

CITY COUNCIL WORKSHOP MEETING AGENDA



City of Lake Stevens Vision Statement

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

October 15, 2024 - 6:00 PM

In person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens

or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/86105276098>

or call in at (253) 215-8782 Meeting ID 86105276098

- 1. Call to Order**
- 2. Discussion Items**
 - A. Stormwater Fee Review Shannon Farrant
 - B. Boat Launch Pass Types Sarah Garceau
 - C. Weir Project Update Olin Anderson
- 3. Adjourn**

THE PUBLIC IS INVITED TO ATTEND

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

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

CITY COUNCIL STAFF REPORT



Agenda Date: 10/15/2024

Subject: Stormwater Fee Review

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

SUMMARY/BACKGROUND:

Stormwater management utility fees were set with the 2018 rate study and end in 2024. City staff are proposing to update the fee resolution this year to include SWM fee rates through 2027. The updated fee resolution would include rates per ESU that maintain the same 3% annual increase that was set in 2018. The stormwater budget forecast was reviewed and based on the current level of service for stormwater management and lake management, rates set by the 3% annual increase will support existing programs and capital projects.

Earlier this year, City staff reviewed several alternative levels of service to set the next three years of SWM fees. This included the transfer of maintenance responsibility of private stormwater facilities to the City. Based on the discussion from the Council, this posed several challenges. The primary challenge is centered around facilities that have not been maintained for years, which typically correlates to neighborhoods without HOAs. City staff has reviewed this challenge along with other considerations and it is proposing a new private stormwater facility management plan. This plan includes a similar process to previous efforts, which includes inspections, notifications and technical assistance. City staff proposes that after these steps, if compliance is still not achieved, the City would perform the maintenance and invoice individual homeowners for their portion of the maintenance under LSMC 11.06.080(b). Staff have requested \$150,000 in the 2025 budget to start this program. The goal would be that the budget will be replenished when homeowners pay their invoice.

The topic of transferring maintenance responsibilities to the City for private stormwater facilities will be reviewed again in a more comprehensive rate study in 2026/2027. A more comprehensive rate study will also include evaluation of the stormwater infrastructure condition assessment, capital equipment needs, staffing and program needs, and future stormwater retrofit needs to support water quality enhancement and community development.

In summary, staff recommends increasing the SWM fee rate 3% in 2025 from the 2024 rate, and 3% annually through 2027. This rate increase will support current stormwater operations, programs, capital projects, and a new program to perform urgent maintenance on private stormwater facilities.

APPLICABLE CITY POLICIES:

LSMC 11.06.080(b)

LSMC 11.04

ATTACHMENTS:

1. 20240919_city council workshop_2025-2027 Rates



One Community Around The Lake

2024 Stormwater Rate Review

CITY COUNCIL WORKSHOP

OCTOBER 15, 2024

SHANNON FARRANT, SURFACE WATER MANAGER



Presentation Overview

1. Recap on where we are today
2. Proposed level of service for 2025 - 2027
3. Recommended 2025 -2027 rates
4. How do we compare?
5. Discussion topics

Where are we today?



2018-2024 – Updated Stormwater Rates – Level of service 3 including maintain fund, NPDES compliance, capital projects



2022-2024 - Inventory and inspection of private and public stormwater facilities

2024-2027 - A new program started to inventory public culverts and stormwater pipes

2025 – 2028 - Address private stormwater facility maintenance including inspection, education, compliance

Table IA: Stormwater Management Utility

Type	Impervious Area per Equivalent Service Unit	Annual Rate per
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
Undeveloped ²	NA	No Charge
State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

Table IB: Lake Management Benefit Assessment

Class		Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot		NA	\$16.00 per parcel	\$192.00 per parcel
Split Lot		NA	\$11.33 per parcel	\$136.00per parcel



2025 - 2027 Levels of Service

**Continue Existing NPDES
programs and Lake Management
Programs**

6-year CIP Projects

**Private Stormwater Facility
Maintenance Compliance
Program**

LSMC 11.06.080

**Stormwater Condition
Assessment**

Continue Existing NPDES
Program and Lake Management
Program

9 programmatic
requirements in the NPDES
Permit

Monthly water quality
sampling

Annual alum treatment
evaluation

Annual aquatic vegetation
management

Issuance Date: July 1, 2024
Effective Date: August 1, 2024
Expiration Date: July 31, 2029

WESTERN WASHINGTON PHASE II MUNICIPAL
STORMWATER PERMIT

National Pollutant Discharge Elimination System and
State Waste Discharge General Permit for discharges from
Small Municipal Separate Storm Sewer Systems
In Western Washington

State of Washington
Department of Ecology
Olympia, WA 98504-7600

In compliance with the provisions of
The State of Washington Water Pollution Control Law
Chapter 90.48 Revised Code of Washington
and
The Federal Water Pollution Control Act
(The Clean Water Act)
Title 33 United States Code, Section 1251 *et seq.*

Until this Permit expires, is modified, or revoked, Permittees that have properly obtained
coverage under this Permit are authorized to discharge to waters of the State in accordance
with the special and general conditions which follow.


