330	\$86.00
Lake Stevens Sewer District	6671.01 0322	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	55330	\$86.00
Lake Stevens Sewer District	6810.01 0322	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	55330	\$172.00
Lake Stevens Sewer District	7002.01 0322	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	55330	\$86.00
Lake Stevens Sewer District	8710.03 0322	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	55330	\$86.00
Lake Stevens Sewer District	9902.01 0322	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	55330	\$86.00
					55330 Total	\$1,575.16
Lakeside Industries Inc	184157	101 016 544 90 31 02	ST-Operating Cost	Pallet of Pot Hole Mix	55331	\$1,024.60
Lakeside Industries Inc	185376	101 016 544 90 31 02	ST-Operating Cost	Pallet of Pot Hole Mix	55331	\$1,024.60
Lakeside Industries Inc	189377	101 016 544 90 31 02	ST-Operating Cost	Pallet of Pot Hole Mix	55331	\$1,027.42
					55331 Total	\$3,076.62
Language Line Services Inc	10465829	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	55332	\$77.32
					55332 Total	\$77.32
Lemay Mobile Shredding Inc	4737307S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	55333	\$12.33
Lemay Mobile Shredding Inc	4738824S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	55333	\$24.66
Lemay Mobile Shredding Inc	4739161S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW	55333	\$2.85
Lemay Mobile Shredding Inc	4739161S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW	55333	\$2.84
Lemay Mobile Shredding Inc	4739161S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW	55333	\$2.84
					55333 Total	\$45.52
LN Curtis & Sons	INV572062	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hero's Pride Name Plates/Pouches - Dreher D	55334	\$263.67
LN Curtis & Sons	INV572110	001 008 521 20 31 01	LE-Fixed Minor Equipment	Womens Pants - Starkenburg	55334	\$130.36
LN Curtis & Sons	INV572130	001 008 521 20 31 01	LE-Fixed Minor Equipment	Womens Polos - Fox	55334	\$132.96
LN Curtis & Sons	INV572544	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hero's Pride Name Plates - Young	55334	\$48.89
LN Curtis & Sons	INV572575	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hero's Pride Name Plates - Beazizo	55334	\$48.89
LN Curtis & Sons	INV573111	001 008 521 20 31 05	LE-Equipment - New Officers	Polos - Young	55334	\$225.40
LN Curtis & Sons	INV573611	001 008 521 20 31 05	LE-Equipment - New Officers	Dress Coat/Gold Metallic Stripes/Bullion Stars - Young	55334	\$360.53
LN Curtis & Sons	INV573749	001 008 521 20 31 01	LE-Fixed Minor Equipment	Womens Polos - LeBlanc	55334	\$145.83
					55334 Total	\$1,356.53
McLoughlin & Eardley Group Inc	260446	520 008 594 21 63 00	Vehicles - Capital Equip	2022 PD Vehicle Equipment	55335	\$9,054.72
					55335 Total	\$9,054.72
Miner	040422 MINER	001 008 521 20 43 00	LE-Travel & Per Diem	Patrol Tactics Training Meal PerDiem - Miner	55336	\$237.00
					55336 Total	\$237.00
National Construction Rentals Inc	6459141	302 010 594 76 61 12	PM - North Cove Phase 3	Temporary Fence Panels - 1804 Main St	55337	\$541.51
					55337 Total	\$541.51
Nationwide Retirement Solution	31022	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$5,570.99
					0 Total	\$5,570.99

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nelson	030622 NELSON	001 000 382 10 00 01	The Mill - Deposit	LS21-Nelson The Stack Rental 03/06/22 Deposit Refund	55338	\$100.00
					55338 Total	\$100.00
New York Life	31022	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	55274	\$199.00
					55274 Total	\$199.00
New York Life EFT	FEB2022	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	0	\$231.67
New York Life EFT	FEB2022	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	0	\$50.17
New York Life EFT	FEB2022	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	0	\$175.88
New York Life EFT	FEB2022	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	0	\$172.78
New York Life EFT	FEB2022	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	0	\$90.17
New York Life EFT	FEB2022	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	0	\$396.21
New York Life EFT	FEB2022	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	0	\$238.40
New York Life EFT	FEB2022	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	0	\$1,492.01
New York Life EFT	FEB2022	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	0	\$196.15
New York Life EFT	FEB2022	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	0	\$121.04
New York Life EFT	FEB2022	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	0	\$447.01
New York Life EFT	FEB2022	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	0	\$685.55
New York Life EFT	FEB2022	001 001 511 60 20 00	Legislative - Benefits	Life/Disability Insurance Premiums	0	\$22.72
					0 Total	\$4,319.76
O Reilly Auto Parts	2960-313099	001 010 576 80 31 00	PK-Operating Costs	Mega Fuse	55339	\$1.54
O Reilly Auto Parts	2960-313099	101 016 544 90 31 02	ST-Operating Cost	Mega Fuse	55339	\$1.54
O Reilly Auto Parts	2960-313099	410 016 531 10 31 02	SW - Operating Costs	Mega Fuse	55339	\$1.54
O Reilly Auto Parts	2960-313544	001 010 576 80 31 00	PK-Operating Costs	Drill Pump	55339	\$2.90
O Reilly Auto Parts	2960-313544	101 016 544 90 31 02	ST-Operating Cost	Drill Pump	55339	\$2.90
O Reilly Auto Parts	2960-313544	410 016 531 10 31 02	SW - Operating Costs	Drill Pump	55339	\$2.91
O Reilly Auto Parts	2960-313576	001 010 576 80 31 00	PK-Operating Costs	Motor Oil	55339	\$50.49
O Reilly Auto Parts	2960-313576	101 016 544 90 31 02	ST-Operating Cost	Motor Oil	55339	\$50.49
O Reilly Auto Parts	2960-313576	410 016 531 10 31 02	SW - Operating Costs	Motor Oil	55339	\$50.49
O Reilly Auto Parts	2960-314367	001 010 576 80 31 00	PK-Operating Costs	Gloves	55339	\$12.76
O Reilly Auto Parts	2960-314367	101 016 544 90 31 02	ST-Operating Cost	Gloves	55339	\$12.77
O Reilly Auto Parts	2960-314367	410 016 531 10 31 02	SW - Operating Costs	Gloves	55339	\$12.77
O Reilly Auto Parts	2960-314368	001 010 576 80 31 00	PK-Operating Costs	Oil Drain	55339	\$311.06
O Reilly Auto Parts	2960-314368	101 016 544 90 31 02	ST-Operating Cost	Oil Drain	55339	\$311.06
O Reilly Auto Parts	2960-314368	410 016 531 10 31 02	SW - Operating Costs	Oil Drain	55339	\$311.05
O Reilly Auto Parts	2960-316068	001 010 576 80 31 00	PK-Operating Costs	Wiper Fluid	55339	\$10.96
O Reilly Auto Parts	2960-316068	101 016 544 90 31 02	ST-Operating Cost	Wiper Fluid	55339	\$10.97
O Reilly Auto Parts	2960-316068	410 016 531 10 31 02	SW - Operating Costs	Wiper Fluid	55339	\$10.97
O Reilly Auto Parts	2960-317474	001 010 576 80 31 00	PK-Operating Costs	Copper Plugs/Gloves	55339	\$81.97
O Reilly Auto Parts	2960-317474	101 016 544 90 31 02	ST-Operating Cost	Copper Plugs/Gloves	55339	\$81.96
O Reilly Auto Parts	2960-317474	410 016 531 10 31 02	SW - Operating Costs	Copper Plugs/Gloves	55339	\$81.97
					55339 Total	\$1,415.07
Office of the State Treasurer	02-2022 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 02-2022	55340	\$161.50
Office of the State Treasurer	02-2022 STATE	633 000 586 00 00 01	State Court Remit	State Court Fees 02-2022	55340	\$8,280.41
					55340 Total	\$8,441.91
Outcomes by Levy LLC	2022-02-LS	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting 02-2022	55341	\$5,000.00
					55341 Total	\$5,000.00
Ovens	011822 OVENS	001 008 521 40 49 01	LE-Registration Fees	Use of Force Core Principles Registration - Warbis	55342	\$320.00
					55342 Total	\$320.00
Pace Engineers Inc	82448	001 007 558 70 31 00	PL - Citywide Beautification	Structural Details for Sign	55343	\$225.00
					55343 Total	\$225.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Petershagen	021022 COUNCIL	001 001 511 60 43 00	Legislative - Travel & Mtgs	Council Retreat Mileage Reimbursement - Petershagen	55344	\$42.92
					55344 Total	\$42.92
Phillips	022522 PHILLIPS	001 000 382 10 00 01	The Mill - Deposit	LS22-Phillips The Mill Rental 02/25/22 Deposit Refund	55345	\$500.00
					55345 Total	\$500.00
Pitney Bowes Inc	1020121578	001 013 518 20 31 00	GG-Operating Costs	Postage Machine Ink	55346	\$277.92
					55346 Total	\$277.92
Puget Sound Energy	22339471 0322	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	55347	\$848.07
Puget Sound Energy	24316495 0322	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	55347	\$405.64
Puget Sound Energy	24316495 0322	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	55347	\$405.65
Puget Sound Energy	24316495 0322	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	55347	\$405.65
Puget Sound Energy	24770236 0322	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	55347	\$290.33
Puget Sound Energy	28663866 0322	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	55347	\$681.09
Puget Sound Energy	28663874 0322	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	55347	\$167.27
Puget Sound Energy	3723810 0322	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	55347	\$272.57
					55347 Total	\$3,476.27
Purchase Power	02-2022 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	55348	\$313.87
Purchase Power	02-2022 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	55348	\$285.86
Purchase Power	02-2022 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	55348	\$0.63
Purchase Power	02-2022 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	55348	\$0.64
					55348 Total	\$601.00
PuroClean of Marysville	1712	001 010 576 80 31 00	PK-Operating Costs	Water Damage Repair for NC Park Restrooms	55349	\$3,447.77
					55349 Total	\$3,447.77
Quadient Finance USA Inc	80346335 0222	001 008 521 20 42 00	LE-Communication	Postage	55350	\$100.00
					55350 Total	\$100.00
Redefined Corp	382204	001 006 518 80 41 00	IT-Professional Services	Contract IT Services 02-2022	55351	\$5,600.00
Redefined Corp	382204	001 006 518 80 41 00	IT-Professional Services	Contract IT Services 11-2021 Credit	55351	-\$840.00
					55351 Total	\$4,760.00
Reece Construction Company	PROGRESS 11 REECE	307 000 595 30 60 00	Project Construction Account	91st Ave SE Ext/Water Line Relocation	55269	\$110,097.52
Reece Construction Company	PROGRESS 11 REECE	307 000 382 20 00 00	Retainage Held	91st Ave SE Ext/Water Line Relocation Retainage	55269	-\$5,457.57
					55269 Total	\$104,639.95
Right On Heating and Sheet Metal Inc	28837	001 012 575 50 48 00	CS- The Mill - R & M	Service Call - The Mill Tube Heater	55352	\$804.42
					55352 Total	\$804.42
Robinson	102421 ROBINSON	001 000 382 10 00 01	The Mill - Deposit	Reissue Check #54449 (2021) Sawyers Rm Rental Deposit	55353	\$100.00
					55353 Total	\$100.00
SAFEbuilt Washington LLC	0084190-IN	001 007 558 50 41 04	Permit Related Professional Sr	Inspection Services 02-2022	55354	\$4,271.80
					55354 Total	\$4,271.80
San Jaun	030522 SAN JUAN	001 000 382 10 00 01	The Mill - Deposit	LS22-SanJuan The Stack Rental 03/05/22 Damage Deposit Refund	55355	\$100.00
					55355 Total	\$100.00
Sherwin-Williams Co	0894-7	001 012 575 50 31 00	CS- The Mill- Ops	Paint/Rags/Paint Tape/Gloves - The Mill	55356	\$281.45
Sherwin-Williams Co	8265-6	001 012 575 50 31 00	CS- The Mill- Ops	EZ Pour Spout/Tray Liners - The Mill	55356	\$21.55
Sherwin-Williams Co	8330-8	001 012 575 50 31 00	CS- The Mill- Ops	Paint Recycling Fee/Tray Liners/Paint Pail - The Mill	55356	\$216.79
					55356 Total	\$519.79
Smarsh Inc	INV00701622	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	55357	\$736.32
					55357 Total	\$736.32
Snohomish County 911	4411	001 008 528 00 41 00	LE - SNO911	Dispatch Services	55358	\$31,601.23
					55358 Total	\$31,601.23
Snohomish County Public Works	I000581046	101 016 544 90 31 02	ST-Operating Cost	Signal/Sign Repair & Maint 01-2022	55359	\$2,392.47
					55359 Total	\$2,392.47

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	105745681	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	55360	\$53.18
Snohomish County PUD	105746285	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	55360	\$147.40
Snohomish County PUD	105748976	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	55360	\$66.88
Snohomish County PUD	112335673	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	55360	\$130.66
Snohomish County PUD	118945149	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	55360	\$19.37
Snohomish County PUD	122244792	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	55360	\$22.71
Snohomish County PUD	122249041	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	55360	\$5.80
Snohomish County PUD	122249041	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	55360	\$5.80
Snohomish County PUD	122249041	410 016 531 10 47 00	SW - Utilities	202340527 Decant Yard	55360	\$5.81
Snohomish County PUD	128849984	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	55360	\$57.30
Snohomish County PUD	128850572	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	55360	\$196.00
Snohomish County PUD	128850572	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	55360	\$287.19
Snohomish County PUD	128850572	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	55360	\$166.79
Snohomish County PUD	128850572	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	55360	\$18.70
Snohomish County PUD	128850572	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	55360	\$79.66
Snohomish County PUD	128850572	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	55360	\$53.18
Snohomish County PUD	128850572	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	55360	\$34.65
Snohomish County PUD	128850572	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	55360	\$412.55
Snohomish County PUD	128850572	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	55360	\$53.18
Snohomish County PUD	135464201	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Electric 12308 17th Pl NE	55360	\$106.45
Snohomish County PUD	135464201	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Water 12308 17th Pl NE	55360	\$26.52
Snohomish County PUD	135464202	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	55360	\$329.54
Snohomish County PUD	141986091	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	55360	\$126.69
					55360 Total	\$2,406.01
Snohomish County PUD	141986092	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	55361	\$130.23
Snohomish County PUD	141986092	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	55361	\$83.90
Snohomish County PUD	141988984	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	55361	\$201.71
Snohomish County PUD	145314933	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	55361	\$8.64
Snohomish County PUD	145314933	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Electric	55361	\$427.97
Snohomish County PUD	145318446	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	55361	\$11,031.00
Snohomish County PUD	145318447	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	55361	\$1,503.44
Snohomish County PUD	145318448	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	55361	\$1,254.76
Snohomish County PUD	148617476	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 Commercial Bldg 1819 S Lake Stevens Rd	55361	\$621.43
Snohomish County PUD	151904279	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	55361	\$99.32
Snohomish County PUD	151905497	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	55361	\$113.28
Snohomish County PUD	151905497	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	55361	\$113.28
Snohomish County PUD	151905497	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	55361	\$113.27
Snohomish County PUD	155152771	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	55361	\$279.54
Snohomish County PUD	155152771	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	55361	\$279.55
Snohomish County PUD	155152771	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	55361	\$279.55
Snohomish County PUD	155152772	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	55361	\$74.52
Snohomish County PUD	155155459	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	55361	\$28.37
Snohomish County PUD	155156422	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	55361	\$333.88
Snohomish County PUD	155156422	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	55361	\$345.79
Snohomish County PUD	155156422	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	55361	\$35.18
Snohomish County PUD	155156422	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	55361	\$210.28
					55361 Total	\$17,568.89
Snohomish County Sheriffs Office	2022-7219	001 008 523 60 41 00	LE-Jail	Jail Services Medical 01-2022	55362	\$688.32
					55362 Total	\$688.32

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County Treasurer	0222 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 02-2022	55363	\$121.74
					55363 Total	\$121.74
Society for Human Resource Mgmt	SO1643554	001 005 518 10 49 00	HR-Miscellaneous	SHRM Membership - Good	55364	\$229.00
					55364 Total	\$229.00
Sound Publishing Inc	EDH948933	001 007 558 50 41 03	PL-Advertising	Condemn Quail Court & Willowood Prop Final Action	55365	\$113.76
Sound Publishing Inc	EDH949560	001 013 518 30 41 01	GG-Advertising	CC Workshop Meeting Cancelled 03/01/22	55365	\$20.76
Sound Publishing Inc	EDH949590	001 013 518 30 41 01	GG-Advertising	Civil Service Comm Special Meeting	55365	\$36.24
Sound Publishing Inc	EDH949591	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0201 Vinje Hill Estates	55365	\$87.84
Sound Publishing Inc	EDH950322	001 013 518 30 41 01	GG-Advertising	CC Workshop Cancelled	55365	\$20.76
Sound Publishing Inc	EDH950354	001 013 518 30 41 01	GG-Advertising	Legal Notice - Ordinance 1135	55365	\$50.00
					55365 Total	\$329.36
Sound Safety Products Co Inc	457147/1	410 016 531 10 26 00	SW - Clothing - Boot Allowance	Boots - Mann	55366	\$281.08
					55366 Total	\$281.08
Sound Security Inc	1042849	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Intrusion/Fire/Elevator Monitoring PD	55367	\$1,125.00
Sound Security Inc	1042850	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 10518 18th St SE	55367	\$65.00
					55367 Total	\$1,190.00
Stericycle Inc	3005923777	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	55368	\$10.36
					55368 Total	\$10.36
Teamsters Local No 763	FEB2022	001 000 284 00 00 00	Payroll Liability Other	Union Dues	55275	\$1,311.00
					55275 Total	\$1,311.00
Teamsters Welfare Trust Dental EFT	31022	001 000 282 00 00 00	Payroll Liability Retirement	Teamsters Dental Premium	0	\$2,476.80
					0 Total	\$2,476.80
Technological Services Inc	22592	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Ignition System Diagnostics PT-21-93	55369	\$312.93
Technological Services Inc	22636	001 008 521 20 48 00	LE-Repair & Maintenance Equip	AC Service/Repair PT-18-78	55369	\$346.69
Technological Services Inc	22641	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Steering/Suspension Inspection Alignment PT-19-81	55369	\$1,072.09
Technological Services Inc	22645	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluid/Tire Rotate/Brake Inspect PT-21-95	55369	\$178.37
Technological Services Inc	22677	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Cooling System Inspect/Express Lube S-16-61	55369	\$168.87
Technological Services Inc	22689	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Repair PT-20-89	55369	\$42.55
					55369 Total	\$2,121.50
The Everett Herald	030322 HERALD	001 005 518 10 41 01	HR - Advertising/Marketing	SnoCo Career Fair 04/29/22	55370	\$480.00
					55370 Total	\$480.00
Thermo King Northwest Inc	PSI-068038	101 016 542 66 31 00	ST-Snow & Ice - Sply	Sand & Salt Spreader	55371	\$6,759.09
					55371 Total	\$6,759.09
Tom Astrof Construction Inc	220309-1625	001 010 576 80 31 00	PK-Operating Costs	Rebar Hoops/Hooks	55372	\$804.32
					55372 Total	\$804.32
TransUnion Risk & Alternative Data Solutions Inc	4016011-202202-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	55373	\$81.76
					55373 Total	\$81.76
ULINE	145230639	001 008 521 20 31 06	LE-Emergency Mgmt Supplies	Plastic Pails	55374	\$95.23
ULINE	145827906	001 010 576 80 31 00	PK-Operating Costs	Office Bookcase	55374	\$90.08
ULINE	145827906	101 016 544 90 31 02	ST-Operating Cost	Office Bookcase	55374	\$90.08
ULINE	145827906	410 016 531 10 31 02	SW - Operating Costs	Office Bookcase	55374	\$90.08
ULINE	145894091	001 010 576 80 31 00	PK-Operating Costs	Office Bookcase/Cork Board	55374	\$127.14
ULINE	145894091	101 016 544 90 31 02	ST-Operating Cost	Office Bookcase/Cork Board	55374	\$127.14
ULINE	145894091	410 016 531 10 31 02	SW - Operating Costs	Office Bookcase/Cork Board	55374	\$127.14
ULINE	145904199	001 010 576 80 31 00	PK-Operating Costs	Coat Hook	55374	\$37.60
ULINE	145904199	101 016 544 90 31 02	ST-Operating Cost	Coat Hook	55374	\$37.61
ULINE	145904199	410 016 531 10 31 02	SW - Operating Costs	Coat Hook	55374	\$37.61
					55374 Total	\$859.71

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
UPS	0000074Y42092	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55375	\$2.26
UPS	0000074Y42102	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55375	\$41.42
					55375 Total	\$43.68
US Flood Control Corp	21-229	410 016 594 31 60 01	SW - Capital Expenditure	Tiger Dams & Supplies	55376	\$13,369.00
					55376 Total	\$13,369.00
US Postal Service	30122	001 013 518 20 31 00	GG-Operating Costs	Annual Post Office Box Rental Fee	55377	\$312.00
					55377 Total	\$312.00
Vantagepoint Transfer Agents - 108991	709910	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	55276	\$435.73
					55276 Total	\$435.73
Vantagepoint Transfer Agents - 307428	709912	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	55277	\$2,175.42
Vantagepoint Transfer Agents - 307428	711689	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Correction of invoice 709912	55277	-\$435.73
					55277 Total	\$1,739.69
Verizon Northwest	9900225833	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	55378	\$2,768.29
Verizon Northwest	9900810057	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	55378	\$294.70
Verizon Northwest	9900810057	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	55378	\$42.10
Verizon Northwest	9900810057	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	55378	\$47.10
Verizon Northwest	9900810057	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	55378	\$79.20
Verizon Northwest	9900810057	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	55378	\$84.20
Verizon Northwest	9900810057	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	55378	\$173.40
Verizon Northwest	9900810057	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	55378	\$415.57
Verizon Northwest	9900810057	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	55378	\$488.11
Verizon Northwest	9900810057	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	55378	\$244.24
Verizon Northwest	9900810057	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	55378	\$547.64
Verizon Northwest	9900810057	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	55378	\$547.63
Verizon Northwest	9900810057	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	55378	\$547.63
					55378 Total	\$6,279.81
Washington Department of Health	022822 DOH	111 008 521 20 31 01	Drug Seize - Canine Supplies	Annual Drug Dog Handlers Registration Renewal	55379	\$55.00
					55379 Total	\$55.00
Washington State Dept of Enterprise Svcs	731112617	001 008 521 20 31 00	LE-Office Supplies	Business Cards - Young/Starkenbug/LeBlanc	55380	\$122.62
					55380 Total	\$122.62
Washington State Patrol	122004948	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	55381	\$352.25
					55381 Total	\$352.25
Washington State Support Registry	31022	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$344.50
					0 Total	\$344.50
Wave Broadband	103946401-0009363	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	55382	\$632.70
Wave Broadband	103946401-0009363	001 002 513 11 42 00	AD-Communications	Telephone Service	55382	\$70.20
Wave Broadband	103946401-0009363	001 003 514 20 42 00	CC-Communications	Telephone Service	55382	\$140.40
Wave Broadband	103946401-0009363	001 004 514 23 42 00	FI-Communications	Telephone Service	55382	\$140.40
Wave Broadband	103946401-0009363	001 005 518 10 42 00	HR-Communications	Telephone Service	55382	\$70.20
Wave Broadband	103946401-0009363	001 006 518 80 42 00	IT-Communications	Telephone Service	55382	\$210.60
Wave Broadband	103946401-0009363	001 007 558 50 42 00	PL-Communication	Telephone Service	55382	\$456.55
Wave Broadband	103946401-0009363	001 007 559 30 42 00	PB-Communication	Telephone Service	55382	\$70.20
Wave Broadband	103946401-0009363	001 008 521 20 42 00	LE-Communication	Telephone Service	55382	\$2,387.82
Wave Broadband	103946401-0009363	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service	55382	\$70.20
Wave Broadband	103946401-0009363	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	55382	\$70.21
Wave Broadband	103946401-0009363	001 013 518 20 42 00	GG-Communication	Telephone Service	55382	\$280.81
Wave Broadband	103946401-0009363	101 016 543 30 42 00	ST-Communications	Telephone Service	55382	\$404.02
Wave Broadband	103946401-0009363	410 016 531 10 42 00	SW - Communications	Telephone Service	55382	\$404.02
					55382 Total	\$5,408.33

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Weaver	031522 WEAVER	001 003 514 20 43 00	CC-Travel & Meetings	WMCA Clerks Conf Pasco WA Meal PerDiem - Weaver	55383	\$107.00
					55383 Total	\$107.00
Weed Graafstra & Associates Inc PS	785	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - Litigation 79th St	55384	\$3,912.49
					55384 Total	\$3,912.49
Western Conference of Teamsters Pension Trust	31022	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	55278	\$2,948.77
					55278 Total	\$2,948.77
Wietholter	0322 WIETHOLTER	001 010 576 80 31 00	PK-Operating Costs	Professional Engineer License Endorsement Reimburse	55385	\$21.66
Wietholter	0322 WIETHOLTER	101 016 544 90 31 02	ST-Operating Cost	Professional Engineer License Endorsement Reimburse	55385	\$21.67
Wietholter	0322 WIETHOLTER	410 016 531 10 31 02	SW - Operating Costs	Professional Engineer License Endorsement Reimburse	55385	\$21.67
					55385 Total	\$65.00
Willards Pest Control Co	378401	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	55386	\$74.64
Willards Pest Control Co	378406	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	55386	\$139.96
					55386 Total	\$214.60
WM Corporate Services Inc	0905844-4968-1	410 016 531 10 45 00	SW - Dumpster Service	Dumpster Service - 12699 36th St NE	55387	\$124.00
					55387 Total	\$124.00
Yarkut	030722 YARKUT	001 005 518 10 49 02	HR-Employee Recognition	ACE Committee Award Reimbursement - Yarkut	55388	\$62.66
					55388 Total	\$62.66
Yaskus	30522	001 000 382 10 00 01	The Mill - Deposit	LS22-Yaskus The Stack Rental 03/05/22 Deposit Refund	55389	\$100.00
					55389 Total	\$100.00
Ziply Fiber	03-2022 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	55390	\$217.92
Ziply Fiber	03-2022 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	55390	\$60.48
					55390 Total	\$278.40

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/22/2022

Subject: Interlocal Government Agreement Between the City of Everett, Snohomish County and the Cities of Snohomish and King Counties for In-Service Training Sessions

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: \$800.00/Year

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to execute the Interlocal Agreement for in-service training sessions.

