

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

We are a thriving community that promotes a vibrant economy, preserves natural beauty, and supports an exceptional quality of life for all.

January 23, 2024 - 6:00 PM

WAYS TO PARTICIPATE:

In person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens
OR Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/85107440151>
or call in at (253) 215-8782 Meeting ID 85107440151

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
10. **Consent Agenda**
 - A. 2023 Vouchers Barb Stevens
 - B. 2024 Vouchers Barb Stevens
 - C. City Council Meeting Minutes of January 2, 2024 Kelly Chelin
 - D. City Council Meeting Minutes of January 9, 2024 Kelly Chelin
 - E. Lake Stevens Senior Center Funding Agreement - 2024 Barb Stevens
 - F. Approve Park and Recreation Planning Board Work Program for 2024 Jill Meis
 - G. Addendum Number 1 to the Professional Services Agreement with KPG Psomas for the 91st Ave SE Sidewalk Improvements Phase I Project Frank Reinart

- | | | |
|----|--|-------------------------------------|
| H. | Approve Grant Authorization-Brian Abbott Fish Barrier Removal Board Grant | Taylor Pesce,
Shannon
Farrant |
| I. | Cancel February 13, 2024 Regular Council Meeting (Due to Council Retreat) | Kelly Chelin |
| J. | Approve 2024 Long-Range Planning Work Program | Russ Wright |
| K. | Ordinance No. 1178 Amending 2024 Budget Ordinance 1173, Concerning the Salary Schedule for Non-Exempt Employees. | Barb Stevens |
- 11. Action Items**
- | | | |
|----|---|-----------|
| A. | Ordinance 1177 amending LSMC 2.56 regarding the size of the Parks and Recreation Planning Board | Jill Meis |
|----|---|-----------|
- 12. Discussion Items**
- | | | |
|----|---|---------------|
| A. | Memorandum of Understanding with YMCA of Snohomish County | Jill Meis |
| B. | Grounds Operations and Maintenance Standards | Sarah Garceau |
- 13. Executive Session - Confidential Session of the Council**
- | | | |
|----|--|--|
| A. | Discussion of Potential Litigation per RCW 42.30 | |
|----|--|--|
- 14. 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.

BLANKET VOUCHER APPROVAL
2023

Payroll Direct Deposits		
Payroll Checks		
Electronic Funds Transfers	ACH	\$467,640.92
Claims	59942-60032	\$626,575.71
Void Checks		
Total Vouchers Approved:		\$1,094,216.63

This 23rd day of January 2024

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

January 23, 2024



City expenditures by type for this voucher packet		
Personnel Costs	\$ -	0%
Payroll Federal Taxes	\$ 137,983	13%
Excise Tax	\$ 5,409	0%
Retirement Benefits - Employer	\$ 77,685	7%
Medical Benefits - Employer	\$ 227,220	21%
Other Employer Paid Benefits	\$ 6,947	1%
Employee Paid Benefits	\$ 26,397	2%
Supplies	\$ 62,632	6%
Professional Services	\$ 168,869	15%
Refunds	\$ 258	0%
Capital *	\$ 380,817	35%
Total	\$ 1,094,217	100%

Large Purchases *

- * Powerline Trail Bid Package \$11,903
- * 91st Ave SE Ext/Water Line Relocation Retainage Release \$174,165
- * LS Main Street Design \$58,250
- * School Zone Flashing Beacons \$86,909

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 12/31/2023 - 12/31/2023

Total for Period
\$1,094,216.63

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	78519	001 010 576 80 31 05	PK-R&M Supplies	Fasteners for NC Picnic Table Maint	59951	\$39.22
Ace Hardware	78537	101 016 544 90 31 02	ST-Operating Cost	Toilet Paper/Paper Towels	59951	\$95.07
Ace Hardware	78560	410 016 531 10 31 02	SW - Operating Costs	Caulk/Epoxy Syring	59951	\$39.32
Ace Hardware	78564	101 016 544 90 31 02	ST-Operating Cost	Grease/Magnetic Tape	59951	\$37.14
Ace Hardware	78566	101 016 544 90 31 02	ST-Operating Cost	Nailon/File Holders	59951	\$131.05
					59951 Total	\$341.80
AFLAC	260705	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	0	\$773.86
					0 Total	\$773.86
Air Care Systems	4600	001 012 572 20 41 00	CS- Library-Professional Svc	AC Repair Services at Library	59952	\$3,990.63
					59952 Total	\$3,990.63
Alaska Rubber Group Inc	N060562	101 016 544 90 31 02	ST-Operating Cost	O-Ring Hydraulic Kit	59953	\$63.20
Alaska Rubber Group Inc	N060562	410 016 531 10 31 02	SW - Operating Costs	O-Ring Hydraulic Kit	59953	\$63.19
					59953 Total	\$126.39
Amazon Capital Services	14H7-G6MF-QLYL	001 010 576 80 31 00	PK-Operating Costs	Batteries	59954	\$9.42
Amazon Capital Services	14H7-G6MF-QLYL	101 016 544 90 31 02	ST-Operating Cost	Batteries/USB-C Charger Cable	59954	\$14.87
Amazon Capital Services	14H7-G6MF-QLYL	410 016 531 10 31 02	SW - Operating Costs	Batteries/USB-C Charger Cable	59954	\$14.88
Amazon Capital Services	1NTQ-RRH6-91M7	410 016 531 10 35 00	SW - Small Tools	Dewalt Tool Set	59954	\$169.40
Amazon Capital Services	1QCV-LR9L-4TCP	001 001 511 60 31 00	Legislative - Operating Costs	Picture Frames for Council Photos	59954	\$129.85
Amazon Capital Services	1QCV-LR9L-4TCP	001 013 518 20 31 00	GG-Operating Costs	Transparent Tape/Copy Paper	59954	\$57.29
Amazon Capital Services	1VTG-YLRG-7PPG	101 016 544 90 31 02	ST-Operating Cost	Chain Link Fabric Fence Stretcher	59954	\$32.33
Amazon Capital Services	1VTG-YLRG-7PPG	410 016 531 10 31 02	SW - Operating Costs	pH Test Strips	59954	\$26.17
					59954 Total	\$454.21
Artisan Finishing Systems Inc	51336	001 010 576 80 31 05	PK-R&M Supplies	Frontier Heights Park Sign	59955	\$1,565.18
					59955 Total	\$1,565.18
Assoc of Washington Cities	120050	001 005 518 10 49 01	HR-Staff Development	2023 Member Expo Registraion - J Good	59956	\$75.00
					59956 Total	\$75.00
Assoc of Washington Cities EFT	51652	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	0	\$223,917.72
Assoc of Washington Cities EFT	51652	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	0	\$3.00
					0 Total	\$223,920.72
Badgleys Landscape LLC	90930	001 013 518 20 41 00	GG-Professional Service	Landscape Maint 1819 S Lake Stevens Rd 10-2023	59957	\$777.03
					59957 Total	\$777.03
Beavers Northwest	INV23120	410 016 531 10 41 01	SW - Professional Services	Beaver Monitoring Maint & Reporting Q4 2023	59958	\$3,191.14
					59958 Total	\$3,191.14
Bickford Motors Inc	948032	101 016 542 30 48 00	ST-Repair & Maintenance	PW76 Switches/Controls Repairs	59959	\$977.63
Bickford Motors Inc	948032	410 016 531 10 48 00	SW - Repairs & Maintenance	PW76 Switches/Controls Repairs	59959	\$977.63
Bickford Motors Inc	1260859	101 016 544 90 31 02	ST-Operating Cost	Headlamp PW21	59959	\$211.33
Bickford Motors Inc	1260859	410 016 531 10 31 02	SW - Operating Costs	Headlamp PW21	59959	\$211.33
					59959 Total	\$2,377.92
Brummett Inc	21065	001 008 521 20 31 08	LE - Business Meeting Supplies	In Appreciation Plates	59960	\$81.33
					59960 Total	\$81.33

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	BARNES 01-2024	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Shoes - Zelenock	59961	\$398.95
Business Card	CHELIN 01-2024	001 013 518 20 41 00	GG-Professional Service	Zoom Business Monthly & Webinar	59961	\$284.07
Business Card	CLIFTON 01-2024	410 016 531 10 49 01	SW - Staff Development	Flagger Certification - S Luna	59961	\$139.00
Business Card	CLIFTON 01-2024	101 016 542 30 49 01	ST-Staff Development	WSU Pesticide Recert - M Anderson	59961	\$120.00
Business Card	DREHER 01-2024	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Boarding Fees	59961	\$295.00
Business Card	DREHER 01-2024	001 008 594 21 63 01	LE-Capital Outlay - Facilities	Conference Table & Outlet Module	59961	\$3,444.42
Business Card	DREHER 01-2024	001 008 521 20 31 00	LE-Office Supplies	Frames/Shadow Boxes	59961	\$54.70
Business Card	DREHER 01-2024	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Gun Cleaning Supplies	59961	\$997.71
Business Card	DREHER 01-2024	001 008 521 20 31 00	LE-Office Supplies	Thermal Labels Return Credit	59961	(\$42.75)
Business Card	DREHER 01-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Water/Snacks for Business Meeting	59961	\$74.32
Business Card	GARCEAU 01-2024	001 010 576 80 31 08	PK-Special Event Supplies	Event Signs	59961	\$374.67
Business Card	GARCEAU 01-2024	001 010 576 80 49 00	PK-Dues & Memberships	OFEA Membership	59961	\$125.00
Business Card	GARCEAU 01-2024	001 010 576 80 31 03	PK- Equipment & Tools	Row Boat	59961	\$434.46
Business Card	GARCEAU 01-2024	410 016 531 10 35 00	SW - Small Tools	Row Boat	59961	\$434.46
Business Card	GARCEAU 01-2024	001 010 576 80 31 03	PK- Equipment & Tools	Row Boat Motor	59961	\$130.62
Business Card	GARCEAU 01-2024	410 016 531 10 35 00	SW - Small Tools	Row Boat Motor	59961	\$130.61
Business Card	GARCEAU 01-2024	001 010 576 80 49 00	PK-Dues & Memberships	WSDA Pesticide License - K Young	59961	\$51.50
Business Card	GARCEAU 01-2024	001 010 576 80 49 01	PK-Staff Development	WSU Pesticide Recert - K Young	59961	\$120.00
Business Card	HALVERSON 01-2024	101 016 544 90 31 02	ST-Operating Cost	KnoxBox Hinged Door	59961	\$781.50
Business Card	HALVERSON 01-2024	001 010 576 80 43 00	PK-Travel & Meetings	Lunch Meeting	59961	\$41.52
Business Card	HALVERSON 01-2024	101 016 543 30 43 00	ST-Travel & Meetings	Lunch Meeting	59961	\$41.53
Business Card	HALVERSON 01-2024	410 016 531 10 43 00	SW - Travel & Meetings	Lunch Meeting	59961	\$41.53
Business Card	HALVERSON 01-2024	101 016 542 30 49 01	ST-Staff Development	NWPWI Developing Leader Registration - W Ojalehto	59961	\$550.00
Business Card	HALVERSON 01-2024	410 016 531 10 49 01	SW - Staff Development	NWPWI Developing Leader Registration - W Ojalehto	59961	\$550.00
Business Card	HALVERSON 01-2024	101 016 544 90 31 02	ST-Operating Cost	PD Door Command Access Motorized Latch-Pullback Kit	59961	\$352.70
Business Card	HALVERSON 01-2024	101 016 542 30 49 01	ST-Staff Development	Project Mgmt Professional Cert Renewal	59961	\$30.00
Business Card	HALVERSON 01-2024	410 016 531 10 49 01	SW - Staff Development	Project Mgmt Professional Cert Renewal	59961	\$30.00
Business Card	HALVERSON 01-2024	101 016 542 30 49 01	ST-Staff Development	WSDA Pesticide License - M Anderson	59961	\$51.50
Business Card	HINGTGEN 01-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Coffee for Business Meeting	59961	\$92.44
Business Card	HINGTGEN 01-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Cups/Snacks/Water for Business Meeting	59961	\$88.86
Business Card	STEVENS T 01-2024	001 006 518 80 31 00	IT-Office Supplies	Apple Computer - N Poolos	59961	\$2,184.91
Business Card	STEVENS T 01-2024	001 006 518 80 41 00	IT-Professional Services	BitBucket Monthly Subscription	59961	\$32.79
Business Card	STEVENS T 01-2024	001 006 518 80 41 00	IT-Professional Services	Zoom Webinar for Parks Dept	59961	\$86.35
Business Card	UBERT 01-2024	001 008 521 20 49 00	LE-Dues & Memberships	ARMA Membership - J Ubert	59961	\$175.00
Business Card	UBERT 01-2024	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fubo TV Monthly Subscription for PD	59961	\$93.98
Business Card	UBERT 01-2024	001 008 521 20 49 00	LE-Dues & Memberships	IACP Membership Dues	59961	\$190.00
Business Card	UBERT 01-2024	001 008 521 20 31 00	LE-Office Supplies	Plaque Supplies	59961	\$15.83
Business Card	UBERT 01-2024	001 008 521 20 43 01	LE-Business Meetings	Records Supervisor Interviews Panel Lunch	59961	\$49.14
Business Card	UBERT 01-2024	001 008 521 20 31 04	LE-Donation Exp - Other	Solo Stoves (42)	59961	\$2,792.45
Business Card	WARRINGTON 01-2024	001 005 518 10 43 00	HR-Travel & Meetings	Coffee for Teamsters Bargaining	59961	\$21.86
Business Card	WARRINGTON 01-2024	001 005 518 10 31 03	HR-Emp Recognition Supplies	Gift Card for Warbis Retirement	59961	\$60.00
Business Card	WARRINGTON 01-2024	001 013 518 10 30 00	LEAN Training - Supplies	Water for Lean Six Sigma Graduation	59961	\$14.19

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	WRIGHT 01-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Kaintz Subdivision Legal Notice	59961	\$39.10
Business Card	WRIGHT 01-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Library Public Notice	59961	\$29.90
Business Card	WRIGHT 01-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2023-0214 Legal Notice	59961	\$18.76
Business Card	WRIGHT 01-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Mulvaney Legal Notice	59961	\$34.31
Business Card	WRIGHT 01-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Sewer Lift Station Legal Notice	59961	\$14.48
Business Card	WRIGHT 01-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Westlake 14 Townhome Legal Notice	59961	\$67.85
Business Card	WRIGHT 01-2024	001 007 559 30 49 01	PB-Staff Development	WSAPT Membership - C Schwindt	59961	\$50.00
Business Card	WRIGHT 01-2024	001 007 558 50 49 01	PL-Staff Development	WSAPT Membership - J Fenrich	59961	\$50.00
Business Card	WRIGHT 01-2024	001 007 559 30 49 01	PB-Staff Development	WSAPT Membership - N Held	59961	\$50.00
					59961 Total	\$16,289.22
CDW Government Inc	NR71717	101 016 544 90 31 01	ST-Office Supplies	Surface Pro - A Halverson	59962	\$1,149.64
CDW Government Inc	NR71717	410 016 531 10 31 01	SW - Office Supplies	Surface Pro - A Halverson	59962	\$1,149.64
CDW Government Inc	NS15590	001 008 521 20 31 00	LE-Office Supplies	Apple TV's (2) & Mounts	59962	\$414.46
					59962 Total	\$2,713.74
Central Welding Supply Co Inc	RN12230991	001 010 576 80 31 00	PK-Operating Costs	Argon/Centrashield/Propane	59963	\$36.01
Central Welding Supply Co Inc	RN12230991	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	59963	\$36.02
Central Welding Supply Co Inc	RN12230991	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	59963	\$36.01
					59963 Total	\$108.04
Chicago Title Company of Washington	500147044-1	410 016 531 10 41 01	SW - Professional Services	Mill Spur Loan Policy	59964	\$439.60
					59964 Total	\$439.60
Cintas Loc 460	4177108845	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	59965	\$117.02
Cintas Loc 460	4177108845	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	59965	\$197.54
Cintas Loc 460	4177108845	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	59965	\$151.76
Cintas Loc 460	4177799081	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	59965	\$155.44
Cintas Loc 460	4177799081	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	59965	\$155.44
Cintas Loc 460	4177799081	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	59965	\$155.44
Cintas Loc 460	4178439475	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	59965	\$155.44
Cintas Loc 460	4178439475	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	59965	\$155.44
Cintas Loc 460	4178439475	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	59965	\$155.44
					59965 Total	\$1,398.96
City of Everett	I23015310	001 008 521 20 31 01	LE-Fixed Minor Equipment	LS Share of SWAT Munitions for 2023	59966	\$1,011.17
City of Everett	I23015339	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 11-2023	59966	\$750.00
					59966 Total	\$1,761.17
Comcast	1223 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	59967	\$401.71
Comcast	1223 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	59967	\$401.71
Comcast	1223 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	59967	\$138.24
Comcast	1223 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	59967	\$329.98
					59967 Total	\$1,271.64
Comdata Inc	12-2023 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel	59968	\$232.15
					59968 Total	\$232.15
Crystal Springs	5249844 010124	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	59969	\$53.90
Crystal Springs	5249844 010124	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	59969	\$53.90
Crystal Springs	5249844 010124	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	59969	\$117.36
					59969 Total	\$225.16