Vincent McGowan, P.E.
Water Quality Program Manager
Washington State Department of Ecology

STATE OF
OUR WATERS



Lake Stevens 2024 Health Report

Lake Health = EXCELLENT

The lake health is excellent as alum treatments keep phosphorus and algae low. Actions are still needed to prevent pollution and improve shoreline health.

Health Indicators	Poor	Fair	Good	Excellent	Details
 Water Clarity Visibility in water					Excellent – Average clarity is 27.3 feet deep and is getting better.
 Phosphorus Keeping it low prevents algae					Excellent – Phosphorus levels are low as a result of ongoing alum treatments.
 Algae Problematic if too much					Excellent – Algae levels are low. The lake rarely has toxic algae blooms since restoration.
 Shorelines Shoreline plants protect the lake					Poor – Only 16% of the lake shoreline has trees and shrubs rather than lawns.

Possible ratings include: Poor Fair Good Excellent

Based on data collected from 2013-2023. For additional details and data, visit www.lakes.surfacewater.info.

Lake Stevens Watershed

The properties inside the yellow line drain to the lake and make up the lake's watershed. The area outside the yellow line drains to other lakes, streams or rivers.



Lake Stevens Facts

- Lake Stevens is the largest and deepest natural lake in the county, and is a destination kokanee fishery.
- To reduce phosphorus pollution the world's largest aeration system was installed in 1994.
- In 2013 the aerator was replaced with cost-effective alum treatments that reduce phosphorus and prevent algae.
- Lake Stevens has the highly invasive plant Eurasian watermilfoil, which is treated annually in the spring.

Take Action to Keep Stevens Healthy

I Love Lake

Make small changes on your property to prevent phosphorus pollution (see reverse side).

Retain Trees & Shrubs

Keep or plant more trees and shrubs. They reduce and clean polluted runoff.

Prevent Milfoil

Clean, drain and dry your boat before launching or leaving the lake to prevent the spread of invasive plants.

See back for details on how you can help.

6-year CIP Projects

Project No.		Project Name	Total Project Cost
STORM	SW-108	36th St Culvert Replacement	\$ 760,000.00
	SW-105	20th St NE Culvert Replacement/Channel Realignment	\$ 4,200,000.00
	SW-106	N Hartford Channel Realignment and Stream Crossing	\$ 8,500,000.00
	SW-201	Hartford Property Acquisition and Restoration	
	SW-101	Weir Replacement, Channel and Road Improvements	\$ 3,050,000.00
	SW-107	18th Street NE Culvert Replacement/Realignment	\$ 1,300,000.00
	SW-111	Catherine Creek/Hartford Culvert Replacement	\$ 2,500,000.00
	SW-103	99th Ave SE/4th St SE Culvert Feasibility	\$ 1,900,000.00
	SW-104	36th Street Bridge Replacement (Bridge 06)	\$ 3,250,000.00
			\$ 25,460,000.00

**Private Stormwater Facility
Maintenance Compliance
Program**

LSMC 11.06.080(b)

11.06.080 Construction and Maintenance of Stormwater Facilities.

- (a) All stormwater facilities required under this chapter shall be constructed and maintained as set forth in the Stormwater Manual and the permits and/or approvals of the City.
- (b) Maintenance of Private Stormwater Facilities.
- (1) The person or persons holding title to the property and the applicant required to construct a stormwater facility shall remain responsible for the facility's continual performance, operation, and maintenance in accordance with the standards and requirements of the Stormwater Manual, this chapter, and the permits and/or approvals of the City and shall remain responsible for any liability as a result of these duties. This requirement shall apply to all facilities not otherwise accepted by the City for maintenance as set forth in subsection (c) of this section.
- (2) The City shall have authority to periodically enter upon the property and inspect the facilities to ensure such compliance and to issue orders requiring maintenance and/or repair. In event that the titleholders or other responsible parties do not effect such maintenance and/or repairs, the City may perform such work, and the cost thereof shall be recoverable by the City from said titleholders or other responsible parties and/or by filing a lien against the property.

