

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.

January 3, 2023 - 6:00 PM

TWO WAYS TO PARTICIPATE:

In Person: At the Mill, Sawyers Room, 1808 Main Street, Lake Stevens OR

Join Zoom Meeting: <https://us02web.zoom.us/j/85254237114>

or call in at (253) 215-8782 Meeting ID 852 5423 7114

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Oath of Office**
 - A. Councilmember Ryan Donoghue
- 4. Roll Call**
- 5. Approval of the Agenda**
- 6. Election of Council President and Vice President**
 - A. Reference: Council Procedures
- 7. Citizen Comments**
- 8. City Department Reports**
 - A. Oath of Office for Police Officer Matthew Walters
Jeffrey Beazizo, Mayor
- 9. Consent Agenda**
 - A. Frontier Heights Grant Agreement
Sarah Garceau, Russ Wright
 - B. Contract Extension with Snohomish County for Sunset Park
Sarah Garceau, Russ Wright
 - C. Board and Commission Reappointments
Kelly Chelin
- 10. Discussion Items**
 - A. City Council / Planning Commission Joint Workshop
Russ Wright
 - B. Planning and Community Development 2022 Year End Report
Russ Wright
 - C. Council Board and Commission Liaisons

11. Adjourn

THE PUBLIC IS INVITED TO ATTEND

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.



COUNCIL PROCEDURES

ADOPTED

March 27, 2018

Revised September 11, 2018

Revised January 22, 2019

Revised March 10, 2020

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SECTION 1. AUTHORITY

- 1.1 Pursuant to RCW 35A.12.120, and other applicable law, the Lake Stevens City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall be in effect upon adoption by the Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

SECTION 2. COUNCIL MEETINGS

2.1 TYPES OF MEETINGS:

1. Regular - the Council meeting held as set by Ordinance.
2. Workshop – the Council meeting held as set by Ordinance.
3. Special - any Council meeting other than the Regular Council meeting. Notice shall be given at least 24 hours in advance. A Special Council meeting may be scheduled by the Mayor, Council President, City Administrator or at the request of not less than 4 Councilmembers.
4. Emergency - a Special Council meeting called without the 24-hour notice. An Emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Administrator, the Mayor or Council President with the consent of not less than 4 Councilmembers. The minutes will indicate the reason for the emergency.

- 2.2 The time and day of Council's regular meetings shall be set by ordinance and will be held at the location set by ordinance unless otherwise publicly announced.

Regular Council meetings times shall be set by ordinance and will normally adjourn no later than 9:00 p.m., unless pending business must be concluded. Extensions beyond 9 p.m. shall require passage of a motion by Council.

- 2.3 Council's Workshop Sessions will be scheduled as special meetings and may be held, when needed, as follows: From the hour of 7:00 p.m. and will adjourn no later than the hour of 9:00 p.m., on the first and third Tuesdays, of each month. To continue past this time of adjournment, passage of a motion by a majority of the Council will be required. Alternatively, Workshop Sessions may be scheduled immediately preceding a Regular Council meeting, with the start time to be determined based on the agenda, but in no event earlier than 5:00 p.m., and ending no later than 6:45 p.m. Council workshops may also be scheduled on other dates and times by special meeting notice.

Special Workshop sessions may be called by the Mayor, City Administrator, Council President or by three (3) or more Councilmembers.

Workshop Sessions will be informal meetings for the purpose of reviewing forthcoming programs, receiving progress reports on current programs or projects,

or receiving other similar information. The Council President, Council Vice-President and City Staff will determine on-going dedicated schedules for regular workshop sessions.

No final decisions will be made at a Workshop Session. Decisions on workshop matters will be scheduled for a Regular or Special Council meeting.

- 2.4 Information will be available to the public at each meeting stating a summary of the Rules of Procedure.
- 2.5 Staff/consultants will provide brief information and respond to questions by Councilmembers or as requested by the City Administrator or Presiding Officer.
- 2.6 Citizen comment/public hearing sign-ups will be available at each regular Council meeting.
- 2.7 All regular, workshop and special meetings will be electronically recorded.

The City Clerk will keep an account of all proceedings of the Council in accordance with the statutory requirements, and proceedings will be entered into a minute book constituting the official record of the Council.

City Council meeting minutes will not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

2.8 ORDER OF REGULAR COUNCIL MEETING AGENDA:

1. Call Meeting To Order:

The Presiding Officer calls the meeting to order.

2. Pledge of Allegiance:

The Mayor, Council President or designee leads the flag salute.

3. Roll Call:

The Council President will announce the attendance of Councilmembers and indicate any Councilmember who is not in attendance. The Council shall approve excused absences by vote. The official meeting minutes will always reflect the vote count on each action item.

4. Approval of Agenda:

The Council President, with the concurrence of the Councilmembers, may take agenda items out of order or add or remove agenda items.

5. Guest Business:

Persons or organizations invited or requesting to speak to the Council on specific identified topics will be scheduled under Guest Business. Guest

speakers will not be restricted to a limited amount of time for speaking unless requested by Council at the time of the meeting.

~~5-6.~~ Citizen Comments:

Members of the audience may comment on items relating to any matter not on the meeting agenda under Citizen Comments. Unless this rule is waived by motion of the Council, each speaker will be limited to three minutes to make their comments.

Council may, at its discretion, allow citizen comment on individual agenda items at times during any regularly scheduled City Council meeting after the item is introduced for Council but prior to Council discussion. The Presiding Officer will limit the amount of time permitted for each speaker to three minutes, until all persons have had an opportunity to speak. These agenda items include, but are not limited to, ordinances, resolutions and Council Business issues. Public testimony will be taken during Council's consideration of quasi-judicial matters.

7. Council Business:

Councilmembers may report on any Board/Commission meetings or significant activities or any other matter pertaining to City business since the last meeting. Subcommittee chairpersons will report on the activities of their respective subcommittees.

8. Mayor's Business:

Under Mayor's Business the Mayor usually addresses significant activities since the last meeting and items not previously discussed, such as future meetings of interest to the Council.

9. City Department Report:

City staff updates the Council on current issues or items of Council interest.

10. Consent Agenda:

Consent Agenda items are considered to be routine, non-controversial, or are items which have previously been studied and reviewed so as to not require additional discussion or debate. Such items may be approved by a single motion. Items on the Consent Agenda may include but are not limited to, minutes, resolutions and ordinances discussed at a previous City Council or Committee meeting, and previously authorized agreements. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action.

11. Public Hearing:

Citizens may comment on public hearing items. The Presiding Officer may limit the amount of time permitted each speaker until all persons have had an opportunity to speak. Further testimony from those who have spoken

may be allowed at the discretion of the Presiding Officer. The public hearing will be continued to another date to take additional testimony when the existing available time is not sufficient or as determined by the Council.

At the Public Hearing, staff's presentation is to give background and frame the issues for the Council and audience.

During public comment or public testimony, Council shall refrain from interactive exchanges with the audience. Council requests for clarification from audience should occur prior to the closure of the public portion of the hearing. Staff may be asked clarifying questions by Council during Council deliberations.

12. Action Items:

a. Proclamations:

A Proclamation is defined as an official announcement made by either the City Council or the Mayor.

b. Introduction and First Reading of Ordinances:

Discussion and debate by the City Council will be held at this time. Councilmembers shall decide whether to amend the ordinance, direct staff to further review the ordinance, or approve placing the ordinance on the Consent Agenda or as a separate agenda topic for second or third reading at an upcoming Regular Council meeting for enactment as an enforceable City law. The number of ordinance readings shall be considered item by item.

c. Resolutions:

A resolution is adoption of a City policy, practice or decision.

d. Other:

Any contract, agreement, or other form of business that requires formal action that is necessary to conduct City business.

e. Such other and additional items as required by law or by Council direction.

13. Citizen Comments:

Members of the audience may comment on items relating to any matter not on the meeting agenda under Citizen Comments. Unless this rule is waived by motion of the Council, each speaker will be limited to three minutes to make their comments.

Council may, at its discretion, allow citizen comment on individual agenda items at times during any regularly scheduled City Council meeting after the item is introduced for Council but prior to Council discussion. The Presiding

Officer will limit the amount of time permitted for each speaker to three minutes, until all persons have had an opportunity to speak. These agenda items include, but are not limited to, ordinances, resolutions and Council Business issues. Public testimony will be taken during Council's consideration of quasi-judicial matters.

13.14. Executive Session:

Executive session subjects are limited to considering such matters as are authorized under the Open Meetings Act or such other laws that authorize executive sessions. Executive session is a Council meeting that is closed except to the Council and authorized staff members and/or consultants. The public is restricted from attendance. Executive Sessions may be held during Regularly scheduled meetings or Special Council meetings and will be announced by the Mayor.

Before convening an Executive Session the Mayor shall announce the purpose of the executive session and the anticipated time when the session will be concluded and if any action shall be taken. Should the session require more time, a public announcement shall be made that the Executive Session is being extended.

15. Study Session:

Discussion items are generally items of significance that may require future action by Council.