SUMMARY/BACKGROUND:

Participating Entities comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel under RCW 39.34. Participating Entities conduct regular in-service training sessions on various law enforcement topics typically hosted by the City of Everett Police Department. Other Participating Entities may host the regular in-service training sessions at future times. Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	\$800.00 per year
50 – 100 officers	\$1200.00 per year
Over 100 officers	\$1600.00 per year

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions. Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities.

The initial term of this Agreement shall commence on January 1, 2022 or the date when the City of Everett and one other Participating Entity have executed this Agreement, whichever

is later. This Agreement shall continue in effect through December 31, 2026, unless sooner terminated as provided under this Agreement. Thereafter, this Agreement shall automatically renew and continue on a year-to-year basis, until terminated as provided under this Agreement.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Regional Trainers Group ILA Final 2022

**INTERLOCAL GOVERNMENT AGREEMENT BETWEEN THE
CITY OF EVERETT, SNOHOMISH COUNTY AND THE CITIES OF SNOHOMISH AND
KING COUNTIES FOR IN-SERVICE TRAINING SESSIONS**

THIS AGREEMENT is dated for reference purposes January 1, 2022, by the following governmental entities ("Participating Entities"):

City of Arlington
City of Bothell
City of Brier
City of Edmonds
City of Everett
City of Lake Stevens

City of Lynnwood
City of Mill Creek
City of Monroe
City of Mountlake Terrace
City of Mukilteo
Tulalip Tribal Police

RECITALS:

WHEREAS, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each agency is authorized by law to perform; and

WHEREAS, the Participating Entities comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel; and

WHEREAS, the Participating Entities conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is typically the host of the regular in-service training sessions, and has incurred and will incur costs associated with these regular in-service training sessions, including but not limited to, training officers, miscellaneous expendable goods, wear and tear on equipment, and use of facilities; and

WHEREAS, other Participating Entities may host the regular in-service training sessions at future times; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting, and participating in the regular in-service training sessions:

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1.0 Payment

The undersigned Participating Entities shall contribute fees at the rates indicated below* per year toward paying for the costs of instructors, classes and certifications, equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for each year shall be made on or before January 31 of each year, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 5 below.

*Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	\$800.00 per year
50 – 100 officers	\$1200.00 per year
Over 100 officers	\$1600.00 per year

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

2.0 Scope of Services

- 2.1 Until notice of a change is given, in accordance with Section 5 below, the Everett Police Department shall coordinate the facilities necessary to conduct regular in-service training sessions. The Everett Police Department shall schedule regular in-service training sessions on various law enforcement-related topics, and shall give reasonable prior notice to each Participating Entity of the date, time and place where each training session will be held, and the nature of the topic for each regular training session.
- 2.2 Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities as provided in Section 3 of this agreement.

3.0 Participating Entity Commitment

- 3.1 All Participating Entities shall make available a minimum of one trainer or equivalent Full Time Employee (FTE) for each Police Skills Refresher (PSR) week in any given month. A Participating Entity that does not make available one trainer/FTE for any consecutive or non-consecutive four (4) months in a rolling twelve-month period will not be allowed to enroll their officers in any subsequent PSR trainings until such time that they meet this minimum commitment requirement. It is recognized that a Participating Entity trainer/FTE may not be needed during a particular month, and if this occurs, the Participating Entity shall be given a minimum 7-day notice that their trainer/FTE is not needed. If a trainer/FTE is made available but notified that he/she is not needed in

compliance with this section, the Participating Entity will be deemed to have provided a trainer/FTE for that month.

- 3.2** Any Participating Entity that does not make available one trainer/FTE during any 9 months over a rolling 12-month period will be removed as a Participating Entity and party to this agreement on January 1 of the following calendar year. The Participating Entity shall forfeit any rights and contributions provided pursuant to Section 1 of this Agreement.

4.0 Effective Date

The initial term of this Agreement shall commence on January 1, 2022 or the date when the City of Everett and one other Participating Entity have executed this Agreement, whichever is later. This Agreement shall continue in effect through December 31, 2026, unless sooner terminated as provided under this Agreement. Thereafter, this Agreement shall automatically renew and continue on a year-to-year basis, until terminated as provided under this Agreement.

5.0 Changes

- 5.1 This Agreement may be modified by mutual agreement of the Participating Entities. No such amendment shall be effective until it is reduced to writing and signed by all Participating Entities with the same formality as this Agreement.
- 5.2 The fund custodian and regular in-service training site may be changed by majority agreement of the Participating Entities without modifying this Agreement, but with reasonable notice to all Participating Entities.

6.0 Waiver

No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

7.0 Allocation of Liability/Insurance

Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to personal injury, death and property damage limits of not less than \$1,000,000 (one million dollars) per occurrence, or provide proof of self-insurance or of participating in an insurance pool.

8.0 Legal Requirements

The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

9.0 Withdrawal or Suspension

- 9.1 Any Participating Entity may withdraw or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such withdrawal or suspension.
- 9.2 Withdrawal terminates the Participating Entity as a party to this Agreement, but shall not entitle it to any refund of contributions pursuant to Section 1.
- 9.3 Suspension relieves the Participating Entity of its obligations under Section 3 of this Agreement for the duration of the suspension.
 - a. Suspension shall not entitle it to any refund of contributions paid pursuant to Section 1.
 - b. A suspended Participating Entity may resume participation in this Agreement by providing written notice to the other Participating Entities at least thirty (30) days prior to the first day of the next scheduled PSR week. Resumption of participation resumes the Participating Entity's rights and obligations under this Agreement.
 - c. In the event that a Participating Entity is suspended when payment pursuant to Section 1 becomes due, and the Participating Entity subsequently resumes participation, payment according to Section 1 shall become due by the end of the month in which the Participating Entity resumes participation.

10.0 Termination

- 10.1 This Agreement may be terminated by mutual agreement, by simple majority, of then-current Participating Entities. All funds remaining in the Snohomish County Regional Training Group fund shall be disbursed pro-rata to the current Participating Entities in proportion to their most recent contribution as provided in Section 1.
- 10.2 Upon termination of the agreement, any equipment provided to the Snohomish County Regional Training Group by a Participating Entity will be returned to that jurisdiction.

11.0 Entire Agreement - Severability

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of the Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

12.0 Agreement – Amendment

This Agreement contains the terms and conditions agreed upon by the Participating Entities. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities. However, a new Participating Entity not originally listed on this Agreement may be added to this Agreement (after a majority vote of approval by then-existing Participating Entities) by execution of this Agreement by the new Participating Entity without any Agreement amendment necessary.

13.0 Execution of Multiple Counterparts

This Agreement and any Amendment thereto, may be reproduced in any number of original counterparts. Each Participating Agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Agencies.

14.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor or listed by subject on a public agency's website or other electronically retrievable public source.

15.0 Interlocal Cooperation Act

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purpose of the Interlocal Cooperation ACT, Ch. 36.34 RCW, by an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

16.0 Liability

No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

17.0 Signature Pages

The City of Everett shall execute this Agreement by signature on the City of Everett Signature Page below. All other Participating Entities shall execute this Agreement by signature on a signature page such as the Participating Entities Signature Page below. Execution and delivery of this Agreement and any amendments by the Participating Entities shall be legally valid and effective through: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or similar e-signature method.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF EVERETT SIGNATURE PAGE

CITY OF EVERETT

Cassie Franklin, Mayor

By: _____

Its: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By:

PARTICIPATING ENTITY SIGNATURE PAGE

Participating Entity Name: _____

Signature: _____

Printed Name: _____

Title: _____

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/22/2022

Subject: Professional Services Agreement for Parks & Recreation Director Recruitment

Contact Person/Department: Anya Warrington, Gene Brazel, Human Resources

Budget Impact: The cost of these services will be paid for out of the general fund and will require a budget amendment. There is anticipated salary savings for this position, as the position is approved for hire July 1, but a realistic start date is in August. The cost of the PSA is \$25,000; the cost of other related recruitment expenses described above is not to exceed \$7,500.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve the City Administrator to sign the professional services agreement with Columbia Ltd and approve additional recruiting expenses for finalist candidates of the Parks and Recreation Director position.

SUMMARY/BACKGROUND:

During budget discussions in 2021, City Council approved the establishment of a Parks & Recreation Director position (see attachment 1 for job description) for hire in mid-2022. During those discussions, conducting a nationwide search for a highly qualified candidate was desired. Recently, HR Director Warrington and City Administrator Brazel gathered information from three (3) different recruiting firms and thoroughly reviewed their scope of services, fees and references. Based off this information, staff is recommending the city hire Columbia Ltd to conduct recruitment services for the Parks & Recreation Director. Columbia Ltd is an executive recruiting firm providing services to local governments throughout the western United States. Columbia Ltd comes with great local references and has recently conducted successful Park & Recreation Director searches and placements. You can read more about Columbia Ltd and the services they will provide in Exhibit A of the professional services agreement. In

addition to the services provided by Columbia Ltd, staff is requesting a budget of \$7,500 for miscellaneous costs associated with this recruitment. This would include travel expenses for finalist candidates and any requested add-ons for additional testing/screening tools not provided within the original scope of services (described on page 9, Exhibit A of PSA).

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Attachment 1 - Parks & Rec Director Job Description
2. Attachment 2- PSA: Columbia Ltd
3. Attachment 2, Exhibit A - Scope of Services

**CITY OF LAKE STEVENS
POSITION DESCRIPTION**

POSITION TITLE:	Parks and Recreation Director
DEPARTMENT:	Parks and Recreation
REPORTS TO:	City Administrator
CLASSIFICATION:	Non-Represented/FLSA Exempt
SALARY RANGE:	NR70
EFFECTIVE DATE:	July 1, 2022

POSITION PURPOSE:

The incumbent is responsible for the overall vision, performance, and administrative management of the Parks and Recreation Department. Functional areas of the department include parks planning, design, operation and maintenance, recreation programs and community engagement.

This incumbent facilitates the development of strategy and policy in collaboration with other City departments; ensures that the City's mission, mayor/council direction and core values are incorporated into operational activities and services; and represents the City in the community, the region, the state, and nationally with regards to parks and recreation policy and operational initiatives.

ESSENTIAL DUTIES AND RESPONSIBILITIES – *Essential duties and responsibilities may include, but are not limited to, the following:*

- Leads a team of parks and recreation professionals and field staff by establishing an empowered culture that focuses on trust, process improvement, accountability, ownership, pride, and responsibility; provides strong and creative leadership and vision to the department and staff.
- Oversees daily operations and maintenance of city-wide parks, community and recreation centers, beaches/swimming areas, ball fields/ sport courts and playgrounds, parks, and open spaces.
- Reviews and monitors proposed changes to federal, state, and local laws as well as trends and innovations in the field of parks and recreation administration to determine their impact on policies and practices.
- Develops and implements department policies and procedures in compliance with federal, state, and local regulations; ensures department-wide compliance with the city

policies, Collective Bargaining Agreement(s), and local, state, and federal laws in performance of all duties.

- Ensures safety and health of parks and recreation staff is a top priority; partners with the Risk Manager to ensure compliance with state and local regulations.
- Administers recreation programs and coordinates city events with other city departments and outside organizations such as school districts and community-based organizations.
- Promotes interest in parks and recreation programs through publicity, marketing materials and public contacts and community groups; speaks before citizen and student groups, and other organizations.
- Provides citizen satisfaction with parks and recreation programs by investigating and resolving complaints and appearing before interested groups
- Directs planning and presentation of public involvement programs for volunteers, neighborhoods, businesses, and other community groups.
- Negotiates and administers contracts for services provided by contractors, consultants, and vendors including but not limited to concession and design contracts.
- Conducts short and long-range planning and implements capital improvements to publicly owned recreation/event venues, sports facilities, trails, and parks.
- Prepares an annual work plan that includes financial, organizational, and human resource elements that aligns with the strategic plan and goals of the city and department. Provides technical expertise and information to guide city decisions related to parks design, maintenance and operation activities and programs.
- As a member of the executive management team, coordinates and plans activities with other City departments in areas of mutual concern to accomplish departmental and City objectives.
- Prepares the department's budget; manages department expenditures in accordance with approved budget; ensures the efficient and economical use of City resources.
- Supervises the identifies development and administration of appropriate private, state, and federal grants opportunities for the department.
- Interviews, trains, and hires employees; plans, directs, and evaluates work in progress and upon completion; appraises performance; investigates and delivers disciplinary actions; addresses complaints; resolves problems; approves/schedules sick leave and vacation time; and terminates employment as appropriate.
- Negotiates collective bargaining agreements for represented employees and other union matters with assistance from Human Resources; reviews and resolve labor grievances and issues.
- Serves as a confidential employee including the responsibility to advise the Mayor, City Administrator and/or City Council.
- Maintains professional expertise by attending appropriate conferences/seminars from time to time.

- Attends City Council meetings; represents the city at public meetings, to consulting firms, governmental agencies, and a variety of committees.
- Oversees staff support to various boards and commissions such as the Parks Board.
- Continuously monitors and evaluates the efficiency and effectiveness of department service delivery methods and procedures, including technological enhancements, to provide more efficient and timely services.
- Maintains regular, reliable, and predictable attendance.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

PERIPHERAL DUTIES:

- Perform the duties of subordinate personnel as needed.
- Performs other duties as assigned.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment characteristics described on the attached questionnaire and below are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions.

Most work is performed indoors with prolonged periods of sitting. The incumbent will be required to walk, sit for long periods of time, stand, bend and reach. Must be able to use dexterity of hands and finger to operate computer keyboard, hear and speak to exchange information. Seeing to read complex reports and data, and lifting light objects is required.

This position often works conducts site visits in all types of terrain and weather conditions, including standing, sitting, and walking across rough terrain.

The incumbent must be able travel from site to site; work around water, be exposed to fumes of air born particles, potential toxic or caustic chemicals, grease, smoke, gases, heat, cold, inclement weather conditions, and vibration. The noise level in the work environment may be moderate to loud.

Traveling is required. Evening or variable hours to attend meetings and respond to emergency incidents is required.

QUALIFICATIONS:

Education, Training and Experience Guidelines:

- EDUCATION:** High school diploma or GED is required. Bachelor's degree with major course work in recreation, public administration, environmental science, landscape architecture, planning or related field;
- EXPERIENCE:** Seven (7) years increasingly responsible experience in parks, recreation, community service, including a minimum of three (3) years of supervisory or managerial experience. Public sector work experience preferred;
- OR:** Any combination of education and experience, which provides the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for these qualifications. Examples of these skills include:

Knowledge of:

- Principles and practices of parks and recreation administration.
- Community recreation needs and resources.
- Principles and practices of funding processes in a local government environment as related to budgeting, cost accounting, financial planning, and management.
- Tools and equipment used by the parks and recreation department.
- Lean Management System or Six Sigma principles.
- Operation and understanding of computers and typical office equipment.
- Principles and practices of program development and administration.
- Principles and practices of leadership, management and supervision, training, and performance evaluation.
- Principles and practices of professional services contract administration.

Ability to:

- Establish and maintain effective working relationships with the public, elected and appointed officials and City employees. Maintain a customer service orientation, be courteous and diplomatic in the exchange of information and present a positive image of the city in a variety of circumstances.
- Communicate effectively and persuasively, both orally and in writing.
- Create, execute, and report on departmental work plans.
- Apply lean or six sigma principles to continuously improve processes, procedures and implement change management.
- Provide leadership, counsel, motivate and construct performance reviews to department staff at all levels, securing their respective commitments to the department goals.
- Delegate authority and responsibility.

- Ability to negotiate and administer contracts with outside vendors and service providers.
- Identify the department's future direction in response to changing community needs, and to develop, implement, and monitor appropriate plans, schedules, and action steps.
- Develop, implement, and administer departmental goals, objectives, and procedures.
- Apply, interpret, and explain complex legal and administrative information to the public, employees and officials lacking technical knowledge.
- Provide decisive, thoughtful leadership to an organization engaged in a diverse array of activities in a manner that empowers and instills confidence in department employees.
- Prepare and administer large and complex budgets.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendation in support of goals.

LICENSES OR CERTIFICATE REQUIREMENTS

- Valid Washington State driver's license, or ability to obtain within 30 days of hire; and a driving record which meets the city's requirements.
- Certified Park and Recreation Professional (CPRP) is required or ability to obtain within twelve (12) months of hire.
- Certified Park and Recreation Executive (CPRE) is preferred.
- Completion of position-relevant background check.

This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE NAME (printed)

EMPLOYEE SIGNATURE

____/____/____
DATE

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS AND
COLUMBIA LTD
FOR RECRUITMENT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and **COLUMBIA LTD**, a Washington corporation/limited liability company/business ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence on the date of this agreement and shall terminate upon completion of recruitment or no later than December 31, 2022. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement

system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart "A" of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____(initials)

_____(initials)

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

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

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

(1) Commercial General Liability insurance shall be written on at least as

broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

- (2) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (3) Professional Liability insurance appropriate to the Consultant's profession.

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

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$600,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation.** Consultant's maintenance of insurance as required by this

Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

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

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.10 COMPENSATION.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$25,000 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

IV.11 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

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

If a public records request is made the City may or may not choose to give the Consultant third party notice under RCW 42.56 for the Consultant to decide whether to file for a court action to prevent or limit the disclosure of the records.

ARTICLE V. GENERAL

V.12 **NOTICES.** Notices shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

COLUMBIA LTD
Attn **ANDREW GORGEY**
212 E. Columbia St
Colorado Springs, CO 80907

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

V.13 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

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

V.14 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

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

V.5 **SEVERABILITY.**

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

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

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

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and

shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

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

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

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

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

DATED this _____ day of _____, 2022.

CITY OF LAKE STEVENS

COLUMBIA LTD

By: _____
Gene Brazel, City Administrator

By: _____
Andrew Gorgey, CEO Columbia ltd

Approved as to form:

Greg Rubstello, City Attorney

Exhibit A
Scope of Services

See attached



February 16, 2022

City Manager Gene Brazel and
Human Resources Director Anya Warrington
City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258
(via electronic mail to gbrazel@lakestevenswa.gov and awarrington@lakestevenswa.gov)

Dear Mr. Brazel and Ms. Warrington:

Thank you for inviting Columbia ltd to compete for the opportunity to assist Lake Stevens in the recruitment of a new Parks and Recreation Director.

Since 2017, I served as the lead recruiter on successful Parks and Recreation Director recruitments in California, Colorado, and Washington in the following communities (alpha): Bothell, WA; Cortez, CO; Cosumnes Community Services District, Elk Grove, CA; Placer County, CA; and the Western Eagle County Metropolitan Recreation District, now known as Mountain Recreation, in Gypsum, CO. I am currently recruiting the Director of Parks, Recreation & Open Space for Louisville, CO.

Also, I have a specific interest in, and a commitment to, Washington State, where I have been recruiting continuously since 2017. I have multiple, successful recruitments in Bothell, Kent, and Mill Creek, all of whom have invited me to I serve them more than once. My experience recruiting within the parks and recreation profession, and in western Washington, will be of direct benefit to Lake Stevens when searching for candidates who best fit your needs.

The attached proposal includes more detailed information regarding Columbia ltd, the search process and timeline, professional fee and expenses, a placement guarantee, and references.

Please feel free to call me directly at (970) 987-1238 if you have any questions.

Sincerely,

/s/ Drew

Andrew (Drew) Gorgey
CEO and Founder

Attachment

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Columbia ltd

In General

Columbia ltd provides executive search services to local government agencies throughout the western United States. Founded and incorporated in 2016 by Chief Executive Officer and lead recruiter Andrew Gorgey, the firm maintains its principal place of business and headquarters in Colorado Springs, Colorado. Please visit: <https://columbialtd.com>.

Mayors, commissioners, supervisors, council members, trustees, directors, and board members trust Columbia ltd to help them with one of the most important decisions they will ever make, choosing their next manager. Similarly, managers and human resources professionals trust Columbia ltd to find high-performing professionals to complete their leadership teams.

“Excellence in executive recruiting.”

The essence of our motto, “Excellence in executive recruiting,” is a deep commitment to our clients and the communities we serve. We listen actively, and carefully. Through diligence, a strong work ethic, working with a sense of urgency, attention to detail, and anticipation of every client agency’s unique needs, we are able to find the chief executive, director, manager, or department head, who best fits the community, its elected officials, the organization, and its professional management. We help you find the ideal candidate to address the challenges you are facing now, to execute faithfully your policy priorities, to help develop strategy and meet your goals, and to provide solid, consistent leadership and management for years to come.

Values-based. Mission-driven.

Columbia ltd is the executive recruiter of choice in the western United States. This is because we are completely committed to a principle-centered, values-based approach to the essential local government function of bringing the best-qualified professionals into the organization. Everything we do is fueled by these eight values: **Excellence, Professionalism, Ethics, Courage, Adaptability, Innovation, Continual Improvement, and Service.** These are not just words – these are core values to which we adhere every day. Living our values allows us to meet

Our Mission:

We serve local governments and their citizens through excellence in executive recruiting, advancing organizations, improving teams, and enhancing communities, one recruitment at a time.

We ensure each client agency has meaningful choice between highly-qualified candidates, who meet the needs of the organization and community, in every professional discipline for which we recruit.

We are committed to maintaining a positive, professional working environment, and to the professional development of every Columbia ltd team member.

Experience

Columbia ltd celebrated its five-year anniversary in December, 2021. In its early years, Columbia ltd provided executive recruiting services to an established, California-based executive search firm. At that time, client contracts were with that firm. Columbia ltd and Andrew Gorgey provided professional services, served as lead recruiter, and successfully completed the recruitments. With that in mind, Columbia ltd has successfully completed dozens of city/county manager and other recruitments in five states, and over 50 other executive recruitments in seven western states in every major discipline.