Follow an
established process
for inspection,
notification,
education, and
technical assistance

Determine a criteria
for prioritizing city-
performed
maintenance

Allow for private
property
compliance
then perform
maintenance

Collect on City
costs
from property
pwners

**Stormwater Condition
Assessment**

Asset Type	Description	Completed Year
Stormwater Pipes	14 miles of CCTV	2024
Stormwater Pipes	15 miles of CCTV	2025
Stormwater Pipes	15 miles of CCTV	2026
Culverts	Condition Assessment (size and condition)	2025 -2026
Stormwater Facilities	Inspection of all stormwater facilities (public and private)	2024
Catch Basins	Inspected and cleaned	2024

Overview of Facility Ownership

	Ownership				
Facility Types	City of Lake Stevens	Private Commercial	Private Residential	Snohomish County	Total
Bioswale	4	3	5		12
Detention Pipe	21	26	10		57
Pond	82	30	89	1	202
Treatment	7	4	3		14
Vault	15	15	60	3	93
Total	129 (34%)	78 (21%)	167 (44%)	4 (1%)	378

Private Residential	68% (167)
HOA – Yes	67% (112)
HOA – No	17% (29)
HOA - Unknown	16% (26)

33%

Maintenance Requirements – Private Stormwater Facilities

Facility Information	Private Residential	Private Commercial
Inspected in 2023	167	78
Require maintenance	146	38
Estimated total cost of maintenance	\$1,213,160	\$160,420
	\$1,373,580	
Average cost per facility	\$7,264.43	\$2,056.67

All results are based on 2023 inspections

Evergreen Court Example



34 homeowners in
the neighborhood

\$26,000 estimated
maintenance cost

\$765 per
homeowner

Recommendation for 2025 – 2027 Rates

- Hold rate increase at 3% a year
- Bring private stormwater facilities into compliance with maintenance standards
- Evaluate private stormwater program
- SWM Process audit and improvement
- Continue stormwater infrastructure condition assessment
- Repeat Rate Study in 2026

Fee Resolution Update

2024 Rate Per ESU	\$265
2025 Rate Per ESU	\$273
2026 Rate Per ESU	\$281
2027 Rate Per ESU	\$290
Lake front Lot	\$192
Lake front split Lot	\$136



Summary

Financial forecast estimates the proposed level of service will be sustainable with a 3% annual rate increase.

Current staff is appropriate to perform the proposed level of service.

What to expect between 2025 – 2027:

Program tracking will be established to identify areas for process improvement or additional staffing requirements.

Evaluate private facility programs which may include city-performed maintenance

Repeat the rate study in 2026/2027 to include infrastructure replacement and maintenance needs



Goals for 2026/2027 Rate Study

1. Evaluate capital and routine infrastructure repairs revealed from the stormwater infrastructure condition assessment.

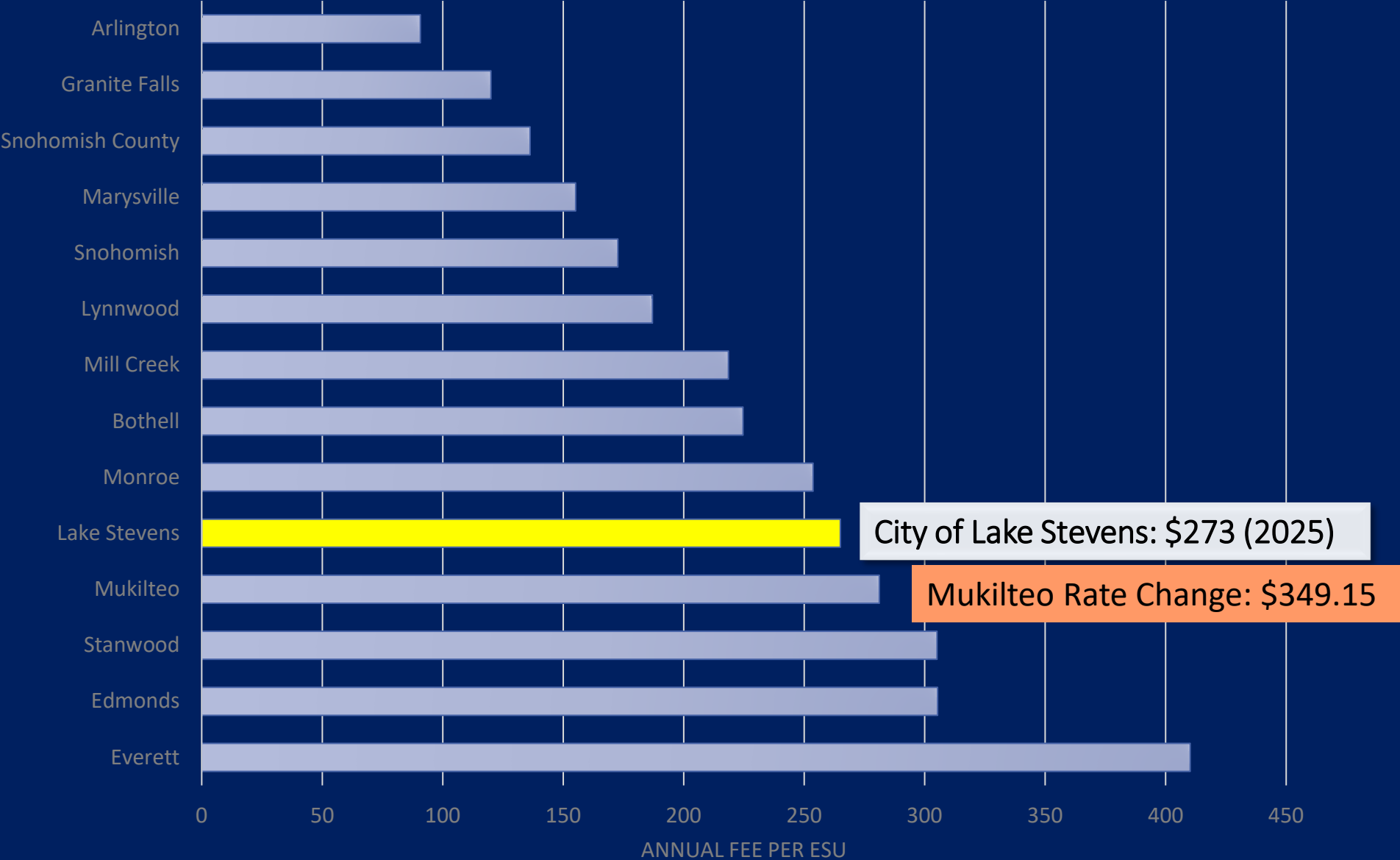
2. Evaluate capital equipment needs (e.g., street sweeper).