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
DataQuest LLC	22424	001 008 521 20 41 00	LE-Professional Services	Background Checks	59970	\$45.00
DataQuest LLC	22424	410 016 531 10 41 01	SW - Professional Services	Background Checks	59970	\$93.00
					59970 Total	\$138.00
Davido Consulting Group Inc	50190	304 010 594 76 60 06	R2 - Sunset Dock Improvements	Sunset Dock CIP TO #01/#02/#03	59971	\$5,057.85
Davido Consulting Group Inc	51154	304 010 594 76 60 06	R2 - Sunset Dock Improvements	Sunset Dock CIP TO #01/#02/#03	59971	\$727.98
					59971 Total	\$5,785.83
Defense Technology LLC	I016-000019325	001 008 521 40 49 01	LE-Registration Fees	Training Billing - A Michael/G Heinemann	59972	\$650.00
					59972 Total	\$650.00
Dept of Licensing	010624 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 12/24/23 - 01/06/24	59973	\$651.00
					59973 Total	\$651.00
Dept of Retirement (Deferred Comp)	1102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	0	\$6,509.22
					0 Total	\$6,509.22
Dept of Retirement PERS LEOFF	1102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$77,652.68
Dept of Retirement PERS LEOFF	1102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	0	\$32.75
					0 Total	\$77,685.43
Dept of Revenue EFT	12-2023 EXCISE	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes 12-2023	0	\$45.13
Dept of Revenue EFT	12-2023 EXCISE	101 016 544 90 31 02	ST-Operating Cost	Use Taxes 12- 2023 CompassCom Inv #6247	0	\$218.34
Dept of Revenue EFT	12-2023 EXCISE	410 016 531 10 31 02	SW - Operating Costs	Use Taxes 12- 2023 CompassCom Inv #6247	0	\$218.34
					0 Total	\$481.81
Dept of Revenue Leasehold EFT	Q4 2023 LHET	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q4 2023 Leasehold Excise Tax	0	\$5,363.49
Dept of Revenue Leasehold EFT	Q4 2023 LHET	001 013 518 90 49 06	GG-Excise Tax	Q4 2023 Leasehold Excise Tax Adjustment	0	(\$0.04)
					0 Total	\$5,363.45
Dept of Transportation	RE-313-ATB31218026	307 000 595 30 60 00	Project Construction Account	SR9/Lake Stevens Rd Roundabout	59974	\$6,152.85
Dept of Transportation	RE-313-ATB31218035	101 016 594 42 64 00	ST-Capital Expenditures	Foundation/Wall City Gateway	59974	\$61.06
					59974 Total	\$6,213.91
Dicks Towing Inc	18270102	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2023-22466	59975	\$151.66
					59975 Total	\$151.66
Earthworks Solutions LLC	1710	101 016 542 30 41 02	ST-Professional Service	Septic Pumping Service	59976	\$623.01
					59976 Total	\$623.01
EFTPS	1102024	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$137,983.43
					0 Total	\$137,983.43
Electronic Business Machines	AR267547	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - QNN08471	59977	\$11.35
Electronic Business Machines	AR267547	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - QNN08471	59977	\$11.35
Electronic Business Machines	AR267547	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - QNN08471	59977	\$11.36
Electronic Business Machines	AR267994	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	59977	\$57.95
Electronic Business Machines	AR267994	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	59977	\$57.95
Electronic Business Machines	AR267994	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	59977	\$57.94
					59977 Total	\$207.90
Feldman & Lee PS	2023LKS-SSP-TRAINING-3	001 011 515 91 41 01	Social Worker Program (Grant)	WFCJ Defending DUI's Seminar Registration - D Lee/H Chae	59978	\$240.00
Feldman & Lee PS	2023LKS-SSP-TRAINING-3	633 000 589 30 00 12	OPD Grant Exp - Arlington	WFCJ Defending DUI's Seminar Registration - D Lee/H Chae	59978	\$360.00
Feldman & Lee PS	2023-LKS-SSP-TRAINING-7	001 011 515 91 41 01	Social Worker Program (Grant)	Feldman & Lee WDA Membership Fees	59978	\$320.00
Feldman & Lee PS	2023-LKS-SSP-TRAINING-7	633 000 589 30 00 12	OPD Grant Exp - Arlington	Feldman & Lee WDA Membership Fees	59978	\$480.00
					59978 Total	\$1,400.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Gardner	916	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Rebuild Lightbar K9-85	59979	\$162.90
					59979 Total	\$162.90
GCP WW Holdco LLC	INV2010012663	101 016 542 90 31 01	ST-Clothing	Boots - T Button	59980	\$306.60
					59980 Total	\$306.60
Glens Welding & Machine Inc	S18868	001 010 576 80 31 03	PK- Equipment & Tools	Chainsaws/Chains/File Kits	59981	\$4,510.16
					59981 Total	\$4,510.16
Granite Construction Supply	101447	101 016 542 64 31 00	ST-Traffic Control - Supply	No Parking Fire Lane Signs	59982	\$137.38
					59982 Total	\$137.38
Greenshields Industrial Supply Inc	137613	101 016 544 90 31 02	ST-Operating Cost	Water Filters/Fuel Filters PW99	59983	\$53.22
Greenshields Industrial Supply Inc	137613	410 016 531 10 31 02	SW - Operating Costs	Water Filters/Fuel Filters PW99	59983	\$53.22
					59983 Total	\$106.44
Harmsen LLC	23_1742	304 016 595 30 60 05	R2 - Main Street	ROW Dedications	59984	\$6,307.20
					59984 Total	\$6,307.20
Home Depot	1010464	101 016 544 90 31 02	ST-Operating Cost	Door	59985	\$138.81
Home Depot	1010464	410 016 531 10 31 02	SW - Operating Costs	Door	59985	\$138.81
Home Depot	2143545	101 016 544 90 31 02	ST-Operating Cost	Door Hinges/Rollers/Recep Covers/Driver Set	59985	\$42.13
Home Depot	2143545	410 016 531 10 31 02	SW - Operating Costs	Door Hinges/Rollers/Recep Covers/Driver Set	59985	\$42.13
Home Depot	4014272	101 016 544 90 31 02	ST-Operating Cost	Halogen Lights	59985	\$54.23
Home Depot	6010303	101 016 544 90 31 02	ST-Operating Cost	Expansion Joints	59985	\$75.09
Home Depot	6010339	101 016 544 90 31 02	ST-Operating Cost	Indoor Mechanical Timer/Locknuts	59985	\$89.01
Home Depot	6020638	001 010 576 80 31 08	PK-Special Event Supplies	Holiday Lights	59985	\$29.11
Home Depot	6302513	001 010 576 80 31 03	PK- Equipment & Tools	20V Max Lithium-Ion Starter Kit	59985	\$217.51
Home Depot	6811987	001 010 576 80 31 03	PK- Equipment & Tools	Apprentice Series Utility	59985	\$254.41
Home Depot	7901062	001 010 576 80 31 03	PK- Equipment & Tools	Clamps/Industrial Shelves/12" Miter Saw/20V Rotary Hammer Drill	59985	\$1,626.16
Home Depot	8012327	410 016 531 10 35 00	SW - Small Tools	Lights/Pipe Clamp/Hedge Trimmer/Shears/Concrete	59985	\$820.70
Home Depot	9210010	001 010 576 80 31 06	PK-Lake Safety	Wire Rope	59985	\$212.48
					59985 Total	\$4,417.37
HRA VEBA Trust YA20192	1102024	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	59943	\$3,558.72
					59943 Total	\$3,558.72
HSA Bank	1102024	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	59944	\$365.00
					59944 Total	\$365.00
Kalejaiye	LUA2023-0211	003 000 345 81 00 00	Zoning-Subdivision Fees	LUA2023-0211 Refund	59986	\$250.00
Kalejaiye	LUA2023-0211	510 000 341 81 00 00	Technology Fee	LUA2023-0211 Refund	59986	\$7.50
					59986 Total	\$257.50
Krusey	2023-LS12	001 008 521 20 41 01	LE-Professional Serv-Fixed	Domestic Violence Coordinator Hours 12-2023	59987	\$2,541.00
					59987 Total	\$2,541.00
Lake Stevens Police Guild	1102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	59945	\$1,276.25
					59945 Total	\$1,276.25
Land Development Consultants Inc	33380	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Park Playfields	59988	\$1,794.00
Land Development Consultants Inc	33385	004 010 594 76 60 03	PR - LS Bayview Connector	Powerline Trail Bid Package	59988	\$11,902.75
Land Development Consultants Inc	33508	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Park Playfields	59988	\$670.50
					59988 Total	\$14,367.25

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lemay Mobile Shredding Inc	4823492S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	59989	\$13.05
Lemay Mobile Shredding Inc	4824740S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	59989	\$39.15
Lemay Mobile Shredding Inc	4824959S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW	59989	\$5.68
Lemay Mobile Shredding Inc	4824959S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW	59989	\$5.69
Lemay Mobile Shredding Inc	4824959S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW	59989	\$5.69
					59989 Total	\$69.26
Lowes Companies	970642	101 016 544 90 31 02	ST-Operating Cost	DEWALT 4-in Diamond Cup Wheel	59990	\$114.80
					59990 Total	\$114.80
McLoughlin & Eardley Group Inc	271990	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment PO #1931	59991	\$1,188.06
McLoughlin & Eardley Group Inc	272023	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment PO #1931	59991	\$156.08
McLoughlin & Eardley Group Inc	272057	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment PO #1931	59991	\$959.91
McLoughlin & Eardley Group Inc	272062	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment PO #1931	59991	\$57.23
McLoughlin & Eardley Group Inc	272134	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment PO #1931	59991	\$3,683.52
					59991 Total	\$6,044.80
MissionSquare - 108991	6902402	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	59946	\$483.62
					59946 Total	\$483.62
MissionSquare - 307428	6839787	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	59947	\$1,637.50
MissionSquare - 307428	6839787	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Loan Payment	59947	\$682.71
					59947 Total	\$2,320.21
Monroe Correctional Complex	MCC2312.1619	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 12-2023	59992	\$655.90
					59992 Total	\$655.90
Nationwide Retirement Solution	1102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$4,499.46
					0 Total	\$4,499.46
Nelson Reisner	0852600-IN	001 007 559 30 32 00	PB-Fuel	Fuel	59993	\$166.78
Nelson Reisner	0852600-IN	001 008 521 20 32 00	LE-Fuel	Fuel	59993	\$3,810.13
Nelson Reisner	0852600-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	59993	\$527.14
Nelson Reisner	0852600-IN	101 016 542 30 32 00	ST-Fuel	Fuel	59993	\$1,538.48
Nelson Reisner	0852600-IN	410 016 531 10 32 00	SW - Fuel	Fuel	59993	\$1,538.48
					59993 Total	\$7,581.01
New York Life	1102024	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	59948	\$183.00
					59948 Total	\$183.00
New York Life EFT	1102024	001 001 513 10 20 00	Executive - Benefits	Life/Disability Ins Premiums	0	\$10.71
New York Life EFT	1102024	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	0	\$86.62
New York Life EFT	1102024	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	0	\$72.51
New York Life EFT	1102024	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	0	\$287.92
New York Life EFT	1102024	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	0	\$234.46
New York Life EFT	1102024	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	0	\$186.17
New York Life EFT	1102024	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	0	\$540.87
New York Life EFT	1102024	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	0	\$343.45
New York Life EFT	1102024	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	0	\$1,936.25
New York Life EFT	1102024	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	0	\$654.82
New York Life EFT	1102024	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	0	\$240.56
New York Life EFT	1102024	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	0	\$675.22
New York Life EFT	1102024	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	0	\$1,008.13
					0 Total	\$6,277.69

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Northend Excavating Inc	MILL SPUR RR	304 000 582 20 00 00	Retainage Release	Mill Spur Parking Lot Retainage Release	59994	\$2,987.13
					59994 Total	\$2,987.13
O Reilly Auto Parts	2960-434245	101 016 544 90 31 02	ST-Operating Cost	Wiper Fluid	59995	\$34.03
O Reilly Auto Parts	2960-434245	410 016 531 10 31 02	SW - Operating Costs	Wiper Fluid	59995	\$34.04
O Reilly Auto Parts	2960-434270	101 016 544 90 31 02	ST-Operating Cost	Oil Filters	59995	\$11.57
O Reilly Auto Parts	2960-434270	410 016 531 10 31 02	SW - Operating Costs	Oil Filters	59995	\$11.56
O Reilly Auto Parts	2960-434608	101 016 544 90 31 02	ST-Operating Cost	Mud Flaps PW76	59995	\$32.79
O Reilly Auto Parts	2960-434608	410 016 531 10 31 02	SW - Operating Costs	Mud Flaps PW76	59995	\$32.79
O Reilly Auto Parts	2960-436834	101 016 544 90 31 02	ST-Operating Cost	Filters/Diesel Motor Oil PW99	59995	\$132.16
O Reilly Auto Parts	2960-436834	410 016 531 10 31 02	SW - Operating Costs	Filters/Diesel Motor Oil PW99	59995	\$132.16
O Reilly Auto Parts	2960-438603	101 016 544 90 31 02	ST-Operating Cost	Fuel Filters PW42	59995	\$9.82
O Reilly Auto Parts	2960-438603	410 016 531 10 31 02	SW - Operating Costs	Fuel Filters PW42	59995	\$9.83
O Reilly Auto Parts	2960-439829	101 016 544 90 31 02	ST-Operating Cost	Marker Light	59995	\$4.36
O Reilly Auto Parts	2960-439829	410 016 531 10 31 02	SW - Operating Costs	Marker Light	59995	\$4.36
O Reilly Auto Parts	2960-441925	101 016 544 90 31 02	ST-Operating Cost	2pk-Keyless/License Lite/LED Marker PW78	59995	\$31.66
O Reilly Auto Parts	2960-441925	410 016 531 10 31 02	SW - Operating Costs	2pk-Keyless/License Lite/LED Marker PW78	59995	\$31.66
					59995 Total	\$512.79
Office of the State Treasurer	12-2023 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 12-2023	59996	\$218.00
					59996 Total	\$218.00
Owen Equipment Company	113266	001 010 576 80 31 03	PK- Equipment & Tools	Headsets (10) & Charging Station	59997	\$17,313.13
					59997 Total	\$17,313.13
Pace Engineers Inc	90265	306 016 535 00 40 00	Engineering - 131st	131st Ave NE Sewer Main Ext	59998	\$10,771.00
Pace Engineers Inc	90268	306 016 535 00 40 00	Engineering - 131st	Machias Lift Station	59998	\$450.00
					59998 Total	\$11,221.00
PH Consulting LLC	1820	301 016 595 61 64 04	TZ3 - 79th/8th Project	8th St & 79th Ave SE Safety Improvements	59999	\$8,985.00
					59999 Total	\$8,985.00
Public Safety Testing Inc	2023-1330	001 008 521 20 41 00	LE-Professional Services	PST Candidate Testing 11-2023	60000	\$517.00
Public Safety Testing Inc	2023-1475	001 008 521 20 41 00	LE-Professional Services	Q4 2023 Recruiting Assistance	60000	\$504.00
					60000 Total	\$1,021.00
Reece Construction Company	RETAIN RELEASE	307 000 582 20 00 00	Retainage Release	91st Ave SE Ext/Water Line Relocation Retainage Release	60001	\$174,164.72
					60001 Total	\$174,164.72
Right On Heating and Sheet Metal	31140	001 008 521 50 48 00	LE-Facility Repair & Maint	Service Call for No Heat at PD	60002	\$420.81
					60002 Total	\$420.81
SavATree LLC	13934451	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Removal Services 9501 20th St SE - Storm	60003	\$18,531.70
SavATree LLC	13939565	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Assessment 2111 Park Dr - Streets TO #21	60003	\$436.04
SavATree LLC	13948091	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Assessment 1015 79th Ave - Streets TO #22	60003	\$1,526.14
					60003 Total	\$20,493.88
SBN Planning LLC	COLS-009	001 007 558 50 41 00	PL-Professional Serv	2024 Comp Plan Update	60004	\$6,957.50
					60004 Total	\$6,957.50
Skyline Vinyl and Sign	1579	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Installed on PD Vehicles	60005	\$1,420.90
					60005 Total	\$1,420.90
Smarsh Inc	INV-145183	510 006 518 80 49 05	LR - Smarsh	Verizon MG Cloud MT	60006	\$740.15
					60006 Total	\$740.15
Snohomish Conservation District	7678	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Grant Reimbursement Q4 2023	60007	\$7,606.11
					60007 Total	\$7,606.11

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County Public Works	I000631754	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Maint 10-2023	60008	\$2,227.47
Snohomish County Public Works	I000632464	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Maint 11-2023	60008	\$4,857.76
					60008 Total	\$7,085.23
Snohomish County PUD	100767570	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	60009	\$253.61
Snohomish County PUD	100767570	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	60009	\$415.29
Snohomish County PUD	100767570	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	60009	\$36.95
Snohomish County PUD	100767570	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	60009	\$224.12
Snohomish County PUD	109452650	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	60009	\$152.95
Snohomish County PUD	109452650	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	60009	\$87.74
Snohomish County PUD	112727384	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	60009	\$57.94
Snohomish County PUD	116035709	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	60009	\$1,580.16
Snohomish County PUD	116035710	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	60009	\$1,318.31
Snohomish County PUD	122638600	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	60009	\$241.74
Snohomish County PUD	122641464	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	60009	\$133.14
Snohomish County PUD	125955620	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	60009	\$12,882.56
Snohomish County PUD	132536776	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	60009	\$8.75
Snohomish County PUD	132536776	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	60009	\$8.75
Snohomish County PUD	132536776	410 016 531 10 47 00	SW - Utilities	202340527 Decant Yard	60009	\$8.74
Snohomish County PUD	132538528	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	60009	\$113.92
Snohomish County PUD	135844394	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	60009	\$75.85
Snohomish County PUD	142368742	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	60009	\$29.76
Snohomish County PUD	145713806	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	60009	\$61.28
Snohomish County PUD	158757611	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	60009	\$113.40
Snohomish County PUD	168263892	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	60009	\$125.23
Snohomish County PUD	168263892	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	60009	\$125.23
Snohomish County PUD	168263892	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	60009	\$125.23
					60009 Total	\$18,180.65
Snohomish County Sheriffs Office	2023-8010	001 008 523 60 41 00	LE-Jail	Jail Services 11-2023	60010	\$20,829.18
					60010 Total	\$20,829.18
Snohomish Regional Fire & Rescue	Q4 2023 FIRE	633 000 589 30 00 02	Fire District Fee Remit	Q4 2023 Fire Fees	60011	\$19,330.00
					60011 Total	\$19,330.00
Sound Publishing Inc	EDH988507	001 010 576 80 42 01	PK-Advertising Services	Park Board Meeting Cancellation	60012	\$20.76
Sound Publishing Inc	EDH989107	001 013 518 30 41 01	GG-Advertising	CC Meeting Cancellation	60012	\$20.76
Sound Publishing Inc	EDH989148	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0214 Kjosrvik Replacement Dock Legal Notice	60012	\$72.36
Sound Publishing Inc	EDH989292	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0168 Cascadia Group Devel Agmt Legal Notice	60012	\$179.12
Sound Publishing Inc	EDH989427	001 013 518 30 41 01	GG-Advertising	CC Special Meeting	60012	\$29.36
					60012 Total	\$322.36
Sprague Pest Solutions	5291539	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	60013	\$95.64
					60013 Total	\$95.64
Springbrook Holding Company LLC	TM INV-007179	004 004 594 14 60 00	PR - Financial Software	Utility Billing for Sewer Integration Prof Svcs Hours	60014	\$550.00
Springbrook Holding Company LLC	TM INV-007259	004 004 594 14 60 00	PR - Financial Software	Utility Billing for Sewer Integration Prof Svcs Hours	60014	\$605.00
					60014 Total	\$1,155.00
Springbrook Nursery & Trucking	356746	001 010 576 80 31 00	PK-Operating Costs	Gravel	60015	\$114.23
					60015 Total	\$114.23

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Stanwood Redi Mix Inc	49307 TAX	101 016 594 42 64 00	ST-Capital Expenditures	Large Ecology Blocks Tax on Invoice	60016	\$12.29
Stanwood Redi Mix Inc	49307 TAX	410 016 594 31 60 01	SW - Capital Expenditure	Large Ecology Blocks Tax on Invoice	60016	\$12.28
					60016 Total	\$24.57
State Auditors Office	L158000	001 004 514 23 41 00	FI-Professional Service	21-22 Accountability/Financial Audit	60017	\$1,281.00
					60017 Total	\$1,281.00
Sunbelt Rentals Inc	146842762-0002	410 016 531 10 45 01	SW - Rentals-Leases	Manlift Rental	60018	\$2,340.06
Sunbelt Rentals Inc	147141187-0002	101 016 542 30 45 00	ST-Rentals-Leases	Manlift Rental	60018	\$2,869.36
					60018 Total	\$5,209.42
Teamsters Local No 763	Dec-23	001 000 284 00 00 00	Payroll Liability Other	Union Dues	59949	\$1,716.00
					59949 Total	\$1,716.00
Teamsters Welfare Trust Dental EFT	Feb-24	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	0	\$3,302.40
					0 Total	\$3,302.40
Technological Services Inc	28305	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services A-21-96	60019	\$286.67
					60019 Total	\$286.67
Thyssenkrupp Elevator Corporation	6000686520	001 013 518 20 41 00	GG-Professional Service	Load Safety Test per ANSI A17.3 and Install Test Tags at PD	59942	\$6,846.37
					59942 Total	\$6,846.37
Transpo Group USA Inc	31785	304 016 595 30 60 05	R2 - Main Street	LS Main Street Design	60020	\$58,249.98
Transpo Group USA Inc	31897	309 016 595 61 60 01	ADA Crosswalk Improvements	LS ADA Transition Plan	60020	\$6,177.50
					60020 Total	\$64,427.48
TransUnion Risk & Alternative Data Solutions Inc	4016011-202312-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	60021	\$81.98
					60021 Total	\$81.98
TranTech Engineering LLC	2022034-05	410 016 531 10 41 01	SW - Professional Services	36th Ave NE/Catherine Creek Bridge Monitoring	60022	\$375.87
					60022 Total	\$375.87
Trueheart Family Counseling	1928	001 005 518 10 41 00	HR-Professional Services	Mental Health Counseling Service	60023	\$1,000.00
Trueheart Family Counseling	1928	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	Mental Health Counseling Service	60023	\$2,000.00
					60023 Total	\$3,000.00
ULINE	171787314	001 010 576 80 31 05	PK-R&M Supplies	Trash Receptacles/Xlerator Hand Dryer	60024	\$1,891.86
ULINE	172465078	101 016 544 90 31 02	ST-Operating Cost	Kleenex/Fire Ext Cabinet/Hand Soap	60024	\$1,326.56
ULINE	172493924	101 016 544 90 31 02	ST-Operating Cost	Level Roll Towel Dispenser	60024	\$205.25
ULINE	172571869	101 016 544 90 31 02	ST-Operating Cost	Flexible Delineator Round Posts with Base	60024	\$396.44
					60024 Total	\$3,820.11
UPS	0000074Y42513	001 008 521 20 42 00	LE-Communication	Evidence Shipping	60025	\$13.99
UPS	0000074Y42523	001 008 521 20 42 00	LE-Communication	Evidence Shipping	60025	\$1.71
					60025 Total	\$15.70
Verizon Wireless	9952475299	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	60026	\$3,074.59
					60026 Total	\$3,074.59
Washington Assoc of Sheriffs and Police Chiefs	INV031554	001 008 521 40 49 01	LE-Registration Fees	WASPC Fall Conf Registration - J Beazizo/D Thomas	60027	\$750.00
					60027 Total	\$750.00
Washington State Patrol	I2403314	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	60028	\$352.25
					60028 Total	\$352.25
Washington State Support Registry	1102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$843.45
					0 Total	\$843.45

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
West Coast Code Consultants Inc	2023-LKS-DEC	001 007 558 50 41 04	Permit Related Professional Sr	Building Inspection Services 12-2023	60029	\$12,589.10
					60029 Total	\$12,589.10
West Coast Pet Memorial Services	WA70314-I-0060	001 010 576 80 41 00	PK-Professional Services	Animal Cremation Services 11-2023	60030	\$39.34
West Coast Pet Memorial Services	WA70314-I-0060	101 016 542 30 41 02	ST-Professional Service	Animal Cremation Services 11-2023	60030	\$39.33
West Coast Pet Memorial Services	WA70314-I-0060	410 016 531 10 41 01	SW - Professional Services	Animal Cremation Services 11-2023	60030	\$39.33
					60030 Total	\$118.00
Western Conference of Teamsters Pension Trust	1102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	59950	\$4,534.96
					59950 Total	\$4,534.96
Western Systems Inc	59549	101 016 595 64 63 00	ST-Traffic Control-Capital	School Zone Flashing Beacons	60031	\$86,909.24
					60031 Total	\$86,909.24
WR Lake Stevens LLC	12-2023 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles 12-2023	60032	\$640.00
WR Lake Stevens LLC	12-2023 PW	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles 12-2023	60032	\$170.00
WR Lake Stevens LLC	12-2023 PW	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles 12-2023	60032	\$170.00
					60032 Total	\$980.00