Commitments to Local Government and Professional Development

Columbia ltd is an associate member of the Colorado Municipal League and a cooperating member of the Washington City/County Management Association. At the invitation of the International City/County Management Association (ICMA), Columbia ltd offers training and advisory services to local government managers in career transition. Columbia ltd is also a proud sponsor of the City/County Management Associations in Arizona, Colorado, and Washington. Andrew Gorgey has lectured on recruiting trends, interviewing, and related topics at the state management conferences in those three states, and at the Schools of Public Affairs at the University of Colorado and Arizona State University, and at Arizona’s Next Generation Leadership Conferences at the University of Arizona in Tucson, and in Scottsdale.

THE Columbia ltd TEAM

Philosophy

The philosophy of Columbia ltd is that citizens are the ultimate client in every executive recruitment we perform, so that in addition to our values-based, mission-driven approach, we are always aware of the public service underlying our professional services. In this way, we help elected officials hire the best chief executives, and we help chief executives hire the best new additions to their executive leadership teams.

Although we have considerable geographic reach, we carefully manage both the number of recruiting assignments we accept, and more important, when and how we accept them. This allows us to maintain the highest possible service level for all clients, because each recruiter maintains a limited, manageable number of assignments at any given time. Furthermore, each recruiter's assignments are appropriately scheduled, so that clients never compete against each other for the same talent, and every client, recruitment, and process step receive the recruiter's full, effective attention.

Your Team

Andrew Gorgey, CEO and Founder

Since founding Columbia ltd in 2016, Andrew (Drew) Gorgey has established himself as one of the premiere executive recruiters in the United States. A sought-after industry professional, Mr. Gorgey has completed dozens of major executive recruitments in Arizona, California, Colorado, New Mexico, Oregon, Utah, and Washington.

Mr. Gorgey has served in Colorado local government for 22 of the last 24 years, including 11 years at the executive and management levels, making his first executive hire in 2004. Mr. Gorgey served as County Manager and County Attorney for Garfield County in Glenwood Springs, Colorado. He also served as First Assistant and Chief Deputy County Attorney in El Paso County in Colorado Springs, Colorado. In addition, Mr. Gorgey served as Acting City Manager for the City of Glenwood Springs. Mr. Gorgey continues to serve local government as General Counsel to the Garfield County FML District, a part-time executive position he has held since June 2011. He continues to serve local governments throughout the United States as leader of Columbia ltd, and as an executive recruiter.

Mr. Gorgey is gifted at organizational assessment and accurate analysis of an entity's business case, critical in effective executive recruitment. His candid, genuine, and respectful style, discretion, professionalism, and legendary work ethic are all major benefits to client agencies, as are his experience and expert-level communications skills. Mr. Gorgey's strong skills in talent identification, recruitment, development and retention, and his commitment to excellence in the hiring process, have helped many diverse organizations advance, improve, and meet their strategic objectives quickly.

Moving to Colorado in 1987, Mr. Gorgey began his career in the resort and hospitality industry, serving as a Corporate Trainer for The Broadmoor, a Forbes Five-Star and AAA Five-Diamond Resort in Colorado Springs. He later served as Editor of *The Colorado Springs Business Journal*. Since his youth, Mr. Gorgey has been an enthusiastic student of leadership, dedicating substantial volunteer hours to leadership positions in various professional associations. The El Paso County Bar Association in Colorado Springs named Mr. Gorgey "Outstanding Young Lawyer" in 1999 and elected him one of the Association's youngest Presidents in 2003-04. Mr. Gorgey twice served the Colorado Bar Association as Vice President. He is also Past President of the Association of Colorado County Administrators. Mr. Gorgey has lectured on leadership at the American Bar Association's prestigious Bar Leadership Institute in Chicago, the Colorado Bar Association's Bar Leadership Training course (COBALT), and the Special District Association of Colorado's Leadership Academy, among others. He has lectured on recruitment, interviewing, and related topics at the City/County Management Association conferences in Arizona, Colorado, and Washington, as well as at the Arizona State University School of Public Affairs and Arizona's Next Generation Leadership Conference at the University of Arizona. He completed the International City/County Management Association's (ICMA's) Gettysburg Leadership Institute in 2017.

Mr. Gorgey holds an undergraduate degree in English from the University of Colorado, as well as a Juris Doctor from the University of South Carolina School of Law. He has been a member of the Glenwood Springs Sunset Rotary Club since 2015, serving as the club's Scholarship Chairman for many years.

Sue Autry, Senior Executive Recruiter and Strategist

Based in Westchester County, New York, Sue Fowler Autry has a reputation for professionalism in human resources and executive recruitment enjoyed by few others in the United States. Following successful careers in banking, elite private-sector executive recruiting (Texas), employment law, finance, and manufacturing, Ms. Autry held executive leadership and management positions for 20 years in local government human resources.

Creative and resourceful, Ms. Autry meets the challenges of every assignment, regardless of difficulty, with a “can do” attitude. Her career started in banking, where she was the first female Officer Candidate in a large Atlanta bank. Under a Consent Decree at the time, the bank retained Ms. Autry to focus on affirmative action, compliance, and recruiting. After a few years, Ms. Autry’s talent and excellent reputation drew the attention of several executive search firms.

A private sector executive search firm noticed Ms. Autry’s success managing the bank’s college recruiting, executive hiring, and manpower planning. The firm’s partners invited her to Dallas and within a year made her an equal partner. Ms. Autry’s strong intuition and relationship-building skills with clients brought success. Her work in affirmative action and compliance piqued her interest in law, so after years of successful recruiting practice, she sold her company shares to her partners and was admitted to the Southern Methodist University School of Law.

After graduation, she practiced employment and labor law at Haynes and Boone, LLP (Dallas). In the years that followed, Ms. Autry was recruited away from the firm to major private sector assignments including with First National Bank of Texas, where she improved operations of the \$9 billion personal trust administration department. She was recruited a second time to the team that brought Northern Trust of Chicago to Texas. Northern Trust as Statewide Marketing Director. In an unexpected turn, family health issues led her to assume responsibility for her spouse’s footwear manufacturing company. As President and CEO, Ms. Autry transformed the company from manufacturing to licensing of the company’s patents and trademarks.

Ms. Autry transitioned to the public sector as a human resources consultant, but the City of Colorado Springs, Colorado, quickly hired her full-time to manage employee relations, disciplinary hearings, executive recruitments, pay for performance, performance management, and benefits. She redrafted all of the City’s policies and procedures. El Paso County, CO, recruited her to a similar role, but the City soon recruited her back to serve as Human Resources Manager for the police department. The police chief quickly promoted her, giving Ms. Autry responsibility for Management Services (finance, human resources, information technology, records and ID, the volunteer program, fleet, facilities, and asset management). In Colorado’s second-largest city, Ms. Autry was the only civilian on the chief’s command staff.

Her years of success in both the private and public sectors uniquely position Ms. Autry to help clients resolve difficult organizational challenges. She understands city and county organizations in a way most search consultants never will. Ms. Autry excels in identifying candidates in alignment with Columbia ltd’s mission of advancing organizations, improving teams, and enhancing communities, one recruitment at a time.

Ms. Autry holds bachelor’s and master’s degrees from Georgia State University, as well a Juris Doctor from the Southern Methodist University School of Law.

Michelle Holder, Research Manager

Formerly with the City of Aspen, Colorado, Michelle Holder brings skill and excellence to Columbia ltd in several areas pertaining to local government: project management, community engagement, program management, priority-based budgeting, sustainability reporting, and research. A Certified Professional Project Manager, Lean Six Sigma Green Belt, and graduate of the highly-regarded Roaring Fork Leadership Academy (Aspen), she is passionate about empowering communities by helping them realize their largest goals. Ms. Holder earned her bachelor’s degree (Political Science and Criminology) from the University of Florida and her Master of Public Administration degree from the University of North Carolina at Chapel Hill. She is based in Portland, Oregon.

Kathy Callaway Conarro, Art Director

Kathy Callaway Conarro has been a graphic designer for over twenty years. The art director and production manager at a reputable alternative news weekly in the United States for over ten years, she also served for over five years as creative director at a fast-growing, international professional sports corporation, before relocating to Central America. Ms. Conarro ensures every local government client is marketed in a genuine, positive, and impactful way and offers creative guidance in corporate marketing.

Ms. Callaway Conarro holds a bachelor's degree in art with an emphasis in graphic design from Western Washington University. She works from her office in Roatán, Honduras.

Background Checking, Candidate Evaluation, Social Media, Marketing, and Cybersecurity

Columbia ltd retains experts and contracts with established vendors in key areas related to background checking, emotional intelligence and integrity testing, social media, marketing, and cybersecurity, all essential aspects of an effective, confidential, successful, and safe recruitment process.

RECRUITMENT PROCESS

Professional executive recruitment generally follows the service steps described below. Columbia ltd can customize the recruitment process to meet your specific needs.

First Steps

The recruitment begins with a brief, organizational conference call or videoconference meeting, a time when we get to know each other, manage initial administrative details, and discuss a preliminary schedule for the recruitment. Your Recruiter is the project manager for Columbia ltd, and likewise, we ask that you identify a single point of contact to serve as a project manager on behalf of Lake Stevens. During this meeting, we will finalize the professional services agreement, make arrangements to gather data from you relevant to the recruitment (current job description, salary range, organizational and departmental budget basics, etc.), submit our initial invoice, and identify a date for the Kickoff Meeting. We will share some thoughts about how to plan the Kickoff Meeting in a way that maximizes the benefit of that time for you. We'll give you other information you'll need, such as specifications for photos to be used in the Candidate Profile, etc.

Kickoff Meeting (On-Site Meeting No. 1)

The Kickoff Meeting is the first of three on-site meetings when your Recruiter is physically present in Lake Stevens, meeting in person with you and your team. Your Recruiter will listen actively, and carefully, interviewing whomever you designate and gathering information about the community, the organization, the department, and the position you are trying to fill. This is cultural immersion: the goal for the day is for your Recruiter to leave Lake Stevens with the best possible understanding of who you are, where you've been, where you're going, and what you're looking for. We will coordinate a marketing and advertising plan and discuss recruiting strategies and tactics used to find your next Parks and Recreation Director. The kickoff meeting can include one-on-one interviews with elected officials, a group meeting with the executive leadership team, meetings and interviews with key stakeholders and community representatives, and whatever else you may need. All recruitments are a little different, and we will make sure we address your unique situation.

During the kickoff process, we are working together to define, then describe precisely the Ideal Candidate for the Parks and Recreation Director position, the person best suited to meet your needs, both immediately and for the long-term.

The Candidate Profile is the work product resulting from the interviews, meetings and cultural immersion at the Kickoff Meeting. More than a marketing brochure or advertisement, the Candidate Profile is a carefully written document that drives the recruitment process, the central point of reference that literally keeps everyone on the same page. We describe your community, organization, and opportunity accurately and specifically. We also announce the final recruitment schedule, so everyone has the same expectations and can plan accordingly. Columbia ltd uses electronic and digital distribution, and also still uses targeted direct mailing to deliver the Candidate Profile to approximately 300 to 350 qualified candidates.

Go Live Date

Although word about Columbia ltd and the Parks and Recreation Director opportunity with Lake Stevens will be out well before this, it's helpful to declare a Go Live Date, the earliest, reasonable date at which the search responsibly "opens." This is the day the completed Candidate Profile is posted to the Lake Stevens and Columbia ltd websites. As legendary basketball Coach John Wooden famously said, "Be quick, but don't hurry." In order to keep the recruitment on schedule, it is very important that both Columbia ltd and Lake Stevens quickly meet their respective responsibilities regarding group drafting, editing, and final approval of the Candidate Profile.

Active Recruitment Period

The Active Recruitment Period is the four to six weeks (depending on your needs) between the Go Live and Filing Deadline dates. During this time, Columbia ltd executes the national marketing and advertising campaign, including use of the Professional Diversity Network (and its eight affinity sites), and the outlets most relevant to the professional discipline at issue. We also begin targeted direct mailing and digital distribution of the Candidate Profile to approximately 300-400 qualified candidates. More important, we use our state, regional, and national proprietary databases to execute direct outreach, actively searching for qualified candidates aligned with the Ideal Candidate description. Your Recruiter serves as the point of contact for all interested persons and prospective candidates, answering their questions about Lake Stevens, the

position, and the recruitment process. This is important: Columbia ltd is your agent and responds in full to all inquiries on your behalf, treating each person with respect and professionalism, just as you would want them to be treated. We acknowledge all cover letters and resumes within two business days after receipt.

Filing Deadline

The Filing Deadline is the date by which Columbia ltd receives cover letters and resumes.

Initial Review, Preliminary Screening, and Research

To ensure fairness to applicants, your Recruiter will review all submittals in the same way, at the same time after the Filing Deadline. The Recruiter's initial task is to narrow the field to those candidates best qualified for the position and who most closely fit the description of the Ideal Candidate. Some number of leading candidates are then invited to initial interviews with Columbia ltd. These candidates will receive a written questionnaire to be returned in advance of their interview. Later in the process, these written responses will provide you with deeper insights into each candidate's communication skills, philosophy, and qualifications. Columbia ltd conducts first-level research (internet) for all invitees.

Your Recruiter conducts preliminary screening interviews via videoconference or telephone, with the goal of further narrowing this field as necessary to the candidates most qualified for the Parks and Recreation Director position. Columbia ltd then prepares a written Report of Recommended Candidates for delivery to Lake Stevens. You will receive the report with enough time for a meaningful review, before we meet with you in person to discuss it.

Recommendation of Candidates (On-Site Meeting No. 2)

During the Recommendation of Candidates meeting, which usually lasts about an hour or two, Columbia ltd will update you in full as to everything that has happened in the recruitment process so far, including an analysis of the applicant pool. Your Recruiter will be there in person to discuss the contents of the written Report of Recommended Candidates, which also includes a list of all persons who applied, as well as detailed information on those candidates recommended by the firm. Your Recruiter will answer your questions regarding the recruitment, "bring paper to life" in describing candidates, and communicate the results of preliminary research. Lake Stevens will then identify which candidates it would like to advance to the Finalist Interview Process. We will work with you to finalize the process steps and establish the preliminary interview schedule for the Finalist Interview Process. We will then carry out your instructions regarding invitations to prospective finalists. On your behalf, Columbia ltd will notify all other applicants of their status at this time.

Finalist Interview Process (On Site Meeting No. 3)

Columbia ltd will notify you immediately after confirming the participation of all finalists, and we will then conduct second-level research (reference, background) as to these persons. We will work with Lake Stevens to finalize whichever process steps or components are most appropriate for your Finalist Interview Process, e.g. interview panels, public reception, presentations, etc., provide sample interview questions, and work with you to finalize the schedule. We will again prepare and send timely a written Report of Finalists to Lake Stevens.

Your Recruiter will assist you with the Finalist Interview Process (1-2 days) to meet your specific needs, including facilitation services, professional guidance, etc. After you have identified your Preferred Candidate for the Parks and Recreation Director opportunity, Columbia ltd is happy to work with you to shape your initial offer, and to provide negotiation assistance.

Final Steps

On your behalf, we will obtain a complete, detailed background report on your Preferred Candidate through Sterling Infosystems, Inc. (<https://www.sterlingcheck.com>), the most established, reputable company in the field. We conduct additional, final reference checking, as needed, at this time. Through our reputable referral partners, we offer several other assessment and support tools. (See Optional Services, Page 8). Lake Stevens is also encouraged to do whatever other background checking or pre-employment testing it normally would in its established onboarding process. Columbia ltd will continue to offer whatever negotiation assistance you may want or need, working with your professional human resources team and legal counsel, until both sides have reached agreement on the essential terms of an employment contract, offer letter, etc. After contract approval and the first date of employment, we then look forward to observing the successful service of the new Parks and Recreation Director for years to come!

RECRUITMENT SCHEDULE

(May be modified to meet your specific needs.)

CITY OF LAKE STEVENS, WA PARKS AND RECREATION DIRECTOR

<u>Action Step</u>	<u>Timing</u>
I. First Steps - Finalize and approve professional services agreement - Conference call to identify kickoff date, initial responsibilities, and scheduling - Advance preliminary recruitment schedule	Immediate
II. Kickoff Meeting (On Site Meeting No. 1) and Follow Up - Active listening, cultural immersion to facilitate drafting of Candidate Profile - On-site, one-on-one interview with City Manager - Group meeting with executive leadership team, department direct reports, and as directed - Draft Candidate Profile and obtain approval of final draft - Coordinate Marketing and Recruitment Strategies	Two Weeks
III. Go Live Date - The earliest, reasonable date at which the search responsibly “opens” - Post Candidate profile to Lake Stevens and Columbia Ltd websites “Be quick, but don’t hurry.” – Coach John Wooden	ASAP
IV. Active Recruitment Period - Execute national marketing and advertising campaign - Targeted direct mailing of Candidate Profile to approximately 300-350 qualified candidates - Execute direct outreach, social media, and networking strategies, actively searching for qualified candidates aligned with Ideal Candidate description - Ensure opportunity is posted with ICMA, NRPA, AWC - Serve as Lake Stevens’s agent as to all interested persons and prospective candidates - Maintain contact with Lake Stevens, advise as appropriate	Five or Six Weeks
V. Filing Deadline	TBD
VI. Initial Review, Preliminary Screening, and Research - Review of all resumes and cover letters - Invite leading candidates to initial interviews, distribute questionnaire - Conduct preliminary screening interviews via videoconference (preferred) - First level research (internet) - Send written report of Recommended Candidates to Lake Stevens	Three Weeks
VII. Recommendation of Candidates (On Site Meeting No. 2) - Brief City Manager on search and Recommended Candidates - Answer all questions regarding recruitment and candidates - Finalize process steps for Finalist Interview Process and establish Preliminary Schedule - Obtain instructions from City Manager - Notify all other applicants of their status	Two Weeks

- V. Finalist Interview Process (**On Site Meeting No. 3**) TBD
- Secure participation of Finalists and Alternates (if any)
 - Conduct reference checks for Finalists
 - Finalize Finalist Interview Process Steps, Schedule, Questions, and Exercises (if any)
 - Send written Report of Finalists to Lake Stevens
 - Assist Lake Stevens with Finalist Interview Process (1-2 days), providing professional opinion, recommendations, and facilitation services, as needed
 - Advise as needed with respect to terms to be negotiated with Preferred Candidate
- VI. Final Steps One Week
- Complete detailed background and additional reference checks on Preferred Candidate
 - Assist with negotiation as needed until “essential terms” are agreed to
 - Observe the successful service of the new Parks and Recreation Director for years to come

PROFESSIONAL FEE

Professional Fee

The all-inclusive professional fee to conduct the recruitment process for your next Parks and Recreation Director is \$25,000. This includes all steps described in the Recruitment Process; three on-site visits (Kickoff, Recommendation of Candidates, and Finalist Interview Process) to include consultant time and travel expenses; preparation, printing, and distribution of the Candidate Profile, including direct mail and digital distribution; national marketing and advertising; direct outreach and candidate management; general expenses related to administration (printing, copying, mailing, postage, internet access, telephone, social media, etc.); background and reference checking as described; preparation, printing, and delivery of two written reports (Recommended Candidates and Report of Finalists); and one complete background report on the Preferred Candidate. Regarding consultant's time, on-site visits include one day each for the Kickoff and Finalist Interview Process, and no more than half a day for the Recommendation of Candidates.

NOTE: It is customary for client agencies to reimburse finalists for travel expenses related to the Finalist Interview Process. These expenses are not included in the Professional Fee above. These costs typically include round-trip airfare (coach); travel to Lake Stevens from a Washington airport (car rental and fuel) OR travel to Lake Stevens from a residence (lower cost alternative between car rental and fuel or mileage reimbursement at the current IRS rate); and hotel accommodations (coach-equivalent) for each Finalist candidate. At the appropriate time, you may have other considerations that carry costs: whether to extend your invitation to a spouse or significant other, whether to pay for meals, offer *per diem* reimbursement, etc.

Optional Services and Costs

The all-inclusive professional fee may be supplemented at your option as follows:

Additional meetings (on-site or virtual)	\$1,000/day plus travel expenses
Additional full background reports	\$350/report
Certified Emotional Intelligence Assessment	\$400/assessment
DISC Assessment	\$75/assessment
Integrity Testing	\$50/person
Later hiring additional candidate ¹	\$5,000/candidate

Payment Terms

Columbia ltd bills the all-inclusive professional fee in three, equal monthly installments. The first invoice is due at the time the professional services contract is approved, serving as a retainer before Columbia provides any executive recruitment services. The second invoice is delivered approximately 30 days after the Kickoff Meeting, the third invoice 30 days after that. All invoices are payable on receipt. If any invoice remains unpaid within 30 days of receipt, Columbia ltd reserves the right to suspend all services until payment in full is received. Additional services and costs, if any, will be billed in due course.

Insurance

Columbia ltd is insured through the State Farm Fire and Casualty Company. Columbia ltd carries Commercial General Liability Insurance (\$1,000,000 Business, \$2,000,000 General Aggregate) and Commercial Liability Umbrella Insurance (\$1,000,000/occurrence). Automobile liability insurance is provided by Farmers Insurance (\$250,000 / \$500,000 Bodily Injury, \$100,000 Property Damage). Documentation and Certificates of Insurance listing Lake Stevens as an additional insured will be provided in due course.

Good Standing

Columbia Consulting, Ltd. is a limited liability company registered with the Colorado Secretary of State, operating under the registered trade name, Columbia ltd.

¹ Due only if Lake Stevens hires any candidate recommended by Columbia ltd for another position with Lake Stevens no later than one year after the first date of employment of the Parks and Recreation Director.

GUARANTEE

Placement Guarantee

If a candidate recommended and placed by Columbia ltd (external candidates only) leaves your employment ***for any reason within the first year*** (exceptions: serious illness, disability, or death; layoff, or position elimination due to reduction in force or budget shortfall; or promotion to another position within the organization), we guarantee to reopen and conduct the recruitment again at no additional professional fee beyond limited expenses, which will be discussed with you in advance. The first year is measured from the first date of full-time employment with you.

Ethics

Ethics is one of the eight Values on which this company is built. Columbia ltd is completely committed to ethical conduct in every aspect of every recruitment, without exception. In addition, applicants for City and County Manager positions are expected to adhere to the International City/County Manager Association Code of Ethics throughout the recruitment process.

Good Faith, Transparency, and the Council-Manager Form

Good faith on all sides is fundamental to successful executive recruitment. In every aspect of every recruitment, Columbia ltd operates in good faith and, respectfully, insists on the same in return.

We encourage as much transparency and public engagement as possible. That said, candidate confidentiality is protected by law throughout the hiring process in almost all cases. Columbia ltd obeys all laws pertaining to hiring, open meetings, and public records in every state we operate, including those pertaining to executive or closed sessions, which are essential to effective, competitive recruitment. Last, we respect and support the council-manager form of government, and the constitutional and statutory provisions and home-rule charters that control the local governments we serve.

Reopening the Recruitment

It is extremely rare for the recruitment process either not to produce a successful pool of qualified candidates or not to reach agreement with the Preferred Candidate or an alternate from the Finalist Interview Process. In the unlikely event that this occurs, Columbia ltd would meet with you to discuss all alternatives, as well as the reasons, if any, for this outcome. Presuming that both sides made a diligent, good-faith effort in the first recruitment, and if both sides reasonably agree, Columbia ltd would then reopen the recruitment one additional time, conducting the second recruitment at no additional professional fee, beyond limited expenses, which will be discussed with you in advance.

Diversity, Equity, and Inclusion

Columbia ltd is committed to diversity, equity, and inclusion in all aspects of every recruitment — without exception.

Columbia ltd does not discriminate on the basis of race, national origin, ethnicity, color, gender, gender identity, sex, sexual orientation, religion, creed, disability, marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments in every state we operate.

More to the point, we are committed to the development of a diverse, equitable, and inclusive workforce and do our best to help all of our clients achieve those goals. A diverse workforce starts with the Candidate Profile and the candidate pool. We go beyond conventional recruitment tools and use the Professional Diversity Network (and its eight affinity sites) and other tools to construct as diverse, inclusive, and equitable a candidate pool as possible. We ask our clients to consider unconscious bias before and during the Recommendation of Candidates meeting, and encourage the use of bias-awareness training as part of every Finalist Interview Process.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Andrew Gorgey. At the time of some of these recruitments, Columbia ltd contracted with a California-based executive recruiting firm, who had the client contract with each agency. That said, Andrew Gorgey was the lead recruiter in all of the recruitments listed below.