16. Adjournment:

With no further business to come before the Council, the Presiding Officer adjourns the meeting by requesting a motion for adjournment.

17. Transportation Benefit District:

Agenda Items regarding the Transportation Benefit District will be clearly set out and identified as such under the section of the Agenda where they best fit.

SECTION 3. AGENDA PREPARATION

3.1 The City Clerk will prepare an agenda for each Council meeting specifying the time and place of the meeting, and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Administrator.

3.2 An item may be placed on a Council meeting agenda by any of the following methods:

- 1.** By a Councilmember if the item does not require staff preparation;
- 2.** By any two (2) Councilmembers;

3. By the City Administrator;
4. By a Council Committee;
5. By the Mayor.

- 3.3 An item may be placed on a regular Council meeting agenda after the agenda is closed if approved by the Mayor or City Administrator.
- 3.4 The City Clerk will endeavor to schedule sufficient time between public hearings and other scheduled items, so the public is not kept unreasonably waiting, and so the Council will have sufficient time to hear public comment or testimony and to deliberate matters among themselves.
- 3.5 Legally required and advertised public hearings will generally have a higher priority over other time-scheduled agenda items which have been scheduled for convenience rather than for statutory or other legal reasons.
- 3.6 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.
- 3.7 Agendas will be finalized by the Thursday prior to the Council meeting. Agenda packets will be available electronically to Council by 5:00 p.m. on the Thursday prior to the Council meeting, and available electronically to the public on the City's web page by 5:00 p.m. on the Friday prior to the Council meeting, unless posted otherwise. If late information becomes available after the packet is posted on the City's web page on the Friday prior to the meeting, or if information arrives from other sources, then a recess or delay may be considered by the Council.
- 3.8 All agenda item packet reports will be in the format provided by the City Clerk's Office.
- 3.9 The Council may use "Staff Recommendation Statement" language from staff reports or agenda item descriptions for making a motion.
- 3.10 Council agenda and packet material will be available to the public during regular meetings.

SECTION 4. COUNCIL DISCUSSION

- 4.1 All Council discussion shall be guided by **ROBERTS RULES OF ORDER, NEWLY REVISED**.

SECTION 5. COMMENTS, CONCERNS & TESTIMONY TO COUNCIL

- 5.1 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks will be addressed to the Council as a whole. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting.

- 5.2 The Presiding Officer has the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce the Rules of the Council. The Presiding Officer may command assistance of any peace officer of the City to enforce all lawful orders of the Presiding Officer to restore order at any meeting.
- 5.3 Citizens with complaints, concerns or questions, may be referred to separately bring the matter to the Mayor or relevant City staff, or ask that the matter be placed on a future City Council meeting, with the appropriate background information.

SECTION 6. MOTIONS AND VOTING

- 6.1 When making motions, Councilmembers will be encouraged to be clear and concise and to not include arguments for the motion within the motion.
- 6.2 After a motion has been made and seconded, the Council may deliberate and discuss their opinions on the issue prior to the vote. No further citizen comments may be heard when there is a motion and a second on the floor.
- 6.3 When the Council concurs or agrees to an item that does not require a formal motion, the Presiding Officer will summarize the agreement at the conclusion of the discussion and normally, a minute entry will be made.
- 6.4 A motion may be withdrawn by the maker of the motion, at any time, up until the question is called to vote without the consent of the Council.
- 6.5 A motion to table is undebatable and shall preclude all amendments or debates of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future Regular or Special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting.
- 6.6 A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special City Council meeting.
- 6.7 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- 6.8 A motion to call for the question shall close debate on the main motion and is undebatable. This motion must receive a second and fails without a two-thirds' (2/3) vote; debate is reopened if the motion fails.
- 6.9 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.

Motions that cannot be amended include: Motion to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.

Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).

- 6.10 Discussion of the motion only occurs after the motion has been moved and seconded.
- 6.11 If a motion does not receive a second, it dies. Motions that do not need a second include: Nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.
- 6.12 The Presiding Officer should acknowledge the motion and second prior to voting.
- 6.13 The City Clerk will repeat the motion and/or take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law.
- 6.14 Unless otherwise required by law, the passage or defeat of a motion shall be decided by a majority of those present and voting. Abstentions shall not be included in the vote tally, even if those voting in favor of the motion are less than a majority of the full City Council.

A motion that receives a tie vote is deemed to have failed, except pursuant to RCW 35A.12.100 Duties and authority of the mayor--Veto--Tie-breaking vote, the Mayor "shall have a vote only in the case of a tie in the votes of the councilmen with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money."

At the conclusion of any vote, the Presiding Officer will inform Council of the results of the vote.

- 6.15 When a question has been decided, any Councilmember who voted in the majority may move for a reconsideration and such motion must also be seconded by a member who voted in the majority. No motion for reconsideration of a vote shall be made after the meeting has adjourned but may be made at a subsequent meeting of the Council
- 6.16 The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these rules shall be guided by Robert's Rules of Order, Newly Revised.

In the event of a conflict, these Council Rules shall prevail.

SECTION 7. ORDINANCES

- 7.1 All ordinances shall be prepared or reviewed by the City Attorney. No Council initiated ordinance shall be prepared for presentation to the Council, unless two Councilmembers support the ordinance and staff has been consulted.
- 7.2 The City Clerk shall assign a permanent ordinance number at the time the ordinance is initiated.

- 7.3 The Presiding Officer shall read the title of the ordinance or the Ordinance number prior to voting unless the ordinance is on the Consent Agenda.
- 7.4 Prior to placement of an ordinance on the agenda, the City Attorney shall approve the ordinance as to form. After the City Attorney's signature, and passage of the Ordinance the City Clerk or designee shall obtain the signature of the Mayor. After the Mayor's signature, the City Clerk or designee shall sign the ordinance.
- 7.5 Ordinances, or ordinance summaries, shall be published in the official newspaper, as a legal publication, immediately following enactment.
- 7.6 Ordinances become effective five (5) days after the date of publication of the ordinance unless otherwise specified.

SECTION 8. MAYOR, COUNCIL PRESIDENT, AND COUNCIL VICE-PRESIDENT

- 8.1 The Presiding Officer at all regular and special meetings of the Council shall be the Mayor and all workshop sessions shall be the Council President.

At regular and special meetings in the absence of the Mayor, the Council President will act as Presiding Officer or in his/her absence the Council Vice-President. If the Mayor, Council President, and Vice-President are absent, the Council present shall elect one of its members to serve as Presiding Officer until the return of the Mayor, Council President or Council Vice-President.

At workshop sessions in the absence of the Council President, the Council Vice-President will act as the Presiding Officer or in his/her absence the Mayor. If the Council President, Vice-President, and Mayor are absent, the Council present shall elect one of its members to serve as Presiding Officer until the return of the Council President, Council Vice-President, or Mayor.

- 8.2 The Presiding Officer shall:
1. Preserve order and decorum in the Council chambers;
 2. Observe and enforce all rules adopted by the Council;
 3. Decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember in which case the Presiding Officer will defer to the City Attorney; and
 4. Recognize Councilmembers in the order in which they request the floor. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
 5. From time to time, the Mayor and/or Council President may appoint Councilmembers to serve on ad hoc committees.

SECTION 9. COUNCIL RELATIONS WITH CITY STAFF

- 9.1 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.
- 9.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.
- 9.3 All written informational material requested by individual Councilmembers shall be submitted by City staff, after approval of the Mayor or City Administrator, to all Councilmembers with a notation indicating which Councilmember requested the information.
- 9.4 A Councilmember shall not attempt to influence City staff in the selection, evaluation or discipline of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
- 9.5 A Councilmember shall not attempt to change the operating rules and practices of any City department.
- 9.6 Mail that is addressed to the Mayor and Councilmembers shall be copied and circulated by the City Clerk, as soon as practicable after it arrives.
- 9.7 The City Clerk shall not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.
- 9.8 No Councilmember shall direct the City Administrator to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.
- 9.9 Individual requests for information can be made directly to the Department Director. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor or City Administrator and may be referred to the Council.

SECTION 10. COUNCIL MEETING STAFFING

- 10.1 The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Administrator has an excused absence, the designated Acting City Administrator shall attend the meeting.
- 10.2 The City Attorney shall attend all meetings of the Council unless excused by the Mayor, and shall, upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.
- 10.3 The City Clerk, or designee, shall attend Regular and Special meetings of the Council, keep the official journal (minutes), and perform such other duties, unless excused by the Mayor, as may be needed for the orderly conduct of the meeting.

SECTION 11. COUNCILMEMBER ATTENDANCE AT MEETINGS

- 11.1 Councilmembers will inform the Mayor, the Council President, the City Administrator or City Clerk if they are unable to attend any Council meeting, or if they knowingly will be late to any meeting. The minutes will show the Councilmember as having an excused absence if approved by the Council.

SECTION 12. PUBLIC HEARINGS

- 12.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings be made.
- 12.2 Legislative (ordinance or miscellaneous) hearings do not require a decision be made even though information is presented.
- 12.3 Councilmembers shall comply with all applicable laws related to the conflict of interest requirements in the Appearance of Fairness Doctrine.