3. Evaluate staffing and program needs

4. Evaluate the future needs for stormwater facility retrofits focusing on the combined community spaces and stormwater facilities.

Jurisdiction Comparison – SWM Fee Annual Rates

2023/2024 Annual SWM Fee Rates Per ESU





One Community Around The Lake

Questions

CITY COUNCIL STAFF REPORT



Agenda Date: 10/15/2024

Subject: Boat Launch Pass Types

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact: Potential revenue increase if the city reduces the number of passes types issued by other agencies.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Review and discuss pass types accepted and give direction for any desired changes.

SUMMARY/BACKGROUND:

The Lake Steven's Parks and Recreation Department operates two boat launches located at North Cove Park and Davies Beach. Different pass types are accepted at each location, which will be reviewed and discussed in tonight's meeting.

North Cove Beach Pass Types: Vehicle Access Pass, Discover Pass, Disabled Veteran Pass, Lake Stevens Annual and Day passes.

Davies Beach Pass Types: Snohomish County Yearly Pass, Lake Stevens yearly and day passes.

North Cove Boat Launch – This site is managed by the city through a lease and owned by Washington State Department of Fish and Wildlife (WDFW). The lease requires free angler access per Section 4(a): *During the open fishing season each year, the anglers shall have unobstructed use of the area for fishing, boat launching and parking purposes.* Section 4(b): *The anglers shall not be charged a fee for access, parking, boat launching or fishing.*

According to the WDFW website, a Vehicle Access Pass is issued with fishing licenses. *A Vehicle Access Pass is issued at no charge by WDFW with the purchase of*

any annual hunting, trapping, or fishing license, excluding an annual razor clam or shellfish/seaweed license.

This location also accepts the Discovery Pass, which can be purchased annually for \$30. The Discover Pass allows access to Washington state-managed recreation lands – including state parks, water-access points, heritage sites, wildlife and natural areas, trails and trail heads.

It appears that the city could accept the Vehicle Access Pass to maintain compliance with the lease agreement, but would not be required to accept the Discover Pass at this site.

This location also accepts the Disabled Veteran Lifetime Pass Card. This is issued by the State of Washington to Veterans who have a 30% or higher service connected disability. The City can choose to continue to accept this pass type or eliminate it, or expand the program by also accepting it at Davies Beach as well. Another option would be to limit this program by issuing an Annual Lake Stevens Pass to our city residents that meet the qualifications.

Davies Beach – This site is owned and operated by the City of Lake Stevens since 2020. Per the ILA (exhibit B) with Snohomish County, the city would continue to honor the Snohomish County pass until both parties agree to terminate. Per the agreement, Section 4: *The City shall honor County issued Annual Parking and Boat Launch Permits until both parties agree to discontinue. The city may charge a Day Use Fee to users that do not have County Issued Annual Parking and Boat Launch Permits.*

Next Steps - If the city decides to implement changes to North Cove, staff will need to change signs at the boat launch to indicate the Vehicle Access Pass will be accepted and the Discover Pass will be discontinued.