Parks & Recreation (select):

Cosumnes Community Services District, Elk Grove, CA – Chief Administrative Officer (2019), Administrator of Parks & Recreation and Fire Chief (both in 2020), and Human Resources Director (2021)

General Manager Joshua Green
(916) 405-7150, JoshuaGreen@yourcsd.com

Western Eagle County (Colorado) Metropolitan Recreation District (n.k.a. Mountain Recreation) – Executive Director (2017)

Liz Jones, Board President
(970) 274-1278, LJones@MountainRec.org
Janet Bartnik, Executive Director
(970) 688-7335, JBartnik@MountainRec.org
Mike McCormack, Board Member
(970) 777-8888, MikeMac@MountainRec.org

City of Cortez, CO – City Manager (2021); Parks & Recreation Director and Public Works Director (both in 2021-22); City Attorney (Kickoff Feb. 23, 2022)

City Manager Drew Sanders
(970) 564-4008, city.manager@cityofcortez.com

Washington State (select):

City of Kent, WA – Finance Director and Human Resources Director (both in 2019)

Derek Matheson, Chief Administrative Officer
(253) 856-5700, DMatheson@kentwa.gov
Teri Smith, Director of Human Resources
(253) 856-5276, TSmith@kentwa.gov
Natalie Winecka, Deputy Director of Human Resources
(253) 856-5282, NWinecka@kentwa.gov

City of Bothell, WA – (Seven positions in three years) Fire Chief, Assistant City Manager, Human Resources Director (all in 2017); Community Development Director, Parks and Recreation Director, Economic Development Manager, and Finance Director (all in 2018)

Human Resources Director Mathew Pruitt
(425) 806-6200, mathew.pruitt@bothellwa.gov



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 03-22-2022

Subject: SR9/SR204 RAB GATEWAY SIGN BASE CONSTRUCTION AGREEMENT - WSDOT

Contact	Ryan Wietholter, P.E./Public Works	Budget	\$18,941
Person/Department:		Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Motion to authorize the Mayor to sign the construction agreement with WSDOT for construction of a gateway sign at SR 9/SR 204. The construction agreement allows the City to reimburse WSDOT for the gateway sign base.

SUMMARY/BACKGROUND: Requesting City approval for WSDOT to add a concrete gateway sign base to a future roundabout at SR 9/SR 204 as part of the SR 9/SR 204 Intersection Improvements Project. The City will source and install the sign that mounts to the base as a separate contract. The total cost estimate for construction of the City's gateway sign base is \$18,941. The gateway sign base is estimated to go out to bid by WSDOT in March 2022.

APPLICABLE CITY POLICIES: Lake Stevens Beautification Plan

BUDGET IMPACT: \$18,941

ATTACHMENTS:

- Exhibit A: GCB 3394 Construction Agreement SR 9/SR 204 Intersection Improvements Project

GCB 3394
Construction Agreement
SR 9/SR 204 Intersection Improvements Project
City of Lake Stevens' Added Work

This Agreement is entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Lake Stevens, Washington, hereinafter the "City," collectively the "Parties" and individually the "Party."

RECITALS

1. WSDOT will carry out the SR 9/SR 204 Intersection Improvements Project, hereinafter the "Project," by adding a two-lane roundabout at the intersection of SR 9 and SR 204. The Project will also add a roundabout at the intersections of SR 9/Vernon Rd, at Vernon Rd/91st Ave NE, and at N Davies Rd/Vernon Rd. Other Project work includes, but is not limited to, storm drainage, public transit stops, pedestrian crossings with flashing beacons, sidewalks, and landscaping.
2. The City proposes to add work to the Project, hereinafter "City's Added Work," for construction of a foundation/wall for a gateway sign welcoming drivers to the City of Lake Stevens, which will be located in the new SR 9/SR 204 two-lane roundabout, as shown in Exhibit A. The City's Added Work includes, but is not limited to, building a foundation/wall for the gateway sign and installation.
3. The City is funding one hundred percent (100%) of the Plans, Specifications and Estimates for the City's Added Work, hereinafter the "City's PS&E."
4. The City is funding one hundred percent (100%) of the construction cost of the City's Added Work, as shown in Exhibit B. Part of the total construction cost is construction engineering, which includes construction administration and contract management carried out by WSDOT for the City's Added Work, hereinafter "WSDOT Construction Management."
5. WSDOT and the City wish to define the responsibilities of each Party in regard to the City's Added Work.

NOW, THEREFORE, pursuant to RCW 47.28.140 and/or Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A and Exhibit B that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PROJECT CONTRACT

- 1.1 The City's Added Work shall be constructed in accordance with the final City's PS&E and consistent with the terms of this Agreement. Any changes to the final City's PS&E must be approved by the City in writing, which includes communication by email.
- 1.2 WSDOT shall assemble the final City's PS&E for the City's Added Work and WSDOT's PS&E for WSDOT's Project improvements to produce a combined advertisement ready (Ad-ready) PS&E. The combined Ad-ready PS&E and any addenda shall be incorporated into the executed Project contract, hereinafter the "Contract." The Contract and any addenda are by this reference made a part of this Agreement as if fully attached and incorporated herein.

1.3 Project Managers

1.3.1 The Parties designate the following Project Managers for this Agreement:

City of Lake Stevens	Washington State Department of Transportation
Aaron Halverson Interim Public Works Director City of Lake Stevens 1812 Main Street PO Box 257 Lake Stevens, WA 98258 425.622.9441 ahalverson@lakestevenswa.gov .	Amelia Scharrer, P.E. Project Engineer Washington State Dept. of Transportation Northwest Region 9021 El Capitan Way Everett, WA 98208 425.225.8799 ScharrA@wsdot.wa.gov

1.3.2 A Party may designate an alternative Project Manager by notifying the other Party in writing, which includes communication by email.

2. BID, AWARD, AND COST ADJUSTMENTS

- 2.1 WSDOT shall provide the City with written notification of the bid price for the City's Added Work. The City shall have five (5) working days from the date of written notification to provide WSDOT with written approval of the bid price for the City's Added Work, or request the City's Added Work be deleted from the Project. The City may request an extension of time in writing, provided that WSDOT receives the written request not later than five (5) working days after the City has received written notification. WSDOT shall provide a written response indicating the number of working days extended, the number of days shall not be any less than five (5). Written communication includes communication by email.
- 2.2 The City acknowledges that if it fails to provide WSDOT with written approval of the bid price for the City's Added Work or fails to request that the City's Added Work be deleted from the Project within ten (10) working days of notification, or within ten (10) working

days and an approved extension of time given pursuant to Section 2.1, WSDOT shall delete the City's Added Work from the Project. In this event, the City agrees to reimburse WSDOT for all costs incurred by WSDOT associated with the initial advertisement of the Contract. The City understands that deleting the City's Added Work from the Project may require an equitable adjustment to the Contract and agrees to reimburse WSDOT for costs associated with the equitable adjustment.

- 2.3 If the City approves the bid price for the City's Added Work and WSDOT does not award the Contract, but thereafter WSDOT re-advertises the Project for bids, WSDOT agrees to pay for the cost to re-advertise the Project. The City agrees that WSDOT is not responsible for increased bid prices and/or delay to the City's Added Work or for other impacts to the City resulting from re-advertising the Project.
- 2.4 If the City approves the bid price for the City's Added Work and WSDOT does not award the Contract, and thereafter WSDOT does not re-advertise the Project for bids, then this Agreement shall terminate. The City agrees that WSDOT is not responsible for potential increased costs for the City's Added Work, delay to the City's Added Work, or other impacts to the City resulting from not awarding the Project. WSDOT agrees to provide the City with all plans, specifications, drawings and engineer's estimates for the City's Added Work at no cost to the City in a native file format.

3. WSDOT RESPONSIBILITIES

- 3.1 WSDOT, on behalf of the City, shall act as Contracting Agency for the Project and agrees to perform WSDOT Construction Management of the City's Added Work, which includes:
 - 3.1.1 WSDOT shall conduct the advertising and award of the Contract and shall manage the Contract in accordance with its terms, which includes, but is not limited to, payments to the contractor, payment of change orders, final contract acceptance, and auditing, unless stated otherwise herein.
 - 3.1.2 WSDOT shall provide all necessary services and tools for administering the Contract, which includes, but is not limited to, field inspection, materials testing, and office engineering, and shall ensure that the City's Added Work is constructed in accordance with the Contract and the terms of this Agreement.
- 3.2 WSDOT shall maintain construction documentation in accordance with provisions of the Washington State Department of Transportation *Construction Manual M 41-01*, current edition, and amendments thereto, hereinafter "*Construction Manual M 41-01*."
- 3.3 WSDOT shall send monthly invoices to the City seeking reimbursement of WSDOT's direct payments to the contractor based on actual work performed by the contractor for the City's Added Work, and WSDOT's direct and indirect costs associated with WSDOT Construction Management of City's Added Work. WSDOT shall send monthly invoices

to the City seeking reimbursement for WSDOT Construction Management based on actual work performed by WSDOT for the City's Added Work.

- 3.4 WSDOT shall coordinate with the City to determine the need for, and frequency of, meetings concerning the City's Added Work.
- 3.5 WSDOT shall provide written monthly progress reports to the City, regarding, at a minimum, City's Added Work status, current and projected schedules, current and projected construction costs including change orders to date and current and projected costs for WSDOT Construction Management. The City's Project Manager and WSDOT's Project Manager shall establish guidelines and/or formats for providing this information to the City. The costs to prepare these reports shall be included as a construction administration expense.
- 3.6 WSDOT shall secure, and be responsible for the compliance during construction with, environmental permits and approvals needed for the City's Added Work.
- 3.7 WSDOT shall develop and execute a plan to communicate to the public any construction impact resulting from the City's Added Work. The City shall review and approve WSDOT's communication plan prior to execution.

4. CITY RESPONSIBILITIES

- 4.1 The City shall be responsible for all costs of the City's Added Work. The City further agrees that WSDOT shall have no liability or responsibility for payment of any or all contractor and/or subcontractor costs for the City's Added Work, including material costs, required and elective change orders costs, and costs associated with contractor claims and/or delays attributable to failure of performance by the City.
- 4.2 The City may inspect the City's Added Work at the City's sole expense. The City's Project Manager shall be allowed to freely consult with and inquire of WSDOT's Project Manager, and attend all meetings and have access to all documentation as to matters concerning the City's Added Work. The City agrees not to provide direction to the contractor. All formal contact between the City's Project Manager and the contractor shall be through WSDOT's Project Manager. Any City monitoring and/or inspection of the City's Added Work shall not relieve WSDOT of its duty and responsibility to perform WSDOT Construction Management.
- 4.3 The City shall review applications for City permits made by WSDOT and/or the contractor in an expedited manner as needed to ensure timely Project delivery of the City's Added Work.

5. CHANGE ORDERS - CONTRACT CHANGES

- 5.1 The City authorizes WSDOT to initiate, document, and perform negotiations with the contractor, provide approval recommendations and to execute all change orders for the

City's Added Work in compliance with Section 5. WSDOT shall prepare change orders with supporting documentation and data in accordance with the Contract. WSDOT's Project Manager shall prepare all change orders for the City's Added Work with written concurrence of the City's Project Manager. WSDOT shall notify the City of errors or omissions in the Contract concerning the City's Added Work as soon as reasonably practical.

- 5.2 Change orders for the City's Added Work are defined in accordance with the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10*, current edition, and amendments thereto, hereinafter "*Standard Specifications M 41-10*."
- 5.3 Change order process and execution shall be in accordance with the Contract and with Chapter 1 of *Construction Manual M 41-01*, unless otherwise provided herein.
- 5.4 The City shall review and provide written approval or rejection to WSDOT of all proposed change orders for the City's Added Work. The City's written approval or rejection may be in the form of an email, which approval shall not be unreasonably withheld.
- 5.5 Required change orders to the City's Added Work are change orders to the Contract that involve: a) Changes in the work, work methods, working days, or quantities as necessary to satisfactorily complete the City's Added Work, and/or b) mitigating an emergency and/or safety threat to the traveling public. All other change orders shall be considered elective.
- 5.6 WSDOT reserves the right, when necessary due to emergency or safety threat to the traveling public, as solely determined by WSDOT, to direct the contractor to proceed with work associated with a required change prior to the City's approval of the change order. For any change order that is required as a result of emergency or other cause beyond the reasonable control of either Party, WSDOT and the City shall cooperate to equitably allocate the amount of the change order based upon the impacts to the cost of their respective work.
- 5.7 At the City's sole expense, the City may request additions or modifications to the Contract (elective change orders for the City's Added Work) through WSDOT. WSDOT shall comply with the requested change provided that the change complies with *Standard Specifications M 41-10*, *Construction Manual M 41-01*, City's Added Work permits, state and/or federal law and applicable rules and/or regulations and/or design policies. WSDOT shall review and approve all change orders requested by the City, provided that WSDOT may reasonably object to any such change order if such change order materially diminishes the safety of the City's Added Work, adversely impacts the critical path of the Project, adversely impacts the quality of the improvements depicted in the Contract or is inconsistent with the terms of the Contract. WSDOT shall issue a written approval or objection to the change order within ten (10) working days of receipt of the change order. If WSDOT does not issue a written notice of approval or objection to the change order

within the ten (10) working day review period, then the change order shall be deemed to be approved by WSDOT. In the event of an objection the City and WSDOT shall meet within five (5) working days to resolve such objection in a manner mutually acceptable to the Parties.

- 5.8 The City and WSDOT shall make every effort to expedite each approval and the Parties understand that any delays associated with the City's and/or WSDOT's approval of a change order may cause increases in the City's Added Work cost, as well as increases in the cost of WSDOT Construction Management. Each Party shall be responsible for any additional costs attributable to that Party's delay in the change order process.

6. PAYMENT

- 6.1 The total cost estimate for construction of the City's Added Work is Eighteen Thousand Nine Hundred Forty One Dollars (\$18,941), as shown in Exhibit B. However, the City shall reimburse WSDOT for one hundred percent (100%) of the actual direct and related indirect costs of construction of the City's Added Work, including WSDOT's direct and indirect costs associated with WSDOT Construction Management of City's Added Work.
- 6.2 The City agrees to pay WSDOT within thirty (30) calendar days after receipt of WSDOT's detailed monthly invoice, except for final payment which must be paid within forty-five (45) calendar days after receipt of the final invoice. Partial payments by the City are not to be more frequent than one (1) per month. The City's Project Manager and WSDOT's Project Manager shall establish guidelines for processing payment requests.
- 6.3 Should any of the invoiced amounts be in dispute, the City agrees to pay all undisputed amounts to WSDOT in accordance with Section 6.2. Disputed amounts that cannot be resolved by informal negotiation shall be resolved pursuant to Section 14.5.
- 6.4 The City warrants that it has set aside sufficient funds to fund this Agreement in its entirety, including the amount for a Contingency as provided in Section 7.

7. CONTINGENCY

- 7.1 The City agrees to a Contingency of twenty-five (25) percent of the total construction cost estimate for the City's Added Work, in the amount of Four Thousand Seven Hundred Thirty Five Dollars (\$4,735). This Contingency shall cover any cost overruns for construction, WSDOT Construction Management, and/or an accepted bid that exceeds the total construction cost estimate for the City's Added Work.
- 7.2 In the event of a cost increase that is more than twenty-five (25) percent above the total construction cost estimate for the City's Added Work, the Parties may, if they mutually agree, negotiate a written Amendment to this Agreement pursuant to Section 14.1 to address said increase.

8. AGREEMENT MANAGERS

- 8.1 For all communications regarding this Agreement the Parties designate the following representatives:

City of Lake Stevens	Washington State Department of Transportation
Aaron Halverson Interim Public Works Director City of Lake Stevens 1812 Main Street PO Box 257 Lake Stevens, WA 98258 425.622.9444 ahalverson@lakestevenswa.gov .	Kyengo Ndile, P.E. Project Engineer Washington State Dept. of Transportation 15700 Dayton Avenue North PO Box 330310 Seattle, WA 98133 206.440.4272 NdileK@wsdot.wa.gov

- 8.2 A Party may designate an alternative representative by notifying the other Party in writing, which includes communication by email.

9. RIGHT OF ENTRY

- 9.1 The City hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon City property for purposes of carrying out WSDOT's responsibilities under this Agreement, subject to City permit requirements, if any.
- 9.2 WSDOT hereby grants to the City and its authorized agents and employees a right of entry upon WSDOT SR 9 and SR 204 right of way for purposes of fulfilling the City's responsibilities under this Agreement, subject to prior approval from the WSDOT Project Manager, which includes communication by email.

10. INSPECTION AND ACCEPTANCE

- 10.1 Upon satisfactory completion of the City's Added Work by the contractor and receipt of a notice of physical completion of the City's Added Work, WSDOT shall notify the City. WSDOT and the City shall conduct a joint final inspection of the City's Added Work. WSDOT agrees to document the outcome of the final inspection in writing to the City. If the City concurs that the City's Added Work has been completed according to the Contract and any approved change orders, the City shall deliver a letter of acceptance to WSDOT's Project Manager that shall include a release of WSDOT from all future claims and demands by the City associated with the City's Added Work, except those, if any, resulting from the negligent performance of WSDOT Construction Management under this Agreement.

- 10.2 If a letter of the City's acceptance of the City's Added Work is not received by WSDOT within sixty (60) calendar days following the City's receipt of the notice of physical completion of the City's Added Work, the City's Added Work and WSDOT Construction Management shall be considered accepted by the City and WSDOT shall be released from all future claims or demands, except those, if any, resulting from the negligent performance of WSDOT Construction Management under this Agreement.
- 10.3 The City may withhold its acceptance of the City's Added Work and/or WSDOT Construction Management by submitting written notification to WSDOT within sixty (60) calendar days following the City's receipt of the notice of physical completion of the City's Added Work. The City's notification shall include its reason(s) for withholding acceptance. The Parties shall then work together to resolve the outstanding issues identified in the City's notification. Upon resolution of the outstanding issues, the City shall promptly deliver its letter of acceptance to WSDOT.

11. CLAIMS

- 11.1 Contractor Claims for Additional Payment: In the event the contractor makes a claim for additional payment associated with the City's Added Work, WSDOT shall immediately notify the City of such claim. WSDOT shall provide a written recommendation to the City regarding resolution of the contractor claim. The Parties shall cooperate and coordinate regarding WSDOT's management of the contractor claim. The City shall cooperate with WSDOT's defense of the claim. Except as otherwise provided under this Agreement, the City shall reimburse WSDOT for costs incurred in WSDOT's defense of the claim, including reasonable attorney's fees and litigations expenses, and shall be responsible for all additional payments to the contractor.
- 11.2 Third Party Claims for Damages Post City's Added Work Acceptance: After the City's Added Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs because of the City's Added Work located on City or WSDOT-owned property and/or right of way, the Party owning the property and/or right of way shall defend such claims and hold harmless the other Party, and the other Party shall not be obligated to pay any such claim or the cost of defense, subject always to the terms and conditions of Section 14.4 herein. Nothing in this section, however, shall remove from the Parties any responsibilities defined by the current laws of the State of Washington or from any liabilities for damages caused by the Party's own negligent acts or omissions. The provisions of this section shall survive the termination of this Agreement.

12. DAMAGE TO THE CITY'S ADDED WORK DURING CONSTRUCTION

- 12.1 The City authorizes WSDOT to direct the contractor to repair damage caused by a third party to the City's Added Work during construction. For purposes of Section 12, a third party is neither WSDOT nor the contractor or any of its subcontractors, consultants or suppliers.

- 12.2 The City agrees to be responsible for all costs associated with said third party damage and for collecting such costs from the third party.
- 12.3 WSDOT shall document said third party damage by required change order and cooperate with the City in identifying, if possible, the third party. WSDOT shall also separately document and invoice the City for WSDOT's costs associated with third party damage.

13. TERMINATION

- 13.1 This Agreement shall be terminated upon (a) completion of WSDOT Construction Management under this Agreement, (b) final inspection and acceptance of the contractor's work by the City and WSDOT pursuant to Section 10, (c) final payment for WSDOT Construction Management, and (d) final payment, if any, for costs and/or fees as otherwise provided in this Agreement.
- 13.2 This Agreement may be terminated if both Parties agree, in writing, to terminate the Agreement by those authorized to bind each Party.
- 13.3 If any of the funding allocated for the City's Added Work is withdrawn after the execution of this Agreement, the City may, at its sole discretion, a) give written notice to WSDOT that the City's Added Work shall continue within a narrowed Scope of Work approved by both Parties, or b) give written notice to WSDOT that the City's participation in the Project shall terminate. If the City gives WSDOT a written notice of termination pursuant to this section then this Agreement shall terminate ten (10) calendar days from the day WSDOT receives the notice or upon final payment for Project work undertaken *prior* to WSDOT's receipt of the City's notice of termination, whichever is later.
- 13.4 If any of the funding allocated for the Project is withdrawn after execution of this Agreement, WSDOT may, at its sole discretion, a) give written notice to the City that the City's Added Work shall continue within a narrowed Scope of Work approved by both Parties, or b) give written notice to the City that the City's Added Work participation in the Project shall terminate. If WSDOT gives the City a written notice of termination pursuant to this section then this Agreement shall terminate ten (10) calendar days from the day the City receives the notice or upon final payment for Project work undertaken *prior* to the City's receipt of WSDOT's notice of termination, whichever is later.
- 13.5 Except as otherwise provided herein, a termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

14. GENERAL PROVISIONS

- 14.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

- 14.2 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date of the execution of this Agreement.
- 14.3 Independent Contractor: The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.
- 14.4 Indemnification and Waiver: Unless a claim falls within the provisions of Section 11.2, of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents.

The Parties agree that their obligations under this section, and Section 11.2., extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This indemnification and waiver shall survive the termination of this Agreement.

- 14.5 Disputes: The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 14.5.1 through 14.5.4 shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

14.5.1 The Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to, this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

- 14.5.2 A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 14.5.4. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- 14.5.3 In the event the Representatives cannot resolve the dispute or issue, the City's Mayor, and WSDOT's Northwest Regional Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- 14.5.4 In the event the City's Mayor and WSDOT's Northwest Regional Administrator, or their respective designees, cannot resolve the dispute or issue, the City and WSDOT shall each appoint a member to a dispute board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.
- 14.6 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 14.7 Record Retention and Audits Records: All records for work authorized by this Agreement shall be held and kept available for inspection and audit by WSDOT, the City, and the Federal government for a period of six (6) years from the date of termination of this Agreement or date of any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records during normal business hours and as often as it deems necessary. Should a Party require copies of any records from the other Party, the requesting Party agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. The provisions of this section shall survive the termination of this Agreement.
- 14.8 Severability: Should any section, term, or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 14.9 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.
- 14.10 Working Day: Working day means any day other than Saturday, Sunday, or a legal local, state, or federal holiday.