SECTION 13. MEDIA REPRESENTATION AT COUNCIL MEETINGS

- 13.1 All public meetings of the City Council and its boards/commissions shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting. Seating space shall be provided for the media at each public meeting.

SECTION 14. COUNCIL REPRESENTATION

- 14.1 If a Councilmember appears on behalf of the City before another governmental agency, such as the County Council or State Legislature, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember needs to state existing City policy and the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position. If a Councilmember wishes to clarify the Council's position on a policy issue, they should do so by requesting a Council resolution be prepared and voted on by the Council.

Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another governmental agency or community organization.

SECTION 15. CONFIDENTIALITY

- 15.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions or which are otherwise subject to the attorney-client privilege, to ensure that the City's position is not compromised. Any Councilmember having any contact or discussion needs to make full disclosure to the Mayor, City Administrator and/or the City Council in a timely manner.

SECTION 16. PUBLIC RECORDS

- 16.1 Public records created or received by the Mayor or any Councilmember should be transferred to the City Clerk's office for retention by the City in accordance with the Public Records Law. Public records that are duplicates of those received by, or in the possession of the City, are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained should be referred to the City Clerk.

SECTION 17. CITY ADMINISTRATOR EVALUATION ANNUAL PROCESS

- 17.1 The Mayor will determine the evaluation criteria and format for the process. As the City Administrator's immediate supervisor the Mayor shall issue the final annual evaluation. Council members will be given the opportunity to provide their observations, comments and recommendations.
- 17.2 The final step of the City Administrator evaluation process is for the Mayor to prepare amendments, if any, to the City Administrator's employment contract. This contract and any amendment thereto must to be approved by the City Council at a Council meeting.

SECTION 18. MAYOR/COUNCIL PRESIDENT/VICE-PRESIDENT SELECTION PROCESS

- 18.1 Mayor. The Mayor is elected per RCW Title 35A and other applicable election laws.
- 18.2 Council President. At the first regular meeting in January of each year, the members of the City Council shall elect, from their number, a Council President.
- 18.3 Council Vice-President. At the first regular meeting in January of each year, the members of the City Council shall elect, from their number, a Vice-President.

SECTION 19. CITY BOARDS/COMMISSIONS

- 19.1 Lake Stevens' boards and commissions provide an invaluable service to the City. Their advice on a wide variety of subjects aids the Mayor and Councilmembers in the decision-making process. Effective citizen participation is an invaluable tool for local government.
- 19.2 These boards/commissions are generally established by ordinance.
- 19.3 Councilmembers will be assigned as board/commission liaisons in January of each year or as needed. Staff shall provide liaisons with agenda and support material for such meetings. The liaison's role will be as an observer and not an active participant on the board or commission. The liaison may provide updates on City activities, and the liaison may report to Council on actions and activities by their assigned board or commission.
- 19.4 Appointments and reappointments of board/commission members, when vacancies and term expirations occur, shall be as follows:
1. Vacancies to the City's boards and commissions will be advertised in the City newspaper, on the City's web page, at City Hall and such other

locations as are deemed appropriate. Councilmembers will be provided with copies of applications of all qualified applicants received for boards/commissions vacancies.

2. All qualified applicants for a board or commission will be interviewed by a panel consisting of the Mayor, the Department Head and/or staff liaison, the Council liaison or designee to that board or commission, up to two additional councilmembers selected to participate in the interview process for boards and commissions at the beginning of each year, and the Chairperson or designee of the board or commission the applicant applied for.
3. Following the interviews, the interview panel makes a recommendation and the Mayor nominates a candidate for appointment to the vacant position.
4. The nominated candidate will be notified and requested to complete a criminal background check. All criminal background checks will be conducted by The Human Resources Department.
5. Following successful completion of the criminal background check the Mayor reviews nominee recommendation with Council at a regular Council meeting or at a workshop session. The recommendation should include the number of applicants interviewed, qualifications, and reason for the selection.
6. Mayor appoints board/commission member with Council approval at the regular Council meeting or next regular meeting if recommendation is made at a workshop session.
7. The newly appointed board/commission member will be invited to a subsequent Council meeting to be sworn in. In the case where multiple appointments are made in one Council meeting, all appointees will be sworn in as a group.
8. If the City Council does not confirm or reject the Mayor's nomination for appointment within thirty (30) days of submittal, the Mayor may proceed with the appointment.

SECTION 20. COUNCIL SUBCOMMITTEES

- 20.1 Council subcommittees are policy review and discussion arms of the Council. Subcommittees may study issues and develop recommendations for consideration by the Council. Subcommittees may not take binding action on behalf of the City. Subcommittees generally involve three or fewer councilmembers and therefore are not subject to the Open Public Meetings act.

Subcommittees will be established on an as-needed basis by motion or other action of the City Council

At its first meeting each year, each subcommittee should select from its members a chairperson who will oversee the meeting and report on the activities of the subcommittee to the Council at regular City Council meetings during Council Business.

- 20.2 Each subcommittee will have staff support as needed and assigned by the City Administrator. Staff will work with the subcommittee chairs to set agendas, provide support materials (including any sensitive communications by staff), and prepare reports as needed. The City Clerk or designee will attend subcommittee meetings and may prepare minutes. Subcommittee meetings will not be electronically recorded.
- 20.3 Even though the Open Meetings Act does not generally apply, subcommittee meetings are open to the public for observation only; no citizen comments or participation will be allowed.
- 20.4 The Mayor or City Administrator may send issues directly to subcommittees for their review in lieu of being referred to committee by the entire Council.
- 20.5 Subcommittee appointments shall be made by the Council President or in his/her absence by the Council Vice-President. The Council President will take into account the interests, availability to serve and requests of individual Councilmembers in making subcommittee assignments.
- 20.6 Membership of each subcommittee will consist of a maximum of three (3) Councilmembers unless otherwise approved by Council.
- 20.6 The Mayor and/ or City Administrator shall be an "ex officio" member of each subcommittee.

SECTION 21. AD HOC CITIZEN ADVISORY BOARDS

21.1 PURPOSE

To effectively use valuable resources provided by the citizenry at large to deal with issues on which more citizen input is judged to be needed. Each Board shall be given a clearly defined goal and adequate information to help them understand their role in the governmental structure. Unless determined otherwise by action of the City Council the authority of such Boards will be limited to providing informal input and recommendations to the City Council.

21.2 APPOINTMENT PROCEDURES

The boards will consist of no more than five citizen members (selected by the Mayor and confirmed by the City Council), the Mayor or designee, a staff person, and Councilmember if desired.

21.3 STAFF SUPPORT

Each Ad Hoc Advisory Committee will have staff support as needed and assigned by the City Administrator. Staff will work with the committee to provide support materials and prepare reports.

SECTION 22. FILLING CITY COUNCIL VACANCIES

22.1 PURPOSE

To provide guidance to the City Council when a Lake Stevens Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only until the next regular municipal election, wherein the person elected will serve the remainder of the unexpired term.

22.2 REFERENCES

RCW 42.30.110(h) - Executive Session Allowed to Consider Qualifications of a Candidate for Appointment to Elective Office

RCW 42.30.060 - Prohibition on Secret Ballots

RCW 42.12 - Vacant Position

RCW 35A.12.050 - Vacancies - Filling of Vacancies in Council/Mayor Form of Government

22.3 APPOINTMENT PROCESS

1. A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember. The Councilmember who is vacating his or her position cannot participate in the appointment process.
2. The City Council shall direct staff to begin the Councilmember appointment process and establish a notice, application, interview and appointment schedule, so that the position is filled at the earliest opportunity.
3. The City Clerk's Office shall prepare and submit to the City's Official Newspaper, with courtesy copies to all other local media outlets, a Notice of City Council Vacancy, which announces the vacancy consistent with the requirements necessary to hold public office. The City's web page and other social media may also be used to announce the Council vacancy.
4. The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at Lake Stevens City Hall, on the City web site, and such other locations that the City Council deems appropriate. Copies of the advertisement will be provided to current members of City of Lake Stevens' boards and commissions.
5. Applications received by the deadline date and time will be copied and circulated, by the City Clerk's Office to the Mayor and City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.

6. The City Clerk's Office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special session City Council meeting.
7. The City Clerk's Office shall notify applicants of the location, date and time of City Council interviews.
8. Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember.
9. Prior to the date and time of the interview the City Clerk or designee will make inquiry of each applicant to determine eligibility to hold office and to fill the Council vacancy in the City.

22.4 INTERVIEW MEETING

Depending on the number of applicants to be interviewed, each interview of an applicant/candidate shall be approximately 15 minutes in length as follows:

1. The City Council shall ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions.
2. An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions.
3. The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.
4. The Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

22.5 VOTING

Upon completion of the interviews, Councilmembers may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, nominations and votes taken by the Council shall be in open public session.