If the city decides to implement changes at Davies Beach staff will need to notify Snohomish County Parks and mutually decide to discontinue the Snohomish County Annual Parking and Boat Launch Permits.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Chart of Pass Types
2. North Cove Boat Launch Area - Land Use Agreement
3. Davies Beach - Interlocal Agreement

<i>Pass Types By Location - Current</i>				
Pass Type	North Cove	Davies Beach	Cost	Revenue to Lake Stevens?
Annual Parking Pass (Lake Stevens)	X	X	\$75	Yes
Day Use - 2 Hours (Lake Stevens)		X	\$2	Yes
Vehicle Access Pass (WFDW)	X		Free with fishing/hunting license.	No
Discover Pass (State)	X		\$30	No
Disabled Veteran Lifetime Pass Card (WA State)	X		Free for veterans w/ 30% or higher service-connected disability.	No
Annual Access/Launch Pass (Snohomish County)		X	\$75	No

<i>Pass Types By Location - Future</i>			
Pass Type	North Cove	Davies Beach	Recommendation
Annual Parking Pass (Lake Stevens)	X	X	No Change
Day Use - 2 Hours (Lake Stevens)		X	No Change
Vehicle Access Pass (WFDW)	X		No Change
Discover Pass (State)	Eliminate		Eliminate with two (2) month notice. This pass is not advertised as covering Lake Stevens.
Disabled Veteran Lifetime Pass Card (WA State)	TBD		Council to decide. One option could be issuing our Annual Pass to qualified residents of Lake Stevens only.
Annual Access/Launch Pass (Snohomish County)		Eliminate	Discuss notice period with Snohomish County. This pass is advertised as covering Lake Stevens.

LAND USE AGREEMENT
(Lake Stevens - Snohomish County)

THIS AGREEMENT is between THE STATE OF WASHINGTON, THE DEPARTMENT OF GAME, hereinafter referred to as the "State" and CITY OF LAKE STEVENS, whose address is 1812 - 124th Avenue NE, Lake Stevens, Washington 98258, hereinafter referred to as the "City". The State, for and in consideration of the covenants contained herein and the public benefits to be derived therefrom, grants to the City the right to operate and maintain the Lake Stevens access area for public fishing, boat launching and other appropriate public uses. Said Lake Stevens access area is situated in County of Snohomish, State of Washington and more particularly described as follows:

Lot 15 and the South 25 feet of Lot 16. Also Lots 35, 36 and 37 EXCEPT the East 25 feet thereof for alley. All in the Renas Addition to Lake Stevens according to the plat thereof recorded in Volume 12 of Plats, Page 8, records of Snohomish County, Washington.

Together with all improvements of the State located thereon.

The State hereby and the City, by accepting and signing this agreement, mutually covenant and agree as follows:

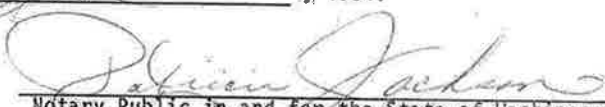
1. TERM: The term of this agreement shall be twenty-five (25) years beginning June 15, 1984 and ending June 14, 2009.
2. RENEWAL: At the end of the term, this agreement shall automatically be renewed for another term of twenty-five (25) years and said automatic renewal shall apply to subsequent terms of twenty-five (25) years provided neither party notifies the other in writing of their interest to terminate this agreement six (6) months in advance of the anniversary date thereof.
3. OPERATION, IMPROVEMENTS AND MAINTENANCE: The City shall operate, improve and maintain the site and post signs necessary to guide and direct public uses. Major alterations and improvements to the land shall be done only with written approval by the State. The City shall be responsible for all costs associated with the operation, improvement and maintenance of the site. In the event the concrete planks on the boat ramp need replacing, the State will furnish the replacement planks. The State will not require a Conservation Decal for users of this area.
4. RESTRICTIONS OF USE: The following restrictions of use shall apply:
 - a. During the open fishing season each year, the anglers shall have unobstructed use of the area for fishing, boat launching and parking purposes. Subject to paragraph 5.