BLANKET VOUCHER APPROVAL
2024

Payroll Direct Deposits	1/10/2024	\$360,656.97
Payroll Checks	59940-59941	\$4,400.17
Electronic Funds Transfers	ACH	
Claims	60033-60082	\$181,382.30
Void Checks		
Total Vouchers Approved:		\$546,439.44

This 23rd day of January 2024

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

January 23, 2024



City expenditures by type for this voucher packet			
Personnel Costs	\$	365,057	67%
Supplies	\$	9,355	2%
Professional Services	\$	137,425	25%
Capital *	\$	25,972	5%
Debt Payments	\$	8,630	2%
Total	\$	546,439	100%

Large Purchases *

* PD Vehicle Equipment PO #1932 \$24,804

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 01/05/2024 - 01/18/2024

Total for Period
\$181,382.30

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	78580	101 016 544 90 31 02	ST-Operating Cost	Black Plastic Nail-On Number 1	60033	\$4.36
Ace Hardware	78585	001 010 576 80 31 05	PK-R&M Supplies	GFCI Covers for NC Outside Plug In	60033	\$13.90
Ace Hardware	78586	101 016 544 90 31 02	ST-Operating Cost	Trailer Hitch/Office Universal Key/Hammer Drill Bits	60033	\$22.91
Ace Hardware	78591	101 016 544 90 31 02	ST-Operating Cost	Toilet Paper/Paper Towels	60033	\$338.79
Ace Hardware	78592	001 008 521 50 30 00	LE-Facilities Supplies	Disinfectant/Paper Towels	60033	\$146.42
Ace Hardware	78593	001 010 576 80 31 05	PK-R&M Supplies	Mounting Tape for ADA RR Signs	60033	\$42.59
Ace Hardware	78616	101 016 544 90 31 02	ST-Operating Cost	Clamps	60033	\$26.69
Ace Hardware	78618	001 010 576 80 31 03	PK- Equipment & Tools	Box Fan/Space Heater	60033	\$120.20
Ace Hardware	78644	001 013 518 20 31 00	GG-Operating Costs	Space Heaters for CH	60033	\$382.50
					60033 Total	\$1,098.36
Alexander Printing Co Inc	81197	101 016 544 90 31 01	ST-Office Supplies	Business Cards - E Mangold	60034	\$48.49
Alexander Printing Co Inc	81197	410 016 531 10 31 01	SW - Office Supplies	Business Cards - E Mangold	60034	\$48.50
					60034 Total	\$96.99
Amazon Capital Services	1GLJ-6WWH-MQ4N	001 008 521 20 31 00	LE-Office Supplies	Portable Monitors (2)	60035	\$422.96
					60035 Total	\$422.96
Amazon Capital Services	19R9-JWV3-14LD	101 016 544 90 31 01	ST-Office Supplies	Office Supplies for PW	60036	\$90.01
Amazon Capital Services	19R9-JWV3-14LD	410 016 531 10 31 01	SW - Office Supplies	Office Supplies for PW	60036	\$90.00
Amazon Capital Services	1FGQ-KGK7-9TKF	101 016 544 90 31 02	ST-Operating Cost	12 Volt Battery Chargers	60036	\$358.98
Amazon Capital Services	1FGQ-KGK7-9TKF	101 016 544 90 31 02	ST-Operating Cost	Stabilizing Jack Landing Pad	60036	\$119.02
Amazon Capital Services	1FGQ-KGK7-9TKF	410 016 531 10 31 02	SW - Operating Costs	Stabilizing Jack Landing Pad	60036	\$119.02
Amazon Capital Services	1G6R-3L3V-7YRC	101 016 544 90 31 01	ST-Office Supplies	Bluetooth Headset w/Microphone/Wall Calendars	60036	\$38.19
Amazon Capital Services	1G6R-3L3V-7YRC	410 016 531 10 31 01	SW - Office Supplies	Bluetooth Headset w/Microphone/Wall Calendars	60036	\$38.20
Amazon Capital Services	1NM3-XL9M-7H9L	410 016 531 10 31 02	SW - Operating Costs	Tubular Keys/Toolbox Keys	60036	\$104.69
					60036 Total	\$958.11
Assoc of Washington Cities	121212	001 013 518 90 49 04	GG-AWC	2024 AWC Membership	60037	\$33,491.00
Assoc of Washington Cities	122028	001 008 521 20 41 00	LE-Professional Services	2024 AWC Drug & Alcohol Consortium Membership	60037	\$406.66
Assoc of Washington Cities	122028	101 016 542 30 41 02	ST-Professional Service	2024 AWC Drug & Alcohol Consortium Membership	60037	\$406.67
Assoc of Washington Cities	122028	410 016 531 10 41 01	SW - Professional Services	2024 AWC Drug & Alcohol Consortium Membership	60037	\$406.67
					60037 Total	\$34,711.00
Brazel	020624 BRAZEL	001 002 513 11 43 00	AD-Travel & Meetings	AWC Action Days Meal PerDiem	60038	\$110.00
					60038 Total	\$110.00
CDW Government Inc	NS69036	510 006 518 80 49 03	LR - Adobe Pro	Adobe Acrobat Renewal	60039	\$92.41
CDW Government Inc	NS77200	101 016 544 90 31 02	ST-Operating Cost	Microsoft 3yr Ext HW Service	60039	\$56.33
CDW Government Inc	NS77200	410 016 531 10 31 02	SW - Operating Costs	Microsoft 3yr Ext HW Service	60039	\$56.33
					60039 Total	\$205.07
Cintas Loc 460	4179164618	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	60040	\$117.02
Cintas Loc 460	4179164618	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	60040	\$197.55
Cintas Loc 460	4179164618	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	60040	\$151.75
					60040 Total	\$466.32
CivicPlus LLC	288422	510 006 518 80 49 07	LR - Civic Plus Website	CivicClerk Annual Fee - Agenda & Minutes Mgmt	60041	\$5,516.64
					60041 Total	\$5,516.64

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dobbs Heavy Duty Holdings LLC	02130P143671	101 016 544 90 31 02	ST-Operating Cost	Filters/Latch Hood Holddown/Block Support PW78	60042	\$294.50
Dobbs Heavy Duty Holdings LLC	02130P143671	410 016 531 10 31 02	SW - Operating Costs	Filters/Latch Hood Holddown/Block Support PW78	60042	\$294.51
					60042 Total	\$589.01
Economic Alliance Snohomish County	2024-6	001 013 518 90 49 02	GG-Economic Alliance	2024 EASC Annual Investment	60043	\$3,500.00
					60043 Total	\$3,500.00
Electronic Business Machines	AR267548	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2WU09725	60044	\$46.28
					60044 Total	\$46.28
Enterprise FM Trust	604558-010524	530 016 591 48 70 01	PW Lease Agreements	City Vehicle Leases	60045	\$7,874.53
Enterprise FM Trust	604558-010524	530 016 594 48 70 00	Capital Lease Principal	City Vehicle Leases Tax	60045	\$755.96
					60045 Total	\$8,630.49
Fastenal Company	MN019819318	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 01-2024	60046	\$5.47
Fastenal Company	MN019819318	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 01-2024	60046	\$5.46
Fastenal Company	WAARN170860	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Duct Tape/Batteries/QwikStiks/Gloves	60046	\$147.43
Fastenal Company	WAARN170860	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Duct Tape/Batteries/QwikStiks/Gloves	60046	\$147.43
Fastenal Company	WAARN170989	101 016 544 90 31 02	ST-Operating Cost	Degreaser/Cleaner	60046	\$133.04
Fastenal Company	WAARN170989	410 016 531 10 31 02	SW - Operating Costs	Degreaser/Cleaner	60046	\$133.04
Fastenal Company	WAARN170990	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Trimmer Line/Blades/Gloves/Coveralls	60046	\$238.85
Fastenal Company	WAARN170990	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Trimmer Line/Blades/Gloves/Coveralls	60046	\$238.85
					60046 Total	\$1,049.57
FBI - LEEDA	200098619	001 008 521 40 49 01	LE-Registration Fees	DLB 24-2 Registration - A Fox	60047	\$350.00
					60047 Total	\$350.00
Gailey	020624 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	AWC Action Days Meal PerDiem	60048	\$110.00
					60048 Total	\$110.00
GCP WW Holdco LLC	INV2010012977	410 016 531 10 31 00	SW - Clothing	Bib Pants/Jackets/Work Boots - S Luna	60049	\$837.38
GCP WW Holdco LLC	INV2010013011	101 016 542 90 31 01	ST-Clothing	(CB) Boots - J Evans	60049	\$296.71
					60049 Total	\$1,134.09
Hathaway	36034	001 001 511 60 31 00	Legislative - Operating Costs	Nameplates - Shipman/Petershagen	60050	\$54.27
					60050 Total	\$54.27
Heidelberg Materials	5950897	410 016 531 10 41 03	SW - Street Cleaning	Street Sweepings Disposal	60051	\$1,242.50
Heidelberg Materials	5951129	410 016 531 10 41 03	SW - Street Cleaning	Street Sweepings Disposal	60051	\$1,344.22
					60051 Total	\$2,586.72
Honey Bucket	553913494	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	60052	\$352.89
Honey Bucket	553917914	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	60052	\$264.50
Honey Bucket	553925452	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	60052	\$234.00
Honey Bucket	553936063	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	60052	\$180.50
					60052 Total	\$1,031.89
IAPE	M24-C678247	001 008 521 20 49 00	LE-Dues & Memberships	2024 IAPE Membership	60053	\$65.00
					60053 Total	\$65.00
ICONIX Waterworks US Inc	U2416000275	410 016 531 10 31 02	SW - Operating Costs	Erosion Control Fabric/Staples/Solid Pipe/Shovels	60054	\$1,300.24
					60054 Total	\$1,300.24
Industrial Bolt & Supply Inc	835970-1	101 016 544 90 31 02	ST-Operating Cost	Cut Off Wheels/Discs/Wire Wheel/Fuse Holders	60055	\$342.50
Industrial Bolt & Supply Inc	835970-1	410 016 531 10 31 02	SW - Operating Costs	Cut Off Wheels/Discs/Wire Wheel/Fuse Holders	60055	\$342.50
					60055 Total	\$685.00
Ink It Your Way LLC	10841	001 010 576 80 31 01	PK-Ops-Clothing	Beanies/Caps for Parks Dept	60056	\$653.53
					60056 Total	\$653.53

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
J Thayer Co Inc	1674639-0	001 010 576 80 31 02	PK-Office Supplies	Ink for Stamps/Markers	60057	\$14.33
J Thayer Co Inc	1674639-0	101 016 544 90 31 01	ST-Office Supplies	Ink for Stamps/Markers	60057	\$30.15
J Thayer Co Inc	1674639-0	410 016 531 10 31 01	SW - Office Supplies	Ink for Stamps/Markers/Planner	60057	\$30.15
					60057 Total	\$74.63
Lake Stevens Chamber of Commerce	1696	001 013 518 90 49 01	GG-Chamber of Commerce	LS Chamber Membership	60058	\$295.00
					60058 Total	\$295.00
Lake Stevens Sewer District	1195 01-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Cedarwood Park Acct 1195-01	60059	\$99.00
Lake Stevens Sewer District	12326 01-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	60059	\$100.00
Lake Stevens Sewer District	13135 01-2024	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	60059	\$49.50
Lake Stevens Sewer District	13135 01-2024	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	60059	\$49.50
Lake Stevens Sewer District	2538 01-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	60059	\$198.00
Lake Stevens Sewer District	3628 01-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-02	60059	\$99.00
Lake Stevens Sewer District	6294 01-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	60059	\$99.00
Lake Stevens Sewer District	6296 01-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	60059	\$198.00
Lake Stevens Sewer District	6390 01-2024	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	60059	\$132.00
Lake Stevens Sewer District	6666 01-2024	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	60059	\$99.00
Lake Stevens Sewer District	6671 01-2024	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	60059	\$99.00
Lake Stevens Sewer District	6810 01-2024	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	60059	\$198.00
Lake Stevens Sewer District	7002 01-2024	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	60059	\$99.00
Lake Stevens Sewer District	8710 01-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	60059	\$99.00
Lake Stevens Sewer District	9902 01-2024	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	60059	\$99.00
					60059 Total	\$1,717.00
LEIRA	3271	001 008 521 20 49 00	LE-Dues & Memberships	LEIRA Membership Renewal - A Fox	60060	\$50.00
LEIRA	3540	001 008 521 20 49 00	LE-Dues & Memberships	LEIRA Membership Renewal - B Ryan	60060	\$50.00
LEIRA	3550	001 008 521 20 49 00	LE-Dues & Memberships	LEIRA Membership Renewal - K Putnam	60060	\$50.00
					60060 Total	\$150.00
McLoughlin & Eardley Group Inc	272719	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment PO #1931	60061	\$1,168.00
McLoughlin & Eardley Group Inc	272895	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment PO #1932	60061	\$24,803.65
					60061 Total	\$25,971.65
Office of the State Treasurer	12-2023 STATE	633 000 586 00 00 01	State Court Remit	State Court Fees 12-2023	60062	\$10,859.91
					60062 Total	\$10,859.91
Oregon Festivals & Events Association	3310	001 010 576 80 49 01	PK-Staff Development	OFEA Conf Registration - T Woldridge/D Smith	60063	\$535.00
					60063 Total	\$535.00
Parnell	011024 PARNELL	001 008 521 20 43 00	LE-Travel & Per Diem	Aquatic Investigations Seattle Meal PerDiem	60064	\$44.00
					60064 Total	\$44.00
PODS Enterprises LLC	PODS006613854	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	60065	\$179.25
PODS Enterprises LLC	PODS006616898	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	60065	\$179.25
					60065 Total	\$358.50
Rexel USA Inc	4T16877	101 016 544 90 31 02	ST-Operating Cost	120V Coils Screw Terminals	60066	\$545.44
					60066 Total	\$545.44
RP Electronics Inc	7613	001 013 518 20 47 02	GG-Utilities for Rentals	Q1 2024 Fire Alarm Monitoring 1819 S Lake Stevens Rd	60067	\$213.14
					60067 Total	\$213.14
Sherwin-Williams Co	1019-0	001 010 576 80 31 05	PK-R&M Supplies	Paint for Davies Bathroom	60068	\$323.91
Sherwin-Williams Co	4057-1	101 016 544 90 31 02	ST-Operating Cost	Paint	60068	\$27.11
					60068 Total	\$351.02

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Six Robblees Inc	14P29948	101 016 544 90 31 02	ST-Operating Cost	Ladder Rack Ratchet Tie Downs PW04	60069	\$120.21
Six Robblees Inc	14P29948	410 016 531 10 31 02	SW - Operating Costs	Ladder Rack Ratchet Tie Downs PW04	60069	\$120.21
					60069 Total	\$240.42
Snohomish County 911	6761	001 008 528 00 41 00	LE-SNO911	Dispatch Services	60070	\$35,373.30
					60070 Total	\$35,373.30
Snohomish County Treasurer	12-2023 TREASUR	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 12-2023	60071	\$159.51
					60071 Total	\$159.51
Sound Publishing Inc	EDH989558	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0162 Kaintz Unit Lot Subdivision Legal Notice	60072	\$86.12
Sound Publishing Inc	EDH989625	001 007 558 50 41 03	PL-Advertising	LUA2022-0082 Code Clean Up Legal Notice	60072	\$67.20
					60072 Total	\$153.32
Sound Security Inc	1117989	001 010 576 80 41 00	PK-Professional Services	Access Monitoring Lundeen Park	60073	\$22.54
Sound Security Inc	1117989	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	60073	\$301.25
Sound Security Inc	1117989	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	60073	\$645.79
Sound Security Inc	1117989	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	60073	\$617.34
Sound Security Inc	1117989	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	60073	\$301.24
Sound Security Inc	1117989	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	60073	\$301.25
					60073 Total	\$2,189.41
Springbrook Holding Company LLC	INV-15381	510 006 518 80 49 29	LR - Springbrook	2024 Springbrook Suite Subscription	60074	\$22,137.61
					60074 Total	\$22,137.61
State Auditors Office	L158605	001 004 514 23 41 00	FI-Professional Service	21-22 Accountability/Financial Audit	60075	\$832.65
					60075 Total	\$832.65
Stone	010524 STONE	410 016 531 10 49 01	SW - Staff Development	CDW Medical License Reimbursement	60076	\$185.00
					60076 Total	\$185.00
Verizon Wireless	9953126188	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	60077	\$337.92
Verizon Wireless	9953126188	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	60077	\$42.24
Verizon Wireless	9953126188	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	60077	\$47.24
Verizon Wireless	9953126188	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	60077	\$89.48
Verizon Wireless	9953126188	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	60077	\$47.24
Verizon Wireless	9953126188	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	60077	\$178.96
Verizon Wireless	9953126188	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	60077	\$266.21
Verizon Wireless	9953126188	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	60077	\$425.17
Verizon Wireless	9953126188	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	60077	\$209.51
Verizon Wireless	9953126188	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	60077	\$549.66
Verizon Wireless	9953126188	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	60077	\$1,054.77
Verizon Wireless	9953126188	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	60077	\$1,099.02
					60077 Total	\$4,347.42
Washington Assoc of Sheriffs and Police Chiefs	INV031716	001 008 521 20 41 01	LE-Professional Serv-Fixed	WASPC Accreditation Annual Fee	60078	\$2,500.00
					60078 Total	\$2,500.00
Washington Public Treasurers Association	1544	001 004 514 23 49 00	FI-Miscellaneous	WPTA Membership Renewal - B Stevens	60079	\$50.00
					60079 Total	\$50.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Washington Recreation & Park Assoc	9178	001 010 576 80 49 01	PK-Staff Development	2024 WRPA Conf Registration - J Lewandowski	60080	\$150.00
Washington Recreation & Park Assoc	9178	001 010 576 80 49 01	PK-Staff Development	2024 WRPA Conf Registration - J Meis	60080	\$150.00
Washington Recreation & Park Assoc	9178	001 010 576 80 49 01	PK-Staff Development	2024 WRPA Conf Registration - S Garceau	60080	\$363.00
Washington Recreation & Park Assoc	9178	001 010 576 80 49 01	PK-Staff Development	2024 WRPA Conf Registration - T Woldridge	60080	\$150.00
					60080 Total	\$813.00
Wave	103946401-0010584	001 002 513 11 42 00	AD-Communications	Telephone Service	60081	\$73.17
Wave	103946401-0010584	001 003 514 20 42 00	CC-Communications	Telephone Service	60081	\$146.34
Wave	103946401-0010584	001 004 514 23 42 00	FI-Communications	Telephone Service	60081	\$146.34
Wave	103946401-0010584	001 005 518 10 42 00	HR-Communications	Telephone Service	60081	\$73.17
Wave	103946401-0010584	001 006 518 80 42 00	IT-Communications	Telephone Service	60081	\$219.52
Wave	103946401-0010584	001 007 558 50 42 00	PL-Communication	Telephone Service	60081	\$475.87
Wave	103946401-0010584	001 007 559 30 42 00	PB-Communication	Telephone Service	60081	\$73.17
Wave	103946401-0010584	001 008 521 20 42 00	LE-Communication	Telephone Service	60081	\$2,488.85
Wave	103946401-0010584	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service	60081	\$73.17
Wave	103946401-0010584	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	60081	\$73.17
Wave	103946401-0010584	001 013 518 20 42 00	GG-Communication	Telephone Service	60081	\$292.69
Wave	103946401-0010584	101 016 543 30 42 00	ST-Communications	Telephone Service	60081	\$421.11
Wave	103946401-0010584	410 016 531 10 42 00	SW - Communications	Telephone Service	60081	\$421.12
Wave	103946401-0010584	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	60081	\$634.41
					60081 Total	\$5,612.10
Ziply Fiber	01-2024 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	60082	\$232.17
Ziply Fiber	01-2024 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	60082	\$69.56
					60082 Total	\$301.73

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

Tuesday, January 2, 2024, at 6:00 p.m.
By Remote Participation via Zoom

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

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Ryan Donoghue, Kymm Shipman, Anji Jorstad, Steve Ewing and Marcus Tageant

Call to Order

Pledge of Allegiance

The meeting was called to order at 6:00 p.m. by Mayor Brett Gailey.

Oath of Office

Returning Mayor Brett Gailey, New Councilmember Kymm Shipman and Returning Councilmember Anji Jorstad. (Councilmember Donoghue was attending online therefore his ceremonial Oath of Office will be done at the next meeting).

Roll Call

All Councilmembers were present.

Election of Council President and Vice President for 2024

MOTION. Councilmember Jorstad nominated Councilmember Petershagen for Council President. Councilmember Daughtry seconded the nomination.

There were no further nominations.

The vote was 7-0-0-0. Councilmember Petershagen was announced the Council President for 2024.

MOTION. Councilmember Jorstad nominated Councilmember Donoghue for Council Vice President. Councilmember Petershagen seconded the nomination.

There were no further nominations.

The vote was 7-0-0-0. Councilmember Donoghue was announced the Council Vice President for 2024.

Approval of the Agenda

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

Citizen Comments

There were no comments from citizens.

Council Business

Mayor Business

Discussion Items:

Council Board and Commission Liaisons

Council reviewed and appointed liaisons for 2024.