1. The Mayor shall ask for nominations from the Councilmembers.
2. In the case of one vacancy to be filled, balloting will continue until a nominee receives a majority of four (4) votes.
3. At any time during the balloting process, the City Council may postpone balloting until a date certain or regular meeting if a majority vote has not been received.
4. Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.

5. The Mayor shall declare the nominee receiving the majority vote as the new Councilmember. The new Councilmember shall be sworn into office by any person authorized under state law to administer oaths, at the earliest opportunity or no later than the next regularly scheduled City Council meeting.
6. In the case of a tie vote, the Mayor may cast a vote.
7. If the City Council does not fill the vacancy within 90 days of the declared vacancy, the Revised Code of Washington delegates appointment powers to Snohomish County.

SECTION 23. MISCELLANEOUS

- 23.1 When Councilmembers register to attend an official conference requiring voting delegates, such as the Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting, by a majority vote; when possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

SECTION 24. SUSPENSION AND AMENDMENT OF RULES

- 24.1 Any provision of these rules not governed by state law or ordinance, may be temporarily suspended or waived by a two-thirds (2/3) majority vote of the Council.
- 24.2 These rules may be amended, or new rules adopted, by a majority vote of the Council.
- 24.3 While not required, these Rules should be reviewed approximately every 2 years for the purpose of keeping up to date with legal requirements and for purposes of confirming that actual practices conform with these rules.

CITY COUNCIL STAFF REPORT



Agenda Date: 1/3/2023

Subject: Frontier Heights Grant Agreement

Contact Person/Department: Sarah Garceau, Russ Wright, Parks Department

Budget Impact: inflow of \$412,470.00

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the Mayor to accept funds awarded by RCO for Frontier Heights improvements.

SUMMARY/BACKGROUND:

City Council passed Resolution 2020-10 in May, 2020 allowing the Mayor to sign the grant application with Washington Recreation and Conservation Office (RCO) for improvements at Frontier Heights Park. The city was awarded funds from the 2020 application in the amount of \$412,470.00 for improvements. Acceptance of the funds allows the city to seek reimbursement for construction work performed and places a covenant on the property reserving it for recreation purposes consistent with the application and grant agreement.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Agreement

Project Sponsor: City of Lake Stevens
Project Title: Frontier Heights Phase 2

Project Number: 20-1851D
Approval Date: 11/18/2022

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Lake Stevens (Sponsor, and primary Sponsor), PO Box 257, Lake Stevens, WA 98258, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Lake Stevens will use this grant to complete phase 2 of Frontier Heights development, located at 8801 Frontier Circle W. in Lake Stevens. Development will include a viewing labyrinth, sensory garden, exercise equipment, landscaping and additional parking. The primary recreation opportunity provided by the project will be outdoor exercise and interpretive sites.

PERIOD OF PERFORMANCE

The period of performance begins on January 1, 2023 (project start date) and ends on December 31, 2025 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this development project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$309,352.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Local Parks	75.00%	\$309,352.00	State
Project Sponsor	25.00%	\$103,118.00	
Total Project Cost	100.00%	\$412,470.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Recreation Programs - Manual 10a

SPECIAL CONDITIONS

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Russ Wright
Community Development Director
PO Box 257
Lake Stevens, WA 98258
rwright@lakestevenswa.gov

RCO Contact

Dan Haws
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
dan.haws@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1851, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Lake Stevens

By: _____

Date: _____

Name (printed): _____

Title: _____

State of Washington Recreation and Conservation Office

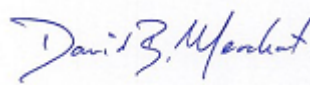
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____

for Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 09/15/2022

Project Sponsor: City of Lake Stevens
Project Title: Frontier Heights Phase 2

Project Number: 20-1851D
Approval Date: 11/18/2022

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Frontier Heights Park

General Site Improvements

Develop viewpoint

Number of designated viewpoints:

1 new, 0 renovated

Select the viewpoint structures:

Benches/seating, Viewing platform

Landscaping improvements

Acres of landscaped area :

0.20

Select the landscape features:

Groundcover, Native vegetation, Other, Raised beds, Trees/shrubs

Parking and Roads

Parking development

Number of vehicle parking stalls:

15 new, 0 renovated

Number of vehicle with trailer parking stalls:

0 new, 0 renovated

Number of accessible parking stalls:

Vehicle

3

Vehicle with trailers

0

Select the parking surfaces :

Asphalt

Select the parking enhancements:

Bio-swale, Catch basins, Security lighting, Striping, Wheel stops

Sports Facilities

Install fitness course

Number of fitness courses:

1 new, 0 renovated

Fitness course type and size:

Fitness center (acres)

0.0

Fitness trail (miles)

0.5

Number of fitness/workout stations:

5 new, 0 renovated

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: City of Lake Stevens
Project Title: Frontier Heights Phase 2

Project Number: 20-1851D
Approval Date: 11/18/2022

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Cultural Resources Complete	01/01/2023	For the current scope of work, no additional cultural resources work required at this time. RCO concurs with DOE made by Department of Commerce 2018 -02-01212. Project may proceed in accordance with RCO's Unanticipated Discovery Plan.
	Project Start	01/01/2023	
	Progress Report Due	06/30/2023	
	Annual Project Billing Due	07/31/2023	
	60% Plans to RCO	09/30/2023	
	Progress Report Due	12/31/2023	
	Applied for Permits	03/31/2024	
	SEPA/NEPA Completed	03/31/2024	
	All Bid Docs/Plans to RCO	04/30/2024	
	Bid Awarded/Contractor Hired	05/31/2024	
	Construction Started	06/30/2024	
	Progress Report Due	06/30/2024	
	Annual Project Billing Due	07/31/2024	
	Progress Report Due	12/31/2024	
	Progress Report Due	06/30/2025	
	Annual Project Billing Due	07/31/2025	
	Construction Complete	10/31/2025	
	RCO Final Inspection	10/31/2025	
	Funding Acknowl Sign Posted	10/31/2025	
	Final Billing Due	12/15/2025	
	Final Report Due	12/31/2025	
	Agreement End Date	12/31/2025	

Project Sponsor: City of Lake Stevens
Project Title: Frontier Heights Phase 2

Project Number: 20-1851D
Approval Date: 11/18/2022

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/03/2022.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.

- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or

communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization

affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.
- 2) Make the IDP readily available to anyone working at the project site.
- 3) Discuss the IDP with staff and contractors working at the project site.
- 4) Implement the IDP when cultural resources or human remains are found at the project site.

F. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a

waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the

equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if

the RCO guidance would not meet such requirements.

- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;

- 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy

of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean

all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

CITY COUNCIL STAFF REPORT



Agenda Date: 1/3/2023

Subject: Contract Extension with Snohomish County for Sunset Park

Contact Person/Department: Sarah Garceau, Russ Wright, Parks Department

Budget Impact: inflows of \$5,000.00

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the contract extension with Snohomish County for Sunset Park Improvements

SUMMARY/BACKGROUND:

The city applied for and was awarded funds from Snohomish County in 2021 to improve Sunset Beach Park. Planning and design were carried out in 2022 and a contract extension is required in order to submit for reimbursement. Snohomish County has prepared an extension to the contract to allow for billing in 2022 and the Snohomish County Council approved the agreement on December 28, 2022.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Agreement
2. Motion 22-562

AGENCY: City of Lake Stevens
CONTACT PERSON: Russ Wright
ADDRESS: P.O. Box 257
1812 Main Street
Lake Stevens, WA 98258
TELEPHONE/FAX NUMBER: 425-622-9424
COUNTY DEPT: Snohomish County Council
DEPT. CONTACT PERSON: Jim Martin

TELEPHONE/FAX NUMBER: 425-388-6250/425-388-3496
PROJECT: Sunset Park Improvements
AMOUNT: \$5,000.00
FUND SOURCE: 191-5167005204
CONTRACT DURATION: Through December 31, 2022

AGREEMENT FOR SMALL CAPITAL PROJECTS PARTNERSHIP PROJECT

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the City of Lake Stevens, a municipal corporation in the State of Washington (the “Agency”).