15. Counterpart and Electronic Signature

This Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. The Parties intend to be bound by its electronic or "PDF" signature on this Agreement, are aware that the other Parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Agreement based upon the form of signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

City of Lake Stevens	Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Brett Gailey Mayor	Amir Rasaie Assistant Regional Administrator SnoKing Project Development
Approved as to Form City of Lake Stevens	Approved as to Form Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>
City Attorney	Guy M. Bowman Assistant Attorney General

Exhibit A
GCB 3394

SR 9/SR 204 Intersection Improvements Project
City of Lake Stevens' Gateway Sign Added Work
Page 1 of 3

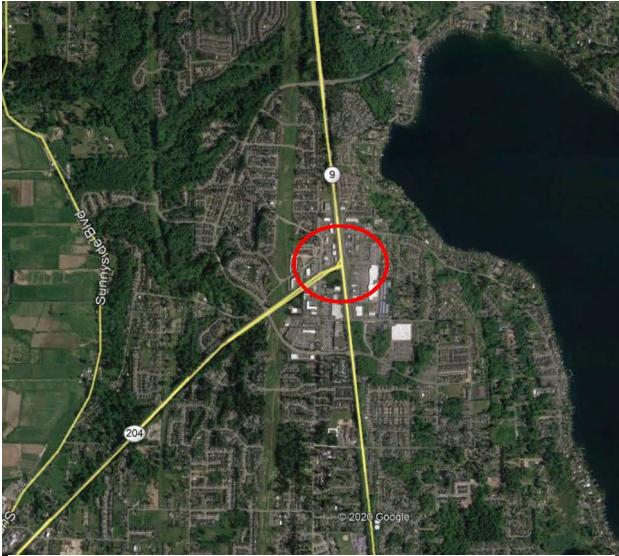


Figure 1: Project Overview Location



Figure 2: Existing SR9/SR204 intersection

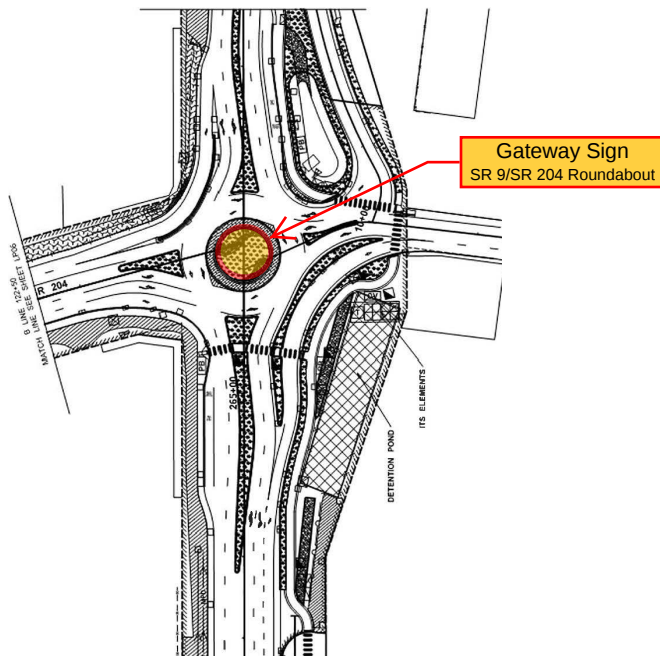


Figure 3: Proposed WSDOT roundabout at SR9/SR204

1/4 Plate Aluminum weight 3.49 lb Per sq ft 10*24 aluminum screw has a holding force in shear of 240 lb

See engineering note attached

Part 1 118" *12.5" weight 38 lb min # of Studs per 240 lbs 3 recommend 10 studs on 24" centers for stability

Part 2 126"*10.5" weight 32 lb min of 3 studs per 240 lb recommend 10 studs on 24" centers for stability

Part 3 typical Perforated sheet est weight 25 lb recommend 6 studs per sale

see suggested location for pins

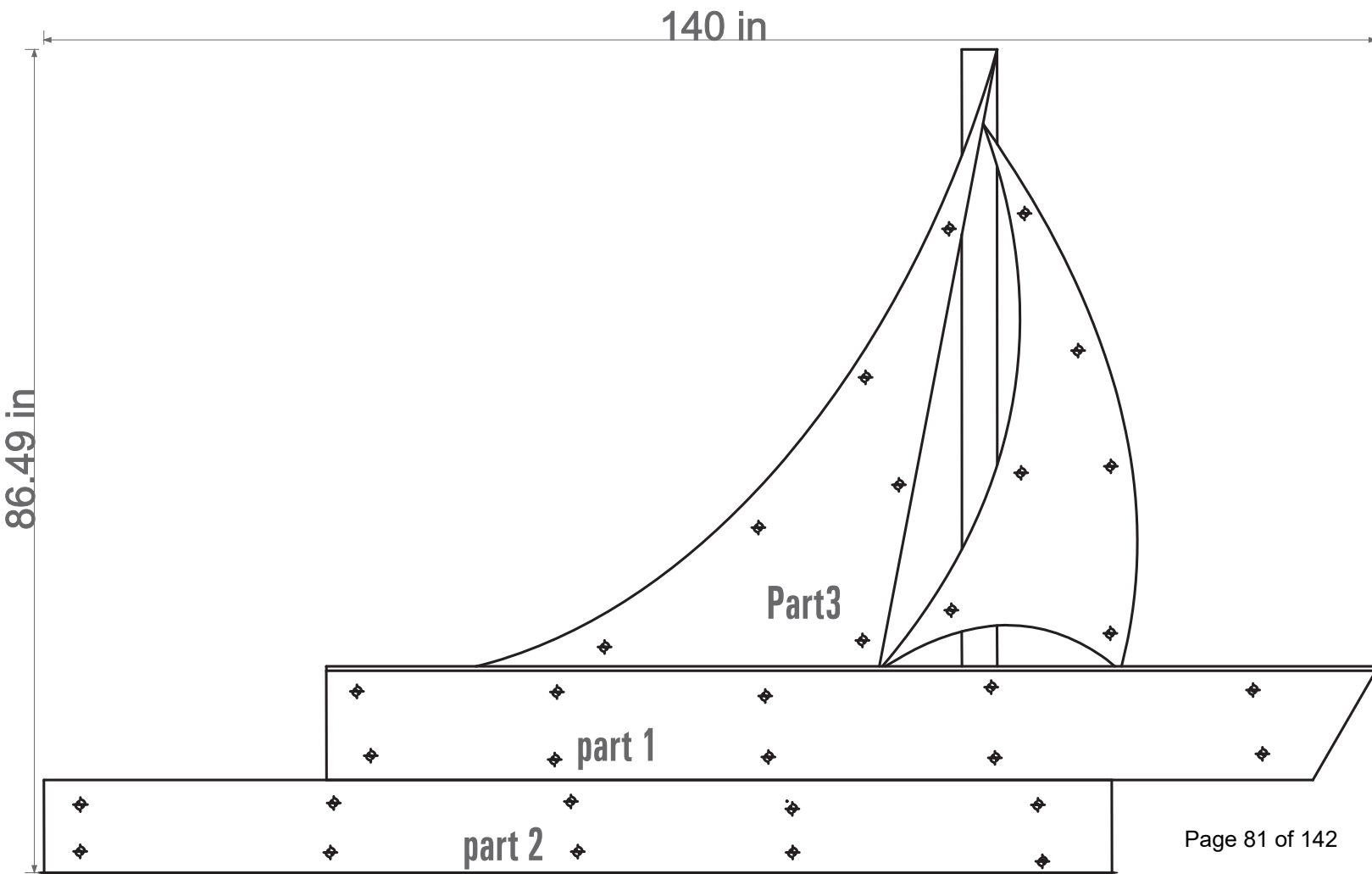
Pin installation Blind Stud 2" 10*24 stud 1" penetration minimum

Exhibit A

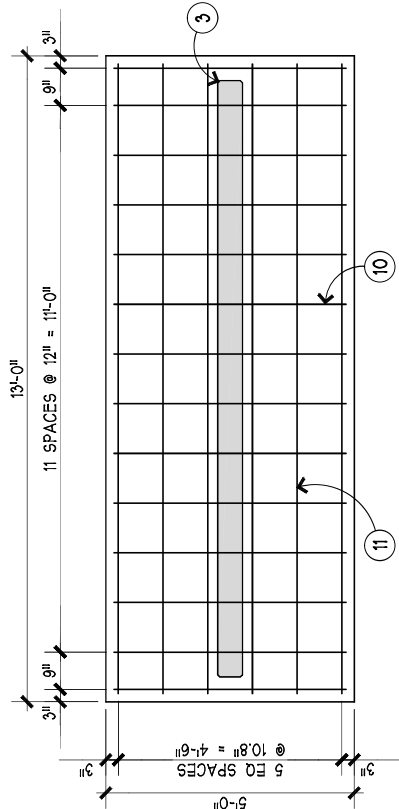
GCB 3394

Page 2 of 3

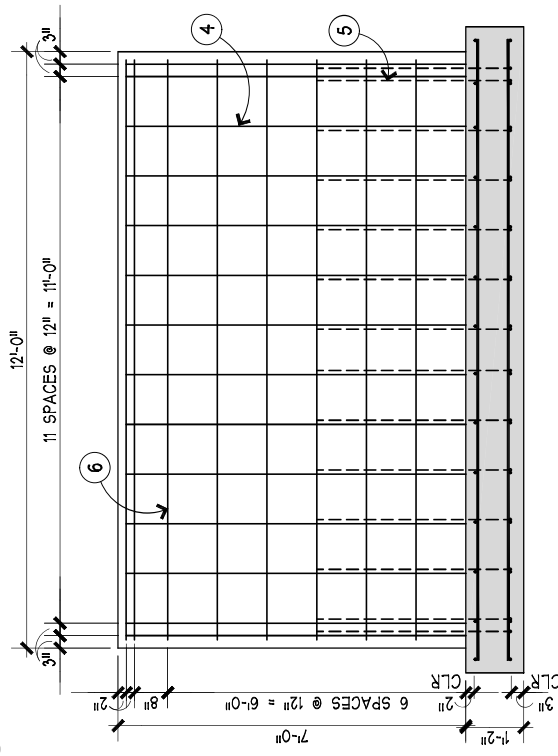
LAKE STEVENS



T.29N. R.5E. W.M.



1 SIGNAGE WALL FOUNDATION PLAN

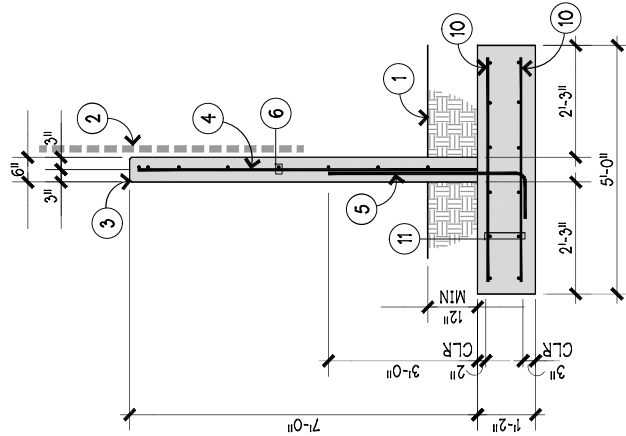


3 SIGNAGE WALL ELEVATION

PLAN KEYNOTES

1. FINISHED GRADE AROUND SIGN WALL.
2. METAL SIGNAGE BY OTHERS.
3. PROVIDE 1/2" CHAMFER ALONG ALL EDGES OF THE TOP AND SIDES OF THE SIGN WALL.
4. #4 VERT TO BE PLACED @ THE CENTER OF THE WALL. SEE 3/S1 FOR SPACING.
5. #4 FTG TO WALL DOWEL AT EA VERT. SEE 2/S1 FOR PLACEMENT.
6. #4 HORIZ TO BE PLACED ON THE SIDE OF THE WALL SUPPORTING THE METAL SIGN.
7. DOWEL & VERT REINF TO BE PLACED IN LINE DOWN THE LENGTH OF THE WALL AT THE CENTER OF THE WALL.
8. FTG TO WALL DOWEL.
9. VERT WALL REINF.
10. #4 TRANSVERSE TOP & BOT. PLACE 3" CLR FROM BOT OF FTG AND 2" CLR FROM TOP OF FTG.
11. #4 LONGITUDINAL TOP & BOT. PLACE BELOW TOP TRANS BARS AND ABOVE BOT TRANS BARS.

2 TYP FTG DOWEL
PLACEMENT DETAIL



4 WALL SECTION

MATERIALS

CONCRETE CLASS 4000
ST. REINFORCING BAR

Exhibit A
GCB 3394
Page 3 of 3



FILE NAME	4:54:17 PM	REVISION	DATE	BY
TIME	09-27-2021	10	WASH	
DATE				
DESIGNED BY	C. ALAN			
ENTERED BY	D. KOSNIK			
CHECKED BY	DK			
PROJ. ENGR.	K. NOBLE			
REGIONAL ADM.	M. COTTEN			
FED/AD PROJ.NO.		LOCATION NO.		



Kosnik Engineering
10605 18TH AVE SE, SUITE B
EVERETT, WA 98203
PH: (425) 357-9900
e-mail: dan@kosnik.com



PLAN REF NO CGS01	SR 204 INTERSECTION IMPROVEMENTS
SHEET 295	CITY GATEWAY SIGNING PLAN
366	
SHEETS	

Exhibit B GCB 3394 Cost Estimate Page 1 of 1

STD ITEM NO	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
0310	ROADWAY EXC. INCL. HAUL	C.Y.	3	\$150.00	\$450
4202	CONC. CLESS 4000 FOR SIGN FOUNDATION	C.Y.	7	\$1,400.00	\$9,800
7020	ST REINF. BAR	LB	500	\$3.00	\$1,500
SUB-TOTAL					\$11,750
MOBILIZATION				10%	\$1,175
SUB-TOTAL					\$12,925
DESCRIPTION				PERCENT	COST
SALES TAX				9%	\$1,163
SUB-TOTAL					\$14,088
CONTINGENCIES				4%	\$564
CONSTRUCTION ENGINEERING				15%	\$2,113
SUT-TOTAL					\$16,765
INDIRECT COST				12.98%	\$2,176
TOTAL					\$18,941

ASSUMPTIONS

1. TRAFFIC CONTROL & EROSION CONTROL AND WATER POLLUTION CONTROL COST ARE PART OF wsdot COST
2. WSDOT PRELIMINARY ENGINEERING COST IS CONSIDERED MINIMAL AND NOT INCLUDED.

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/22/2022

Subject: Revised Distribution of Vessel Registration Fee Agreement

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: Receive Funds

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign the Revised Distribution of Vessel Registration Fee Agreement

SUMMARY/BACKGROUND:

The Washington State Department of Licensing (DOL) collects vessel registration fees on an annual basis. After it retains the first 1.1 million dollars, the remainder is disbursed to Washington counties that have approved boating safety programs.

Lake Stevens receives funds from Snohomish County for the approved boating safety program. Between March 1, 2022 and February 28, 2025, Snohomish County agrees that within seventy-five days of an annual allocation from the state treasurer of vessel registration fee distributions, it shall deliver to Lake Stevens a treasurer's check equal to ten percent of the vessel registration fee distribution received by the County. Snohomish County and Lake Stevens agree that seven percent represents full payment of an equitable share.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2022-2025 Lake Stevens Distribution Agreement_Contract

**DISTRIBUTION OF VESSEL REGISTRATION FEE AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS**

This Distribution of Vessel Registration Fee Agreement ("Agreement"), is entered into by and between Snohomish County, a political subdivision of the State of Washington ("County"), and the City of Lake Stevens, a municipal corporation of the State of Washington ("Lake Stevens").

WITNESSETH THAT:

WHEREAS, pursuant to RCW 88.02.650, the Washington State Department of Licensing (DOL) collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what is collected and then distributes the remainder to Washington counties that have approved boating safety programs; and

WHEREAS, pursuant to WAC 352-65-050(2), the legislative authority of each county with an approved boating safety program is responsible for equitably distributing funds allocated by the state treasurer between local jurisdictions in compliance with the requirements of chapter 352-65 WAC; and

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the county and receive and maintain state park's approval for their boating safety program; and

WHEREAS, pursuant to WAC 352-65-050, the County must make the equitable distribution to all eligible jurisdictions within seventy-five days of the allocation from the state treasurer and notify state parks of the amount distributed to each eligible local jurisdiction; and

WHEREAS, the County has an approved boating safety program; and

WHEREAS, the County receives an annual allocation of vessel registration fees; and

WHEREAS, Lake Stevens has received and will maintain state parks' approval for its boating safety program and is eligible to receive an equitable share of the vessel registration fees upon execution of a cooperative agreement with the County; and

WHEREAS, the County and Lake Stevens desire to enter into a cooperative agreement,

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. Term. The term of this Agreement shall be for one year, commencing on March 1, 2022, and continuing through February 28, 2025.
2. County Obligations. The County agrees that within seventy-five (75) days of the allocation from the state treasurer of vessel registration fee distributions the County shall deliver to Lake Stevens a treasurer's check equal to ten percent (10%) of the vessel registration fee distribution received by the County. The parties agree that ten percent (10%) represents full payment of Lake Stevens' equitable share.
3. Lake Stevens Obligations.
 - a. Lake Stevens agrees to use the funds made available under this Agreement only for boating safety purposes as identified in WAC 352-65-040. Lake Stevens further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to supplant existing boating safety funding.
 - b. Lake Stevens certifies it will operate its boating safety programs throughout the term of this Agreement in compliance with the state's program requirements and will comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this Agreement.
 - c. Lake Stevens agrees to submit an annual report of activities performed and participate in statewide boating surveys as required by state parks.
4. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington. The parties stipulate that the venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.
5. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
6. Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express prior written consent of the other party, which may be granted or withheld in such party's sole discretion.
7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supercedes all prior oral or written agreements between the parties regarding the subject matter contained herein. No changes or additions shall be made to this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this agreement.

IN WITNESS WHEREOF the parties execute this Agreement this day of _____ 2022.

SNOHOMISH COUNTY

CITY OF LAKE STEVENS

County Executive

Mayor

RECOMMENDED FOR APPROVAL:

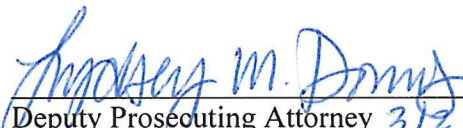
ATTEST:

Sheriff

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Deputy Prosecuting Attorney 3/2/2022

City Attorney

County Risk Manager

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/22/2022

Subject: Ratification of 2022 Comprehensive Plan Docket

Contact Person/Department: David Levitan, Community Development

Budget Impact: None. Planning and Community Development has adequate staffing and budget to complete the items included on the proposed docket.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Review the Planning Commission's recommendation for the proposed 2022 Comprehensive Plan Docket, which includes text amendment proposals T-1 through T-7 and map amendment proposals M-1 and M-3.
2. Set the 2022 Comprehensive Plan Docket by adopting Resolution 2022-02.

SUMMARY/BACKGROUND:

Under the Growth Management Act, the city can amend its Comprehensive Plan and Future Land Use Map, with a few exceptions, through an annual docket process. The purpose of this public hearing is to provide a list of city-initiated map and text amendments and citizen-initiated map amendments for the Council's consideration in setting the 2022 Comprehensive Plan Docket through Resolution 2022-02 (Attachment 1). The proposed docket includes items identified by the Council for review, technical updates and mandatory updates for some elements, as well as one citizen-initiated map amendment.

The Planning Commission held a public hearing on March 16, 2022, where it reviewed proposals for seven city-initiated text amendments (T-1 – T-7), two citizen-initiated map amendments (M-1 and M-2), and one city-initiated map amendment (M-3). At the conclusion of the public hearing, the Planning Commission voted by a 6-1 margin to recommend that the City Council ratify the 2022 docket to include all proposals except

for map amendment M-2. The Planning Commission agreed with staff that proposal M-2 – which requests a land use change and associated rezone for a vacant parcel on a currently residential cul-de-sac (97th Dr SE) that was assigned a Commercial land use designation as part of the 2019 Comprehensive Plan docket – did not meet the ratification criteria. However, the Commission did agree that the entirety of 97th Dr SE should be analyzed as part of docket proposal M-3 to assess the most appropriate land use and zoning designations. The one nay vote wished to include proposal M-2 in the docket.

Text Amendments Recommended for Docket

T-1 - Chapter 2 - Land Use Element

Update text and maps/figures, city demographics and regional planning efforts, such as the 2044 growth targets, 2021 Buildable Lands Report and Vision 2050.

T-2 - Shoreline Master Program

Minor update to SMP to prohibit multifamily residential development in the Shoreline Residential Environment (Waterfront Residential zone), update nonconforming code section to be consistent with Chapter 14.32 LSMC, and incorporate analysis and potential amendments identified during development of grant-funded User Guide.

T-3 - Chapter 5 – Parks, Recreation and Open Space Element

Amend project and facility descriptions and lists of proposed capital improvements and other minor updates as needed.

T-4 - Chapter 7 - Public Services and Utilities Element

Incorporate analysis from the Hartford/Machias Industrial Area Infrastructure Analysis and other minor updates.

T-5 - Chapter 9 - Capital Facilities Element

Update the list of park, facility and road projects in Tables 9.1 and 9.2 of the Capital Facilities Element and other components as needed.

T-6 – Administrative Updates

Along with the above-defined text amendments, staff will also include standard administrative amendments including the Cover, Title Page, Table of Contents, Executive Summary, Introduction and Appendices (including SEPA Addenda).

T-7 – 20th St SE Corridor Subarea Plan

Explore potential amendments to permissible uses and other regulations within the subarea plan as the city explores ways to better meet its employment and residential growth targets and accommodate growth and development consistent with the vision identified in the subarea plan.

Map Amendments Recommended for Docket

M-1 - Amend land use designation of two parcels at 10510 and 10520 20th St from High Density Residential to Commercial with concurrent rezone from R8-12 to Commercial (citizen-initiated).

M-3 - Explore potential changes to land use designations within the eastern portion of the 20th St SE Corridor subarea to reassess appropriate land uses along the corridor and explore ways to better accommodate projected population and employment growth targets (city-initiated).

Map Amendments **NOT** Recommended for Docket

M-2 - Amend land use designation of one parcel at 2229 97th Dr SE from Commercial to High Density Residential with concurrent rezone from Commercial District to R8-12 (citizen-initiated).

A staff summary and analysis for each map and text amendment (Attachment 1, Exhibit B) describes how each proposed amendment is or isn't consistent with the ratification criteria. As mentioned above, the Planning Commission reviewed the proposed docket items and recommended that the Council accept the proposed amendments for additional review, with the exception of proposal M-2 (Attachment 1, Exhibit A).

If docketed, city staff will conduct additional analysis based on the merits of the application compared to established review criteria. This review will inform the recommendation by the Planning Commission and action by the City Council. This action is to set the 2022 Docket only and not a recommendation of approval or denial of any amendments.

APPLICABLE CITY POLICIES:

Comprehensive Plan Introduction, Docketing Process (pages I-15 through I-20)

ATTACHMENTS:

1. Attachment 1 - Resolution 2022-02

RESOLUTION 2022-02

A RESOLUTION OF THE CITY OF THE LAKE STEVENS CITY COUNCIL RATIFYING A LIST OF DOCKET ITEMS FOR FURTHER ANALYSIS FOR THE 2022 COMPREHENSIVE PLAN DOCKET.

WHEREAS, the Washington City of Lake Stevens is a City in Snohomish County, Washington, planning under the Growth Management Act; and

WHEREAS, the City of Lake Stevens has established procedures and schedules to update, amend or revise the Comprehensive Plan as required under RCW 36.70A.130(2)(a) no more frequently than once every year; and

WHEREAS, city-initiated text amendments (T-1 – T-7) and map amendments along with associated rezones (M-3) are proposed for inclusion on the 2022 Comprehensive Plan Docket; and

WHEREAS, the city received and considered two citizen-initiated map amendments along with associated rezones (M-1 and M-2); and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on March 16, 2022 to consider the proposed list of docket items, attached hereto as Exhibit B, and all public testimony has been given full consideration and is included in the Planning Commission's recommendation to the City Council; and

WHEREAS, each individual proposal will undergo a full and complete SEPA review per Chapter 197-11 WAC and Chapter 16.04 LSMC during the analysis phase taking into consideration the interrelationship and cumulative effect of all requests as required under the Growth Management Act per Chapter 36.70A RCW.

WHEREAS, the City Council considered all public testimony and the Planning Commission's recommendation (Exhibit A) on the proposed list of docket items listed in Exhibit B on March 22, 2022.

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

Section 1. Requested Action. The Lake Stevens City Council requests the Department of Planning and Community Development analyze the attached list of docket items, prepare reports and present the detailed findings for each item to the Planning Commission and the City Council for action.

Section 2. 2022 Docket. The approved list of proposed items including city-initiated text amendment and procedural amendments (T-1 through T-7), citizen-initiated map amendments to the land use map with associated rezones (M-1), and city-initiated amendments to the land use map with associated rezones (M-3) constitute the 2022 Docket for the City of Lake Stevens and will serve as the only potential Comprehensive Plan changes allowed under RCW 36.70A.130(2)(a) and the City of Lake Stevens Comprehensive Plan.

Section 3. Severability. If any section, sentence, clause or phrase of this resolution should be held 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 resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

PASSED by the City Council of the City of Lake Stevens this 22nd day of March, 2022.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

EXHIBIT A



March 17, 2022

Lake Stevens City Council
1812 Main Street
Lake Stevens, WA 98258

RE: Planning Commission Recommendation on Ratification of 2022 Comprehensive Plan Docket

Commissioners Present: Todd Welch (Chair), Michael Duerr (Vice-Chair), Connor Davis, Janice Huxford, Jennifer Davis, John Cronin, and Linda Hoult

PLANNING COMMISSION PUBLIC HEARING

On March 16, 2022, Planning and Community Development staff presented on the proposed ratification of the 2022 Docket and responded to questions and comments during the Planning Commission's public hearing. Staff discussed the background and overview of the proposed Comprehensive Plan text and map amendments to be considered and analyzed as part of the 2022 Docket. One member of the public provided public testimony in support of citizen-initiated map amendment proposal M-1.