Draft Council agenda for January 9, 2024

Adjourn:

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Petershagen, to adjourn the meeting. The motion passed 7-0-0-0.

The meeting was adjourned at 6:30 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

January 9, 2023, at 6:00 p.m.

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

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

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Ryan Donoghue, Kymm Shipman, Gary Petershagen and Anji Jorstad.

ELECTED OFFICIALS ABSENT: Councilmembers Steve Ewing and Marcus Tageant

Call to Order

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

Pledge of Allegiance

Mayor Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmembers Ewing and Tageant.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Daughtry, to excuse Councilmembers Ewing and Tageant. The motion passed 5-0-0-2.

Approval of Agenda

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve the agenda with the deletion of the Ceremonial Office of Office for Councilmember Donoghue. (This will be done at the next Council meeting when Councilmember Donoghue is in person). The motion passed 5-0-0-2.

Guest Business

Oath of Office for Officer Kevin Lanto

Citizen Comments

There were no comments from the citizens.

Council Business

Mayor Business

Consent Agenda

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Shipman, to approve the consent agenda. The motion passed 5-0-0-2.

The consent agenda items were as follows:

- 2023 Vouchers
- 2024 Vouchers
- City Council Meeting Minutes of December 12, 2023
- City Council Meeting Minutes of December 19, 2023
- City Council Meeting Minutes of December 27, 2023
- PACE Professional Services Agreement - Supplemental 2
- Reappoint Tina Decker to Parks and Recreation Planning Board

Action Items

Ordinance No. 1176 - Authorizing the Issuance and Sale of LTGO Bonds 2024A and Delegating Authority

Finance Director Stevens explained that Ordinance 1176, authorizes the issuance and sale of LTGO bonds not to exceed \$10,200,000 to finance the City Hall Complex, Historical Museum, and related capital projects; and to designate the Mayor, City Administrator, and Finance Director as representatives to negotiate the sale of the bonds.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve Ordinance No. 1176 - Authorizing the Issuance and Sale of LTGO Bonds 2024A and Delegating Authority. The motion passed 5-0-0-2.

Discussion Items

Code Clean Up Work Session (LUA2022-0082)

Senior Planner Levitan explained that the purpose of this discussion item is to review and provide feedback on proposed amendments to the Lake Stevens Municipal Code included in the Code Cleanup project. The Planning Commission has held several work sessions. This will come back to the City Council for a public hearing in February.

Adjournment

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to adjourn the meeting. The motion passed 5-0-0-2.

The meeting adjourned at 6:50 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 1/23/2024

Subject: Lake Stevens Senior Center Funding Agreement - 2024

Contact Person/Department: Barb Stevens, Finance

Budget Impact: No budget impact. \$30,400 included in 2024 adopted budget.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the 2024 Funding Agreement with the Lake Stevens Senior Center for \$30,400.

SUMMARY/BACKGROUND:

The City Council has budgeted a \$30,400 contribution to the Lake Stevens Senior Center for 2024, to provide financial resources for certain programs and services. The additional \$400 is reimbursement for a facility expense hired by the Senior Center. This is a one-time increase as all future facility related expenses shall be purchased through the city's regular procurement process.

The programs and services include social services, health and nutrition programs, education classes, training and workshops that support older adults in their overall wellbeing, dignity and independence, and encourage involvement in the life and affairs of the community.

This agreement shall become effective upon signing and shall remain in effect until December 31, 2024.

APPLICABLE CITY POLICIES:

City Council shall approve annual funding agreements.

ATTACHMENTS:

1. LS Senior Center_Funding Agreement 1-23-2024

AGREEMENT FOR FUNDING BETWEEN
CITY OF LAKE STEVENS
AND
LAKE STEVENS SENIOR CENTER

THIS AGREEMENT is made and entered into this 23rd day of January, 2024, by and between the CITY OF LAKE STEVENS, a Washington State municipal corporation ("City") and the LAKE STEVENS SENIOR CENTER, a Washington non-profit corporation ("Senior Center"), for the purpose of City providing financial resources to Senior Center for certain programs or services.

WHEREAS Senior Center provides valuable programs and services to older adults aged 55 and older of Lake Stevens and surrounding communities; and

WHEREAS the programs and services include social services, health and nutrition programs, education classes, trainings and workshops that support older adults in their overall wellbeing, dignity and independence, and encourage involvement in the life and affairs of the community; and

WHEREAS, Snohomish County provides varying levels of financial support for senior centers based on unduplicated participants served within and outside the incorporated area of the senior center; and

WHEREAS, Senior Center receives \$15,000 per year from Snohomish County which is the lowest funding based on the category of local non-profit senior center; and

WHEREAS, Senior Center strives to attain the level of Regional Senior Center for the highest funding from Snohomish County and;

WHEREAS, City desires to provide financial support to Senior Center to assist Senior Center to achieve greater self-sufficiency, including but not limited to receipt of greater funding from Snohomish County; and

WHEREAS, Senior Center will use funding provided by City to provide professional services, including accounting services, for administration of Senior Center; maintain current programs and services for a growing number of older adults; and expand its outreach to older adults to increase and sustain unduplicated participation to the required threshold for a Regional Senior Center level,

NOW, THEREFORE, it is mutually agreed as follows:

1. **PURPOSE.** The purpose of this agreement is to set forth the mutual obligations and rights of City and Senior Center with respect to financial resources provided by City as described in Paragraph 3.

2. **DURATION.** This agreement shall become effective on the date noted above and shall remain in effect until December 31, 2024. The initial term of this agreement may be extended by mutual written agreement of the parties for a period of one calendar year, following review and approval by Lake Stevens City Council. Either party shall have the right to terminate this agreement at any time upon providing thirty (30) days written notice, or shorter notice by mutual consent.

3. **RESPONSIBILITIES OF PARTIES.**

A. Responsibilities of City.

City agrees to provide to Senior Center financial support as set out in Paragraph 4.

B. Responsibilities of Senior Center.

- Senior Center shall continue its current delivery of programs and services in 2024.
- Senior Center shall contract with a professional accounting firm to provide necessary accounting services for administration of its business.
- Senior Center shall continue its outreach efforts to surrounding areas to increase unduplicated participation in its programs and services.
- Senior Center shall work with Snohomish County to achieve the necessary requirements for the highest funding level from the county; requirement(s) may include employment of an Executive Director.
- Senior Center shall provide informational updates to City Council no less than two (2) times during the year, i.e. April and October.

4. **COMPENSATION.**

- A. Within thirty (30) days of full execution of this agreement, City will provide to Senior Center a single payment of thirty thousand four hundred dollars (\$30,400), respective of the amount allocated in its 2024 budget.
- B. The contribution by City set out in this Agreement, and any subsequent contributions as authorized by City Council are voluntary, and the amount of contribution, if any, shall be determined by the Lake Stevens City Council.

5. **MAINTENANCE OF RECORDS.** Senior Center shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures associated with this agreement. The accounting records shall provide for a separate recording and reporting of all receipts and expenditures. Financial records pertaining to matters associated with this agreement are subject to inspection and audit by representatives of City or State Auditor upon request.

6. **PUBLIC DISCLOSURE LAWS.** The Senior Center acknowledges, agrees and understands that City is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Senior Center understands that records related to this Agreement and the Senior Center's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

7. **INSURANCE REQUIREMENTS.**

- A. Insurance Term. Senior Center shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to City.
- B. No Limitation. Senior Center's maintenance of insurance as required by the agreement shall not be construed to limit the liability of Senior Center to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. Senior Center shall obtain insurance of the type and coverage described below:
 - i. **Commercial General Liability** insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. City shall be named as an additional insured under Senior Center's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.
 - ii. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - iii. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Minimum Amounts of Insurance. Senior Center shall maintain the following insurance limits:
 - i. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
 - ii. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- E. Other Insurance Provision. Senior Center's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of Senior Center's insurance and shall not contribute with it.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- G. Verification of Coverage. Senior Center shall furnish City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Senior Center before financial support will be provided by the City.
- H. Notice of Cancellation. Senior Center shall provide City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- I. Subcontractors' Insurance. Senior Center shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Senior Center-provided insurance as set forth herein, except the Senior Center shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. Senior Center shall ensure that City is an additional

insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

- J. Failure to Maintain Insurance. Failure on the part of Senior Center to maintain the insurance as required shall constitute a material breach of contract, upon which City may, after giving five business day' notice to Senior Center to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of City, offset against financial support to Senior Center from City.
- K. City Full Availability of Senior Center Limits. If Senior Center maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Senior Center, irrespective of whether such limits maintained by Senior Center are greater than those required by this contract or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Senior Center.

8. **INDEMNIFICATION/HOLD HARMLESS.** Senior Center shall defend, indemnify, and hold harmless City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Senior Center's use of Premises, or from the conduct of Senior Center's business, or from any activity, work or thing done, permitted, or suffered by Senior Center in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Senior Center and City, its officers, officials, employees, and volunteers, the Senior Center's liability hereunder shall be only to the extent of Senior Center's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Senior Center's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.

9. **NOTICES.** Any written notice required or permitted to be given herein shall be made by mail or in person to the party which is the intended recipient of the notice, at the following addresses or to such other respective addresses as either party hereto may from time to time designate:

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street
PO Box 257
Lake Stevens, WA 98258

To Senior Center:

Lake Stevens Senior Center
Attn: Board President
2302 Soper Hill Road
PO Box 205
Lake Stevens, WA 98258

10. **MISCELLANEOUS.** No obligation in this agreement shall limit City or Senior Center in fulfilling its responsibilities as otherwise defined by law.

11. **ENTIRE AGREEMENT.** This agreement contains the entire agreement between the parties for purposes of financial support as noted herein and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind the parties hereto. Either party to the agreement may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this agreement.

12. **SEVERABILITY.** It is hereby agreed that no waiver of any condition or covenant in this agreement, or any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

IN WITNESS WHEREOF, this parties have executed this agreement as of the date first above written.

CITY OF LAKE STEVENS

LAKE STEVENS SENIOR CENTER

By: Brett Gailey, Mayor

By: Amelia Mimura, Board President

CITY COUNCIL STAFF REPORT



Agenda Date: 1/23/2024

Subject: Approve Park and Recreation Planning Board Work Program for 2024

Contact Person/Department: Jill Meis, Parks Department

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the 2024 Parks and Recreation Planning Board work program.

SUMMARY/BACKGROUND:

At the January 16, 2024, joint meeting, City Council reviewed the upcoming year's work program for the Parks and Recreation Planning Board. City Council did not direct any changes to the plan so staff is asking for approval of the plan for implementation this year.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. DRAFT 2024 PB Work Program

Parks and Recreation Planning Board 2024 Work Program

Action Item	Description	Anticipated Date
Rename “20 th Ball Field” Trailhead/Park	Name the property at 8629 20 th Street SE that will be developed as a trailhead, athletic fields and playground	1 st quarter
Name the trail from 20 th Ball Field to Marysville	Informally called the Powerline Trail or Westside Trail	2 nd quarter
Eagle Ridge Plan Reviews	1. Review 30% engineering plans for site layout and elements. 2. Attend public meeting for playground design. 3. Provide feedback for direction.	2 nd quarter
Cedarwood Community Center	Review 30% Architectural and Engineering	3 rd quarter
North Cove Boat Launch Dock	Review concept plans and design	4 th quarter
Visit all City Parks in 2024	Visit and provide feedback. Are there repairs needed? Do you have thoughts on future park needs?	On-going

2024 Schedule will be every-other month unless additional meetings are required and requested with advance notice.

- 1st Quarter January through March
- 2nd Quarter April through June
- 3rd Quarter July through September
- 4th Quarter October through December

Park Board Encouraged Yearly Participation

- Volunteer at Special Events and Park beautification days
- Outreach and coordination with community groups

CITY COUNCIL STAFF REPORT



Agenda Date: 1/23/2024

Subject: Addendum Number 1 to the Professional Services Agreement with KPG Psomas for the 91st Ave SE Sidewalk Improvements Phase I Project

Contact Person/Department: Frank Reinart, Public Works

Budget Impact: The 2024 budget includes a total of \$ 1,325,000 for both design and construction of two Transportation Benefit Program sidewalk project segments on 91st Avenue: TBP-02 (from Market Pl to 4th St SE) and TBP-03 (from 4th St SE to 8th St SE). For purposes of efficient design and construction, the two segments have been combined into a single project for delivery.

This requested action will authorize an addendum to the professional services agreement, which will establish the agreement sum at \$ 339,300 for engineering design services. This total agreement sum includes both the \$ 187,324.00 previously authorized for the Preliminary Design stage scope of services (Exhibits A-1 and B-1 of the professional services agreement) and the additional \$ 151,976 for the Final Design stage scope of services (Exhibits A-2 and B-2 of the professional services agreement).

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign Addendum Number 1 to the Professional Services Agreement with KPG Psomas, Inc., for civil engineering design services for the 91st Avenue SE Sidewalk Improvements Phase 1 Project.

SUMMARY/BACKGROUND:

The City executed a professional services agreement with KPG Psomas, Inc. for civil engineering design services for the 91st Avenue SE Sidewalk Improvements Phase I Project on December 15, 2023. This agreement was executed following approval by City Council at the

December 12, 2023 meeting.

As described in the professional services agreement and at the December 12 City Council meeting, the design scope was divided into two stages: Preliminary Design and Final Design. This two-stage approach allowed an early start to design work during December, for surveying and other preliminary design elements, using budget already authorized for this project in 2023. The remainder of the funding needed to complete this project was included in the 2024 budget and this Addendum Number 1 now authorizes the completion of the design work scope, in anticipation of construction during summer 2024.

The Preliminary Design Scope of Services and associated fees are provided in the professional services agreement as Exhibits A-1 and B-1, respectively. The Final Design Scope of Services and associated fees are provided in the professional services agreement as Exhibits A-2 and B-2, respectively. Addendum Number 1 does not make any change in either scope of services or fee provided in the exhibits of the professional services agreement approved by City Council at the December 12, 2023 meeting.

Project Background

This project will design and construct a continuous pedestrian walkway/sidewalk and bicycle lane on the east side of 91st Avenue SE, between the intersections with 8th St SE and Market Place. The project will also construct driveway ramps or provide crosswalk striping as needed where driveways or cross streets meet the new sidewalk. The project, including pedestrian ramps at crosswalks, will be designed and constructed to comply with current Americans with Disabilities Act (ADA) guidelines.

This project will complete two of the street pedestrian project segments funded through the Transportation Benefit Program (TBP). The program of sidewalk project segments was implemented by the City Council in Resolution 2022-10 and a local sales tax to fund these projects was approved by City voters on November 8, 2022. Resolution 2022-10 included a list of 20 prioritized street segments where completion of a continuous pedestrian and bicycle route, largely for streets currently lacking sidewalks, is desirable for the City. The local sales tax funding the TBP was implemented on April 1, 2023. Sidewalk/bicycle lane project segments have been numbered TBP-01 through TBP-20 for ease of reference.

This particular project combines two segments from the prioritized list into a single project delivery: TBP-02 (91st Ave SE from 4th St SE to Market Pl) and TBP-03 (91st Avenue SE from 8th St SE to 4th St SE). This combination allows the two segments to be designed and constructed cohesively, which will reduce duplicate project expenses if each segment was completed separately and increase the speed and efficiency of delivery. This project name includes "Phase 1" to distinguish it from a future TBP sidewalk project segment, also located along 91st Ave SE (TBP-05; from 20th Ave SE to 12th Ave SE).

APPLICABLE CITY POLICIES:

Comprehensive Procurement Policy, P-2-2018

ATTACHMENTS:

1. Supplement No 1 to Professional Services Agreement - 91st Ave Sidewalk Phase
1

**ADDENDUM NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND KPG PSOMAS, INC.
FOR CONSULTANT SERVICES**

THIS ADDENDUM NUMBER 1 (hereinafter “Addendum No. 1”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (hereinafter “City”), and KPG PSOMAS, Inc., a Corporation authorized to do business in the State of Washington, (hereinafter “Consultant”) (collectively at times referred to hereinafter as “Parties”).

WHEREAS, the Parties have previously entered into a Professional Services Agreement for the engineering design of the 91st Avenue Sidewalk Improvements Phase 1 Project on December 15, 2023 (hereinafter “Original Agreement”) for the “Preliminary Design Scope of Services” described in the Original Agreement.

WHEREAS, the City wishes to proceed with the “Final Design Scope of Services” described in the Original Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein and further incorporated into the entire and integrated agreement with the Original Agreement, the Parties hereto agree as follows:

ADDENDA TO ORIGINAL AGREEMENT

- .1 Paragraph II.3 of the Original Agreement is deleted and replaced with the following text:

FINAL DESIGN SCOPE OF SERVICES. The Final Design Scope of Services is attached to the Original Agreement as Exhibit A-2 and incorporated herein by this reference (“Final Design Scope of Services”). The Consultant fee schedule for the Final Design Scope of Services is attached to the Original Agreement as Exhibit B-2. The Final Design Scope of Services is authorized by the City by execution of this Addendum by the Parties.

- .2 Paragraph IV.1(a) is deleted and replaced with the following text:

a. The Consultant shall be paid by the City for services rendered under the Original Agreement and Addendum No. 1 as described in Article II. Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$ 339,300.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

This Addendum is integrated into an entire and integrated agreement between the Parties in accordance with Paragraph V.4 of the Original Agreement.

DATED this _____ day of _____ 2024.

CITY OF LAKE STEVENS

KPG Psomas, Inc.

By: _____
Brett Gailey, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 1/23/2024

Subject: Approve Grant Authorization-Brian Abbott Fish Barrier Removal Board Grant

Contact Person/Department: Taylor Pesce, Shannon Farrant, Public Works

Budget Impact: \$60,000 in adopted capital project funds. No budget amendment at this time.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Requesting a motion to authorize the Mayor to sign an authorization form to apply for the Fish Barrier Removal Grant in the amount of \$349,0000.

SUMMARY/BACKGROUND:

City staff have applied for a grant to replace a failing culvert on 36th ST NE through the Brian Abbott Fish Barrier Removal Board (FBRB). The Council's approval for the Mayor to sign the "Application Resolution/ Authorization" form is part of the grant application. The grant application has been submitted, but the signed form is needed to deem the application complete. This is only the application phase. The form documents the person who may be authorized to execute documents related to the grant if the City is awarded the funds. The packet includes the Application Resolution/ Authorization form, Sample Project Agreement (agreement to accept the award if the City is chosen), and the Project Application. If awarded the grant, there is a 20% match requirement which is included in the adopted budget for this project.

This grant funding will support the design to replace a failing culvert and fish barrier on 36th ST NE on an unnamed creek, which is a tributary to Catherine Creek. Deliverables from the requested funds would include permits, public outreach, and a construction bid package that contains plans, specifications, and cost estimates based on appropriate engineering and environmental analyses. In 2022, the culvert partially failed, leaving a sinkhole in 36th ST NE. City crews repaired the issue, but a full replacement of the culvert is needed. Replacement of the existing culvert will also restore fish passage to .25 miles of

high-quality aquatic and riparian habitat supporting spawning, juvenile rearing, and cool water refugia to the next upstream barrier. Species that will benefit from this project include: coho, steelhead, resident trout and SR cutthroat trout.

The Brian Abbott Fish Barrier Removal Board (FBRB) was created by the Legislature in 2014 to support the removal of fish passage barriers on state, local, tribal, and private land that block salmon and steelhead access to prime spawning and rearing habitat. The Washington Department of Fish and Wildlife (WDFW) and Washington State Recreation and Conservation Office (RCO) jointly administer the board's grant program and evaluates fish passage projects.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. ApplicantAuthorizationResolution24
2. SampleProjectAgreement
3. Project Application Report - 23-1931 (5)



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by applicants' and their counsel as they seek grant funding managed by RCO.

This grant agreement will contain changes at issuance based on the specifics of each funded project. For instance, changes will occur based on the applicant, funding program, fund source, project type, rule or law changes, and other factors. Applicants that receive funding from RCO are encouraged to thoroughly review their customized grant agreement prior to final signature.

RCO reserves the right to make updates to this template.

RCO GRANT AGREEMENT

Project Name: _____

Project Number: _____

Issuance Date: _____

A. PARTIES OF THE GRANT AGREEMENT.

1. This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington {FundingAgency} Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and {PrimarySponsorNameAddress} {SecondarySponsorNameAddress}, and shall be binding on the agents and all persons acting by or through the parties.
2. The Sponsor's Data Universal Numbering System (DUNS) Number is {DUNNSNumber}.
3. 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.
4. 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, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project 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. 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 A and J.
5. 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).

B. PURPOSE OF AGREEMENT.

This Agreement sets out the terms and conditions by which a grant is made from the {AccountName} of the State of Washington. The grant is administered by the RCO.

C. DESCRIPTION OF PROJECT.

{ProjectDescription}

D. PERIOD OF PERFORMANCE.

1. The period of performance begins on {StartDate} (project start date) and ends on {EndDate} (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.
2. 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.

E. STANDARD TERMS AND CONDITIONS INCORPORATED.

The RCO Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS.