RECITALS

WHEREAS, RCW 82.46.035 authorized counties planning under the Growth Management Act the authority to levy an additional quarter percent tax on all sales of real estate; and

WHEREAS, by that legislation, this additional quarter percent tax on sales of real estate must be used solely on capital projects that are listed in a capital facilities plan; and

WHEREAS, capital projects are defined as public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems; and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and

WHEREAS, by Ordinance No. 14-125, adopted December 17, 2014, the Snohomish County Council provided funding within the Real Estate Excise Tax Fund for an application process for a Small Capital Projects Partnership (SCPP) grant program; and

WHEREAS, applications for the SCPP grants were received when due, October 31, 2020; and

WHEREAS, a review team evaluated and ranked the applications and made recommendations to County Council in November, 2020; and

WHEREAS, the Agency's project was one of five projects recommended by the review team and authorized by the County Council for funding by Motion 20-486 approved on November 16, 2020;

WHEREAS, the County determined that the Agency's project is eligible for the SCPP grant funding; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

- 1. Purpose of Agreement; Project Scope.** The purpose of this Agreement is to provide funding for the Agency's Sunset Park Improvements.
- 2. Term; Time of Performance.** This Agreement shall be effective on the date on which it has been executed by authorized representatives of both parties and shall expire on December 31, 2022. The Agency shall commence Project work immediately and complete the Project work required by this Agreement no later than December 31, 2022.
- 3. Reimbursement of Project Expenses.** Subject to Section 6 hereof and upon the completion of the Project to the satisfaction of the County, the County will reimburse the Agency for Project expenses as set forth in the Project budget in Appendix A: The Agency shall submit a request for reimbursement for Project expenses supported by detailed statements, including invoices from third parties incident to those Project expenses, if any, indicating Project work performed as appropriate and consistent with the schedule of Project work outlined in Appendix A. Total requests for reimbursement for this Project shall not exceed \$5,000.00 (the "Contract Maximum").
- 4. Direction and Control.** The Agency agrees that it will perform the Project work under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that neither the Agency nor its employees are entitled to any benefits or rights enjoyed by employees of the County. The Agency specifically has the right to direct and control Agency's own activities in performing the Project work in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.
- 5. Changes.** No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. Indemnifications and Hold Harmless-Except for the sole negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature which are in any way resulting from Agency's activities and/or services associated with this Agreement. The duty to indemnify and hold the County harmless shall not extend to any claim regarding the City's eligibility to receive grant funding, unless such claim arises out of a misrepresentation by the City to the County that the County reasonably relied upon to its detriment-

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Agency. In addition Snohomish County shall be entitled to recover from the Agency its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

7. Insurance; No Limitation.

At execution of this Agreement, the Agency, at its' own cost, shall have procured and will maintain for the duration of this Agreement, General Liability and Commercial Automobile Liability insurance with limits of not less than \$1 million combined single limit per occurrence.

Subcontractors:

The Agency shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement not provided by the Agency, shall be subject to all of the requirements stated herein.

8. Non-Discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Agency shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Agency of the Agency's compliance with the requirements of Chapter 2.460 SCC. If the Agency is found to have violated

this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Agency's obligations under other federal, state, or local laws against discrimination.

9. Compliance with Laws. The Agency shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

10. Termination.

a. If the Agency breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Agency only for the costs of the Project work accepted by the County for reimbursement in accordance with Sections 3 and 8 hereof.

b. The County may terminate this Agreement upon thirty (30) calendar days' written notice to the Agency for any reason other than stated in paragraph a of this Section 14, in which case the County shall pay the Agency for all costs incurred by the Agency in performing this Agreement prior to the date of termination. Payment shall be made in accordance with Sections 3 and 8 hereof.

c. Termination shall not affect the rights of the County under any other section or paragraph herein.

11. Notices. All notices and other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Council 3000 Rockefeller Avenue, M/S 610 Everett, Washington 98201 Attention: Jim Martin Legislative Analyst
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If to the Agency:	City of Lake Stevens P.O. Box 257 1812 Main Street Lake Stevens, WA 98258 Attention: Russ Wright
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The County or the Agency may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

12 Waiver. Failure of the County to exercise any rights or remedies under this Agreement shall not be a waiver of any rights or remedies by the County and shall not prevent the County from pursuing those rights or remedies at any future time.

13. Nonassignment. The Agency shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the County.

14. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit and schedule and the text of this Agreement, the text shall prevail.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

16 Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Agency, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Agency, as the case may be.

17. 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.

18. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

SNOHOMISH COUNTY:



County Council

Date: 12/28/22

Date: _____

Approved as to form only:

Counsel to the Agency Date

COUNCIL USE ONLY
Approved <u>12/28/22</u>
ECAF # <u>2002-1345</u>
MOT/ORD <u>Motion 22-562</u>

APPENDIX A
SCOPE OF WORK
AND PROJECT BUDGET

AGENCY: City of Lake Stevens

PROJECT: Sunset Park Improvements

SCOPE OF WORK

1. The Agency will be reimbursed by the County for Project work, including eligible expenses incurred in executing the Project, pursuant to the Agreement in an amount not to exceed the Contract Maximum of \$5,000.00 .

The Agency shall rehabilitate and pave the parking lot along East Lake Stevens Road, install park signage, add a portable restroom, replace the fence that is in disrepair adjacent to the neighboring residential properties, and improve the site screening and landscaping at Sunset Park.

Expenses eligible for reimbursement under the Agreement are defined as those listed in the ‘COUNTY’ line of the Project Budget below and, to the extent not inconsistent with this Appendix A. Invoices submitted to the County by the Agency will include itemized invoices from third parties, if any, for all eligible expenditures for which the Agency seeks reimbursement. In order to ensure timely closeout of the Project, the Agency shall submit its final invoice to the County no later than thirty (30) calendar days after completion of the Project work to be reimbursed pursuant to this Agreement, PROVIDED THAT, in no event shall billings submitted after that date to be paid by the County and PROVIDED FURTHER, that the aggregate of all billings submitted by the Agency and paid by the County pursuant to this Agreement shall not exceed the Contract Maximum of \$5,000.00.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 22-562

EXTENDING APPROVED AWARDS OF SMALL
CAPITAL PROJECT PARTNERSHIP (SCPP) GRANT

WHEREAS, Snohomish County Council recognizes the value of small neighborhood park and activity centers; and

WHEREAS, the County Council also recognizes that it is difficult for certain small capital projects to compete for funding; and

WHEREAS, to address this concern, in 2012 the Council established funding and a process for such groups and organizations to apply for funding specifically directed at small neighborhood projects meeting the criteria; and

WHEREAS, that funding has been continued through 2020; and

WHEREAS, the criteria includes obtaining a partnership with a city or school district with a capital plan that includes the project; and

WHEREAS, in order to allow for additional applicants, Council passed Motion 20-395 on September 28, 2020, to extend the deadline for application to October 31, 2020; and

WHEREAS, the Council passed Motion 20-486 on November 16, 2020, authorizing staff to develop an agreement with the Lake Stevens for \$5,000 for Sunset Park Improvements; and

WHEREAS, the agreement was executed on January 8, 2021; and

WHEREAS, the improvements were not completed until 2022 and an extension is needed;

NOW, THEREFORE, ON MOTION, the Snohomish County Council approves the 2022 agreement with the City of Lake Stevens for Sunset Park Improvements.

PASSED this 28th day of December, 2022.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Clerk of the Council

CITY COUNCIL STAFF REPORT



Agenda Date: 1/3/2023

Subject: Board and Commission Reappointments

Contact Person/Department: Kelly Chelin, Administration

Budget Impact: n/a

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Confirm the Mayor's reappointment of the incumbents listed below to the Library Board, Salary Commission and Planning Commission.

SUMMARY/BACKGROUND:

The 5 incumbents listed below have terms that have expired. Each have expressed a desire to stay on their respective board or commission and have asked to be reappointed. The Mayor has agreed to the reappointment of each of these incumbents.

	Position #	Name	Term Length	New Term Expires
Library Board	5	Shaelynn Charvet-Bates	4 years	12/31/2026
	6	Melissa Maffeo	4 years	12/31/2026
	8	Emily Stainbrook	4 years	12/31/2026
Salary Commission	2	Kaity Hord	3 years	12/31/2025
Planning Commission	4	Janice Huxford	4 years	12/31/2026

APPLICABLE CITY POLICIES:

n/a

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 1/3/2023

Subject: City Council / Planning Commission Joint Workshop

Contact Person/Department: Russ Wright, Community Development

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

The recommended action is for the City Council to review and discuss the 2023 Long-Range Planning Work Program as presented. Action will take place by consent at a regular meeting.

SUMMARY/BACKGROUND:

Each year, staff develops a Long-Range Planning Work Program that is reviewed and approved by City Council and includes items such as Comprehensive Plan amendments, development code amendments, annexations and other long-range planning projects. In 2022, the following items were processed by staff, reviewed by the Planning Commission and/or City Council:

- 2022 Comprehensive Plan Docket and concurrent rezones
- Shoreline Master Program Inventory and Updates
- Lake Stevens Industrial Center Analysis
- Stormwater Management Manual
- Short-Term Rentals (Tourist Homes)
- Storage Facilities
- Code Clean-up

Other Items

As funding for periodic update items became available, Planning and Community Development (PCD) applied for and received grants for a Housing Action Plan and

Climate Mitigation Plan. These planning documents will become part of the 2024 Comprehensive Plan Update. PCD staff also worked with Snohomish County through Snohomish County Tomorrow on the updated buildable lands reports, revised growth allocations and new housing and employment targets. PCD worked with Urban 3 and Retail Strategies on economic development topics.

2023 WORK PROGRAM

The draft 2023 work program primarily consists of the Planning Commission's and PCD's proposed long-range work plan (**Attachment 1**). It includes carryover code amendments from the 2022 work program as well as new projects. Dates identified in the work program are subject to change, depending on feedback from the Planning Commission and City Council that may result in additional research, workshops or committees. Most of the 2023 work program will be devoted to the 2024 Periodic Comprehensive Plan Update and implementing regulations and carryover code amendments from the 2022 work program.