PLANNING COMMISSION FINDINGS AND RECOMMENDATION

Chair Welch made a motion to forward a recommendation to the City Council to ratify the 2022 Comprehensive Plan docket to include text amendments T-1 through T-7 and map amendments M-1 and M-3. Commissioner Duerr seconded, and the motion passed 6-1 (Huxford opposed).

Respectfully Submitted,

Lake Stevens Planning Commission

EXHIBIT B

SUMMARY OF 2022 DOCKET PROPOSALS

RATIFICATION MAPS		
#	NAME	REQUEST
M-1	Citizen-Initiated Map Amendment	Amend land use designation of two parcels at 10510 and 10520 20 th St from High Density Residential to Commercial with concurrent rezone from R8-12 to Commercial District (see map in Exhibit 1).
M-2	Citizen-Initiated Map Amendment	Amend land use designation of one parcel at 2229 97 th Dr SE from Commercial to High Density Residential with concurrent rezone from Commercial District to R8-12 (see map in Exhibit 2).
M-3	City-Initiated Map Amendment	Explore potential changes to land use designations within the eastern portion of the 20 th St SE Corridor subarea to reassess appropriate land uses along the corridor and explore ways to better accommodate projected population and employment growth targets. Associated with Text Amendment proposal T-7 (see map in Exhibit 3).
RATIFICATION TEXT		
#	NAME	REQUEST
T-1	Chapter 2 – Land Use	Update text and maps/figures, city demographics and regional planning efforts, such as the 2044 growth targets, 2021 Buildable Lands Report and Vision 2050.
T-2	Shoreline Master Program	Minor update to SMP to prohibit multifamily residential development in the Shoreline Residential Environment (Waterfront Residential zone), update nonconforming code section to be consistent with LSMC 14.32, and incorporate analysis and potential amendments identified during development of grant-funded User Guide.
T-3	Chapter 5 – Parks, Recreation and Open Space	Amend project and facility descriptions and lists of proposed capital improvements and other minor updates as needed.
T-4	Chapter 7 – Public Services and Utilities	Incorporate analysis from the Hartford/Machias Industrial Area Infrastructure Analysis and other minor updates.
T-5	Chapter – 9 Capital Facilities	Update the list of park, facility and road projects in Tables 9.1 and 9.2 of the Capital Facilities Element and other components as needed.

T-6	Administrative Updates	Along with the above-defined text amendments, staff will also include standard administrative amendments including the Cover, Title Page, Table of Contents, Executive Summary, Introduction and Appendices (including SEPA Addenda).
T-7	20th St SE Corridor Subarea Plan	Explore potential amendments to permissible uses and other regulations within the subarea plan as the city explores ways to better meet its employment and residential growth targets and accommodate growth and development consistent with the vision identified in the subarea plan.

Factors for Consideration, per Comprehensive Plan [Chapter 1: Introduction](#), Revision and Amendments to the Comprehensive Plan Section G (page I-18):

Map Amendments

- *How is the proposed land use designation supported by or consistent with the existing policies of the various elements of the Comprehensive Plan? If it isn't, the development should demonstrate how the change is in the best long-term interest of the city.*
 - Staff has completed an analysis of the three map amendment requests based on the ratification criteria in Section H of Revisions and Amendments to the Comprehensive Plan (page I-20), which are included as Exhibits 1-3 of this attachment. Per the analysis in those exhibits, staff believes that proposals M-1 and M-3 are consistent with the policies of the Comprehensive Plan, while proposal M-2 is not and is better suited to be analyzed as part of the larger area identified in docket proposal M-3.
- *How does the proposed land use designation promote a more desirable land use pattern for the community? If so, a detailed description of the qualities of the proposed land use designation that make the land use pattern for the community more desirable should be provided to enable the Planning Commission and City Council to find that the proposed land use designation is in the community's best interest.*
 - As noted in Exhibit 1, proposal M-1 is located along 20th St SE, an arterial where additional commercial land uses appear appropriate. Per Exhibit 2, proposal M-2 is requesting a site-specific land use map amendment within an area that, while currently residential, has the potential to redevelop with commercial uses in the future, which was the rationale for the area being changed to a Commercial land use designation as part of the 2019 Comprehensive Plan docket. Staff believes that a site-specific amendment in this area does not create a more desirable land use pattern, and is proposing that potential amendments to the land use designation for the entire 97th Dr SE cul-de-sac be included in the area proposed for analysis under docket proposal M-3.
- *What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to ensure compatibility with the uses of other properties in the vicinity?*
 - Staff believes that the area covered by proposal M-1 is appropriate for commercial uses, while proposal M-2 should not be docketed and instead analyzed as part of proposal M-3. If docketed, property owners within proximity of the areas proposed for land use map amendments would be informed of any potential changes, and would receive notice of the public hearing to consider adoption of any ordinance amending the land use designations.

- *Comments received from affected property owners and residents.*
 - Docket proposals M-1 and M-2 are citizen-initiated map amendment proposals, with individual property owners submitting the requested land use designation amendments. If proposal M-3 is docketed, staff will develop a public outreach program to solicit public input.

Text Amendment Ratification Criteria

1. *Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program?*
 - a. The proposed amendments are to existing text in the Comprehensive Plan, Shoreline Master Program, and 20th St SE Corridor Subarea Plan. The City Council, with input from the Waterfront Residential Task Force and Planning Commission, has requested specific amendments to the SMP regarding waterfront residential uses, to provide consistency with existing Comprehensive Plan policies and development regulations. The Council has also requested analysis of infrastructure constraints within the city's industrial areas, which may be incorporated into the Public Services and Utilities Element and Capital Facilities Element. The remainder of the amendments are required to update the list of the capital projects and reflect updated statistics and information as well as recent regional and county planning efforts. The proposed changes are not development regulations but may trigger a review of development regulations to implement.
2. *Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws?*
 - a. Yes, all amendments proposed shall follow an established legal process and criteria.
3. *Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.*
 - a. The proposed text amendments are limited in scope and have not been previously reviewed.
4. *Does the City have the resources, including staff and budget, necessary to review the proposed amendment?*
 - a. The city has adequate staffing and budget to process the proposed amendments.
5. *Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan?*
 - a. Any changes to statistical data will ensure the most up to date information. Updating other references and plans will create internal consistency within the plan. The proposed amendments will correct inconsistencies as they are discovered.
6. *OR All of the following:*
 - a. *The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the Comprehensive Plan; and*
 - i. The proposed amendments aim to serve the public interest by keeping the plan up to date, including development potential within city and UGA boundaries.
 - b. *The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*

- i. The proposed amendments are necessary during this review period to keep the Comprehensive Plan updated with the most recent and accurate information. A more thorough update to the Comprehensive Plan will be completed as part of the 2024 Periodic Update.



2022 Comprehensive Plan Docket Ratification

M-1 – LSBC Map Amendment - Staff Summary Lake Stevens City Council & Planning Commission

City Council Hearing Date: March 22, 2022
Planning Commission Hearing Date: March 16, 2022

SUBJECT: Citizen-initiated map amendment to the Comprehensive Plan and Zoning Map.

Summary	
Location in Comprehensive Plan: Chapter 2 Land Use Element – Figure 2.3 Land Use Map	
Proposed Change(s): Citizen-initiated request to change the land use designation of two (2) parcels totaling approximately 1.38 acres at 10510 and 10520 20 th St SE from High Density Residential to Commercial to allow for the development of a brewery. The applicant also requests a concurrent minor rezone to change the zoning designation of the parcel to Commercial District to allow for residential development.	
Applicant: Lake Stevens Brewing Company	Property Location(s): 10510 and 10520 20 th St SE, Lake Stevens, WA
Existing Land Use Designations	Proposed Land Use Designation
High Density Residential	Commercial
Existing Zoning Districts	Proposed Zoning District
R8-12	Commercial District

ANALYSIS: Annual amendments shall not include significant policy changes inconsistent with the adopted Comprehensive Plan Element Visions and must meet the identified criteria included in Revisions and Amendments to the Comprehensive Plan Section H.

Ratification Review – Decision Criteria	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? Discussion: The proposed land use map change is not designed to implement a development regulation or program.	X	
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? Discussion: The proposed land use map change would be reviewed against the current Comprehensive Plan and applicable state laws related to process and environmental review.	X	
3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.	X	

Discussion: The land use designation for the subject properties has not been changed since the 20th St SE Corridor subarea plan was adopted in 2012. On February 22, the City Council held a briefing on the 2022 docket proposals and indicated preliminary support for docketing this map amendment request as well as taking a wider look at land use designations and permissible uses within the subarea.		
4. Does the City have the resources, including staff and budget, necessary to review the proposed amendment? Discussion: The Growth Management Act and the city's Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function.	X	
5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? OR		X
6. All of the following: a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan? AND Discussion: The city has a projected deficit of employment land over the next twenty years. The proposed amendment would help to address this deficit and meet the following Comprehensive Plan goals and policies: Goal 2.1: Provide sufficient land area to meet the projected needs for housing, employment and public facilities within the City of Lake Stevens. Policy 2.1.1: Accommodate a variety of land uses to support population and employment growth, consistent with the city's responsibilities under the Growth Management Act, Regional Growth Strategy and the Countywide Planning Policies. Policy 2.2.2: Review cumulative changes to residential, commercial, industrial and public land use designations during the annual comprehensive plan cycle to ensure employment and population capacity estimates are being met. Policy 2.1.3: Review land uses in conjunction with updates to the Buildable Lands Report and Growth Monitoring Report to ensure employment and population capacity estimates are being met. The strategy will be used to amend the Plan as necessary to remain consistent with actual development trends.	X	

b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process. Discussion: The city is proposing a wider analysis of land uses and permissible uses within the 20th St SE Corridor in a portion of the subarea that includes this property. However, on February 22 the City Council expressed support for docketing a site-specific map amendment for these individual properties based on its location along 20th St SE and ability to help the city meets its projected employment deficit over the next twenty years. As such, the public interest would be served by docketing this individual proposal and providing an analysis of the site-specific map amendment request as part of the 2022 docket.	X	
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Recommendation	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2022 Comprehensive Plan Docket.	X	
The Planning Commission recommends City Council consider this proposal for inclusion in the 2022 Comprehensive Plan Docket (see attached recommendation letter, if applicable).	X	
The City Council accepts this proposal for inclusion in the 2022 Comprehensive Plan Docket.		



Planning and Community Development
 1812 Main Street, P O Box 257
 Lake Stevens WA 98258
 Phone Number (425) 377-3235

To Be Completed By Staff

Date of Application: _____
 Staff Initials: _____
 Permit Number: _____

**TYPE IV, V AND VI - COUNCIL DECISIONS
 LAND USE DEVELOPMENT APPLICATION**

CHECK ONE		
TYPE IV – Quasi-judicial ☐ Essential Public Facility ☐ Planned Neighborhood Development ☒ Rezone – Site Specific Zoning Map Amendment ☐ Secure Community Transition Facility ☐ Type IV Other: _____	TYPE V – Quasi-judicial ☐ Plat Alterations ☐ Plat Vacations ☐ Right-of-Way Vacations ☐ Type V Other: _____	TYPE VI – Legislative ☒ Comprehensive Plan Amendment, Map and Text ☐ Development Agreements ☐ Land Use Code Amendments ☐ Rezones – Area Wide Zoning Map Amendments ☐ Type VI Other: _____

ARE ANY LOWER LEVEL PERMITS REQUIRED? Yes ☐ No ☒ Describe: _____

Property Information	Site Address: 10510 & 10520 20th St SE Lake Stevens, WA 98258			
	Assessor Parcel No: 00457100000107; 110	Area of property	Square Feet:	Acres: 1.38
	Land Use Designation: Residential		Zoning: R8-12	
	Number of Buildings on Site: 4		Number to be Retained: 2-3	
	Existing Impervious Surface Area: Approx 4100 sq ft		Proposed Impervious Surface Area:	
Applicant	Name/Company: Lake Stevens Brewing Company, LLC			
	Address: 2010 Grade Road		City/State/Zip: Lake Stevens, WA. 98258	
	Phone: 425-789-4521		Applicants relationship to owner:	
	Fax: N/A		Email: brian.mcmanus1@outlook.com	
Primary Contact	Name/Company: LSBC - Brian McManus			
	Address: 2010 Grade Road		City/State/Zip: Lake Stevens, WA 98258	
	Phone: 425-789-4521		Email: brian.mcmanus1@outlook.com	
	Fax: N/A			

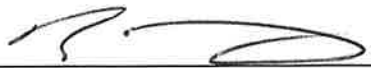
Property Owner	Name/Company:LSBC /Tolman Trust				
	Address:10510 20th St SE		City/State/Zip:Lake Stevens, WA.		
	Phone:425-789-4521		Email:brian.mcmanus1@outlook.com		
	Fax:N/A				
Project Description	Grading Quantities TBD		Cut:TBD		Fill:TBD
	Proposed project/land use (attach additional sheets if necessary):				
	See attached pre-proposal Narrative				
Building Information	Gross Floor Area of Existing and Proposed Buildings:				
	Bldg 1:1600	Bldg: 2600	Bldg 3:1400	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1:Offices				
	Use 2:Warehouse/Storage				
	Use3:Brewery & Tasting Room				
	Use4:				

You may not begin any activity based on this application until a decision, including the resolution of any appeal, has been made. Conditions or restrictions may be placed on your permit if it is approved. After the City has acted on your application, you will receive notice of the outcome. If an appeal is filed, you may not begin any work until the appeal is settled. You may also need approvals from other agencies; please check this before beginning any activity.

This application expires 180 days after the last date that additional information is requested (LSMC 14316A.245)

If you suspect that your site contains a stream or wetland or is adjacent to a lake, you may need a permit from the state or federal government.

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE, CORRECT AND COMPLETE.



Signature of Property Owner/Agent

01/23/2022

Date of Application

By affixing my signature I certify that I am the legal owner of the property for which this application is issued or an authorized agent of the owner.



January 23, 2022

City of Lake Stevens

Planning & Community Development

1812 Main Street

P.O. Box 257

Lake Stevens, WA 98258

Project Name / File No.: Lake Stevens Brewery Southlake

Applicant: Lake Stevens Brewing Company, LLC

Project Description: Lake Stevens Brewing Company (applicant) would like to rezone the subject property from R8-12 to Commercial Use.

Tax Parcel No: 00457100000107; 110

Site Address: 10510 & 10520 20th St SE, Lake Stevens, WA 98258

Re: Pre-App Narrative

Dear Staff,

The purpose of this narrative is to provide the City of Lake Stevens with information in support of the Applicant's request for changing the current zoning from R8-12 to Commercial on the subject properties located in the 20th St Corridor Subarea.

GENERAL PROPERTY INFORMATION

1. Date of Application: January 23, 2022
2. Project Name: Lake Stevens Brewing Company Southlake
3. Project Location: 10510 & 10520 20th St SE, Lake Stevens, WA 98258
4. Tax Parcel Number: 00457100000107; 110
5. Total Parcel Size: 1.38 acres (60,112 +/- square feet)
6. Property Owner: Tolman Living Trust
7. Applicant: Lake Stevens Brewing Company, LLC
8. Contact: LSBC, Inc. Brian K. McManus

Project Description and Request

The applicant requests a zoning change from R8-12 to Commercial for both subject properties and approval of plan to:

Option 1.) Expand, renovate, and rehabilitate three existing structures (Rambler, Detached Garage and Shop) for Commercial use including a Brewing Production Facility & Tasting room, Storage/Warehouse, and offices to include frontage improvements per LSMC 14.56.170.

Applicant would like to confirm that the existing shop and driveway meet the requirements of LSMC 14.88.220(n) as lawfully created structures or substantial improvements – in relation to the wetland and its buffer located on the western portion of the project.

Option 2.) Renovate and rehabilitate two existing structures (Rambler, Detached Garage), Remove existing shop on western portion of the property, and replace with a Five Thousand Sq. Ft. new structure on a new concrete pad to include frontage improvements per LSMC 14.56.170.

Subject property (Corner Lot) is surrounded by Commercial development on each corner.

- SE Corner is subject property sharing corner with S. Lake Stevens Grange.
- SW Corner is occupied by Crossroads Church and a Commercial Structure.
- NW Corner occupied by Tom Thumb Grocery/gas and multiple businesses.
- NE Corner is a plaza with multiple buildings including the new Police Station.

Southern edge of subject property is dissected by a graveled utility easement and backs up to woods. Property is currently in use as a residence and shop and fronts 20th ST SE. Spoke with the residents at 10610 20th St SE and they are excited to have the Brewery as neighbors versus multiple Townhouses.

SURROUNDING PROPERTIES

The properties to the North, South, East, and West are identified in the Comprehensive Plan as shown in the table below.

Area	Land Use	Zoning	Existing Use
Project Site	Proposed Commercial	R8-12	SFR
North	ROW & Commercial	ROW & Commercial District	ROW & Commercial Businesses
South	HD Residential	R8-12	SFR
East	HD Residential	R8-12	SFR
West	ROW	ROW	ROW

Lake Stevens Brewing Company has been in business for five years creating award winning craft beers. We are community focused and philanthropic, rarely turning down a request for donations or help from community organizations. Lake Stevens Chamber of Commerce awarded us Business of the Year in 2018-2019. We have created a fun environment for our patrons and their families to enjoy themselves and unwind. We are at maximum capacity at our current site and want to open a new location with greater brewing capacity to help sustain our growth. The new location will provide tax revenue to the city and create approximately ten new job opportunities for the community.

This is a simple request to have the property rezoned for Commercial use. Thank you for your consideration of our proposal.

Respectfully,

Lake Stevens Brewing Company, LLC.

Brock Duerr

Jason Parzyk

Brian McManus

By: Brian McManus, Managing Partner



MAPS ATTACHED PAGES 4-6

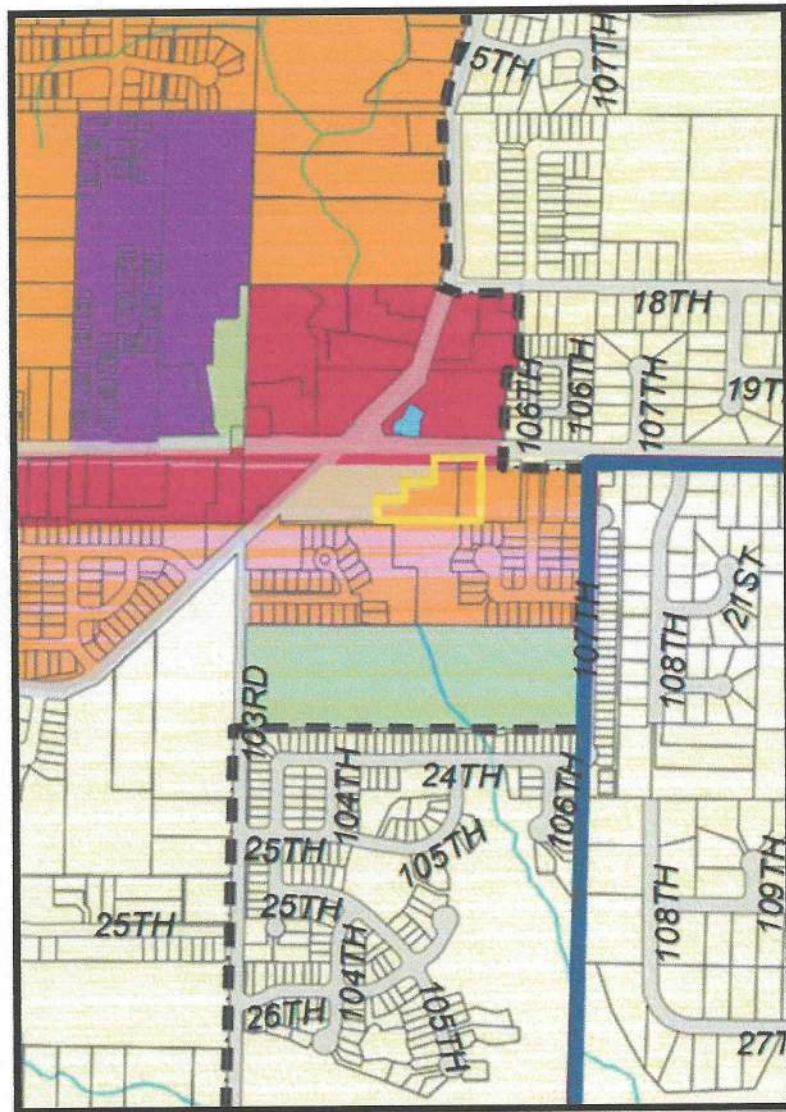
PROJECT LOCATION

The proposed development is located off Machias Cutoff as shown in the map below.

VICINITY MAP

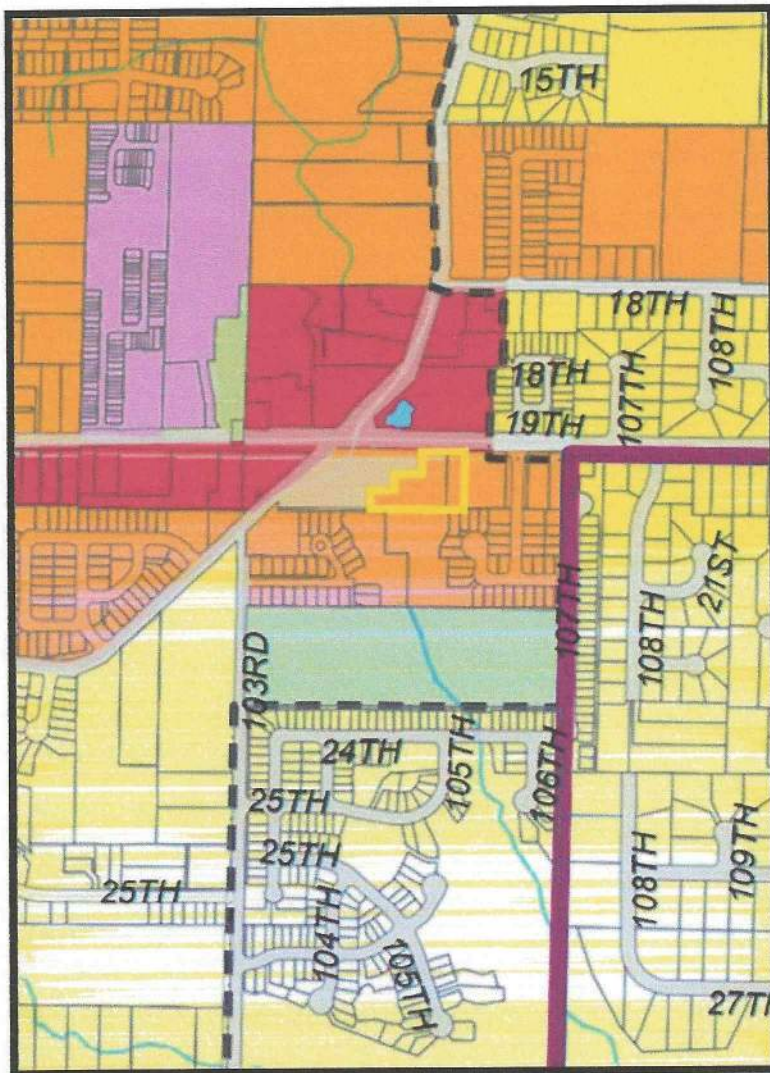


COMPREHENSIVE LAND USE MAP



The Current Comprehensive Land Use Map designates the subject property as High Density Residential (HDR).

ZONING MAP



The Current Zoning map designates the property R8-12.



2022 Comprehensive Plan Docket Ratification

M-2 – Layton Map Amendment - Staff Summary Lake Stevens City Council & Planning Commission

City Council Hearing Date: March 22, 2022
Planning Commission Hearing Date: March 16, 2022

SUBJECT: Citizen-initiated map amendment to the Comprehensive Plan and Zoning Map.