(This is a custom section based on project, program, and sponsor type. See [attached spreadsheet of those that may apply.](#))

G. PROJECT FUNDING.

The total grant award provided for this project shall not exceed {RCOAmount}. 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:

{FundingTable}

H. FEDERAL FUND INFORMATION.

(This section only appears if there is federal funding nexus)

{FederalFundingInfo}

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

I. 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 this Agreement, it 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. This "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.

The following Exhibits are attached as part of this Agreement:

(This is a custom section listing things like "Expanded Scope of Work," "Milestones," and "Eligible Scope Items," which become part of this agreement.)

If an exhibit is referenced in this Agreement as an exhibit or attached to this Agreement, regardless whether it is on this list, it shall still be considered part of this Agreement.

J. AMENDMENTS TO AGREEMENT.

1. 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.

2. 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.
3. 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.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES.

1. 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.
2. For the purpose of this Agreement, {WAC...} shall apply as terms of this Agreement.
3. For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

{CustomApplicableManuals}

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

L. SPECIAL CONDITIONS.

{CustomSpecialConditionsAsMayApply}

M. 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:

{CustomProjectContacts}

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.

N. 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.

O. EFFECTIVE DATE.

1. Unless otherwise provided for in this Agreement, this Agreement, for project {ProjectNumber}, shall not be effective and binding until 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.
2. 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 signators listed below represent and warrant their authority to bind the parties to this Agreement.

Signatures:

Sponsor/Date

Recreation and Conservation Office/Date

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STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT

Last Updated: February 12, 2020

1. 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:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

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.

archeological, cultural, and historic resources - Archeological sites and artifacts, and traditional areas or items of religious, ceremonial and/or social (significance to) (uses of) tribes affected by or interested in the project. This also refers to built environments and places with historical significance for the nation, state, or local area.

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:

1. 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,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO’s as may apply) 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.

compliance period, or 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.

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.

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

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

education and enforcement project – A project that provides information, education, and outreach programs or services; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property, and equipment purchases.

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

enhancement project – A project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

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. § 200.33 (2013)).

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.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

compliance period, or 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.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation project – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

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.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). 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.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

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 area (for projects where WAC 420 is applied) - The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

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

1. 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,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO's as may apply) 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. § 200.83 (2013) 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

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

reimbursement – RCO's payment of funds to the Sponsor for 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.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and enhancement project – A project intended to bring a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting (or exclusively benefit) fish stocks.

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.

SRFB – Salmon Recovery Funding Board

State. 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 Washington state government.

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. § 200.92 (2013). 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. § 200.330 (2013)). 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. § 200.93 (2013)). 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.

2. PERFORMANCE BY THE SPONSOR.

- a. 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.
- b. 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.

3. 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.

4. RESPONSIBILITY FOR PROJECT.

- a. While 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.
- b. 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.
- c. 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.

5. INDEMNIFICATION.

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

- g. 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.

6. INDEPENDENT CAPACITY OF THE SPONSOR.

- a. 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.
- b. 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.

7. CONFLICT OF INTEREST.

- a. 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.
- b. 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.

8. COMPLIANCE WITH APPLICABLE LAW.

- a. 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:
 - i. 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."

- ii. **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.
- iii. **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.
 - 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.
- iv. **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.
- b. **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.

- c. 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.
- d. 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."
- e. Requirements for RTP Subawards.
 - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
 - ii. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES

RCO shall administratively review, and Sponsor shall assist RCO in such review, For all funded projects, including land acquisitions for the purpose of capital construction or renovation, not undergoing Section 106 review under the National Historic Preservation Act of 1966, RCO shall review and, if it deems appropriate, confer with the Washington State Department of Archeology and Historic Preservation, tribes, and with any other party/parties that have an interest in, or responsibility for, Project review and protection of archeological, cultural, and historical resources, to determine potential impacts to archeological, cultural and historic resources and plans for protection of such resources. The Sponsor shall cooperate in all such reviews.

1. Plans. Sponsor shall comply with all plans RCO or another state or federal agency may develop for the protection of archeological, cultural, and historical resources in the project area, and adjacent areas that may be impacted by the project. This subsection also applies to those projects where a categorical exclusion (subsection 5) may apply.

2. Authorities. At a minimum, review, management, and protection of archeological, cultural, and historic resources, and tribal consultation, shall be performed in the project area and adjacent areas impacted by the project for compliance with the following authorities (as may apply and as in effect at the time of the review):
 - i. Washington State Department of Archeology and Historic Preservation policies and procedures and rule,
 - ii. Sponsor, RCO, and landowners' plans, policies and procedures, directives, laws and rules,
 - iii. State Environmental Policy Act,
 - iv. National Environmental Policy Act,
 - v. National Historic Preservation Act of 1966,
 - vi. Governor's Executive Order 05-05,
3. Scope of Archeological, Cultural, and Historic Resources Review. RCO recognizes that the project area may include multiple parcels with multiple landowners, and additional parties with property rights in the project area. The Sponsor shall apply this section independently to each separately owned property, provided that reviews undertaken must include impacts to individual parcels and cumulative impacts.
4. Compliance. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological, cultural, and historic resources in the project area, and adjacent areas that may be impacted by the project, and comply with any RCO direction for such avoidance, minimization, and mitigation, and reporting and notification thereof.
5. Categorical Exemption. If the Sponsor has reviewed the activities in this grant for impacts to archeological, cultural, and historical resources, and the same for any planned projects in any land acquired with this grant, and determined the project is categorically exempt from further archaeological, historical and cultural resources review, as well as tribal consultation, Sponsor shall notify the RCO in writing prior to beginning the project describing 1) the specific statutory or regulatory exemptions that apply, and 2) their applicability to the specific project. Alternatively, the RCO may determine the project is covered by a categorical exemption, in whole or in part, and notify the Sponsor of such determination.

However, any categorical exemption must meet the standards of and be consistent and allowable by ALL of the following:

1. the project area landowner(s) legal documents and governing documents (if applicable),
2. Sponsor's own policies and procedures and rules,
3. All applicable laws,
4. RCO applicable policies, manuals and/or other guidance, and
5. Washington Department of Archaeology and Historic Preservation's rules and policies.

Alternatively, the RCO may assign a categorical exemption to the project based on its own review.

Regardless of the applicability of any categorical exemption, the RCO reserves the right at any time to require Sponsor to comply with any and all of the provisions of this section.

6. Project Areas Reviewed by a Permitting Authority. For those project areas where a permitting authority for the project conducts an archeological, cultural, and historical resources review and tribal consultation under section 106 of the Historic Preservation Act, NEPA, SEPA, or Governor's Executive Order 05-05, such review and consultation shall substitute for the land owner's, provided that such substitution is allowed only if (a) the permitting authority and landowner are not the same, and (b) the RCO determines that the review and consultation performed by the permitting authority meets RCO standards. When a permitting authority conducts such reviews and tribal consultation, all other subsections herein shall still apply to the Sponsor(s).
7. Project Areas on Sponsor-Owned Property. Unless a categorical exemption applies as stated above, the Sponsor shall perform and be bound by the following:
 - a. Project Review. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, the Sponsor shall review the project for its potential and actual impacts, including any planned projects on lands acquired as part of the project, to any and all archaeological, cultural and historical resources in and adjacent to the project area, in areas where project mitigation shall occur, or other areas that may be affected by project implementation. In this review, Sponsor shall follow its policies and procedures, plans, guidance, rules, and directives, as well as act in compliance with Governor's Executive Order 05-05, the National Historic Preservation Act, the State Environmental Policy Act, the National Environmental Policy Act, and any local laws as may apply. If another governmental agency is responsible in whole or in part for this review the Sponsor shall assist with such review.
 - b. Tribal Consultation. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, Sponsor shall conduct tribal consultation with any interested or affected tribes as defined above. .
 - c. Reporting to RCO and Approval of Project Activities. Sponsor shall provide RCO evidence (which RCO shall prescribe) that it has conducted project review and tribal consultation as described and receive written approval of such review and consultation from RCO prior to Sponsor implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas

where project mitigation shall occur, or any other areas that may be affected by project implementation.

- d. **Changes to Project.** RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. **Termination.** RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. **Monitoring.** RCO may require on-site monitoring for impacts to archeology, cultural, and historic 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, cultural, and historical resource impacts or concerns.
- g. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.
- h. **Discovery.** If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, 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 until such time as the reviewing authority with jurisdiction over the found object(s) and areas notifies Sponsor and RCO that work can resume.
- i. **Human Remains.** 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 RCO provides a new notice to proceed on the project. 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). 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 and the resumption of work.

8. Project Areas on State or Federal Property Not Owned By Sponsor.

Categorical Exemption. For project area(s) owned by a state or federal agency, and not under review via a permitting nexus (see above), the state or federal agency landowner performing archeological, cultural, and historic resources review and tribal consultation shall make the determination that the project, in whole or in part, is covered by a categorical exemption, and may notify and report such to the Sponsor, or to RCO on behalf of Sponsor.

Project Review and Tribal Consolation. If the project is not categorical exception to archeological, cultural, and historical resources review and tribal consultation, and the project area is located on property owned by the State of Washington or a federal agency, Sponsor shall:

- a. Follow its own policies and procedures, rules, and any applicable laws, for the review, protection, and management of archaeological, cultural, and historic resources, and tribal consultation and other consultations as may apply.
- b. Assist the land owner and other applicable agencies, and the RCO, with its/their review of archaeological, cultural and historic resources, and tribal consultation for the project area.
 - i. RCO may consult directly with the landowner to complete land owner project review and tribal consultation.
- c. Provide RCO evidence that the landowner has 1) conducted archeological, cultural and historic resources review and tribal consultation according to its policies and procedures and applicable laws, and 2) provided Sponsor with permission to begin project implementation in the project area owned by the state or federal agency.
- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO or the federal or state landowner may require on-site monitoring for impacts to archeology 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.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors

working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, 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.

- i. Human Remains. 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 RCO provides a new notice to proceed on the project. 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). 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.

- 9. Costs. Costs associated with Sponsor's responsibilities under this section of the Agreement are eligible for reimbursement under this Agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

10. 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 evidence 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. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- d. 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.
- e. 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 document 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.

11. 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. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- e. 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.

12. 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 only request reimbursement 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:
 - i. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - ii. 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
 - iii. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

- iv. A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- e. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
 - i. Are verifiable from the non-Federal entity's (Sponsor's) records;
 - ii. Are not included as contributions for any other Federal award;
 - iii. Are necessary and reasonable for accomplishment of project or program objectives;
 - iv. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
 - v. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 - vi. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
 - vii. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.
- f. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
 - i. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
 - ii. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 - iii. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 - iv. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

13. ADVANCE PAYMENTS.

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

14. 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, or meet its percentage of the project total, 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.
- c. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

15. 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 without liability or, in its 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.

16. INCOME (AND FEES) AND USE OF INCOME.

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

Income.

- a. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- b. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

- c. 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.
- d. Use of Income. Subject to any limitations contained in applicable state or federal law 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, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - i. The Sponsor's matching resources;
 - ii. The project's total cost;
 - iii. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - iv. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - v. Capital expenses for similar acquisition and/or development and renovation; and/or
 - vi. Other purposes explicitly approved by RCO.
- e. 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:
 - i. Grant program laws, rules, and applicable manuals;
 - ii. Value of any service(s) furnished;
 - iii. Value of any opportunities furnished; and
 - iv. Prevailing range of public fees in the state for the activity involved.
- f. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

17. 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:
 - i. Publish a notice to the public requesting bids/proposals for the project;
 - ii. Specify in the notice the date for submittal of bids/proposals;
 - iii. Specify in the notice the general procedure and criteria for selection; and
 - iv. 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.
 - v. 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.

b. Requirements for Federal Subawards.

- i. For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
- ii. For RTP subawards, Sponsors shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)).

18. TREATMENT OF EQUIPMENT AND ASSETS.

- a. 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.
- b. 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.
- c. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.
- d. Requirements for Federal Subawards. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
 - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - iv. Adequate maintenance procedures must be developed to keep the property in good condition.

- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- e. Requirements for RTP Subawards.
 - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

19. 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.

20. 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.

21. 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.

22. 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.
 - i. 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

- ii. During the period of long-term obligations, 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.
- d. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 - i. The fund source;
 - ii. The percentage of the total costs of the project that is financed with federal money;
 - iii. The dollar amount of federal funds for the project; and
 - iv. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

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

- a. The following provisions shall be in force:
 - i. 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.
 - ii. 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.
- b. 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.

24. PROVISIONS APPLYING TO ACQUISITION PROJECTS.

- a. The following provisions shall be in force:
 - i. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
 - ii. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
 - iii. **Legal Description of Real Property Rights Acquired.** The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
 - iv. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the

- state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- v. Deed of Right. The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - vi. Assignment of Rights. The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - vii. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
 - viii. Real Property Acquisition and Relocation Assistance. In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- b. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.
- c. Hazardous Substances.
- i. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - ii. No hazardous substances were found on the site, or
 - iii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - iv. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 - v. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss

of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity 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.

- d. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).
- e. Developing and Restoring Purchased Property. If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

25. 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.

- i. For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
- ii. 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.

26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.

- a. The following provisions shall be in force for this agreement:
 - i. 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:
 - a. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - b. In a reasonably safe condition for the project's intended use;
 - c. Throughout its estimated useful service life so as to prevent undue deterioration;
 - d. In compliance with all federal and state nondiscrimination laws, regulations and policies.
 - ii. 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:
 - a. 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.
 - b. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - c. 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.

27. RECORDED NOTICE OF GRANT.

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.

- a. A corporate Sponsor, including any nonprofit Sponsor, shall:
 - i. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
 - ii. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
 - iii. Maintain sites or facilities open to the public and may not limit access to members.

29. PROVISIONS FOR FEDERAL SUBAWARDS.

The following provisions shall be in force for this agreement:

- a. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- b. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319,

12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- d. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- e. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- f. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION.

- g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION and the Regional Office of the Environmental Protection Agency (EPA).
- j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying

with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

- k. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- m. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- n. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS.

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS.

The following provisions shall be in force for this agreement:

- a. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- b. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- c. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement.
- d. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- e. **Government Agencies.** The requirement of Subsection a through d above shall not apply if the Sponsor is a federal, state, or municipal government which has established an adequate program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy to the RCO.
- f. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does undertake to review, approve, or monitor the safety of the design, construction, or operation of the project and does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer as a result of the project which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS.

The following sections of this Agreement shall not apply if they are included and covered separately in a recorded RCO-approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- a. Income and Income Use; Stewardship and Monitoring; Acknowledgement and Signs; Provisions Applying To Acquisition Projects: Conveyance of Rights to the State of Washington, Building and Structures, and Hazardous Substances; Long-Term Obligations of the Projects and Sponsors: Perpetuity; and Construction, Operation, Use and Maintenance of Assisted Projects.

34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS.

The following provisions shall be in force for this Agreement if the project is funded in part or wholly from the Puget Sound Acquisition and Restoration program. The Sponsor agrees to the following terms and conditions:

- a. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- b. Credit and Acknowledgement. In addition to the ACKNOWLEDGEMENT AND SIGNS section, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- c. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.

- d. Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- e. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- f. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement: “You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.” The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term. The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.
- g. Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities. The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor

affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- h. Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- i. Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- j. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.
These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE. Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:
 - i. Include qualified minority and women's businesses on solicitation lists.
 - ii. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
 - iii. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 - iv. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 - v. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- k. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 - l. There are any funds budgeted in the contractual/services, equipment or construction lines of the award; and/or \$3,000 or more is included for supplies; or there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items

(a) and (b). When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- m. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.
- n. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- o. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- p. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- q. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
- r. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

- s. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.
- t. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
 - I. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
 - II. Disclosure of Lobbying Activities, SF LLL:
http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
- u. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.
- v. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices). Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information. As of January 1, 2020, the limit is \$654.71 per day \$81.83 per hour.
- w. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- x. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE

travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

- y. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

- z. Light Refreshments And/Or Meals.

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

- aa. State grant cybersecurity.

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the AGecy using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

36. ORDER OF PRECEDENCE.

- a. 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:

- i. Federal law and binding executive orders;

- ii. Code of federal regulations;
- iii. Terms and conditions of a grant award to the state from the federal government;
- iv. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- v. State Constitution, RCW, and WAC;
- vi. Agreement Terms and Conditions and Applicable Manuals
- vii. Applicable deed restrictions, and/or governing documents.

37. 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.

38. 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.

39. 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.

40. SPECIFIC PERFORMANCE.

RCO may 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.

41. TERMINATION AND SUSPENSION.

- a. 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. § 200.340.
- b. For Cause.

- i. 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;
 - d. 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.
 - ii. 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.
- c. 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:
- i. The Sponsor was not in default; or
 - ii. Failure to perform was outside Sponsor's control, fault or negligence.
- d. Rights of Remedies of the RCO.
- i. 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.
 - ii. 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, 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 it 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.
 - iii. 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.
- iv. **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.
 - v. **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.

42. DISPUTE HEARING.

- a. 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:
 - i. The disputed issues;
 - ii. The relative positions of the parties;
 - iii. The Sponsor's name, address, project title, and the assigned project number.
- b. 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.
- c. 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.
- d. 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.

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

43. ATTORNEYS' FEES.

In the event of litigation or other action brought to enforce the terms of this Agreement each party agrees to bear its own attorney fees and costs.

44. 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.

45. 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.

46. END OF AGREEMENT.

This is the end of the agreement.

PROJECT: 23-1931 PLAN, 36TH ST CULVERT BARRIER CORRECTION

Sponsor: Lake Stevens City of Program: BA Fish Barrier Removal Board Status: Application Submitted

Parties to the Agreement

PRIMARY SPONSOR

City of Lake Stevens

Address PO Box 257

City Lake Stevens **State** WA **Zip** 98258

Org Type City/Town

Vendor # 000000L120-00

UBI

Date Org created

Org Notes

Physical address: 1812 Main St, Lake Stevens, 98258

[link to Organization profile](#)
☐ Org data updated

SECONDARY SPONSORS

No records to display

MANAGING AGENCY

Recreation and Conservation Office

LEAD ENTITY

Snohomish Basin LE

Project Contacts

Contact Name Primary Org	Project Role	Work Phone	Work Email
Taylor Pesce Lake Stevens City of	Project Contact	(425) 626-3788	tpesce@lakestevenswa.gov
Seth Waltz Lake Stevens City of	Alt Project Contact	(425) 293-1658	swaltz@lakestevenswa.gov
Carston Curd Snohomish Basin LE	Lead Entity Contact	(425) 315-5237	carston.curd@co.snohomish.wa.us
Gretchen Glaub Snohomish Basin LE	Lead Entity Contact	(425) 388-6403	Gretchen.Glaub@co.snohomish.wa.us
Morgan Ruff Tulalip Tribes	Lead Entity Contact	(360) 716-4636	mruff@tulaliptribes-nsn.gov

Worksites & Properties

Worksite Name

#1 36th st culvert design

Planning **Property Name**

✓ 36th st ROW

Worksite Map & Description

Worksite #1: 36th st culvert design

WORKSITE ADDRESS

Street Address 12414 36TH ST NE
City, State, Zip Lake Stevens WA 98258

Worksite Details

Worksite #1: 36th st culvert design

SITE ACCESS DIRECTIONS

From HWY 9: Go East on HWY 92 turn south onto 127th Dr NE, then turn west onto 36th ST. A block down 36th, in the road, is the project site.

TARGETED ESU SPECIES

Species by ESU	Egg Present	Juvenile Present	Adult Present	Population Trend
Coho-Puget Sound/Strait of Georgia, Species of Concern				Unknown
Steelhead-Puget Sound, Pilchuck River, Threatened				Unknown

Reference or source used

WDFW SalmonScape

TARGETED NON-ESU SPECIES

Species by Non-ESU	Notes
Searun Cutthroat	
Rainbow	
Kokanee	

Questions

#1: Does the proposed fish passage barrier have a Fish Passage Diversion Screening Inventory Site ID? [WDFW Fish Passage Map](#)
Yes

#1a: What is the FPDSI ID?
920605

#2: Give street address or road name and mile post for this worksite if available.

36th ST NE

#3: For targeted ESU species you listed in the grid above that will benefit from this project, is presence documented or presumed? (Please identify source of this information)

presumed

Project Application Report - 23-1931

#4: If chinook are present, are the stocks important to Southern Resident Killer Whales (SRKW)? **SRKW Priority Chinook Stocks Report**

No chinook are present at this site

Project Application Report - 23-1931

Project Location

RELATED PROJECTS

Projects in PRISM

PRISM Number	Project Name	Program Name	Current Status	Relationship Type	Notes
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No related project selected

Related Project Notes

Questions

- #1: Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. [Aquatic Districts and Managers](#)
- No

Property Details

Property: 36th st ROW (Worksite #1: 36th st culvert design)

✓ Planning

LANDOWNER

Name	City of Lake Stevens
Address	1812 Main St
City	Lake Stevens
State	WA Zip 98258
Type	Local

CONTROL & TENURE

Instrument Type	Easement - Permanent
Timing	Proposed
Term Length	Perpetuity
# Yrs	
Expiration Date	
Note	

City right of way

Project Proposal

Project Description

The project goal is to complete final design of a structure to replace a barrier culvert on an unnamed creek, a tributary of Catherine Creek. The design will be based on the Stream Simulation Culvert or Bridge Design Options in the WDFW Water Crossing Design Guidelines and will account for predicted future conditions of climate change. Products will include secured permits, public outreach, and a construction bid package that contains plans, specifications, and cost estimates based on appropriate engineering and environmental analyses. The culvert is located at 36th St NE in the City of Lake Stevens. WDFW has assessed it as 67% passable, with a .29-foot water surface drop at the outfall being the primary barrier to fish passage. Removing the barrier will restore fish passage to .25 miles of high-quality aquatic and riparian habitat supporting spawning, juvenile rearing and cool water refugia to the next upstream barrier. Species that will benefit include: coho, steelhead, resident trout and SR cutthroat trout. The protected watershed upstream is minimally developed with excellent water quality, large wood accumulations, and an intact forested riparian zone. The replacement structure will also restore natural processes (large wood and sediment transport, some channel adjustment, multi-species passage, etc.) while maintaining channel stability at the crossing. This project will build on previous efforts to enhance and restore this critical habitat in the Pilchuck Basin.