Code Amendments

The draft 2023 work plan contains the following carry-over and new code amendment projects:

- **Short-Term Rentals** – In 2022, the Planning Commission and City Council considered draft ordinances for short-term rentals to replace the city's tourist home code [LSMC 14.44.064](#). In November 2022, the City Council decided to create a new advisory group comprised of citizens, planning commissioners and council members to further study this issue and present a revised ordinance. The advisory group is scheduled to hold three meetings, with a draft ordinance anticipated by late February 2023.
- **Park Impact Fee Review** – PCD staff will work with the Parks and Recreation Department to review the park impact fee code ([Chapter 14.120 LSMC](#)), including how impacts and park mitigation fees are calculated, which may lead to revised park impact fees in the city's fee schedule.
- **General code clean-up** (carryover) – This project will be a comprehensive overview of the zoning code to identify inconsistencies and clarify any ambiguous sections. Staff has developed a scope and schedule for the project, which will be introduced in January 2023.
- **Review Process Code** (carryover) – Audit processing sections of the city's zoning code (Chapters [14.16A](#) and [14.16B](#) LSMC) to make sure it is streamlined while providing ample opportunity for public input. Potential changes to the Growth Management Act (GMA) that are currently being discussed may introduce new public engagement requirements at the local level, which may push out the timeline for this amendment to implement these state-level changes.

- **ICC Code Updates** – The building code is updated periodically by the Washington State Code Council. This project would be adopted by reference and consider local updates to the International Building and Fire Codes.
- **Mixed-Use Regulations** (if time allows) – Review the city’s mixed-use regulations both within subareas ([LSMC 14.38.020](#)) and the city’s designated mixed-use zoning districts ([LSMC 14.36.025](#)) to provide more clarity on topics such as horizontal vs. vertical mixed-use components and the required amount of commercial space.
- **Solicitors License Update** – The city reviews business licenses for peddlers, canvassers and solicitors pursuant to [Chapter 4.04 LSMC](#). Sections related to background checks are currently unfeasible and need to be modernized.
- **LS Industrial Center Update** – Implementation of any actions identified in the LSIC analysis (scheduled for completion in Winter/Spring 2023).
- **Housing Action Plan (HAP)**– implementation of actions identified in the HAP, including tiny houses, refinements to the infill code, mixed-use code, incentives and other recommendations to be identified in the plan (scheduled for adoption in June 2023).
 - **Tiny House / Micro Housing** (carryover) – The city allows tiny homes that meet building code and zoning standards for manufactured homes. This project would explore specific land use policies to permit tiny houses. Proposed changes to the Growth Management Act (GMA) will provide more guidance on tiny homes.
- **Climate Mitigation Plan (CMP)**– Implementation of actions identified in the CMP including tree preservation and others to be identified in the plan. The city has selected a consultant, with CMP work expected to commence in the coming weeks.
 - **Tree Retention** – The city’s existing tree retention code ([LSMC 14.76.120s](#)) is out of date and has significant conflicts with practical implementation.
- **Streets and Sidewalk Code** – PCD and Public Work staff have identified needed changes to [Chapter 14.56 LSMC](#).

Comprehensive Plan Docket

The city will process the following amendments to the Comprehensive Plan:

- The city will work with consultants to complete the Housing Action Plan and Climate Mitigation Plan in early-to-mid 2023. The Planning Commission and City Council have had briefings on these projects.
- The city intends to process the minimum number of amendments necessary as part of the annual 2023 docket, such as the capital facilities plan and any citizen-initiated changes that are approved for the 2023 docket by the City Council. Citizen-initiated requests will be accepted through January 31, 2023.

- 2024 Comprehensive Plan Periodic Update – Jurisdictions are required to update their comprehensive plans and development regulations periodically to remain compliant with state growth management and Puget Sound Regional Council requirements. Lake Stevens must complete its major updates by the end of 2024. The last major update to the Lake Stevens Comprehensive Plan occurred in 2015. The city will receive grant funding through the Department of Commerce to help complete its plan updates. The city will retain a consultant firm to help accomplish the plan update. All elements of the plan will be reviewed and updated.

Other Items

- City staff will work to implement the city's annexation strategy, which includes the annexation of the remaining pockets of unincorporated Snohomish County near NE 12th St/131st Ave NE and Highway 92/Old Hartford Rd.
- City staff will coordinate with Community Transit on micro-transit options as part of the pilot program for Lake Stevens.
- Staff will monitor and comment on the Snohomish County 2024 Comprehensive Plan Docket, including proposed UGA expansions for Lake Stevens.
- Staff will continue to coordinate with regional boards, including Snohomish County Tomorrow, Alliance for Affordable Housing and Puget Sound Regional Council.
- Finally, staff will continue to identify opportunities for economic development.

Staff is ready to discuss any of the work plan items. It should be noted, the work plan is subject to change and addition, as the city receives citizen-initiated code amendments that the City Council may want to consider, or other code changes initiated by the city in response to case law or legislative changes.

APPLICABLE CITY POLICIES:

The Council gives the Planning Commission direction on work activities as an advisory body.

ATTACHMENTS:

1. 2023 Long Range Work Program_12-21-2022



Lake Stevens 2023 Long Range Work Program					
Amendments	1 st quarter	2 nd quarter	3 rd quarter	4 th quarter	Status / Notes
<i>Zoning Code</i>					
1. Short Term Rentals	PC/CC				Carryover from 2022 – adopt an ordinance for Short Term Rentals that will replace the current Tourist Home ordinance.
2. Park Impact Fee Update	PC	CC			Streamline Code Carryover – will work with Parks Dept to review code and impact fees and projects listed in adopted capital facilities plan.
3. Code Clean Up	PC	CC			Carryover – started 4 th Quarter 2022
4. Review Process Code 14.16A and 14.16B	PC	CC			Streamline Code Carryover – tentative start November
5. Mixed-use Code Update – Review the city’s mixed-use regulations both within subareas and the city’s designated mixed-use zoning districts		PC/CC	PC/CC		Streamline Code Carryover
6. Solicitors License – Chapter 4.04 City’s solicitors license code is out of date and includes elements that cannot be practically administered.	PC	CC			Streamline Code Coordinate with PD and city attorney’s office.
7. LS Industrial Center Update implementation of any actions identified in the LSIC analysis		PC/CC	PC/CC		Economic Development Potential zoning code updates to implement the LSIC analysis

8. ICC Code Updates – Periodic updates to the International Building and Fire Codes	PC	CC			State Mandate: Periodic updates to the ICC codes
9. Housing Action Plan (HAP) implementation of actions, including refinements to the infill code, tiny houses, incentives and others identified in the plan			TBD – 12 to 18 months depending on HAP		State Mandate: Housing Options / Economic Development Carryover to 2023 – HAP measures w/ specific scope 3rd quarter 2023
10. Climate Mitigation Plan (CMP), implementation of actions identified in the CMP including tree retention and other items identified in the plan			TBD – 12 to 18 months depending on CMP		Comp Plan Update: Environment Carryover to 2023 – CMP measures w/ specific scope 3rd quarter 2023
11. Streets and Sidewalk Code			TBD – 12 to 18 months depending on CMP		Comp Plan Update: Public Facilities Carryover to 2023 – to be completed with periodic comprehensive plan update of the transportation element
<i>Comprehensive Plan</i>					
1. 2024 Periodic Update / Annual Docket (if needed) a. 2023 Docket (limited) b. All Elements	PC / CC	PC	PC	PC / CC	• Annual Update and Periodic Update • Limited 2023 Update (capital facilities) • Start mandatory 2024 periodic update including scoping, public engagement, land use alternatives analysis and revised elements and maps
2. Hartford / Machias Infrastructure & Market Analysis	PC / CC				Economic Development Carryover – will carry over to Q1 2023



2. Housing Action Plan	PC	PC / CC			2024 Comp Plan In progress - will carry over to Q2 2023. Due to Commerce in June 2023
3. Transportation Analysis				PC / CC	2024 Comp Plan Will carry over to 2023 as part of Periodic Comp Plan Update
<i>Annexations</i>					
Northeastern Annexation	TBD				Implement Annexation Plan
Petition Placeholder	TBD				Process citizen-initiated annexations as requested
<i>Other Items</i>					
1. Micro Transit Options	TBD – Regular check-ins with City Council				Coordinate w/ Community Transit on options for Micro-Transit in the city as a pilot program
2. Snohomish County Tomorrow / Alliance for Affordable Housing	Continue participation in SCT, TAC and AHA – report out to PC and Council on actions				
3. RUTA Analysis (Potential UGA Expansions)	Ongoing – All application materials and fees have been submitted to Snohomish County and are being considered as part of their 2024 Comprehensive Plan Update. Public comments are due in January 2023, and the city will be providing comments on several proposals, including those that would expand the city's Urban Growth Area (UGA).				
4. Economic Development Marketing Materials	Ongoing				

General Schedule – subject to change based on staff and funding availability.