Summary	
Location in Comprehensive Plan: Chapter 2 Land Use Element – Figure 2.3 Land Use Map	
Proposed Change(s): Citizen-initiated request to change the land use designation of one (1) parcel totaling approximately 0.22 acres at 2229 97 th Dr SE from Commercial to High Density Residential to allow for the development of a new single family residence on a vacant parcel. The applicant also requests a concurrent minor rezone to change the zoning designation of the parcel to R8-12 to allow for residential development.	
Applicant: Kristi Layton	Property Location(s): 2229 97 th Dr SE, Lake Stevens, WA
Existing Land Use Designations	Proposed Land Use Designation
Commercial	High Density Residential
Existing Zoning Districts	Proposed Zoning District
Commercial District	R8-12

ANALYSIS: Annual amendments shall not include significant policy changes inconsistent with the adopted Comprehensive Plan Element Visions and must meet the identified criteria included in Revisions and Amendments to the Comprehensive Plan Section H.

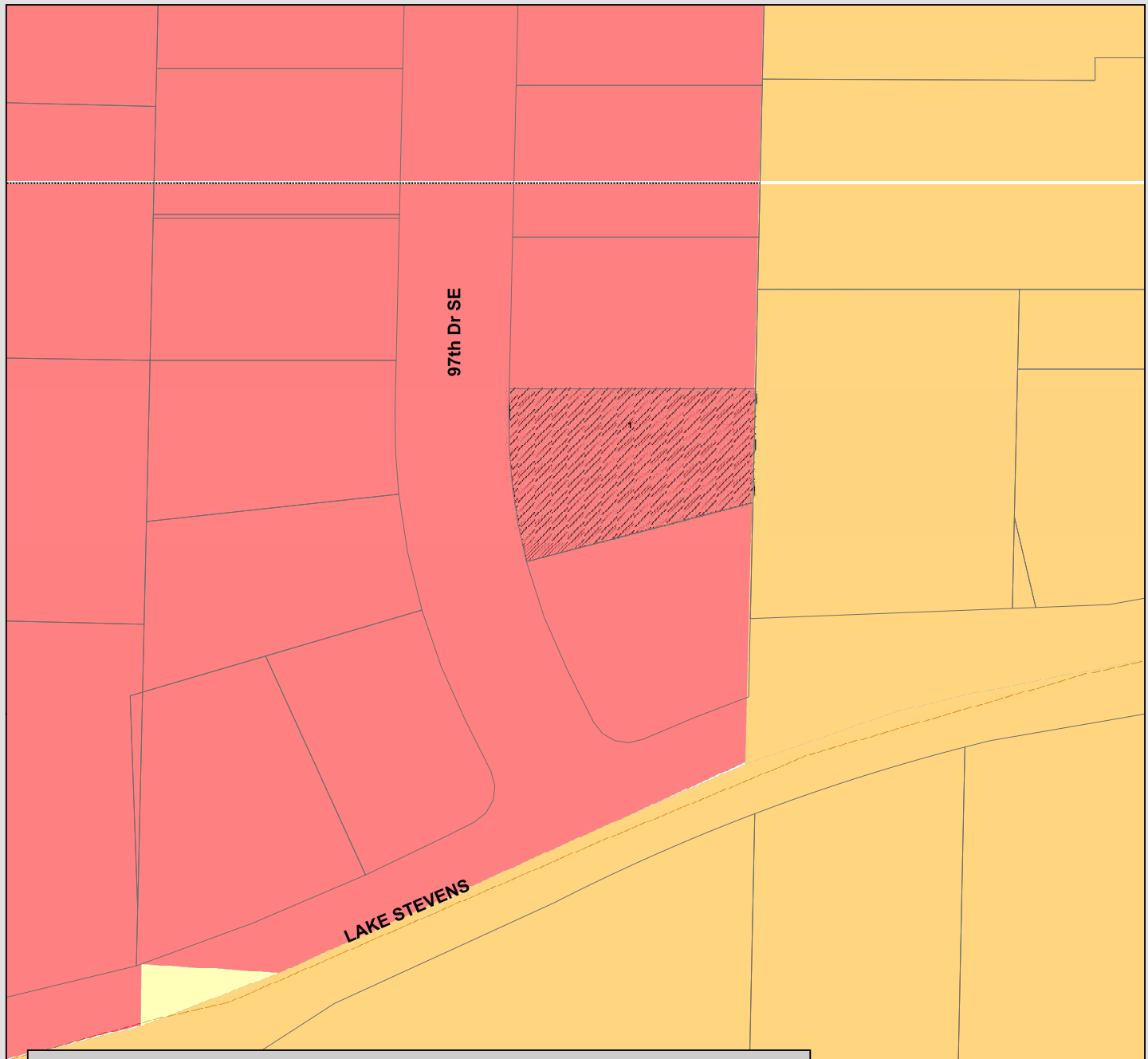
Ratification Review – Decision Criteria	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? Discussion: The proposed land use map change is not designed to implement a development regulation or program.	X	
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? Discussion: The proposed land use map change would be reviewed against the current Comprehensive Plan and applicable state laws related to process and environmental review.	X	
3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.		X

Discussion: The land use designation for the subject property was changed from Medium Density Residential to Commercial in 2019 via Ordinance 1073 with the goal of creating additional commercial areas near SR-9 and 20th St SE to accommodate projected commercial and employment growth. The applicant has not demonstrated a substantial change of circumstances to warrant reverting back to a residential land use designation, given the city's projected surplus of residential units when comparing the 2021 Buildable Lands Report to the recently adopted 2044 population and employment growth targets. The area does fall within the portion of the 20th St SE Corridor subarea that staff is recommending be included in the 2022 docket to evaluate potential changes to the subarea plan to better accommodate projected residential and employment growth, including potential changes to land use and zoning designations within the subarea boundaries. This is consistent with direction provided by the City Council during a February 22 briefing.		
4. Does the City have the resources, including staff and budget, necessary to review the proposed amendment? Discussion: The Growth Management Act and the city's Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function.	X	
5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? OR		X
6. All of the following: a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan? AND Discussion: A site-specific land use and zoning map amendment would not serve the public interest, and instead should be considered as part of a wider analysis of the subarea.		X
b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process. Discussion: The city is proposing a wider analysis of land uses and permissible uses within the 20th St SE Corridor in a portion of the subarea that includes this property. As such, the public interest would be better served by assessing the suitability of a residential land use designation for this property as part of that process.		X

Recommendation	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2022 Comprehensive Plan Docket.		X
The Planning Commission recommends City Council consider this proposal for inclusion in the 2022 Comprehensive Plan Docket (see attached recommendation letter, if applicable).		X
The City Council accepts this proposal for inclusion in the 2022 Comprehensive Plan Docket.		



----- CITY OF -----
LAKE STEVENS
DOCKET PROPOSAL M-2



City Zoning

R4 (formerly SR)	Multi-Family Residential (MFR)	Neighborhood Business (NB)	Business District (BD)
R6 (formerly UR)	MF Development Agreement (MFDA)	Central Business District (CBD)	Light Industrial (LI)
R8-12 (formerly HUR)	Mixed Use (MU)	Commercial District (CD)	General Industrial (GI)
Waterfront Residential (WR)	Mixed-Use Neighborhood (MUN)	Planned Business District (PBD)	GI Development Agreement (GIDA)
Local Business (LB)	Public / Semi-Public (P/PS)		

Boundary

City of Lake Stevens	Parcels
Unincorporated UGA	Right-of-Way

Subarea Boundaries

20th Street SE Corridor
Lake Stevens Center
Downtown

Features

Waterbody
Stream

All data, information and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for use rests solely on the requester. The city of Lake Stevens makes no warranties, expressed or implied as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts all limitations, including the fact that the data, information and maps are dynamic and in a constant state of maintenance, correction and update.

Data Sources: Snohomish County (2019), City of Lake Stevens (2019)

Revision Date: November 2019

Updated via:
Ordinance No. 1061



Planning and Community Development
1812 Main Street, P O Box 257
Lake Stevens WA 98258
Phone Number (425) 377-3235

To Be Completed By Staff

Date of Application: _____

Staff Initials: _____

Permit Number: _____

TYPE IV, V AND VI - COUNCIL DECISIONS LAND USE DEVELOPMENT APPLICATION

CHECK ONE		
TYPE IV – Quasi-judicial ☐ Essential Public Facility ☐ Planned Neighborhood Development ☐ Rezone – Site Specific Zoning Map Amendment ☐ Secure Community Transition Facility ☐ Type IV Other: _____	TYPE V – Quasi-judicial ☐ Plat Alterations ☐ Plat Vacations ☐ Right-of-Way Vacations ☐ Type V Other: _____	TYPE VI – Legislative ☒ Comprehensive Plan Amendment, Map and Text ☐ Development Agreements ☐ Land Use Code Amendments ☒ Rezones – Area Wide Zoning Map Amendments ☐ Type VI Other: _____

ARE ANY LOWER LEVEL PERMITS REQUIRED? Yes ☐ No ☒ Describe: _____

Property Information	Site Address: 2229 - 97th Dr SE, Lake Stevens, WA 98258			
	Assessor Parcel No: 00402800000200	Area of property	Square Feet:	Acres: .22
	Land Use Designation:		Zoning: commercial	
	Number of Buildings on Site/: 0		Number to be Retained: 1	
	Existing Impervious Surface Area:		Proposed Impervious Surface Area:	
Applicant	Name/Company: Kristi Layton			
	Address: 19706 - 127th St E		City/State/Zip: Bonney Lake, WA 98391	
	Phone: 253-381-6397		Applicants relationship to owner:	
	Fax:		Email: j3klayton@hotmail.com	
Primary Contact	Name/Company: Kristi Layton			
	Address: 19706 - 127th St E		City/State/Zip: Bonney Lake, WA 98391	
	Phone: 253-381-6397		Email: j3klayton@hotmail.com	
	Fax:			

Property Owner	Name/Company: Kristi Layton				
	Address: 19706 127th St E		City/State/Zip: Bonney Lake, WA 98391		
	Phone: 253-381-6397		Email: j3klayton@hotmail.com		
	Fax:				
Project Description	Grading Quantities		Cut:		Fill:
	Proposed project/land use (attach additional sheets if necessary):				
	I would like a potential buyer to be able to build a home on my property. Due to the location in the middle of a neighborhood on a dead end road, it is not feasible that it will be commercially developed. Please consider re-zoning it to residential or, if possible, granting a variance. I'm not familiar with this process, but the end goal				
	is to be able to sell my property as a residential lot. Thank you.				
Building Information	Gross Floor Area of Existing and Proposed Buildings:				
	Bldg 1:	Bldg: 2	Bldg 3:	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1:				
	Use 2:				
	Use3:				
	Use4:				

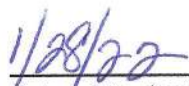
You may not begin any activity based on this application until a decision, including the resolution of any appeal, has been made. Conditions or restrictions may be placed on your permit if it is approved. After the City has acted on your application, you will receive notice of the outcome. If an appeal is filed, you may not begin any work until the appeal is settled. You may also need approvals from other agencies; please check this before beginning any activity.

This application expires 180 days after the last date that additional information is requested (LSMC 14316A.245)

If you suspect that your site contains a stream or wetland or is adjacent to a lake, you may need a permit from the state or federal government.

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE, CORRECT AND COMPLETE.


Signature of Property Owner/Agent


Date of Application

By affixing my signature I certify that I am the legal owner of the property for which this application is issued or an authorized agent of the owner.

Re: Parcel 00402800000200 2229 – 97th Drive SE

Please consider this e-mail my formal request to be included on the Annual Comprehensive Plan Docket. My brothers and I inherited a vacant lot in Lake Stevens. It is surrounded by homes and located on a dead end street. When a home in the neighborhood sold for \$595,000 in October 2020 we decided it was time to sell. We listed the property in January 2021 and received a full price offer within hours. Unfortunately the deal fell through when we learned that the property has been zoned commercial. I immediately called Russ Wright and was told the matter had to be heard by the City Council at a yearly meeting, which had just happened. So here we are, a year later, eager for this matter to be considered by the City Council. The real estate market has changed dramatically since the Plan was adopted in 2015. Considering the rapidly rising real estate market, and the number of homes on the street, I feel that it is very unlikely that 97th Drive SE will be commercially developed anytime soon. We are hopeful that you will allow our parcel to be rezoned so we can sell it as a residential lot since the neighborhood likely will remain the same for several years. Thank you for your time and consideration. We look forward to your response. I am new to this process, so please let me know if you need any additional information or what the next step is.

Thank you,

Kristi Layton (253)381-6397

19706 127th Street East

Bonney Lake, WA 98391



2022 Comprehensive Plan Docket Ratification

M-3 – 20th St SE Corridor Analysis - Staff Summary Lake Stevens City Council & Planning Commission

City Council Hearing Date: March 22, 2022
Planning Commission Hearing Date: March 16, 2022

SUBJECT: Potential city-initiated map amendments to the Comprehensive Plan and Zoning Map.

Summary	
Location in Comprehensive Plan: Chapter 2 Land Use Element – Figure 2.3 Land Use Map	
Proposed Change(s): City-initiated request to analyze potential changes to land use designations and associated zoning designations within the eastern portion of the 20 th St SE Corridor subarea (east of Sr-9). Includes the properties covered by proposal M-1 (recommended by staff for docketing) and M-2 (not recommended by staff for docketing).	
Applicant: City of Lake Stevens	Property Location(s): Portions of 20 th St SE Corridor subarea east of SR-9.
Existing Land Use Designations	Proposed Land Use Designation
Various	To be analyzed
Existing Zoning Districts	Proposed Zoning District
Various	To be analyzed

ANALYSIS: Annual amendments shall not include significant policy changes inconsistent with the adopted Comprehensive Plan Element Visions and must meet the identified criteria included in Revisions and Amendments to the Comprehensive Plan Section H.

Ratification Review – Decision Criteria	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? Discussion: The city proposes to analyze potential land use and zoning map changes within the 20 th St SE Corridor subarea that may help better accommodate projected population and employment growth in the city.	X	
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? Discussion: The proposed land use map change would be reviewed against the current Comprehensive Plan and applicable state laws related to process and environmental review.	X	
3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.	X	

Discussion: Land use designations within the 20th St SE Corridor subarea plan were adopted in 2012 and most recently changed in 2010. On February 22, the City Council held a briefing on the 2022 docket proposals and indicated preliminary support to explore potential amendments to land use designations within the eastern portion of the subarea that may help the city better meet its projected population and employment growth targets. .		
4. Does the City have the resources, including staff and budget, necessary to review the proposed amendment? Discussion: The Growth Management Act and the city's Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function.	X	
5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? OR		X
6. All of the following: a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan? AND Discussion: The city has a projected deficit of employment land over the next twenty years. Exploring potential map amendments within the subarea may help to address this deficit and meet the following Comprehensive Plan goals and policies: Goal 2.1: Provide sufficient land area to meet the projected needs for housing, employment and public facilities within the City of Lake Stevens. Policy 2.1.1: Accommodate a variety of land uses to support population and employment growth, consistent with the city's responsibilities under the Growth Management Act, Regional Growth Strategy and the Countywide Planning Policies. Policy 2.2.2: Review cumulative changes to residential, commercial, industrial and public land use designations during the annual comprehensive plan cycle to ensure employment and population capacity estimates are being met. Policy 2.1.3: Review land uses in conjunction with updates to the Buildable Lands Report and Growth Monitoring Report to ensure employment and population capacity estimates are being met. The strategy will be used to amend the Plan as necessary to remain consistent with actual development trends.	X	

b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process. Discussion: The city is proposing an analysis of land uses and permissible uses within the 20th St SE Corridor. The City Council previously expressed their support for such and analysis to occur as part of the 2022 docket, as opposed to waiting for a future plan amendment process.	X	
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Recommendation	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2022 Comprehensive Plan Docket.	X	
The Planning Commission recommends City Council consider this proposal for inclusion in the 2022 Comprehensive Plan Docket (see attached recommendation letter, if applicable).	X	
The City Council accepts this proposal for inclusion in the 2022 Comprehensive Plan Docket.		

CITY COUNCIL STAFF REPORT



Council Agenda Date: 3/22/2022

Subject: Lakeview Flats Development Agreement (LUA2022-0036)

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Future sale of property

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

No Action

SUMMARY/BACKGROUND:

The Lake Stevens City Council passed Resolution 2020-25 to surplus property off Main Street and Mill Spur. Staff has been coordinating with Lakeview Flats LLC (Lakeview) on a proposed real estate transaction for this property. Concurrently, Lakeview has applied for a Development Agreement to establish the terms for development of the site.

Under the city's municipal code, Development Agreements are Type VI applications subject to City Council review and approval. The applicant has provided a project narrative, site plan and conceptual elevations with the Development Agreement. Under state law, Development Agreements are designed to provide certainty between the city and the developer. The staff has coordinated with Lakeview and the City Attorney on the terms of the development agreement pursuant to the requirements of LSMC 14.16C.055 and RCW 36.70B.170 through 36.70B.210.

Following the execution of the Development Agreement, Lakeview proposes to submit a development plan for a mixed-use building that will include a mix of commercial/retail space and residential units. As part of the development, Lakeview will construct and lease the adjacent city property as a parking lot.

NEXT STEPS

Staff will issue a Notice of Application for the project, issue a SEPA threshold determination for the project and advertise the public hearing. The staff anticipates holding a public hearing in April. Subject to public comment, additional information and the threshold determination, final adjustments to the development agreement may occur.

APPLICABLE CITY POLICIES:

LSMC 14.16C.055 and RCW 36.70B.170 through 36.70B.210

ATTACHMENTS:

1. Dev_Agt
2. SITE_PLAN
3. Elevations

DEVELOPMENT AGREEMENT WITH LAKEVIEW FLATS, LLC TO CONSTRUCT A COMMERCIAL BUILDING IN DOWNTOWN LAKE STEVENS

This Development Agreement (**Agreement**) is made this ____ day of _____, 2022 (“**Effective Date**”), by and between the City of Lake Stevens, a Washington municipal corporation (the “**City**”), and Lakeview Flats, LLC, a Washington limited liability company (“**Lakeview**”). The City and Lakeview may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

I. RECITALS

- A. The City is a noncharter Optional Municipal Code city incorporated under the laws of the State of Washington. The City has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of the real property known as 1800 Main Street and specify zoning and land use regulatory controls with the jurisdictional limits of the City.
- B. The City has authority under RCW 36.70B.170 through 36.70B.210 and Lake Stevens Municipal Code (“**LSMC**”) section 14.16C.055 to enter into a development agreement with a person having ownership or control of real property wherein they agree to development standards and other provisions that shall apply and govern and vest the development, use and mitigation of the real property. This Agreement is also entered into under the City’s general contracting authority and the City’s State Environmental Policy Act (“**SEPA**”) mitigation agreement authority.
- C. The City owns a commercially zoned parcel of real property generally identified as 1800 Main Street (Parcel No. 00553800003100), located at the intersection of Mill Spur (18th Street NE) and Main Street (“the Project Property”), legally described in **Exhibit A** and depicted on **Exhibit B** hereto. The Project Property is entirely within the Downtown Planning Area of the City.
- D. The City adopted the Downtown Lake Stevens Subarea Plan (Downtown Plan) pursuant to RCW 36.70A.080, which identifies preferred land uses, establishes development thresholds and defines the necessary capital improvements for implementation of the Downtown Plan to increase the City’s employment base and to promote economic development in this area.
- E. Pursuant to Chapters 35.77 and 47.26 RCW the City prepared and adopted its 2022 -2027 Transportation Improvement Plan (“**TIP**”), consistent with the Capital Facilities Element of the City’s Comprehensive Plan, which includes road improvements for Mill Spur and Main Street that front the Project Property.
- F. Lakeview intends to purchase the Project Property from the City pursuant to a separate purchase and sale agreement (the “**PSA**”) substantially in the form attached hereto as **Exhibit E**. Upon completion of the purchase, Lakeview will own the Project Property.
- G. Lakeview intends to develop, construct and operate on the Project Property a mixed-use commercial building consistent with the Letter of Intent attached hereto as **Exhibit D**. and with parking and other infrastructure improvements (“**Lakeview Project**”).

- H. The City also owns real property west of the Project Property at 1709 123rd Dr. N.E. (Parcel No. 00553800003800). Use of the parcel for parking to meet the parking requirements of Ch. 14.72 LSMC for the Lakeview Project is intended by the parties, with shared use rights by the City for community events as set forth in **Exhibit F** (Lease Agreement). Subject to purchase of the Project Property by Lakeview the City agrees to lease 1709 123rd Dr. N.E. to Lakeview pursuant to the Lease Agreement. City shall be responsible for the parking lot design sufficient for the permitting of a parking lot on this parcel. The parking lot will be constructed at the sole cost and expense of Lakeview. The City also agrees on the terms set forth in the Option to Purchase Agreement attached to **Exhibit F** (to be executed at closing of Lakeview's purchase of the Project Property and execution of the lease agreement) to grant Lakeview an option to purchase the leased property at 1702 Main Street Property. Timing of the sale of the property at 1702 Main Street shall be in accordance with the terms of the option to purchase agreement.
- I. A site plan for the Lakeview Project, including the parking offsite area, following the completion of the onsite and offsite improvements, is attached as **Exhibit B**.
- J. Both the City and Lakeview find it desirable to enter into this Agreement to plan for the orderly development of the Lakeview Project and the necessary environmental mitigation and public transportation infrastructure to support the Lakeview Project.
- K. The City finds that the Lakeview Project will provide economic and community benefit to the City and its residents. The public benefits of entering into this Agreement for the Lakeview Project include increased property and sales tax revenues and the creation of employment opportunities for residents of the City in the Downtown Lake Stevens Subarea.
- L. The mutual goals that will be achieved through implementation of this Agreement include, without limitation:
- i. Facilitating development of the Lakeview Project within the Downtown Lake Stevens Subarea, which will provide needed goods, services and employment opportunities to Lake Stevens' residents;
 - ii. Maximizing the effectiveness of public and private planning and financial resources to coordinate development of the Lakeview Project and related public infrastructure;
 - iii. Providing certainty and predictability for development of the Lakeview Project; and
 - iv. Generating increased property and sales tax revenues for the City and Snohomish County.

II. AGREEMENT

1. Lakeview Project. In exchange for the promises and consideration contained in this Agreement, Lakeview shall have the vested right to construct the Lakeview Project, which will include a building that contains approximately 15,233 square feet, 29 onsite parking spaces, 17 street parking spaces and 7 leased parking spaces, as generally depicted on **Exhibit C pursuant to the current development regulations of the City**. The target date for completion of the Lakeview Project is twelve (12) months from approval of required building permit, which permit shall be applied for and pursued by Lakeview with due diligence immediately following the execution of this Agreement.. Lakeview shall not be found to have violated this Agreement if the Lakeview Project undertakes reasonable efforts in the exercise of due diligence to complete the Lakeview Project by the target date or as soon thereafter as in the exercise of due diligence is possible.