4. RESTRICTIONS OF USE (continued):
 - b. The anglers shall not be charged a fee for access, parking, boat launching or fishing.
 - c. Commercial use shall not be allowed on the site.
5. CLOSURE OF ACCESS AREA: The City shall have the right to close the access area two days each year for the City's annual water festival. The City shall also have the right to close the access not to exceed three days for major maintenance or improvements. Prior to any closure the City must post the area with the dates at least two weeks in advance of the closure; notify the local sports clubs of the closure; put notices in the Lake Stevens and Everett newspapers; and notify the public of and direct the public to the other boat launching site on the lake.
6. COMPLIANCE - OTHER AGENCIES AND LAWS: The City shall comply with all applicable laws, rules and regulations made thereunder by other agencies and government jurisdictions in operating and maintaining the area as outlined in the provisions of this agreement.
7. ASSIGNMENT: The City shall invite the public to enter upon and use the premises for purposes of fishing, boat launching, and other appropriate uses as agreed upon by the City and the State. Assignment of rights and privileges shall be with written approval of the State.
8. ASSESSMENTS: The City shall pay all charges for utilities incurred in use and occupancy of the premises. The City shall not permit liens or assessments to be attached to the property.
9. ACKNOWLEDGEMENT: The City shall acknowledge the State on those signs identifying the area.
10. INDEMNITY: The City shall not hold the State, its successors or assigns, liable for any damages or injuries caused by the City's exercise of the rights herein granted and the City further agrees to indemnify and hold harmless the State, its agents and employees on account of damages or claims of damages by whomsoever made and of any nature whatsoever arising out of or in any manner connected with the City's exercise of the rights herein described.
11. ENFORCEMENT: The City has primary responsibility for enforcement of all matters relating to public health, safety, and welfare. The State will retain primary responsibility insofar as wildlife law enforcement is concerned.
12. MODIFICATION OF AGREEMENT: Minor modification to this agreement may be authorized by letter following consultation between the City and the State.
13. CANCELLATION: This agreement may be cancelled by the State upon thirty (30) days written notice to the City in the event the City permits a use of the premises, or a condition to exist on the premises clearly contrary to the terms of this agreement, and the City fails to correct such use or condition within thirty (30) days following receipt of said written notice.

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this day personally appeared before me RICHARD H. TOYER to me known to be the Mayor of the City of Lake Stevens and the individual who executed the within and foregoing instrument and acknowledge that he signed the same as his free and voluntary act and deed for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this 11th
day of June, 1984.


Notary Public in and for the State of Washington
residing at Salt Spring

14. SURRENDER OF PREMISES: In the event of cancellation of this agreement by either party, as herein provided, and at termination of this agreement, the City shall vacate and deliver the premises in as good or better condition as at time of occupancy, reasonable wear and tear and damage by the elements specifically excepted. Maintenance and other improvements undertaken by the City pursuant hereto shall not be considered damage or degradation to the condition of the premises. Upon cancellation or termination, the City shall have the right for a period of six months from the date of notice of cancellation or termination to remove all facilities they installed not permanently attached to the ground from the premises. Any such facilities not removed by the City at the end of the removal period become the property of the State without further process.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as below subscribed.

THE STATE OF WASHINGTON, THE DEPARTMENT OF GAME

6-14-84 Date Jerry Neal Jerry Neal, Regional Administrator
By Rick Lawrence Rick Lawrence, Assistant Director
7/2/84 Date for

CITY OF LAKE STEVENS

6-11-84 Date By Richard H. Toyer Richard H. Toyer

STATE OF WASHINGTON)
) ss
County of Thurston)

ROBERT DICE

On this day personally appeared before me RICK LAWRENCE, to me known to be the Assistant Director of the Department of Game and the individual who executed the within and foregoing instrument and acknowledge that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of July



Linda L. Duncan
Notary Public in and for the State of Washington
residing at Olympia

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS**
Relating to the Ownership, Funding, Operation, and Maintenance of Wyatt Park

THIS AGREEMENT is made and entered into this day by and between the City of Lake Stevens, hereinafter called “the City,” and Snohomish County, hereinafter referred to as “the County,” as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS, the County desires to divest itself of ownership, management, and financial responsibility for Wyatt Park (as further described below), which is located inside the City; and

WHEREAS, the City has agreed to accept ownership, management, and the financial responsibility for maintaining and operating Wyatt Park from the County, upon certain terms and conditions; and

WHEREAS, Snohomish County has adopted a level of service standard which provides recreational amenities to Snohomish County residents, based upon unincorporated population. Wyatt Park provides amenities, which have counted toward this level of service. Given that this Agreement is not paired with an annexation action which transfers population between jurisdictions, it is the County’s intent to retain level-of-service credit for amenities provided by the Parks up to five (5) years after the execution of this Agreement. The parties agree the continued availability of Wyatt Park to County residents and retention of County level-of-service credit is a benefit to the County and a material consideration to this Agreement.

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title.

- 1.1 On January 1, 2020, Snohomish County shall convey to the City, by warranty deed substantially in the form of Attachment A to this document, by this reference made a part hereof, a fee simple interest in Willard Wyatt Park (aka Davies Beach) (“Wyatt Park” or “Park”), and all structures and improvements therein, located at 20 S. Daviés Rd., in the City of Lake Stevens, consisting of 4.4 acres more or less and more fully described in Attachment B to this document, by this reference made a part hereof. The deed to said property and improvements shall contain all reservations of record known to the County, and such other reservations, covenants, or restrictions as may be acceptable to the City.
- 1.2 The City covenants to operate and maintain Wyatt Park in perpetuity as public open space or as a public parks’ recreational facility. The City further covenants that it will not limit access to Wyatt Park so as to restrict usage by non-City residents and that any and all entrance fees shall be at the same rate for non-City residents as for residents of the City. In this manner Wyatt Park shall be available to County and City residents on the same terms.