Project Questions

- #1: Is the targeted structure federally owned?
- No
- #2: Is any part of the scope of work included in this application required as mitigation for another project or action or court injunction? E.g. EERC releasing, Habitat Conservation Plan, legal settlement, culvert injunction, etc.

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injunction? E.g. PERC relicensing, Habitat Conservation Plan, legal settlement, culvert injunction, etc.

No

#3: Are there total barriers to fish passage downstream of the proposed project?

No

#4: Are there anadromous species that currently or historically use the stream where this project is proposed to occur?

Yes

#5: When was the last barrier evaluation and downstream check conducted for the proposed barrier correction worksite(s)? Please provide an overview of the barrier evaluation and downstream check results (for example: The existing culvert was evaluated in 2014 and determined to be a 33% passable slope barrier. There are no barriers downstream.)

The existing culvert was evaluated in 2014 and determined to be 67% passable due to water surface drop. There are no downstream barriers.

#6: Do you have final designs complete?

No

#6a: What level of design is being submitted with the application?

The City has engaged with a qualified engineering consultant to determine a scope of work for the design of a new fish passable structure. Work towards a design has not begun, therefore, no level of design is being submitted with the application.

#7: Are you planning on using the Fish Habitat Enhancement Project (FHEP) [Streamlining Process](#) ? If no, please let us know why.

Yes

Evaluation Criteria

#1: IN LEAD ENTITY WORKPLAN Is the proposed project included in a Salmon Recovery Funding Board Lead Entity's workplan, Planned Project Forecast list, or other lead entity-based prioritization?

Yes, this project is in the Lead Entity's prioritized area. The letter of support will be attached to the application.

#2: GEOMORPHIC DESIGN The FBRB prioritizes projects that utilize a geomorphic design approach and meet the Water Crossing Design Guidelines. For the presumed or proposed project designs, provide the following information on the channel characteristics.

The hired consultant will survey the existing stream to develop a design that considers the geomorphology of the channel and climate change predictions that meets the design standards established by WDFW for fish passage structures.

Stream channel metrics:

- Average Width (m): 1.90
- Culvert/Stream Width Ratio: 0.32
- Plunge Pool Length (m): 2.80
- Max Depth (m): 0.62
- OHW Width (m): 2.40
- Existing channel slope: 0.94%

All dimensions in meters

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#3: CLIMATE CHANGE Describe how the project addresses the anticipated effects of climate change.

Projected climate change impacts will be incorporated into the alternatives analysis and final structure selection (both type and size). Incorporating Climate Change into the Design of Water Crossing Structures (WDFW 2016) and UW Climate Impacts Group reports will be reviewed to understand potential impacts or considerations for climate change in the design of the structure. The final structure size and stream alignment will incorporate impacts such as more frequent and more intense wet-season rain events, more frequent 100- and 500-year return interval flood events, and increased scour potential.

#4: ADDITIONAL MONETARY SUPPORT Summarize additional monetary and in-kind resources leveraged to maximize budget to demonstrate cost effectiveness. Are these resources secured? How long will they be available to use toward the project?

The City of Lake Stevens has invested over \$500,000 in a series of downstream projects that will remove barriers, enhance aquatic habitat, and reconnect the Lake Stevens Outlet Channel with its floodplain and Catherine Creek. The proposed project included in this application is upstream of the Lake Stevens Outlet Channel Master Plan, but directly connected through Catherine Creek.

- \$60,000 in City funds for the current proposed project included in this application have been secured for the project.
- To progress this project and meet the match requirements, the City will also be look into the use of Stormwater Utility Fees, bonds, and other grants.

#5: LEVEL OF READINESS Describe the level of readiness of the proposed project.

This project was evaluated as a priority for the 2023 - 2028 Capital Improvement Plan. The City must secure additional funding to progress the project towards final design and construction. This project was deemed a priority due to the degradation of the existing infrastructure and barrier level for fish passage. The City has followed a qualifications-based competitive selection process to choose an engineering consulting firm that meets the qualifications and has worked on similar projects in the past to develop a scope of work and fee estimate to achieve final designs and construction readiness for a replaced structure.

#6: GEOGRAPHIC COORDINATION Briefly describe other barrier corrections or fish habitat restoration projects on the stream or within the watershed, which have occurred since 2010 or are funded for implementation by 2029. Provide a list of project names including WDFW fish passage barrier site ID number(s) with maps that clearly show each location.

Within the Catherine Creek watershed, the City has identified seven projects (Lake Stevens Outlet Channel Master Plan) that would remove fish barriers, improve aquatic habitat, and reconnect streams with their floodplains. The City has invested capital funds to develop conceptual designs for all seven projects and has engaged with state and federal stakeholders. The City has also applied for several grant opportunities to progress these projects forward. The City was awarded \$513,000 from the Snohomish County Conservation Futures for property acquisition to support the overall Master Plan. As part of the Master Plan, existing barriers at Catherine Creek and Hartford (Site ID 993471), Lake Stevens weir (Site ID 992643), and Lower Stevens Creek Historic Channel and Lake Stevens Outlet Channel (Site ID 920602) would be removed.

In 2016, Adopt-A-Stream implemented a fish habitat restoration project on Catherine Creek where native plants were installed along the creek in an open flood plain.

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#7: ORGANIZATIONAL COORDINATION Are you sharing resources with other organizations to correct other fish passage barriers in this watershed by May 2029? This can include sharing project development efforts, funding, or other activities. Please briefly describe the coordination and provide the project name, location, and WDFW fish passage barrier site ID number(s).

The City is in the process of acquiring additional grant funding for other projects, downstream of the proposed project, in the Catherine Creek watershed. One is a barrier correction on Catherine Creek at Site ID 993471 called Catherine Creek and Hartford correction. The City is prepared to submit an application through Washington State Department of Transportation PROTECT Program to fund the design phase of this project. The City has been awarded funding to purchase three parcels along Hartford Drive to support the channel reconnection project.

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Planning Metrics

Worksite: 36th st culvert design (#1)

DESIGN FOR FISH PASSAGE

Final design and permitting for fish passage

Total Cost for final design and permitting	\$345,000
Miles of stream to be made accessible from proposed project	0.25
Name of Plan	Snohomish Basin Salomon Recovery has identified this watershed as a priority.
Passage Problem	Water surface drop
Passability	67% (Partial)
Additional barriers	No downstream barriers to Catherine Creek have been identified. An Upstream barrier, .25 miles above the project site, is located in WSDOT's jurisdiction. The Site ID for this barrier is 991830, 33% passable due to slope.

CULTURAL RESOURCES

Cultural resources

Total cost for Cultural resources	\$4,000
Acres surveyed for cultural resources	0.25

Overall Project Metrics

COMPLETION DATE

Projected date of completion	06/01/2026
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PRIORITY WATERSHED

Select the priority watershed the proposed project is located. If N/A select None.	Puget Sound – Pilchuck River
Watershed Priority	Gretchen Glaub with Snohomish Basin Salmon Recovery Lead Entity Coordinator will provide the ranking

Planning Cost Estimates

Worksite #1: 36th st culvert design

Category	Work Type	Estimated Cost	Note
Cultural Resources	Cultural resources	\$4,000	
Design for Fish Passage	Final design and permitting for fish passage	\$345,000	
	Subtotal:	\$349,000	
	Total Estimate For Worksite:	\$349,000	
Summary			
	Total Estimated Costs:	\$349,000	
	Total Estimated Planning Costs:	\$349,000	

Cost Summary

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Estimated Cost Project % Admin/AA&E %

Planning Costs

Planning	\$349,000	
SUBTOTAL	\$349,000	100.00 %
Total Cost Estimate	\$349,000	100.00 %

Funding Request and Match

FUNDING PROGRAM

BA Fish Barrier Removal Board	\$295,000	84.527221 %
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SPONSOR MATCH

Other Monetary Funding

Bonds - Council

Amount	\$54,000.00
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Funding Organization

City of Lake Stevens

Match Total: \$54,000.00

Total Funding Request (Funding + Match): \$349,000.00

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Cultural Resources

Cultural Resource Areas

Worksite #1: 36th st culvert design

Area: 36th st culvert

#1: Describe any planned ground disturbing pre-construction/restoration work. This includes geo-technical investigation, fencing, demolition, decommissioning roads, etc.

Geotechnical investigation may be required based on the design guidelines.

#2: Describe the existing project area conditions. The description should include existing conditions, current and historic land uses and previous excavation/fill (if depths and extent is known, please describe).

The project area in on and under an east-west running road that has a stream running north-south through a failing culvert.

#3: Will a federal permit be required to complete the scope of work on the project areas located within this worksite?

Unknown

Unknown at this time

#4: Are you utilizing Federal Funding to complete the scope of work? This includes funds that are being shown as match or not.

No

No

#5: Do you have knowledge of any previous cultural resource review within the project boundaries during the past 10 years?

No

No

#6: Are there any structures over 45 years of age within this worksite? This includes structures such as buildings, tidegates, dikes, residential structures, bridges, rail grades, park infrastructure, etc.

No

No

Project Permits

Permits and Reviews	Issuing Organization	Applied Date	Received Date	Expiration Date	Permit #
Archaeological & Cultural Resources (EO 21-02)	DAHPC				
Hydraulics Project Approval [HPA]	Dept of Fish & Wildlife				Note: Have not done yet, no need currently.
SEPA	Local or State				Note: Have not done yet, no need currently.
Water Quality Certification [Section 401]	County/Dept of Ecy.				Note: Have not done yet, no need currently.
US Army Corps of Engineers					Note: Have not done yet, no need currently.
Other Required Permits					Note: City permits that would be needed.

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Attachments

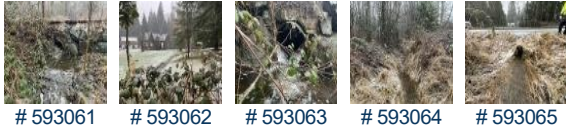
Required Attachments

5 out of 5 done

Applicant Resolution/Authorizations	✓
Cost Estimate	✓
Map: Planning Area	✓
Photo	✓
WDFW barrier & screening forms	✓

PHOTOS (JPG, GIF)

Photos (JPG, GIF)



593061 # 593062 # 593063 # 593064 # 593065

PROJECT DOCUMENTS AND PHOTOS

Project Documents and Photos

File Type	Attach Date	Attachment Type	Title	Person	File Name, Number Associations	Shared
	01/18/2024	Project Application Report	Project Application Report, 23-1931P (sub 01/18/24 15:02:27)	TaylorP	Project Application Report - 23-1931 (submitted 01-18-2024_15-02-27).pdf, 593473	✓
	01/17/2024	Photo	Upstream inlet	TaylorP	IMG_0308.jpg, 593065	✓
	01/17/2024	Photo - upstream habitat	Upstream habitat	TaylorP	IMG_0307.jpg, 593064	✓
	01/17/2024	Photo - downstream outlet	Downstream outlet 1	TaylorP	IMG_0306.jpg, 593063	✓
	01/17/2024	Photo	Downstream habitat	TaylorP	IMG_0305.jpg, 593062	✓
	01/17/2024	Photo - downstream outlet	Down stream outlet 2	TaylorP	IMG_0304.jpg, 593061	✓
	01/17/2024	Applicant Resolution/Authorizations	UN_SIGNED.pdf	TaylorP	ApplicantAuthorizationResolution24.pdf, 592929	✓
	01/17/2024	Letters of Support	LOS_Lstevens_24 (002).pdf	TaylorP	LOS_Lstevens_24 (002).pdf, 592898	✓
	01/17/2024	Map: Planning Area	36th Street Culvert Project Area Map.pdf	TaylorP	36th Street Culvert Project Area Map.pdf, 592897	✓
	01/17/2024	Cost Estimate	36th Culvert Replacement - Draft Hours 10-25-23.pdf	TaylorP	36th Culvert Replacement - Draft Hours 10-25-23.pdf, 592896	✓
	01/17/2024	Cost Estimate	36th Culvert Replacement - Draft Exhibit D 10-25-23.pdf	TaylorP	36th Culvert Replacement - Draft Exhibit D 10-25-23.pdf, 592895	✓
	01/12/2024	WDFW barrier & screening forms	920605_Report-36th ST.pdf	TaylorP	920605_Report-36th ST.pdf, 592212	✓

RCO Staff Scores

Criteria	Score	Score Range	Basis	Applicant Challenge	RCO Response
Chinook Benefit SRKW	*	0.0 to 8.0			
Downstream Barriers	*	0.0 to 10.0			
FBRB Priority Watershed	*	0.0 to 20.0			
Miles Made Accessible	*	0.0 to 15.0			
Passability of Barrier	*	0.0 to 10.0			
Quality Habitat Assessment	*	0.0 to 25.0			
Species Benefiting	*	0.0 to 7.0			

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Application Status

Application Due Date: 01/18/2024

Status Name	Status Date	Submitted By	Submission Notes
Application Submitted	01/18/2024	Taylor Pesce	
Preapplication	01/10/2024		

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Taylor Pesce, 01/18/2024)

Date of last change: 01/18/2024

CITY COUNCIL STAFF REPORT



Agenda Date: 1/23/2024

Subject: Approve 2024 Long-Range Planning Work Program

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Direct budget impacts may require project specific funding to be approved by the Council as needed. The council has approved budgets for consultants for some long-range projects in 2024.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the 2024 Long-Range Planning Work Program, which the Council reviewed during their January 16, 2024 workshop.

SUMMARY/BACKGROUND:

Each year, staff develops a Long-Range Planning Work Program that is reviewed and approved by the City Council and includes items such as Comprehensive Plan amendments, development code amendments, annexations and other long-range planning projects. A year-end report is included under department reports as a separate item. These items were introduced to the Council during their January 16, 2024 workshop.

2024 WORK PROGRAM

The draft 2024 work program is made up primarily of the Planning Commission's and department's (PCD's) proposed long-range work plan (**Attachment 1**). The 2024 work program includes carryover items from the 2023 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 and any necessary research. Most of the 2024 work program will be devoted to completing the 2024 Periodic Comprehensive Plan Update and implementing regulations and any carryover items.

Code Amendments

The draft 2024 work plan contains the following carry-over and new code amendment projects:

- **Code Clean Up** (carryover) – This project is a comprehensive overview of the zoning code to identify inconsistencies and clarify any ambiguous sections. It addresses compliance with HB 1110 (duplexes/middle housing) and HB 1337 (ADUs) and has incorporated minor components of the Process Code Update discussed below. The Planning Commission public hearing is tentatively scheduled for January 17, 2024.
- **Review Process Code** (carryover) – The Process Code aims to streamline the processes identified in Chapter 14.16A and 14.16B. It is broken up into two phases, with the first phase focused on improving/consolidating existing code language and second phase addressing recent state legislation such as HB 1293 (design review) and SB 5290 (permitting processes).
- **Solicitor's License** (carryover) – Updates to simplify the process for reviewing licenses for canvassers and solicitors. These sections are found in Chapter 4.04 LSMC and thus do not require a public hearing or recommendation from the Planning Commission and should be completed in early 2024.
- **Building Code** (carryover) – The schedule for state adoption of the 2021 building code updates has been delayed until at least March 2024. The city will amend Chapter 14.80 once the Building Code Council adopts the updates.
- **Mixed-Use Regulations** (carryover/yet to start) – City staff would like to revise the city's mixed-use regulations both within subareas and the city's designated mixed-use zoning districts to provide more clarity on topics such as horizontal vs. vertical mixed-use components. Staff anticipates working on this concurrently with adoption of the Comprehensive Plan periodic update.

Comprehensive Plan Docket

The city will complete its state-mandated periodic Comprehensive Plan update, which must be completed by December 2024. Staff has identified several implementation projects that will occur concurrently with and immediately following the comprehensive plan update.

- **Comprehensive Plan Update** (carryover) – Staff will continue public outreach, technical analysis, and policy development in advance of the adoption of the Comprehensive Plan along with its consultants and reviewing agencies.
- **Transportation Analysis** – As part of the Comprehensive Plan Update, the city is addressing requirements for a multi-modal transportation analysis and will evaluate its current traffic impact fees.

- **Streets and Sidewalk Code** – Following the update to the Comprehensive Plan, staff will work with the Public Works Department to update Chapter 14.56 LSMC and other sections, as well as update the city’s Engineering Development and Design Standards (EDDS).
- **Lake Stevens Industrial Center Implementation** – Staff has identified several potential updates to various sections of the code to implement the analysis completed in 2023 for the Lake Stevens Industrial Center (LSIC).
- **Design Review** – The City must update its process code within six months of its periodic update to comply with HB 1293, which requires that cities only have “clear and objective” standards related to design review.
- **Housing Action Plan Implementation** – In addition to ongoing code work on middle housing and ADUs (covered in the Code Clean Up), design review (described above), and permitting process improvements (covered in Phase II of the Process Code Update), the city must update its code to comply with updates to the Growth Management Act. This includes topics such as permanently supportive housing and emergency housing, including temporary encampment regulations found in Chapter 14.44 LSMC.
- **Park Impact Fee Review** – Following adoption of the Comprehensive Plan, staff will work with the Parks Department to update Chapter 14.120, which governs how impacts and park mitigation fees are calculated.
- **Utilities Element/Sewer Plan Update** – The Utilities and Public Services Element of the Comprehensive Plan will need to be updated upon the successful merger with the Lake Stevens Sewer District. Additional code implementation is also likely.

Annexations and Miscellaneous Projects

- **Annexations** – The city will continue to review and process annexation petitions from individual property owners, and work with the City Council to identify a strategy and timeline for annexing the remaining areas of its UGA.
- **Other Miscellaneous Items** – Staff will continue to participate in regional planning efforts such as Snohomish County Tomorrow (SCT) and the Alliance for Housing Affordability (AHA), as well as undertake economic development efforts.

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:

Comprehensive Pland and LSMC

ATTACHMENTS:

1. Attachment 1 - Draft 2024 Long Range Work Program



Attachment 1

Lake Stevens 2024 Long Range Work Program					
Amendment/Project	1 st quarter	2 nd quarter	3 rd quarter	4 th quarter	Status / Notes
<i>General Zoning Code</i>					
1. Code Clean Up (Various Sections)	PC/CC				Carryover Minor code updates plus HB 1110 (middle housing) and HB 1337 (ADUs) changes. Public hearings in January (PC) and February (CC).
2. Process Code Update Phase I (14.16A and 14.16B)	PC	CC			Carryover Consolidate processes in 14.16A and 14.16B for topics such as noticing, project review, and appeals. Minor components included in Code Clean Up.
3. Solicitor's License (4.04)	CC				Carryover Complete the updates to the city's solicitor's license code to comply with State Patrol requirements.
4. Building Code Update (14.80)	CC				Carryover Complete the updates to the city's building code to comply with state requirements. Waiting on Code Council direction.
5. Mixed-Use Code Update (14.36 and others)		PC/CC	PC/CC		Carryover Review the city's mixed-use regulations, both within subareas and designated mixed-use zoning districts.
<i>Comprehensive Plan Zoning Code Implementation</i>					
6. Streets and Sidewalk Code (14.56 and others)			PC/CC	PC/CC	Update streets code to reflect transportation analysis, including multi-modal uses following the Comprehensive Plan. Concurrently, the city will update its EDDS.
7. LS Industrial Center Code Implementation (Various Sections)		PC/CC	PC/CC		Code updates to implement Lake Stevens Industrial Center Analysis.



Amendment/Project	1 st quarter	2 nd quarter	3 rd quarter	4 th quarter	Status / Notes
8. Design Review (Various Sections)			PC/CC	CC	Update design review code language to include only “clear and objective standards”, as required by HB 1293. Must be completed by June 2025.
9. Process Code Update Phase II (14.16A and 14.16B)		PC/CC	CC		Code updates to the city’s review process to improve and streamline permit review in accordance with new state law timelines as well as HB 1293 and SB 5290.
10. Housing Action Plan Implementation (Various Sections)		PC	PC/CC	PC/CC	Update infill code and address HB 1220 requirements for permanently supportive housing (PSH) and emergency housing. Update temporary encampment regulations.
11. Parks Impact Fees (14.120)	TBD following Comp Plan adoption. Will coordinate with Parks Dept.				Carryover. Update Parks Impact Fees, including methodology and exemptions
Comprehensive Plan					
1. 2024 Periodic Update a. Citizen-Initiated Docket Requests b. Update remainder of Comprehensive Plan	PC/CC	PC/CC	PC/CC		Carryover. Complete public engagement, land use alternatives analysis, goal/policy development, and revised elements and maps. Adoption due by December 2024. Incorporate any 2024 docket requests. Anticipated adoption in Q3.
2. Transportation Analysis	PC/CC	PC/CC	PC/CC		Carryover. Complete multi-modal transportation analysis and update of the Comprehensive Plan Transportation Element as part of 2024 Periodic Update. Anticipated adoption in Q3.