2. Design.
 - a. Mixed-Use with active first-floor use;
 - b. Complements vision for downtown Lake Stevens;
 - c. Contemporary Northwest Style;
 - d. Mix of materials such as wood, stone, masonry, and metal;
 - e. Distinctive rooflines;
 - f. Large mullioned window; and
 - g. Outdoor plaza and seating areas.
3. Parking. Pursuant to Lake Stevens Municipal Code 14.72.020 Flexibility in Administration Required, the permit-issuing authority may permit deviations from the presumptive requirements and may require more parking or allow less parking whenever it finds that such deviations are more likely to satisfy the standard set forth in Section 14.72.020(a). Lakeview has provided a parking study to justify its need for shared and on-street parking allowed in LSMC 14.38.060. The City approves this request to allow parking as shown on **Exhibit C** for the Lakeview Project.
4. Frontage Improvements. The construction of the Lakeview Project is dependent on the City's construction of the following frontage improvements and extension and/or upgrading of affected utilities improvements (hereinafter collectively "**Frontage Improvements**"). The City will endeavor to construct Mill Spur as a planned capital improvement this year. Lakeview is responsible to construct the frontage improvements shown on **Exhibit B** outside of the Mill Spur Project.
5. Responsibility for Design and Construction.
 - a. Lakeview will be responsible for the design (except as otherwise provided herein) and construction of 1800 Main Street outside of the Mill Spur limits and related utilities including but not limited to necessary sewer, water, stormwater and communications improvements.
 - b. The City will be responsible for the design and construction of Mill Spur and Main Street Intersection. The City will be responsible for the design of the parking lot off Mill Spur that Lakeview will construct.
6. Timing of Lakeview's Closing. The PSA will govern the timing of the closing of Lakeview's acquisition of 1800 Main Street.
7. Transportation Mitigation, Impact Fees, and Concurrency. Lakeview shall pay Transportation Mitigation, Impact Fees due pursuant to LSMC Chapter 14.112. and assessed at the rates then in effect at the time of building permit issuance as provided in LSMC 14.112.100.. The City confirms that the Lakeview Project is concurrent. The City agrees that no further concurrency review and/or mitigation of transportation impacts are required for the Lakeview Project.
8. State Environmental Policy Act (Ch. 43.21C "SEPA") / National Environmental Policy Act (40 CFR Parts 1500-1508 "NEPA") Compliance. SEPA and NEPA compliance for the Development shall occur in accordance with the provisions of this Paragraph:
 - a. Planned Action Determination. The Lakeview Project is within the area described in City Ordinance No. 1025, which approved a SEPA Planned Action for the Downtown

Subarea, pursuant to RCW 43.21C.031 (“**Planned Action Ordinance**”), attached as **Exhibit G**. The Planned Action Ordinance and supporting documentation addressed the environmental impacts associated with development within the Downtown Subarea to facilitate and expedite the environmental review of future individual development projects. The Lakeview Project is an implementing project for purposes of the Planned Action Ordinance .

- b. Confirmation of Consistency. The Lakeview Project is consistent with the Planned Action Ordinance and thereby qualifies as a Planned Action Project that complies with Ch. 43.21C RCW and Ch. 16.04 LSMC.
- c. Except as described below, no SEPA threshold determination, environmental impact statement, or additional SEPA review shall be required for the Lakeview Project. Future development permit applications implementing this Agreement will not require additional SEPA review if the City confirms that the application is consistent with the Planned Action Determination.
- d. Further SEPA Compliance Included in this Agreement. Pursuant to RCW 36.70B.170(3)(c), this Agreement addresses the “mitigation measures, development conditions, and other requirements under Ch. 43.21C RCW” that are applicable to the Lakeview Project. Pursuant to RCW 43.21C.240(2) & (3), the City finds that the mitigation measures in this Agreement and the analyses and mitigation required by other local, state, and federal laws and regulations provide adequate analysis of, and mitigation for, the identified adverse environmental impacts of the Lakeview Project.
- e. Submission of Documentation to Determine Development Consistency. For each permit application that would otherwise be subject to SEPA review, Lakeview shall submit a completed SEPA checklist, or other documents acceptable to the City’s Designated Official, to confirm consistency of the proposed development with this Agreement and the existing SEPA determinations. Submission of the future SEPA checklist or other documentation is for informational purposes to confirm consistency of the proposed development and mitigations established in this Agreement and shall not be a basis for additional SEPA process or mitigation so long as the proposed development materially conforms to the terms of this Agreement and no additional significant, adverse environmental impacts are identified using the following criteria.
- f. Limitations on Additional SEPA Review and Mitigation for Implementing Applications. This Agreement is consistent with the Planned Action process, and the SEPA mitigation for the build out of the Lakeview Project has been incorporated into this Agreement. As such, the Designated Official may require further SEPA review and mitigation only to the extent that an implementing entitlement approval or requested modification meets the following conditions:
 - i. The City concludes that a requested entitlement application is likely to cause unmitigated, significant, adverse environmental impacts that have not been previously analyzed in the Planned Action process or other SEPA environmental documents; or
 - ii. The City concludes, pursuant to WAC 197-11-600(3)(B), that substantial changes have been made to the development proposal that are likely to have significant, adverse impacts that have not been previously analyzed in the Planned Action process or other SEPA environmental documents; or

iii. As otherwise required by RCW 43.21C.440 and WAC 197-11-169 and WAC 197-11-172.

9. Vested Rights and Term. The Lakeview Project shall be governed by this Agreement and is vested to the applicable provisions of the City of Lake Stevens Municipal Code and other land use regulations and controls in effect on the Effective Date of this Agreement. Lakeview shall have the right to construct the Lakeview Project in accordance with this Agreement and the City's substantive land use regulations and controls including, but not limited, to mitigation, zoning, and construction regulations in effect on the Effective Date. Per RCW 36.70B.170(3)(i), the term of this Agreement is five (5) years to commence on the Effective Date unless the expiration date is extended by the mutual written agreement of the Parties per Chapter 14.16A and 14.6B LSMC, but in no event shall the vesting period exceed one hundred and twenty (120) months (10 years) from the effective date of this Agreement. Unless otherwise agreed to by the Parties, Lakeview shall apply for all necessary permits and project approvals for the Lakeview Project within the Agreement's five (5) year term. For purposes of this Agreement, the City's land use regulations and controls are "development standards" as that term is defined in RCW 36.70B.170(3) and are vested for the term of this Agreement and are material to Lakeview's decision to enter into this Agreement. Complete applications submitted during the term of this Agreement shall be governed by the City's land use regulations and controls in effect on the Effective Date of this Agreement regardless of whether those applications remain under review following the expiration of this Agreement.
10. Limitation on Imposition of New or Modified Land Use Regulations. In accordance with RCW 36.70B.180, during the term of this Agreement the City shall not modify or impose new or additional development standards applicable to the Lakeview Project. To the extent this Agreement does not establish development standards, process, procedures, or similar elements covering a certain subject, element or condition, then the Lakeview Project shall be governed by the City's land use regulations and controls in effect upon the Effective Date of this Agreement, except as follows:
- a. Stormwater Detention and Treatment. The stormwater standards applicable to the Lakeview Project are set forth in LSMC Chapter 11.06 and the 2014 DOE Stormwater Manual for Western Washington. Except as state law or NPDES permits may otherwise require, the Lakeview Project is vested to these stormwater standards for the five (5) year period established in Paragraph 12 (*Vested Rights and Term*).
 - b. Serious Threat to Public Health or Safety. The City Council may modify one or more of the City's land use regulations and controls during the term of this Agreement to the extent required to avoid a serious threat to the public health or safety. Any serious threat must be reasonably believed to be imminent and permanent.
 - c. Updated International Codes Apply. Notwithstanding the foregoing, the International Building Code, International Fire Code, and other construction codes in effect in the State of Washington, and as adopted by the City of Lake Stevens on the date of filing a complete building permit application for the Lakeview Project, shall apply.
11. Amendment. This Agreement may be amended as follows:
- "**Major Amendments**" shall be processed consistent with LSMC 14.16C.055(g) and require a public hearing before the Lake Stevens City Council. Major Amendments are those that materially change the terms of this Agreement by:

i. Modifying the term of this Agreement.

All other proposed revisions will be considered “**Administrative Amendments**” and shall be reviewed and decided by the City’s Director of Planning and Community Development based on consistency with this Agreement and the provisions of the Lake Stevens Municipal Code.

12. Agreement to Run with the Land. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Lakeview’s successors and assigns.
13. Definitions. Words and phrases highlighted in bold herein shall have the meaning ascribed to them by this Agreement. All other words and phrases shall be interpreted using the ordinary meaning derived from dictionaries in common usage such as Oxford’s American Dictionary, Merriam-Webster’s Dictionary, or the American Heritage Collegiate Dictionary.
14. Construction of Documents. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement, the terms of the Exhibits, the City’s Comprehensive Plan, or the LSMC, the terms of the body of this Agreement shall control.
15. Recitals and Exhibits Incorporated by Reference. All Recitals and Exhibits referenced in this Agreement are hereby incorporated by this reference and shall be considered as material terms of this Agreement.
16. Integration. This Agreement and its component elements constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.
17. Headings. The headings used in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.
18. Obligation to Abide by Law. The Parties acknowledge their respective obligations to abide by county, state and federal laws and regulations which may be applicable to this Agreement. Subject to the terms hereof, the City shall not be prevented from enforcing such laws where applicable or where related to City funding requirements.
19. Reservation of Police Power or Condemnation Authority. By executing this Agreement, the City does not in any manner waive its police power or condemnation authority. This reservation of authority includes, but is not limited to, the authority to impose new or different regulations upon the Lakeview Project to the extent required by a serious threat to public health or safety.
20. Recordation. Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Snohomish County Auditor at Lakeview’s expense following final execution. Lakeview shall promptly provide the City with proof of such recording.
21. Authority. By executing this Agreement, each Party represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Agreement is valid and binding for all purposes articulated herein.

22. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.
23. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.
24. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the land, and will be enforceable against each Party in accordance with the terms herein.
25. Delays. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary natural events or conditions such as war, riot, labor disputes, pandemics (including governmental restrictions in response thereto), or other causes that affect the performance of this agreement beyond the reasonable control of the obligated party. Except as otherwise provided in Paragraphs 6-8, the City's or Lakeview's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.
26. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid.

Lakeview Flats, LLC

Brian Lewandowski
Manager
5418 – 123rd Ave NE
Lake Stevens, WA 98258

City of Lake Stevens

c/o Gene Brazel
City Hall
1812 Main Street
Lake Stevens, WA 98258

And to its Attorney:
Ogden Murphy Wallace
c/o Greg Rubstello

901 5th Avenue
Suite 3500
Seattle, WA 98164

27. Dispute Resolution. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner.
- a. Appeals of Permit Decisions. All appeals of permit decisions related to the Lakeview Project shall be governed by the applicable provisions of the LSMC.
 - b. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute in good faith, within ten (10) days after a Party's request for such a meeting. The City shall send the Designated Official and persons with information relating to the dispute, and Lakeview shall send an owner's representative and any consultant or other person with technical information or expertise related to the dispute.
 - c. Unresolved Disputes. If the Parties are unable to resolve their dispute at the Settlement Meeting, either Party may provide the other Party with a Notice of Default, setting out the nature of the dispute and proposed resolution. The Party issuing the Notice of Default is referred to herein as the "**Non-Defaulting Party**" and the Party receiving the Notice of Default is referred to as the "**Defaulting Party**". The Defaulting Party shall have ten (10) business days to respond to Notice of Default. If the Defaulting Party fails to respond or the dispute remains unresolved at the end of the ten (10) day period, the Non-Defaulting Party may commence an action in Superior Court to enforce this Agreement. The Parties may in their joint discretion mutually agree to extend the ten (10) day period for cure. If an extension agreement is reached, the Non-Defaulting Party shall not exercise any legal remedies until and unless the applicable cure period has expired, and the default remains materially uncured at such time.
 - d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in Snohomish County Superior Court.
 - e. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.
 - f. Attorneys' Fees. In any administrative or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.
28. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
29. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of

any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

30. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This Paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.
31. Exhibits. This Agreement includes the following exhibits which are incorporated by reference herein:
 - a. **Exhibit A** – Legal Description of Project Property
 - b. **Exhibit B** – Site Plan of Project Property, including developer required frontage improvements
 - c. **Exhibit C** – Parking Lot Improvement Site Plan
 - d. **Exhibit D** - Letter of Intent
 - e. **Exhibit E** – Purchase and Sale Agreement
 - f. **Exhibit F** – Parking Lot Property Lease Agreement with attached Option Agreement
 - g. **Exhibit G** — Planned Action Ordinance
32. Compliance with Other Regulatory Agency Requirements. The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions and requirements upon the Lakeview Project which are separate from, and additional to, those contained in this Agreement. Other public agencies with jurisdiction over the Lakeview Project may include, without limitation, the Washington State Department Ecology, the Army Corps of Engineers, and the Washington State Department of Labor and Industries.
33. Full Understanding. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.
34. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the Development. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

[Signatures follow.]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date first set forth above.

CITY OF LAKE STEVENS

By: _____
Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

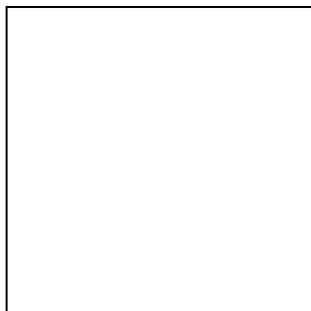
APPROVED AS TO FORM:

Greg A. Rubstello, City Attorney

STATE OF _____)
COUNTY OF _____) ss:

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Mayor, of City of Lake Stevens that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: _____, 2022.



Print Name: _____
NOTARY PUBLIC in and for the State of _____, residing at: _____
My Appointment Expires: _____

[Signature follows.]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date first set forth above.

LAKEVIEW FLATS, LLC

By: _____

Name: _____

Its: _____

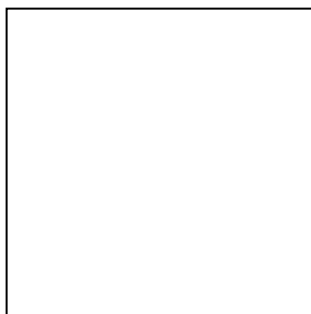
APPROVED AS TO FORM:

, Attorney for Lakeview Flats, LLC

STATE OF _____)
COUNTY OF _____) ss:

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____, of the Lakeview Flats, LLC that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

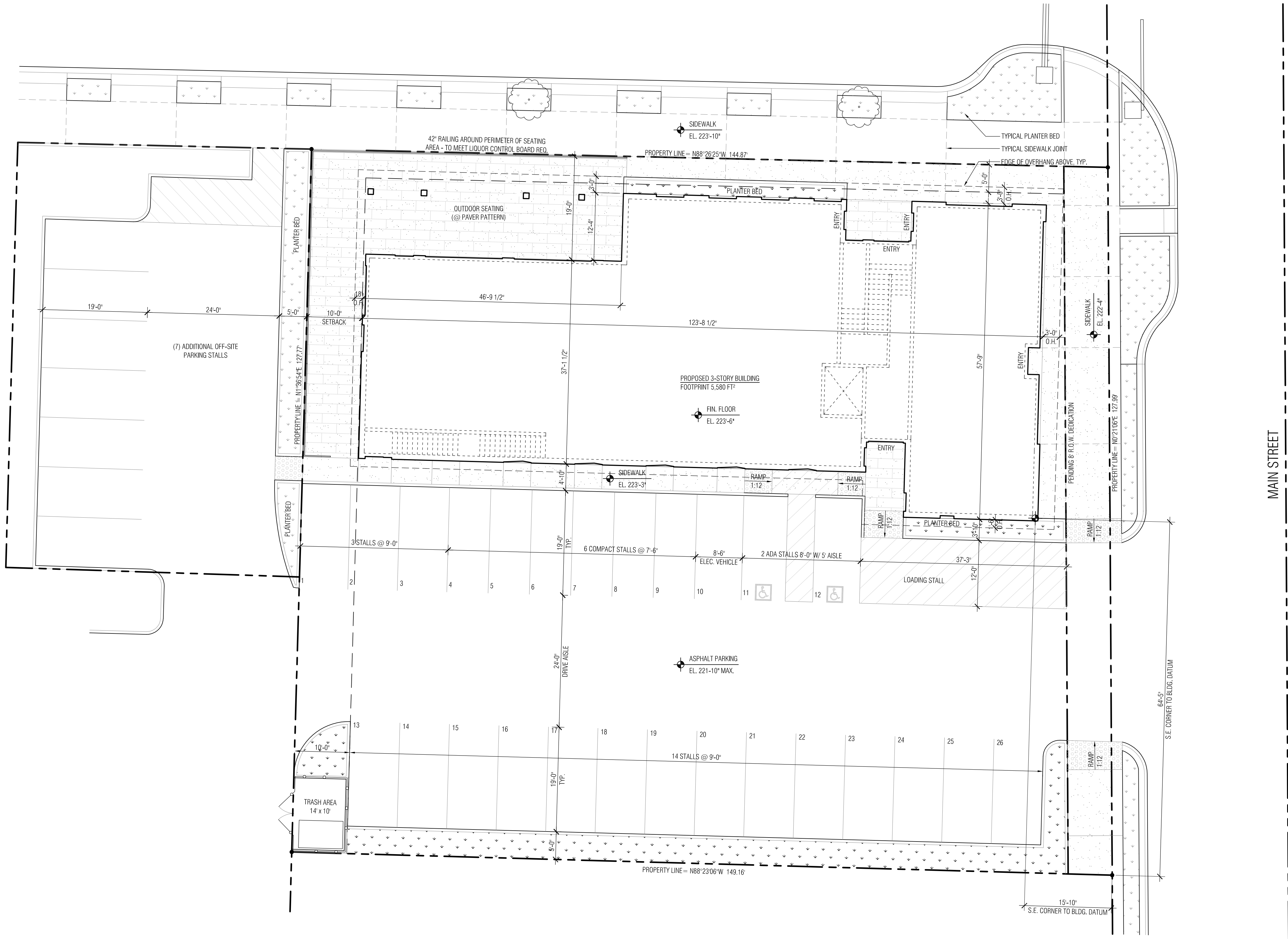
DATED: _____, 2022.



Print Name: _____

NOTARY PUBLIC in and for the State of _____, residing at:

My Appointment Expires: _____



PARKING STALL REQUIREMENTS:

TENANT AREA BREAKDOWN:

- MAIN FLOOR LEVEL:
- COFFEE/DELI: 1,321 FT²
 - RESTAURANT KITCHEN: 1,350 FT²
 - RESTAURANT INDOOR SEATING: 2,291 FT²
 - RESTAURANT OUTDOOR SEATING: 1,456 FT²

- SECOND FLOOR LEVEL:
- RESTAURANT INDOOR SEATING: 775 FT²
 - RESTAURANT OUTDOOR SEATING: 540 FT²
 - COMMERCIAL KITCHEN: 954 FT²
 - CONDO (EAST): 1,345 FT²
 - CONDO (NORTH): 1,113 FT²

- THIRD FLOOR LEVEL:
- CONDO EAST: 1,345 FT²
 - CONDO NORTH: 1,081 FT²
 - CONDO SOUTH: 1,221 FT²
 - CONDO WEST: 1,649 FT²

- GROSS FLOOR AREA:
- MAIN FLOOR LEVEL: 17,149 FT²
 - SECOND FLOOR LEVEL: 5,580 FT²
 - THIRD FLOOR LEVEL: 5,918 FT²

- FLOOR AREA RATIO:
- 91.3%

- PROPOSED IMPERVIOUS SURFACE:
- BUILDING FOOTPRINT: 17,862 FT²
 - PAVED WALKING SURFACE: 5,580 FT²
 - PAVED PARKING SURFACE: 3,480 FT²

- PERCENT IMPERVIOUS:
- 95%

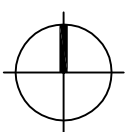
- PROPOSED LANDSCAPED AREA:
- 925 FT²

AVERAGE GRADE ELEVATION:

- POINT A (SOUTH): 222.52
- POINT B (EAST): 222.12
- POINT C (NORTH): 222.79
- POINT D (WEST): 222.79

- PARCEL #:
- 00553800003100
- ZONE:
- CENTRAL BUSINESS DISTRICT
- SITE AREA:
- 18,787 FT²

PROJECT DESCRIPTION:
DEVELOP VACANT PARCEL WITH NEW 3-STORY MIXED USE BUILDING
(CONSTRUCTION TYPE V-A) AND ASSOCIATED SITE WORK.



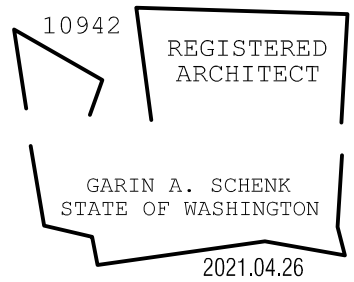
SITE PLAN

SCALE: 1" = 10'



ARCHITECTURE STUDIO of EVERETT
615 35TH STREET - EVERETT WA 98201
206.931.0990 GARIN@ARCHSTUDIOEVERETT.COM

STAMP:



CONSULTANTS:

PROJECT:

MILL SPUR MIXED-USE

1800 MAIN STREET
LAKE STEVENS, WA 98258

DRAWN:	GS
DATE:	2021.03.02
PROJECT #:	2021.06
SCALE:	PER DRAWING
PHASE:	

PROGRESS SET

FEBRUARY 22, 2022

REVISIONS:

NO.	DATE	DESCRIPTION
-----	------	-------------

TITLE:

SITE PLAN

SHEET:

A1.0



1800 MAIN STREET - DESIGN REVIEW APPLICATION

OCTOBER 4, 2021





PROJECT ADDRESS
1800 Main Street, Lakes Stevens WA 98258

Parcel Number: 0055380003100
Zoning Classification: Central Business District
Legal Description: Lots 31 and 32, Renas Addition to Lake Stevens, as per plat recorded in volume 12 of plats, on page 8, records of Snohomish County, Washington - except the east 12.00 feet thereof.

PROJECT DESCRIPTION:
The proposed project contains a 3 story mixed-use building on the SW corner of Main Street and Mill Spur Road. The project will consist 2 restaurants, a coffee shop/deli, a shared use commercial kitchen, 5 individual condominiums, and 26 parking spaces. The main level restaurants and coffee shop will have dedicated exterior entrances. Remaining tenants/uses will have access to a main lobby from both Mill Spur Road to the north, and the parking lot to the south. Additional parking is provided in adjacent parking lot to the west and on street parking to the north and east.

PROJECT TEAM
Owner: Lake View Flatts LLC
5418 123rd NE, Lake Stevens WA 98258

Architect: Architecture Studio of Everett
615 35th Street, Everett WA 98201

Landscape: Origin Design Group
1031 185th Avenue NE, Snohomish WA 98290

PROJECT INFROMATION

1800 MAIN STREET - DESIGN REVIEW APPLICATION
OCTOBER 4, 2021



CORNER OF MAIN AND MILL SPUR
(NORTHEAST CORNER)



NORTH FACADE



SOUTH FACADE

3-DIMENSIONAL VIEWS

1800 MAIN STREET - DESIGN REVIEW APPLICATION
OCTOBER 4, 2021



1 BRICK - COAL CREEK



2 WOOD COMPOSITE - TEAK



3 PAINTED METAL PANEL



4 WEATHERED STEEL



NORTH ELEVATION

1800 MAIN STREET - DESIGN REVIEW APPLICATION
OCTOBER 4, 2021



1 BRICK - COAL CREEK



2 WOOD COMPOSITE - TEAK



3 PAINTED METAL PANEL



4 WEATHERED STEEL



5 FIBER CEMENT PANEL



SOUTH ELEVATION

1800 MAIN STREET - DESIGN REVIEW APPLICATION
OCTOBER 4, 2021



1 BRICK - COAL CREEK



2 WOOD COMPOSITE - TEAK



3 PAINTED METAL PANEL



4 WEATHERED STEEL



5 FIBER CEMENT PANEL



EAST AND WEST ELEVATIONS

1800 MAIN STREET - DESIGN REVIEW APPLICATION
OCTOBER 4, 2021



PLANT COMMUNITY

TREES

SHRUBS

<u>TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>
	6	Ulmus propinqua `JFS-Bieberich` TM	Emerald Sunshine Elm	2" Cal.	B&B
<u>SHRUBS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>
	12	Arbutus unedo 'Compacta'	Dwarf Strawberry Tree	2 gal.	Pot
	12	Berberis thunbergii `Crimson Pygmy`	Crimson Pygmy Barberry	2 gal.	Pot
	9	Buxus sempervirens 'MonAlex' TM	Petite Pillar Dwarf Common Boxwood	2 gal.	Pot
	9	Ilex crenata `Hoogendorn`	Hoogendorn Japanese Holly	2 gal.	Pot
	15	Lavandula angustifolia `Munstead`	Munstead English Lavender	2 gal.	Pot
	16	Nandina domestica 'Gulf Stream' TM	Gulf Stream Heavenly Bamboo	2 gal.	Pot
	19	Pennisetum alopecuroides `Hameln`	Hameln Fountain Grass	2 gal.	Pot
<u>PERENNIALS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>
	12	Heuchera x `Peach Flambe`	Peach Flambe` Coral Bells	2 gal.	Pot
<u>GROUND COVERS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>
	110	Arctostaphylos uva-ursi	Kinnikinnick	4"	Pot
	33	Calluna vulgaris `David Eason`	Scotch Heather	4"	Pot

1800 MAIN STREET - DESIGN REVIEW APPLICATION
OCTOBER 4, 2021