1st Quarter January through March

2nd Quarter April through June

3rd Quarter July through September

4th Quarter October through December

CITY COUNCIL STAFF REPORT



Agenda Date: 1/3/2023

Subject: Planning and Community Development 2022 Year End Report

Contact Person/Department: Russ Wright, Community Development

Budget Impact: NA

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

No Action - Informational Item

SUMMARY/BACKGROUND:

The Planning and Community Development Department prepares an annual report to highlight project activities and trainings completed across its different divisions (Attachment 1). This is an informational item for the Council's review. Staff is available to answer any questions.

APPLICABLE CITY POLICIES:

NA

ATTACHMENTS:

1. 2022 PCD Year End Report



ATTACHMENT 1

PLANNING & COMMUNITY DEVELOPMENT

2022 YEAR END REPORT

Planning and Community Development (PCD) remained busy throughout 2022 with an increase in building permits over 2021. Residential development was strong with new neighborhoods, townhomes and apartments being designed or built.

Several important commercial projects progressed in 2022. Costco and the Arco AM/PM at Lake Stevens Landing (Soper Hill) opened in December 2022. The city welcomed the Wet Rabbit Carwash on 91st Ave NE and Autoright Motors on 20th Street SE. Starbucks and Chipotle are under construction at Lake Stevens Landing. The long-needed Lake Stevens Food Bank is under construction.

PCD welcomed Permit Lead Cody Schwindt; Building Inspectors Caleb Glaser and Angel Barron; Assistant Planner Nico Faz; Code Enforcement Officer Cameron Fauth; and Civil Plans Reviewer Mariamne Busby.

Planning and Community Development said goodbye to our Parks Division in 2022.

2022 ACCOMPLISHMENTS

PROCESS AND TRAINING

- PCD embraced training/mentoring and process improvements as the key departmental focuses for the year. Several staff members were able to attend LEAN Training: Christi Schmidt, Carol Manus and Cody Schwindt. Their efforts have resulted in the implementation of several process improvements:
 - **Forms** – Staff has started updating forms and processes (underway) for customers and internal staff;
 - **Efficiency in inspections** – To improve inspection response times, staff combined related inspections, deleted redundant inspections and added a new mandatory Washington State Energy Code inspection;
 - **Event Permits** – PCD and Parks staff outlined the current process, evaluated unnecessary steps, and met with internal and external stakeholders, which resulted in an updated process, new webpage and handouts/application forms as well as internal training for staff;
 - **Business Licenses** – Staff outlined the current process, met with stakeholders, and coordinated with the Department of Revenue on new online application forms and staff training which has resulted in a revised process, updated webpage, new handouts, and a new online commercial business license review process;
 - **Developed building histories for all commercial buildings** – When reviewing commercial projects, staff began documenting important life safety information about the structure and other important project information to ensure there is a clear history with future uses or changes;
 - **Auditing all permit fees** – Staff worked with the permit software provider to review and test all fees to ensure they were correct;
 - **Fire Permits were added to online permitting** – Customers can now submit fire permits online like other permit types, reducing delays and errors in processing; and



One Community Around the Lake

- **Bond Management** – PCD took over the management of bonds from Public Works to provide better access to the public at City Hall and to ensure continuity throughout different phases of development, with bond acceptance and release reviewed by appropriate staff.
- The PCD Management Team implemented a mentor program pairing senior and junior staff to provide guidance and consistency for reviews, processes, training, support and clarifications. This helps managers reduce their spans of control and empowers a collaborative work environment.

COORDINATION

- PCD focused on coordination with other departments and agencies. With changes in Public Works and the creation of the Parks department, PCD supported these departments by providing historical context and technical assistance on a variety of planned projects.
- **PCD and Public Works analyzed software needs for permits and asset management** - Staff reviewed the current permit and asset management software systems, met with internal and external stakeholders, created a list of needs and wants, and processed a request for proposal (RFP). After a review of proposals, both departments opted to stay with the current systems and focus on system upgrades and training to effectively use current tools at a great cost-savings.
- **Continued coordination on capital projects** with Parks and Public Works including gateway/wayfinding signs; completion of Mill Spur and North Cove Park; planned improvements to the Museum and Grimm House; and improvements to the 20th Street SE Ballfields, Frontier Heights Park, Sunset Park and Cedarwood Clubhouse.
- The Public Works and Community Development directors worked closely to develop a new **capital facilities plan** with specific scoring criteria to rank projects, which lead to the current six-year improvement plan and transportation benefit plan.
- The Community Development Director served a second term as the **co-chair of Snohomish County Tomorrow (SCT)** Planning Advisory Committee and as a city representative to the Puget Sound Regional Council and continues to be the staff liaison to the Alliance for Housing Affordability and to the Technical Assistance Committee.
- The Planning Manager participated on **two SCT subcommittees** related to growth targets and housing allocations.
- The Building Official is an **active member of the local Washington Building Officials (WABO) group** and meets monthly with Monroe, Snohomish, Gold Bar, Duvall, Arlington and Stanwood.
- Continued coordination with the Lake Stevens Sewer District, Public Utility District Water/Electrical, Snohomish Regional Fire and Rescue, and the Lake Stevens and Snohomish School Districts on various topics.

GOALS FOR 2023

- Complete regular updates to the city website and social media for customer outreach and education.
- Start the 2024 Lake Stevens Comprehensive Plan periodic update.
- Complete the 2023 Long-Range Planning Work Program
- Focus on updating department records (retention, archival in paper, and electronic formats)



- Continue to refine the use of PermitTrax (permitting software) to its full functionality
- Adopt the new International Building Codes
- Continue focusing on training and implementation of process improvement

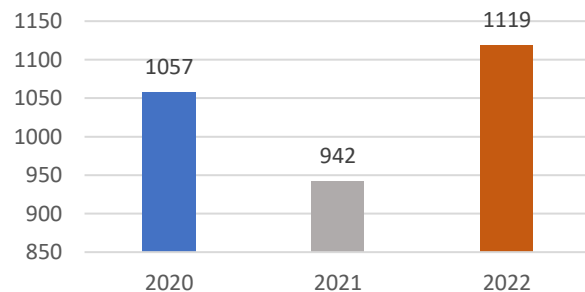
BUILDING DIVISION

PERMIT DATA

- 1119 building permits received
 - 61 commercial permits
 - 244 new single-family homes
- 112-unit townhouses and a 48-unit apartment complex were completed
- 7,825 building inspections
- The first full year with a dedicated Code Enforcement Officer

- 61 Code active enforcement cases
- 112 cases were closed in 2022
- Code Enforcement focused on property maintenance along 20th Street SE and in the Hartford Industrial Area. They also focused on removing illegal signs and odor compliance.

Building Permits 2019-2022



Permit statistics valid through Dec 10th, 2022

MAJOR COMMERCIAL PROJECTS

- Costco opened its doors in December 2022. This project facilitated major infrastructure improvements to 91st Ave SE, 24th Street SE, South Lake Stevens Road, SR-9 Roundabout and a new culvert replacement.
- Autoright Motors found a permanent home along the 20th Street SE Corridor.
- Lake Stevens Landing (Soper Hill) is under construction
 - Arco AM/PM opened in mid-December 2022
 - Starbucks and Chipotle are under construction
 - Gencare and medical clinic reviews are underway
 - Several other tenants for remaining lots are being secured
- Wet Rabbit Car Wash complete
- Lakeshore Plaza review is underway
- Lake Stevens High School tenant improvements are complete, as well as portables at Cavelero Mid High, Glenwood Elementary, and Skyline Elementary Schools.

ECONOMIC DEVELOPMENT

PROJECTS

Economic Development continues to progress with a focus on public investment in the community.

- North Cove Park was completed – coordination with the Historical Society on a new museum building continues.



- Staff is preparing to launch a review of the streetscape for 91st Ave NE as the first step to help revitalize the area.
- The Lake Stevens Farmers' Market had another successful year with a similar number of vendors and overall revenue from 2021.
- The city was able to host public events again including Aquafest, Harvestfest and Winterfest.
- Expanded use of the Mill continued, with 127 rentals generating \$73,343 in revenue.

Staff worked with two firms to provide economic data and to help recruit commercial interests for the city. The Community Development Director continues to coordinate the marketing and sale of city properties and facilitate conversations between property owners and prospective businesses.

- Urban 3 analyzed tax valuations and building information in four areas of the city to help prioritize capital investments by modeling development potential and productivity. Their findings were presented to the Planning Commission and City Council.
- Retail Strategies has represented the city at national trade shows, prepared updated demographics and marketing materials and helped promote properties in the city focusing on 20th Street SE, Lake Stevens Center and Downtown.
- Staff finalized the sale of the downtown commercial property that will be home to a three-story mixed-use building. Permits are under review.
- Staff is working on the sale of the Chapel Hill property with an accompanying development agreement.
- There will be a focus on revitalization of 91st Ave in 2023.