Amendment/Project	1 st quarter	2 nd quarter	3 rd quarter	4 th quarter	Status / Notes
3. Utilities Element/Sewer Plan Update	TBD. Timeline likely 12-18 months, carrying forward into 2025.				Implementation task for merger with sewer district.
Annexations					
1. Explore annexation of remaining portions of UGA	TBD				There are three remaining areas of UGA (Hwy 92, 12 th St NE, and south of 20 th St SE) which the city may consider for annexation.
2. Annexation Petitions	TBD				Process citizen-initiated annexation as requested.
Miscellaneous					
1. Snohomish County Tomorrow / Alliance for Affordable Housing	Continue participation in SCT, TAC and AHA – report out to PC and Council on actions				
2. 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: 1/23/2024

Subject: Ordinance No. 1178 Amending 2024 Budget Ordinance 1173, Concerning the Salary Schedule for Non-Exempt Employees.

Contact Person/Department: Barb Stevens, Finance

Budget Impact: N/A – Corrects the non-exempt employee salary range table as part of the 2024 budget

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

APPROVE: Ordinance No. 1178, amending the 2024 budget Ordinance No. 1173, correcting the Non-Exempt employee salary range table.

SUMMARY/BACKGROUND:

SUMMARY: This ordinance amends the 2024 Budget Ordinance No. 1173, to correct the salary range table *only* and does not have a monetary effect on the budgeted fund balances. This will not change any other aspect of the 2024 adopted budget and will only remove non-existent and unused ranges from the table.

BACKGROUND: The City Council approved Ordinance No. 1173 adopting the 2024 budget on November 14, 2023. Included as part of the adopted budget, the Council approved the salary range table as an attachment to the ordinance.

Through the post-budget implementation and review process, it was discovered that the non-exempt salary range table attached to the budget ordinance included some “ranges” that are used for internal purposes only and are not official salary ranges. As such, they should not be included in the adopted budget.

The Non-Represented Non-Exempt range table attached to budget Ordinance No. 1173 included ranges NR13.5 and NRE51.6. These are not official ranges and are used for

internal system calculations for part-time positions only. As an example, NR13.5 is used within our payroll system to accurately pay a person hired into a position at range NR13, but who only works a ½ time. (Note, the internal range NR13.5 was miscalculated in the table, but is correct in our payroll system).

In addition to the internal ranges, some unused ranges, NR5-NR7, and NR38-NR39 were inadvertently included in the adopted salary range table. This ordinance removes the internal and unused ranges that should not have been included in the adopted salary range table.

Because this ordinance is amending an attachment to the 2024 Budget Ordinance and not the adopted budget, two readings of this ordinance are not necessary.

APPLICABLE CITY POLICIES:

RCW 35A.33.105 Adjustment of wages, permissible budget notwithstanding.

ATTACHMENTS:

1. Ordinance No. 1178 - Amending Ordinance No. 1173
2. 2024 Adopted NR-NE Salary Range Table

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 1178**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, CONCERNING THE 2024 SALARY SCHEDULE FOR NON-EXEMPT EMPLOYEES; AMENDING THE 2024 BUDGET ORDINANCE NO. [1173](#); PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens adopted the 2024 budget pursuant to Ordinance No. 1173; and

WHEREAS, the non-exempt salary range table approved as part of the 2024 budget ordinance No. 1173, contained errors; and

WHEREAS, the sole purpose of this amending ordinance is for the approval of a corrected non-exempt employee salary range table prior to the first payroll of the fiscal year, the start date for the schedule; and

WHEREAS, the correction made by this ordinance does not alter the budgeted amounts for any City fund in the adopted 2024 Budget in anyway.

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

SECTION 1. The 2024 budget, as adopted in Ordinance No. 1173, is hereby amended to correct the non-exempt employee salary range table as follows:

CORRECTED SALARY RANGES NON-REPRESENTED NON-EXEMPT							
Proposed Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
NR8	\$49,919	\$51,916	\$53,993	\$56,152	\$58,399	\$60,735	\$63,164
NR9	\$51,167	\$53,214	\$55,343	\$57,556	\$59,859	\$62,253	\$64,743
NR10	\$52,446	\$54,544	\$56,725	\$58,994	\$61,354	\$63,808	\$66,361
NR11	\$53,759	\$55,909	\$58,145	\$60,471	\$62,890	\$65,406	\$68,022
NR12	\$55,101	\$57,305	\$59,597	\$61,981	\$64,460	\$67,039	\$69,720
NR13	\$56,481	\$58,741	\$61,090	\$63,534	\$66,075	\$68,718	\$71,467
NR14	\$57,892	\$60,208	\$62,616	\$65,121	\$67,726	\$70,435	\$73,252
NR15	\$59,340	\$61,714	\$64,182	\$66,750	\$69,420	\$72,196	\$75,084
NR16	\$60,822	\$63,255	\$65,785	\$68,417	\$71,153	\$74,000	\$76,959
NR17	\$62,345	\$64,838	\$67,432	\$70,129	\$72,934	\$75,852	\$78,886
NR18	\$63,901	\$66,457	\$69,116	\$71,880	\$74,755	\$77,746	\$80,855
NR19	\$65,499	\$68,119	\$70,844	\$73,678	\$76,625	\$79,690	\$82,877
NR20	\$67,136	\$69,822	\$72,615	\$75,519	\$78,540	\$81,682	\$84,949
NR21	\$68,815	\$71,568	\$74,430	\$77,408	\$80,504	\$83,724	\$87,073
NR22	\$70,536	\$73,358	\$76,292	\$79,344	\$82,517	\$85,818	\$89,251

NR23	\$72,299	\$75,191	\$78,198	\$81,326	\$84,579	\$87,963	\$91,481
NR24	\$74,105	\$77,070	\$80,152	\$83,358	\$86,693	\$90,160	\$93,767
NR25	\$75,958	\$78,996	\$82,156	\$85,442	\$88,860	\$92,414	\$96,111
NR26	\$77,857	\$80,971	\$84,210	\$87,578	\$91,081	\$94,725	\$98,514
NR27	\$79,803	\$82,995	\$86,315	\$89,767	\$93,358	\$97,092	\$100,976
NR28	\$81,797	\$85,069	\$88,472	\$92,011	\$95,691	\$99,519	\$103,500
NR29	\$83,843	\$87,197	\$90,685	\$94,312	\$98,084	\$102,008	\$106,088
NR30	\$85,939	\$89,377	\$92,952	\$96,670	\$100,537	\$104,558	\$108,741
NR31	\$88,087	\$91,610	\$95,275	\$99,086	\$103,049	\$107,171	\$111,458
NR32	\$90,290	\$93,901	\$97,657	\$101,564	\$105,626	\$109,851	\$114,245
NR33	\$92,546	\$96,248	\$100,098	\$104,102	\$108,266	\$112,596	\$117,100
NR34	\$94,862	\$98,656	\$102,602	\$106,706	\$110,975	\$115,414	\$120,030
NR35	\$97,233	\$101,122	\$105,167	\$109,373	\$113,748	\$118,298	\$123,030
NR36	\$99,664	\$103,651	\$107,797	\$112,109	\$116,593	\$121,257	\$126,107
NR37	\$102,155	\$106,241	\$110,491	\$114,910	\$119,507	\$124,287	\$129,258

SECTION 2. Except as set forth above, all other provisions of Ordinance 1173 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 23rd day of January, 2024.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

Presented: January 23, 2024

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Published:

Effective:

TO BE AMENDED

Adopted 2024 Salary Table - Non-Represented Non-Exempt

Proposed 2024 Salary Table - Non-Represented Non-Exempt							
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
NR13.5	\$29,370	\$30,545	\$31,767	\$33,038	\$34,359	\$35,733	\$37,163
NRE51.6	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NR5	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NR6	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NR7	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NR8	\$49,919	\$51,916	\$53,993	\$56,152	\$58,399	\$60,735	\$63,164
NR9	\$51,167	\$53,214	\$55,343	\$57,556	\$59,859	\$62,253	\$64,743
NR10	\$52,446	\$54,544	\$56,725	\$58,994	\$61,354	\$63,808	\$66,361
NR11	\$53,759	\$55,909	\$58,145	\$60,471	\$62,890	\$65,406	\$68,022
NR12	\$55,101	\$57,305	\$59,597	\$61,981	\$64,460	\$67,039	\$69,720
NR13	\$56,481	\$58,741	\$61,090	\$63,534	\$66,075	\$68,718	\$71,467
NR14	\$57,892	\$60,208	\$62,616	\$65,121	\$67,726	\$70,435	\$73,252
NR15	\$59,340	\$61,714	\$64,182	\$66,750	\$69,420	\$72,196	\$75,084
NR16	\$60,822	\$63,255	\$65,785	\$68,417	\$71,153	\$74,000	\$76,959
NR17	\$62,345	\$64,838	\$67,432	\$70,129	\$72,934	\$75,852	\$78,886
NR18	\$63,901	\$66,457	\$69,116	\$71,880	\$74,755	\$77,746	\$80,855
NR19	\$65,499	\$68,119	\$70,844	\$73,678	\$76,625	\$79,690	\$82,877
NR20	\$67,136	\$69,822	\$72,615	\$75,519	\$78,540	\$81,682	\$84,949
NR21	\$68,815	\$71,568	\$74,430	\$77,408	\$80,504	\$83,724	\$87,073
NR22	\$70,536	\$73,358	\$76,292	\$79,344	\$82,517	\$85,818	\$89,251
NR23	\$72,299	\$75,191	\$78,198	\$81,326	\$84,579	\$87,963	\$91,481
NR24	\$74,105	\$77,070	\$80,152	\$83,358	\$86,693	\$90,160	\$93,767
NR25	\$75,958	\$78,996	\$82,156	\$85,442	\$88,860	\$92,414	\$96,111
NR26	\$77,857	\$80,971	\$84,210	\$87,578	\$91,081	\$94,725	\$98,514
NR27	\$79,803	\$82,995	\$86,315	\$89,767	\$93,358	\$97,092	\$100,976
NR28	\$81,797	\$85,069	\$88,472	\$92,011	\$95,691	\$99,519	\$103,500
NR29	\$83,843	\$87,197	\$90,685	\$94,312	\$98,084	\$102,008	\$106,088
NR30	\$85,939	\$89,377	\$92,952	\$96,670	\$100,537	\$104,558	\$108,741
NR31	\$88,087	\$91,610	\$95,275	\$99,086	\$103,049	\$107,171	\$111,458
NR32	\$90,290	\$93,901	\$97,657	\$101,564	\$105,626	\$109,851	\$114,245
NR33	\$92,546	\$96,248	\$100,098	\$104,102	\$108,266	\$112,596	\$117,100
NR34	\$94,862	\$98,656	\$102,602	\$106,706	\$110,975	\$115,414	\$120,030
NR35	\$97,233	\$101,122	\$105,167	\$109,373	\$113,748	\$118,298	\$123,030
NR36	\$99,664	\$103,651	\$107,797	\$112,109	\$116,593	\$121,257	\$126,107
NR37	\$102,155	\$106,241	\$110,491	\$114,910	\$119,507	\$124,287	\$129,258
NR38	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NR39	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Orange Highlights - Used for Internal Purposes Only

Yellow Highlights - Unused Ranges

CITY COUNCIL STAFF REPORT



Agenda Date: 1/23/2024

Subject: Ordinance 1177 amending LSMC 2.56 regarding the size of the Parks and Recreation Planning Board

Contact Person/Department: Jill Meis, Parks Department

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve ordinance 1177 to decrease the size of the Parks and Recreation Planning Board from nine to seven members.

SUMMARY/BACKGROUND:

In 2021, the Parks and Recreation Planning Board was increased to nine members from a seven member board. At the time of the expansion, staff and City Council liaisons had interviewed several qualified candidates and wanted to appoint all candidates to the board.

Since that time, there have been several openings. The size of the board has posed some challenges to holding meetings at alternative sites and maintaining a full nine-member board.

Staff recommends returning to seven members to be consistent with the size of the City Council and Planning Commission. No change in the makeup of the board members is proposed. There are currently seven members serving on the board.

APPLICABLE CITY POLICIES:

LSMC 2.56

ATTACHMENTS:

1. Draft Ordinance amending LSMC2.56.020

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON**

ORDINANCE NO. 1177

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING LAKE STEVENS MUNICIPAL CODE (LSMC) 2.56.020
MEMBERSHIP/APPOINTMENT/COMPENSATION; AMENDING THE
NUMBER OF BOARD MEMBER POSITIONS FROM NINE TO SEVEN; AND
PROVIDING FOR SEVERABILITY, SUMMARY PUBLICATION BY
ORDINANCE TITLE ONLY AND AN EFFECTIVE DATE.**

WHEREAS, the City of Lake Stevens has several members that have resigned from the Parks and Recreation Planning Board; and

WHEREAS, the City of Lake Stevens desires to return to a seven member Parks and Recreation Planning Board; and

WHEREAS, the City of Lake Stevens owns, operates and manages a number of public parks and outdoor recreation facilities within the City; now, therefore,

THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 2.56.020 of the Lake Stevens Municipal Code is amended to read as follows:
The Park Board shall be composed of ~~nine~~ to **seven** members, appointed by the Mayor with the approval by a majority vote of the City Council, without regard to political affiliation. The Mayor and Council may appoint a member who resides or owns property within the City or the City's Urban Growth Area. At least four members shall be residents of the City. The members of the Park Board shall serve without compensation.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this _____ day of January 2024.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 1/23/2024

Subject: Memorandum of Understanding with YMCA of Snohomish County

Contact Person/Department: Jill Meis, Parks Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Discuss and provide feedback for Memorandum of Understanding with YMCA of Snohomish County.

SUMMARY/BACKGROUND:

In early 2023, the city solicited a request for proposals from non-profit groups for a partnership to manage a community recreation center on the property known as Cedarwood. The YMCA of Snohomish County was selected for this partnership. At the staff presentation on October 24, 2023, staff presented a MOU as one of the next steps. Staff has included a draft MOU for City Council discussion and feedback. The YMCA has presented the draft MOU to their executive board, and it has been accepted pending any input from City Council.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. CA Approved Draft MOU

Memorandum of Understanding (MOU)

This Memorandum of Understanding ("MOU") is made as of the ____ day of _____, 2024 by and between The YMCA of Snohomish County ("YMCA") and the City of Lake Stevens. ("City")

RECITALS

- A. The City has a significant need for a community center which offers programs and classes for residents.
- B. The City owns the property on the corner of 5th Place SE and 101st Ave SE that is occupied by the now shuttered Cedarwood Clubhouse.
- C. This parcel is identified as a location for a future community center.
- D. The City issued a Request for Proposal (RFP) to receive submissions from non-profit agencies to operate and manage the future community center.
- E. The YMCA has interest in expanding services into the Lake Stevens area and submitted a successful proposal in 2023.

UNDERSTANDINGS

This MOU shall merely serve to help the Parties proceed on the following action items while negotiations are ongoing for the future lease and operations agreement. This agreement does not contemplate future lease elements.

- 1. The site location available is approximately 1.5 acres of property on the corner of 5th Place SE and 101st Ave SE. Parcel ID Number 00698100010200.
- 2. The City completed a Structural Analysis in May 2023 and a Wetlands Determination in February 2023.
- 3. The City and the YMCA agree to work together to define the potential funding sources and mix of the capital construction costs of the YMCA/Community Center, which is estimated to be around \$4.23 million.
- 4. The City and the YMCA will collaborate with fundraising and grant writing related to the YMCA/Community Center.
- 5. The City will have responsibility for the advertisement for and selection of an architect and or engineering services to design the YMCA/Community Center.
- 6. The City and the YMCA agree to work together to design the YMCA/Community Center which is anticipated to be between 8,000-10,000 sq ft and include a Welcome Center, Community Room, Wellness Studio, Office, Storage and Bathrooms. The City will be the final decision maker for design of the building but will including the YMCA in the process and ensure that building will meet the needs for operating a YMCA facility.
- 7. The City will retain ownership of the real property and building, but intends after funding and construction of the necessary improvements to enter into an operational lease with the YMCA for no less than a 5 year period with mutually agreed upon renewal options.

8. The YMCA intends to operate and manage the community center as a satellite YMCA, offering community programs and services designed to serve youth, adults and seniors.
9. The City and the YMCA agree to coordinate communication, progress, deadlines, approvals and other partnership or development dynamic in a manner that recognizes the realities of the meeting schedules of the governing bodies of the City, YMCA, Stakeholder Meetings and other ad hoc groups related to or arising out of this MOU.

Other Items

10. This MOU will take effect on the date of its last signature by the Participants and will remain valid for a period of five years earlier terminated as provided for below.
11. The Participants may amend or terminate this MOU at any time upon their mutual written consent.
12. A Participant may terminate this MOU without the other Participant's consent by giving a written notice of at least 90 days to the other Participant. Should this occur, the Participants will consult to determine how any outstanding matters should be addressed.
13. This document represents a framework of principles expressing the current understanding between both parties and does not constitute a legally binding agreement. The parties agree to utilize the principles expressed in this document as a framework for all subsequent legally binding documents between the City and YMCA.

SIGNATURES BELOW.

City of Lake Stevens

YMCA of Snohomish County

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 1/23/2024

Subject: Grounds Operations and Maintenance Standards

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Provide feedback on the Grounds Operations and Maintenance Standards

SUMMARY/BACKGROUND:

The Grounds Operations and Maintenance Standards establishes a plan for how properties and open space will be operated and maintained. This document will be used by staff to keep parks and open spaces clean, safe and functional, in addition to creating benchmarks throughout the parks system. It can also be referenced by the public so that they know what to expect from the Lake Stevens Parks and Recreation Department.

Each property in the Lake Stevens parks system will be assigned a Level of Maintenance using categories of Level 1, 2, 3 and 4. The levels will establish maintenance procedures for the different types of parks and define how each is cared for (including turf maintenance, irrigation, trash and vegetation).

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Operations and Management Standards 2023

Grounds Operations and Maintenance Standards

CITY OF LAKE STEVENS

PARKS AND RECREATION DEPARTMENT



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Introduction

The City of Lake Stevens Parks and Recreation Department (“Department”) was officially established in August 2022. The city is centered around Lake Stevens, which is approximately one-thousand (1,000) acres in size. The city’s first park was established circa 1960, around the same time the city was incorporation, and was is known as North Lakeshore Swim Beach.

Today the Department maintains over twenty-two (22) parks and open spaces covering more than ninety-three (93) acres. The parks system consists of a wide assortment of properties including neighborhood, community, and regional parks, trails and boat launches, which all require unique and individualized care.

The park system receives use year-round, with a significant increase of usage during the peak season, Memorial Day through Labor Day. The waterfront parks are heavily used by residents and non-residents of all ages who enjoy picnicking, swimming, and playing. The various trails are explored daily by individuals who enjoy nature while walking, running and biking.

During the off season the parks have lighter usage across our system due to weather and shortened days. Dedicated walkers can be seen each morning and evening, but it is rare during this time of year to see a blanket on the turf. The playgrounds still see use by youth needing to climb and explore but their visits are usually shorter this time of year.

Levels of Maintenance

Four different maintenance levels have been established to determine maintenance priorities and procedures for the city parks and open spaces. The most important factor when determining what level of maintenance assigned to each location is how developed the location is and how it was designed to be used. Other consideration includes sun exposure, soil conditions, topography, pedestrian traffic, use patterns, and resources available.

These established levels of maintenance are considered baseline guidelines, not rules, as adjustments must and should be made to accommodate the interests and needs of the community in addition to available resources and unpredictable factors. (See section ‘Inventory of Parks’ locations and designated level of maintenance.)

LEVEL 4

Passive parks and undeveloped locations, including wetlands and Native Growth Protection Areas. This level will often be applied to a specific area inside of a park that has a different overall level of service.

- Turf Care – Not mowed. Weed control only if legally required.
- Fertilizer – Not fertilized.
- Irrigation – No artificial irrigation.
- Litter Control – On demand or complaint basis.
- Trash Receptacles – Not provided, “Pack it in, Pack it out.”

- Control of Vandalism – On demand or complaint basis and in high profile areas (entries, etc.).
- Pruning – No pruning unless trees and shrubs present a safety hazard.
- Disease and Insect Control – No control except to prevent disease or if it prevents a safety hazard.
- Weed Control – Limited to requirements for noxious weed control in relevant areas.
- Repairs – Only done when safety or function is in question.
- Inspections – Once per year at a minimum.
- Decorative Plantings – None.

LEVEL 3

Areas left mostly in their natural state but open for active recreation.