2. Responsibility for Operations, Maintenance, Repairs and Improvements.

- 2.1 Upon the transfer of ownership and recording of the deed referred to in section 1.1, the City agrees to accept Wyatt Park in an as is condition, and to assume full ownership and complete responsibility for operations, maintenance, repairs and improvements of said Park. This

responsibility includes, but is not limited to: hiring and control of City personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment. Until the transfer of ownership and recording of the deed referred to in section 1.1, the County agrees to continue to operate, maintain and repair Wyatt Park and park improvements and to operate any previously scheduled recreation programs in Wyatt Park.

3. Revenues From Use.

- 3.1 Revenues from Wyatt Park use and recreational programs prior to the transfer of title and the recording of the deed referred to in section 1.1 above shall accrue to the County. Revenues from park use and recreational programs after the transfer of title and recording of the deed referred to in section 1.1 will accrue to the City.
- 3.2 Snohomish County Parks, Recreation, and Tourism staff will work cooperatively with the City of Lake Stevens to provide program and service information to the City before the transfer of title and recording of the deed referred to in section 1.1 above so that the City has technical and programmatic information available to it in order to prepare for full assumption of responsibility on the date of title transfer and recording of the deed.
- 3.3 Once the deed is recorded the City may issue licenses to third parties and collect fees therefrom for all activities in Wyatt Park, subject to: (a) RCO guidelines as outlined in RCO Long-Term Obligations Manual 7 (Attachment C, incorporated herein by this reference) and any other deed restrictions associated with the Park.
4. The City shall honor County issued Annual Parking and Boat Launch Permits until both parties agree to discontinue. The City may charge a Day Use Fee to users that do not have County issued Annual Parking and Boat Launch Permits.

5. Duration.

This Agreement shall be effective upon signature and authorization by both parties and shall continue in force unless both parties mutually consent in writing to its termination.

6. Indemnification and Hold Harmless.

The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, contractor, licensee, invitee and/or any other persons who may be in, on, around or upon the Parks with the express or implied consent of the City or arising out of or suffered, directly or indirectly, by reason of or in connection with the Parks or the performance of this Agreement, or any act, error, or omission of the City, the City's employees, agents, and subcontractors, whether by negligence or otherwise. The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees related to the City's enforcement or attempted enforcement of Snohomish County Code or County Parks rules or regulations. It is specifically and

expressly understood that the indemnification provided in this Agreement constitutes the City's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The City agrees that this waiver has been mutually negotiated. The County shall hold harmless, indemnify, and defend the City, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement, or any act, error, or omission of the County, the County's employees, agents, and subcontractors, whether by negligence or otherwise. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the County's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The County agrees that this waiver has been mutually negotiated.

7. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- 7.1 Each party to this agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to the site identified in Attachment B.

8. Non-Discrimination.

The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.

9. Audits and Inspections.

In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

10. Waiver and Amendments.

- 10.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.

11. Default.

- 11.1. In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.
- 11.2. In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
- 11.3. Unless otherwise provided herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.
- 11.4. Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the obligations, terms and conditions set forth in this agreement are breached by the other party.

12. Entire Agreement and Modifications.

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though full set forth herein.

13. Administration of Agreement.

- 13.1. The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar day's written notice to the other.
- 13.2. Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the Mayor and the County Director of Parks, Recreation, and Tourism, who shall first attempt to resolve the conflict prior to any administrative or judicial dispute resolution process or civil proceeding is initiated.

IN WITNESS WHEREOF, the parties have executed this agreement.

Snohomish County

City of Lake Stevens

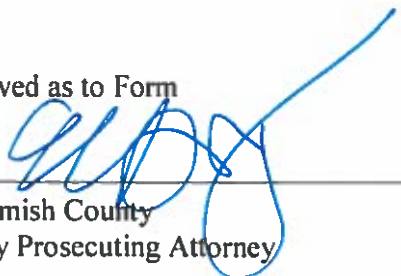
 
Snohomish County Executive
KEN KLEIN
Executive Director


Mayor

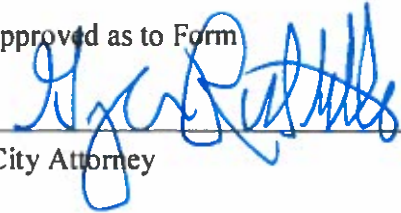
Date 2/19/2020


Date December 18, 2019

Approved as to Form


Snohomish County
Deputy Prosecuting Attorney

Approved as to Form


City Attorney

COUNCIL USE ONLY	
Approved:	<u>2.19.2020</u>
Docfile:	<u>D-3</u>

1 Adopted: 2.19.2020
2 Effective: 2.29.2020
3
4

5 SNOHOMISH COUNTY COUNCIL
6 Snohomish County, Washington
7

8 ORDINANCE NO. 20-004
9

10 APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE
11 INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
12 AND THE CITY OF LAKE STEVENS RELATING TO THE TRANSFER OF
13 COUNTY-OWNED REAL PROPERTY KNOWN AS WYATT PARK
14 TO THE CITY OF LAKE STEVENS
15