The Community Development Director presented a draft Interlocal Agreement to the city of Everett after agreeing to terms of use across the waterline. An agreement should be to Council in the new year for consideration to improve the economic development potential of 20th Street SE.

GRANTS

PCD staff continued to look for funding opportunities to support planning initiatives and capital projects.

- In 2022, the city secured \$335,000 to help with comprehensive plan and development regulation updates:
 - Climate Action Plan – \$80,000
 - Housing Action Plan – \$100,000
 - Shoreline Inventory/ Guide - \$30,000
 - GMA Planning - \$125,000
- The Parks Division, prior to separating from PCD, was able to secure nearly \$1.4 million in Recreation Conservation Office funds for pending park projects:
 - Frontier Height – \$850,000
 - Eagle Ridge Park – \$428,000
 - North Cove Park Guest Moorage – \$116,245
- Staff continues to monitor other pending grants totaling over \$9.25 million for capital projects, subject to approval of state and federal funding packages

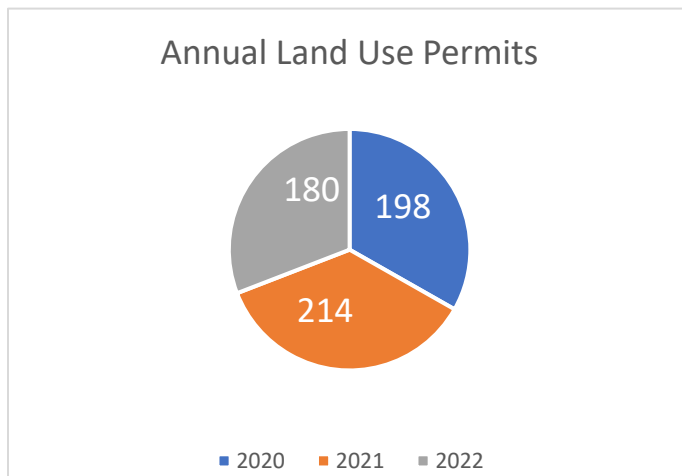
- South Lake Stevens Multiuse Path – \$3 million
- 16th Street SE – \$2.5 million
- 20th Street NE / Main Street Intersection – \$2.5 million

One Community Around the Lake

- Museum – \$995,567
- Industrial Site Readiness – \$260,000

PLANNING DIVISION

CURRENT PLANNING¹ – There were a 180 land use permits processed in 2022.



- 10 Deviations
- 8 Minor and 2 Major Land Disturbance Permits
- 31 Pre-Application Meetings
- 30 Miscellaneous
- 20 Shoreline Exemptions
- 2 Temporary Uses
- 6 Shoreline Substantial Developments
- 2 Floodplain permits
- 1 Site Plan Review
- 3 Administrative Conditional Use Permits
- 4 Changes of Use
- 2 Mobile Food Vendors
- 3 Zoning Verification letters
- 3 Lot Statuses
- 3 Variances
- 3 Comprehensive Plan Amendments
- 2 Land Use Code Amendments
- 17 Sign Permits
- 6 Fire Works Stands
- Capital Projects Permitting
- *Other Permits*
 - 3 Rezones
 - 3 Preliminary Subdivisions and 2 Final Subdivisions
 - 3 Preliminary Short subdivisions
 - 6 Boundary Line Adjustments
 - 14 Construction Plan Reviews
 - 4 Administrative Design Reviews
 - 7 Administrative Modifications
 - 1 Developmental Agreement
 - 160 Business Licenses (Home Occupations)
 - 162 ROW Permits

LONG RANGE PLANNING

- Planning efforts for the Hartford and Machias industrial areas are underway, with a consultant selected and affected agencies and property owners involved in the process.

¹ Individual permit statistics valid through December 10, 2022 and represent applications submitted.



One Community Around the Lake

- Staff is working with consultants on a Housing Action Plan, Climate Mitigation Plan and Shoreline Master Program updates.
- *Code Amendments Completed/Underway*
 - Stormwater Management Manual Update
 - Short Term Rentals (Underway)
 - Storage Facilities
 - Code Clean-up (Underway)
- *Annual Comprehensive Plan Docket*
 - Included several text amendments as well as three map amendments and associated rezones
- *Annexations*
 - Fagerlie Annexation completed in September, which included 14 acres near 20th St SE and Williams Rd. Development proposals for this property are under review.

DEPARTMENT TRAINING

BUILDING DIVISION

- Significant staff training in the International Building Code lead to the following certifications
 - Residential Building Inspector Training
 - Residential Plan Review Training
- Training and testing for International Code Council certifications focusing on the International Residential Code (IRC)
- PermitTrax Annual User's Conference
- WABO – RWC, WAC Washington Cities Electrical Code, Fundamentals of Structural Engineering for Building Officials, Advanced Hands-on Plan Review, Navigating the 2018 WSEC Commercial Provisions
- Washington Association of Building Officials (WABO)
- ICC Residential Inspector and Plans Examiner Certification

PERMIT SPECIALISTS

- Washington Association of Permit Technicians (WASP) Spring Conference – Counter intelligence, Blue Beam
- WASP Fall Conference – ICC Permit Specialist Certification, Blueprint Review, and Dilapidated structures
- LEAN Green Belt Certification for process improvement
- Washington State Energy Code
- Department of Revenue Security Clearance and Training for Business License Services
- WABO – Permit Technician Leadership, What it takes to become a Professional Inspector



CODE ENFORCEMENT

- WACE spring training conference.
- ICC International Property Maintenance Certification
- New hire for Code Enforcement
- Puget Sound Clean Air odor abatement training

PLANNERS

- APA Puget Sound Case Law Update Webinar
- Spring and Fall 2022 NW Planners Forums
- 2022 PAW Annual Conference - Planning in a Changing World
- 2022 Oregon/WA APA Joint Planning Conference
- PermitTrax Annual User's Conference
- AICP certification, including for newly certified (November 2022) planner
- LEAN Green Belt Certification
- Department of Revenue Security Clearance and Training for Business License Services

LIAISONS TO BOARDS/COMMISSIONS & COMMITTEE ASSIGNMENTS – 2022

Board/Commission	Date	Time	Location	Council/City Liaison	Alternate
Affordable Housing Alliance	As needed, approximately every other month		Jackson House, 1818 Pacific Avenue, Everett	Petershagen	Jorstad
Chamber of Commerce Board	1 st Tuesday	9:00 a.m. – 11:00 a.m.	Sherwood Community Services	Tageant	Dickinson
Community Transit	1 st Thursday	3:00 p.m.	CT Board Room 7100 Hardeson Rd, Everett	Daughtry (11/26/19)	
Department of Emergency Management	2 nd Tuesday of 2 nd month of the quarter at 1pm		DEM Offices – Everett	Frederick	Jorstad
Economic Alliance				Tageant	Daughtry
Fire District #7 www.snofire7.org	2 nd & 4 th Thursday	5:30 p.m.	Station 31 Training Room, 163 Village Court, Monroe	Ewing	Fredrick
Health District Board	2 nd Tuesday every other month (3 rd Tuesday in January)	3:00-5:00 p.m.		Jorstad	Dickinson
Historical Society	4 th Tuesday	1:00-3:00 p.m.	Museum Conference Room	Dickinson	Petershagen
Library Board	3 rd Thursday (Quarterly)	4:30 p.m.	Museum Conference Room	Dickinson	Ewing
Park Board	2 nd Monday each month	6:00 p.m.	Community Center	Tageant	Dickinson
Planning Commission	1 st Wednesday monthly and 3 rd Wednesday if needed	7:00 p.m.	Community Center	Petershagen	Ewing
Veterans Commission	1 st Monday monthly	7:00 p.m.	Fire Station 82 Conf. Room	Frederick	
Retreat Committee	As needed			Council President	Council VP
Council Appointees to Board & Commission Interview Panel (2 appointees to sit on panel with Council Liaison)	As needed			Daughtry/Ewing	Jorstad
SCCIT (Snohomish County Committee for Improved Transportation) CALL IN OPTION: 1-760-569-7171; Pass Code: 420-814-114#	4 th Tuesday	7:30-9:00 a.m.	EASC Office, 808 134 th St SW, Ste 101, Everett	Daughtry	Petershagen
Senior Board	2 nd Monday	10:00 a.m.	Senior Center	Dickinson	Daughtry
Sewer Utility Subcommittee	4 th Tuesday	4:00 p.m.	Sewer District Office	Tageant/Petershagen/Gailey	
Snohomish Co. Tomorrow – Steering Committee	4 th Wednesday	6:00 p.m. – 8 p.m.	Robert J. Drewel Building (Snohomish County Admin)	Mayor / City Administrator-Backup	Council President / VP- Backup
Youth Advisory Council				Ewing, Frederick, Daughtry	
Military Affairs Committee	Monthly starting 2022			Daughtry, Tageant, Gailey	
SCC				All	
AWC/NLC				All	

Note: Council interested in re-engaging in the Lake Stevens School District Board-Clerks Office Reaching Out 1/6/2022