- Turf Care – Low frequency mowing only if the grass area is intended for public use. Low growing grasses may not be mowed, high grasses may receive periodic mowing or weed eating.
- Fertilizer – Not fertilized.
- Irrigation – No artificial irrigation.
- Trash Receptacles – One receptacle may be provided at the entry point if park usage requires it, otherwise “Pack it in, Pack it out” will apply.
- Litter Control – On demand or complaint basis.
- Control of Vandalism – On demand or complaint basis and in high profile areas (entries, etc.).
- Pruning – No pruning unless trees and shrubs present a safety hazard.
- Disease and Insect Control – No control except to prevent disease or if it prevents a safety hazard.
- Weed Control – Limited to requirements for noxious weed control in relevant areas.
- Repairs – Only done when safety concerns are present, or if necessary for public use.
- Inspections – Once per year at a minimum.
- Decorative Plantings – None, natural species identified for relevant areas.

LEVEL 2

Park or open space areas which are developed for light recreational use.

- Turf Care – Mowing bi-monthly based on relevant species and usage intent of area. Normally not aerated unless turf quality indicates a need or in anticipation of fertilization. Reseeding or resodding limited high traffic areas if bare spots appear.
- Fertilizer – Applied only when turf vigor seems to be low. Low-level application once per year.
- Irrigation – Dependent on weather conditions and nature of relevant areas. Automatic system is recommended to allow a pre-programmed sensor-based schedule.
- Litter Control – Once per week. High use may dictate higher levels in peak season.
- Trash Receptacles – A limited number will be placed strategically for public used and checked minimally once a week.
- Control of Vandalism – Location of regular vandalism should be noted and staff performing litter control duties should remove graffiti and repair vandalism.
- Pruning – When required for health or reasonable appearance. With most tree and shrub species, pruning would be performed once every two or three years when plantings mature.

- Disease and Insect Control – Control measures may be put into effect when the health or survival of the plant materials or turf is threatened or when public comfort/health is an issue.
- Weed Control – Normally used when fifty percent (50%) of small areas are weed infested or when fifteen percent (15%) of the general turf is infested with weeds. Pre-emergent may be used in select areas.
- Repairs – Only done when safety concerns are present, or if necessary for public use.
- Inspections – Twice per year at a minimum.

LEVEL 1

Well-developed park areas with heavy recreational use.

- Turf Care – Mowing will occur on a weekly basis during growing season. Aeration as required but not less than once per year. Reseeding or sodding once per year in early spring, other than in high traffic areas or high-profile areas if bare spots appear. Reseeding during aeration.
- Fertilizer – Adequate fertilizer level to ensure that all plant materials are healthy and growing vigorously. Amount and type of fertilizer depends on species, length of growing season, soils and rainfall. Rates should correspond to minimum requirements at least. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen and potassium percentages should follow local recommendations. Trees, shrubs and flowers should receive fertilizer levels to ensure optimum growth. Do not over fertilize.
- Irrigation – Dependent on weather conditions and nature of relevant areas. Automatic system is recommended to allow a pre-programmed sensor-based schedule.
- Litter Control – Minimum of once per day, seven days per week in peak seasons, less often during low season. Trash receptacles may be placed at locations best determined for public need.
- Trash Receptacles – A number sufficient for park usage will be placed strategically for public use and checked minimally once a day during the peak-season and twice a week during the shoulder and off-season.
- Control of Vandalism – Locations of regular vandalism should be noted and staff performing litter control duties should remove graffiti and other signs of vandalism.
- Pruning – Usually done at least once per season unless species planted dictate more frequent attention. High growth species or favorable weather conditions may dictate more frequent requirements than most trees and shrubs in natural areas.
- Disease and Insect Control – Usually performed when disease or insects are inflicting noticeable damage, are reducing vigor of plant material or could be considered a bother to the public. Preventive measures may be preferable such as systemic chemical treatments. Cultural (planting methods, materials selection) prevention of disease can reduce time spent in this category. Some minor problems may be tolerated at this level and all care should be taken to use substances that will not endanger wildlife or predator insect populations.
- Weed Control – Weed control practiced when weeds present a visible problem or when weeds represent five percent of the turf surface. Pre-emergent products may be used.
- Repairs – Regularly performed for safety concerns, public usability and a well-maintained appearance.

- Inspections – Twice per year at a minimum, full park walkthroughs will be performed. Staff will regularly report any needs that arise.
- Decorative Plantings – Maintenance, usually at least once per week, but watering may be more frequent. Health and vigor dictate cycle of fertilization and disease control. Beds kept weed free.

Maintenance Guidelines

TURF MANAGEMENT

MOWING AND EDGING

Lawns should not have more than forty percent (40%) of the lawn reach a height of five (5) inches. Lawns should not have more than two-thirds of the height mowed and will never be cut lower than two (2) inches. At the time of mowing, the sidewalks, borders, fences, and other appropriate areas may be edged. All loose grass will be blown back into the lawn. Grass clippings will be mulched and left on the turf and removed only if it will impact the health of the lawn.

WATERING

Regular watering schedules are established based off historical weather patterns, needs of species, and park user patterns. Watering should be avoided during the hottest part of the day. Employee will monitor irrigated and landscaped areas to make sure that water does not overflow onto sidewalks or streets. Special care is taken to prevent excessive runoff and erosion caused by watering. Level 3 and 4 areas would not be expected to receive regular watering unless required for a specific reason (i.e., during the establishment of a Native Growth Protection Area).

REPAIR AND RENOVATION

Turf repair and renovation will be performed to improve the aesthetics, usability, and or the health of the site. Preference on the type of grass seed will be given to species already on site and native species (i.e., blue grass, ryegrass/fescue seed mix, etc.). Regular maintenance such as aeration, dethatching, leveling of bumps, fertilization, and removal of invasive species will be performed based on the park's service level to reduce the number of renovations and repairs needed. Resodding will occur when the turf needs it due to health or damage and not on a regularly scheduled timeline.

TREE CARE

Each tree has a life cycle and eventually declines as they age. All trees have the potential to be affected by diseases, physical damage, insect infestation and drought conditions. Any one of these factors, alone or in combination, can contribute to the decline of a healthy tree.

Trees are pruned to the height of seven (7) feet over sidewalks and sixteen (16) feet over roadways. At department discretion, Level 1 and 2 locations will receive mulching around the tree base, extending out at

least six (6) inches from the base of the tree. If it is determined that a line of sight throughout property is needed to increase park user safety, trees may be pruned up to six (6) feet above the ground.

TREE REMOVAL

Trees and hazardous limbs are removed if they are determined to be a hazard to neighboring homes, park infrastructure or are likely to fall in an area used heavily by pedestrians. Signs of a potentially hazardous trees include but are not limited to:

- Excessive leaning over structures or areas used by pedestrians or vehicles
- Storm damage
- Exposed root system
- Signs of fungal or pest infestation
- Large areas of rot

Some signs of declining or dead trees that should be looked for may include:

- Broken or split tops
- Excessive dieback of foliage
- Large vertical cracks or areas without bark are present
- Growth of mushrooms or fungi on the trunk
- Shifting of a tree resulting in it leaning
- Cavities have decaying wood or black around them
- Root system that is heaving, especially during windy periods
- Multiple codominant leaders

Due to the economic, environmental and social benefits of trees, their removal must be well thought out and documented. At times, trees may be removed for new construction, access, or other issues not related to tree viability. Unstable trees will be removed by following the requirements in the Lake Stevens Municipal Code (LSMC) 9.60.180. Trees located within a Native Growth Protection Area will follow direction provided by the LSMC 14.88.295.

Quick removal of trees can help minimize the potential spread of disease and reduces the possibility of human injury or property damage. When a tree is either dead or visibly declining, City staff or a professional arborist will evaluate the tree to determine if removal is warranted or necessary. Not all declining or dead trees will be removed, particularly if the tree doesn't present a danger to the public or to property. Where appropriate, trees will be left as wildlife snags in natural areas and new trees should be planted as a replacement.

Occasionally, healthy trees, without any known or apparent defects, will be removed from park property. If a tree is blocking roadway sight lines, disrupting underground utilities, interfering with overhead utilities, damaging hard surfaces, or presenting a risk to the public, it may be considered for removal. If tree pruning can address the sight line issues, pruning will be considered as a first option before removal. Some urban trees are problematic based on species. Cottonwood (*Populus trichocarpa*), red alder (*Alnus rubra*) and big leaf maple (*Acer macrophyllum*) are all prone to limb failure, short life span and disease. These tree species may be removed based on consideration of future growth characteristics and issues associated with their location.

HAZARD TREES

- Tree risk assessments shall be performed by qualified personnel and assessed to the standards established by the International Society of Arboriculture.
- High risk trees that cannot be made safe or functional by appropriate mitigation shall be candidates for removal.

PLANTING AND TRANSPLANTING

As part of beautifying parks and to protect the environment, the Department will continually plant and maintain vegetation. This will include planting and transplanting various shrubs, flowers, plants and trees.

Whenever possible, plants should be sowed according to the directions on their label. In general, trees and shrubs should be planted when they are dormant. For deciduous trees, early spring (before new growth begins) and fall (after leaves drop) are the best time to plant. For coniferous trees planting in the fall, prior to first frost, is preferred.

Prior to transplanting a tree, it should be properly prepared for the move by heavily watering with one (1) or more extra gallons of water a day, for at least a fortnight prior to being removed from the ground. Upon planting a tree, it should continue to receive additional water daily for one week following transplanting. After one (1) week the additional water can slowly be scaled back to twice a week for the next two (2) months.

The size of the root ball needed to successfully transplant a tree or shrub depends on the diameter and spread of the tree. The chart below has guidelines for size of hole needed.

- Bare Root Trees – Soak roots for two to three (2-3) hours prior to planting. Dig root hole twice as large as root area. Ensure root flair is a few inches above ground level. Tightly backfill tree in place and water.
- Balled and Burlapped Trees – Dig a hole twice as large as root ball. Insert root ball in hole, root balls are heavy and may require equipment. Ensure root flair is a few inches above ground. Remove the top third to half of the sack and tightly backfill tree in place and water.
- Mechanical (Tree Spade) – When considering transplanting large trees caliper three or higher contracting the work should be considered.

Trunk caliper (inches)	Minimum ball diameter on field grown shade trees (inches)	Minimum root ball diameter on fabric container grown trees (inches)	Minimum container size (gallons)	Minimum tree height on standard trees (feet)	Minimum tree height on slower grown trees (feet)	Maximum tree height (feet)
1	16	12	5	6	5	10
2	24	18	20	10	8	14
3	32	20	45	12	9.5	16
4	42	30	95	14	10.5	18
5	54	36	95	-	-	-

IRRIGATION SYSTEM

All new irrigation systems and renovations shall be designed and installed to comply with all regulations and codes. All backflow preventatives will be installed per manufacturer specifications and in the orientation specified by the approval agency. All double-checks shall be inspected annually by a license technician. Standardized materials and products should be used to increase the ease of maintenance and care. Irrigation systems should:

- Operate remotely, rather than manually
- Accurately time irrigation to specific needs of soils, slopes, plants, and conditions
- Reduce impacts to park use and water loss due to evaporation

Irrigation systems should be winterized before the first freeze, typically in October, and should be de-winterized before temperatures reach seventy (70) degrees Fahrenheit, typically in March. Systems will be winterized by blowing out all lines with air. They will be de-winterized by turning on each zone individually, repairing broken sprinkler heads or water line leaks, adjusting sprays, and setting the watering schedule.

GRAFFITI AND VANDALISM

Graffiti will be covered or removed within three (3) business days unless it contains vulgar language or racial slurs, in which case it shall be removed immediately. Any graffiti of significant size including threats to people or property will be reported to law enforcement immediately. Removal of graffiti may be performed by using chemical remover products, painting, or replacing graffitied item.

Vandalism will be assessed and repaired immediately whenever possible. Buildings and assets may be closed to the public while awaiting repairs if the damaged items are vulnerable to additional vandalism or are unsafe for public use.

To help protect the Departments assets, anti-graffiti materials are evaluated and considered when ordering signs or any other infrastructure materials.

RESTROOMS

Permanent restrooms will be regularly cleaned once per day when they are open for public use and staffing levels allow. In the peak-season and during times of high usage, they will be spot checked for additional cleaning needs and restocking of paper supplies throughout the day. In the event that a permanent restroom is vandalized or damaged staff will make the necessary repairs as needed. If continual vandalism occurs, restrooms may be closed for extended periods of time, as directed by the Parks Director.

Portable restrooms shall be checked and spot cleaned daily by Parks staff. The portable restroom provider is scheduled to fully service toilets on a routine basis. If additional services or vandalism is found the provider will be contacted to resolve the issue.

The Department will determine the need for providing access to restrooms at each location using a variety of criteria including but not limited to:

- Cost

- Intended use of property
- Current and future projected resources
- The Level of Service identified for the park

PICNIC SHELTERS

Shelters will have staples and tacks removed two times per year. They shall be pressured washed a minimum of twice a year, with spot cleaning of the floors and tables at least once a week during peak season. Shelters will be painted every two (2) to three (3) years, when paint is visibly peeling or cracking. Charcoal disposal containers will be provided at parks that have permanent charcoal grills. The grills and charcoal disposal containers will be checked regularly for disposal.

Shelter reservation signs will be continuously updated as needed at reservable locations. They will be provided by the Administrative Assistant to the Field Supervisor or Lead to be distributed to the shelters. When the week's reservations are updated, the former sign will be removed from the shelter.

PLAYGROUND INSPECTION, REPAIR, AND REPLACEMENT

Playgrounds will be inspected as depicted in the Playground Inspection Matrix. The inspection types, High Frequency (frequent and routine) and Low Frequency (occasional and thorough that cover wear, tear, and mechanical issues), are determined based on the age of the structure, type of material, and the amount of use. Inspections shall be reviewed by a supervisor. Playground repairs will be completed by following the latest ASTM and CPSC guidelines.

Repairs and preventative maintenance shall occur as soon as practical after the need is discovered. If a repair cannot happen immediately and poses a safety concern, the component will be closed to the public until repairs can be made. Signage will be posted when a play component is closed for repairs. Additionally public notification will be made if it will be closed for more than seven days.

TRAILS

Trails surfacing material will vary and may consist of compact dirt, gravel, asphalt, cement, or other materials. The surfacing type will be determined based on the intended use, location, and cost of installation and maintenance. Trails are regularly maintained to remove loose debris and keep vegetation cut back. They are inspected once per year and receive additional inspections after major storm events or when public concerns are received. When trees fall across approved trails the trail will be cleared regardless of park level. All new and redeveloped trails will follow accessibility guidelines to the greatest extent practicable.

PLANT/TREE DISEASE AND PEST CONTROL

The use of chemicals, such as pre-emergent, may be used as a preventive measure to reduce the number of pests in turf and landscaped areas. When disease or pests are identified in lawn, landscaped, and wooded areas a control program may be initiated. Best known practices to control the spread of the disease or pests shall be enacted. Controls may include mechanical removal or the use of chemicals.

Regular preventive care will be scheduled based on the location's assigned Level of Maintenance, history of disease and pest concerns, and any other factors staff identify as needed. The area will be monitored for no less than six (6) months following the successful use of controls to assure reinfestation does not reoccur.

All employees using chemicals are trained in the proper use of the chemicals and are licensed or certified as required by Washington State. Employees using chemicals to control disease or pest will follow all state and federal laws and guidelines. All directions on chemical labels will be followed.

PARKING LOTS

Parking lots shall be patrolled for litter regularly. Gates will be washed and cleaned a minimum of once a year. If a parking lot has painted lines, they will be inspected annually and repainted when lines appear to be faded. Parking lots will have debris blown off throughout the year to prevent debris from piling up.

There may be occasions where public parking areas will need to be closed for events. In these cases, the event organizer must request this in their event application. For closure of parking lots, the Department will follow closure procedures.

FENCES

Fences are used for various areas and purposes. Although other options are available, the fence types listed below are generally preferred.

- Two (2) rail hand split cedar split rail fencing for areas where a decorative barrier is needed to keep park users out of areas, such as flower beds and NGPAs.
- Six-foot (6') high black chain-link fencing for areas generally not open to the public, such as detention ponds or separating a walkway from a hillside.
- 10-foot (10') high chain-link fencing is preferred to secure areas that need higher security, such as equipment storage, work zones, City vehicle lots, etc.

All fence posts shall be installed in a concrete footing. Wood fences should be stained once per year. NGPA fences will not use pressure treated posts or rails.

TRASH MANAGEMENT AND RECYCLING

When individual trash cans are provided in the park, they will have lids to help keep rainwater and wildlife out. Larger trash dumpsters will not be placed permanently in every park, but when they are they will be placed behind enclosures. For parks without dumpsters, trash bags will be removed and transported to central locations for final disposal.

Recycling will occur in locations where practical. Rentable facilities, such as The Mill, as well as the Department's main shop, will have a recycling bin which is separate from the trash dumpster. Recycling will be encouraged at events by placing easy to identifiable receptacles for recycling collection.

BENCHES AND TABLES

A variety of benches and tables are used throughout the park system. A variety of tables and chairs should be used to accommodate park users with different abilities, including benches with backs and no backs, arms and no arms. When new tables and benches are added to parks, the guidelines listed below should be followed.

- For areas with power lines, natural areas, pocket parks and trails, pressure treated wood with metal legs and braces are preferred.
- For parks categorized as a Level 1 or 2, there are two preferences for table types.
 - Metal tables coated with thermoplastic, black in color.
 - A mix of wood with metal support material.
- Full concrete pads should be used under tables and chairs when placed on grass. Concrete pads help create an accessible environment, as well as reduce time with routine groundskeeping.
- When tables and benches are placed on top of a surface and are not permanently installed, they should be chained to a tree, a permanent ground stake, or another item to prevent them from moving too far from the intended use area.

BEACHES AND SWIM AREAS

Swim areas will be marked with buoy lines to create a visual line that swimmers should not pass. Motorized and non-motorized boats are not allowed in swim areas. Additional buoys will be placed 100 feet from the swim lines to designate a vessel restricted area.

Public beach areas will be combed for debris at least one time per week in the low season, and daily during the peak season. After significant weather events beaches will be assessed for erosion and beach wrack.

Public beach and swim areas have a life ring installed for emergency use. It is posted that these areas are not monitored by lifeguards and use is at one's own personal risk. Rules signs are posted at all public beaches, some signs may include pictographs of restricted activities.

SIGNAGE

An entry sign displaying the park name, as well as a standard park rule sign, will be installed near the entry of all Level 1 and some Level 2 and 3 park locations. The entry sign will be designed as depicted in the City's Beautification Plan. Rule signs will be on a blue background and be made of reflective material so it can be viewed at all hours of the day. All signposts will be set into concrete, and wooden posts will be pressure treated, to prevent rotting. Signs will be replaced if they have outdated information, become hard to read, or are damaged.

Inventory of Parks

The park inventory includes developed parks, natural areas and trails that are both owned and/or maintained by the City of Lake Stevens Parks and Recreation Department.

The following locations are managed by the Parks and Recreation Department.

Park Name	Address	Level 1	Level 2	Level 3	Level 4
20th Street Ballfields	8629 20th St SE		X		
Catherine Creek	12708 20th St NE			X	
Catherine Drive (Trail)	124 th Ave NE & 125 th Ave NE Through Neighborhood			X	
Cedarwood	10116 5th Pl SE			X	
Centennial Woods	Next to 1803 131 Dr NE				X
Crossings at Catherine Creek	Across 2902 127th Ave NE		X		
Davies Beach	20 S. Davies Rd.	X			
Eagle Ridge	2420 Soper Hill Rd.			X	
Frontier Heights	8801 Frontier Circle	X			
Lake Pointe	Near 12103 9th Pl NE				X
Lundeen Park	10020 Lundeen Pkwy	X			
Mandolin Court	Next to 3104 Mandolin Ct		X		
North Lakeshore Swim Beach	11909 N. Shore Dr		X		
North Cove Boat Launch	17th Pl NE and 124th Ave NE	X			
North Cove Park	1806 Main St	X			
Oak Hill	10300 33rd St NE	X			
South Lake Stevens Rd	S. Lake Stevens Rd & Machias Cutoff to S. Lake Stevens Rd & 20th St SE			X	
Sunset Beach	410 E. Lake Stevens Rd		X		
The Reserve (Trails)	Between 4th St NE & 14 th St NE			X	
Timberlake	Across 13027 12th Pl NE		X		
Valor Path	Behind Highschool, 116th Ave NE			X	

The following locations are owned by the city and are properties that are open to the public but managed by other organizations. These locations are periodically on checked by the Department and any concerns submitted by the public will be responded to. The Department is not responsible for landscaping or providing trash cans but does perform routine playground safety inspections and will work with HOA's on playground safety.

Park Name	Address	Level 1	Level 2	Level 3	Level 4
Baker Vista	Across from 3315 116th Ave NE		X		
Bonneville Field	1530 N. Machias Rd	X			
Bryce Park	Next to 3403 Bryce Dr		X		
Cedar Road	Next to 10827 29th St NE			X	
Greenwood Village 1	Next to 502 125th Ave NE		X		
Greenwood Village 2	Next to 12305 4th St NE		X		
Lake View Park	Next to 10548 Meridian Pl NE		X		
Summer Hill Estates	Next to 11318 36th St NE		X		
The Reserve 2	Next to 12425 10th St NE		X		
The Reserve 3	Next to 603 125th Ave NE		X		
Woodland Hills	Next to 8202 16th St SE		X		