16 WHEREAS, Snohomish County ("County") owns real property located within the
17 city limit boundaries of the City of Lake Stevens, located at 10508 Chapel Road, Lake
18 Stevens, Washington known as Wyatt Park.; and
19

20 WHEREAS, The County desires to divest itself all of its ownership, management,
21 and financial responsibility for Wyatt County Park; and
22

23 WHEREAS, the transfer of the County's ownership, management, and financial
24 responsibility also includes the County's interest as Lessor in that certain Lease
25 Agreement between Snohomish County and North Cascade Crew with an initial term that
26 commenced March 14, 2018 and ends March 13, 2028; and
27

28 WHEREAS, the City has agreed to accept the ownership, management, and the
29 financial responsibility for maintaining and operating Wyatt County Park upon transfer
30 from the County to the City in accordance to those certain terms and conditions identified
31 in the Interlocal Agreement; and
32

33 WHEREAS, Snohomish County has adopted a level of service standard which
34 provides recreational amenities to Snohomish County residents, based upon
35 unincorporated population. Wyatt Park provides amenities which have counted toward
36 this level of service. Given that this Interlocal Agreement is not associated with an
37 annexation action which transfers population between jurisdictions, it is the County's
38 intent to retain level of service credit for amenities provided by the Parks up to five years
39 after the execution of this Interlocal Agreement. The County and the City of Lake Stevens
40 agree the continued availability of Wyatt Park to county residents and retention of County
41 level of service credit is a benefit to Snohomish County and a material consideration to
42 this Interlocal Agreement.
43

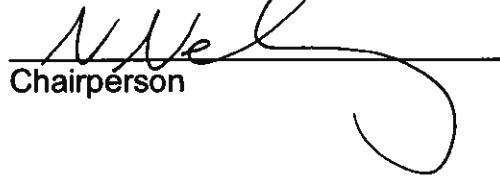
44 NOW, THEREFORE, BE IT ORDAINED:
45

1 Section 1: The Snohomish County Council adopts the foregoing recitals as
2 findings of fact and conclusions as set forth in full herein.
3

4 Section 2: The Snohomish County Council hereby approves and authorizes the
5 Snohomish County Executive, or designee, to sign the Interlocal Agreement between
6 Snohomish County and the City of Lake Stevens for the transfer of county-owned real
7 property known as Wyatt Park to the City of Lake Stevens, a copy of which is attached
8 hereto as Exhibit A.
9

10
11 PASSED this 19th day of FEBRUARY, 2020.
12

13 SNOHOMISH COUNTY COUNCIL
14 Snohomish County, Washington

15 
16
17 Chairperson
18

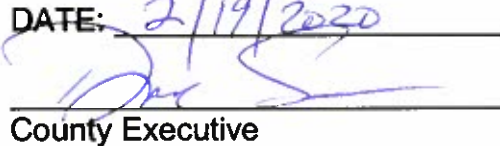
19 ATTEST:

20 
21
22 Clerk of the Council, Asst.
23

24 (☒) APPROVED

25
26 () EMERGENCY

27
28 () VETOED
29

30 DATE: 2/19/2020
31 
32
33 County Executive
34

35
36 ATTEST:

37 
38
39
40

41
42 Approved as to form only:

43 
44
45 Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS**
Relating to the Ownership, Funding, Operation, and Maintenance of Wyatt Park

THIS AGREEMENT is made and entered into this day by and between the City of Lake Stevens, hereinafter called “the City,” and Snohomish County, hereinafter referred to as “the County,” as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS, the County desires to divest itself of ownership, management, and financial responsibility for Wyatt Park (as further described below), which is located inside the City; and

WHEREAS, the City has agreed to accept ownership, management, and the financial responsibility for maintaining and operating Wyatt Park from the County, upon certain terms and conditions; and

WHEREAS, Snohomish County has adopted a level of service standard which provides recreational amenities to Snohomish County residents, based upon unincorporated population. Wyatt Park provides amenities, which have counted toward this level of service. Given that this Agreement is not paired with an annexation action which transfers population between jurisdictions, it is the County’s intent to retain level-of-service credit for amenities provided by the Parks up to five (5) years after the execution of this Agreement. The parties agree the continued availability of Wyatt Park to County residents and retention of County level-of-service credit is a benefit to the County and a material consideration to this Agreement.

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title.

- 1.1 On January 1, 2020, Snohomish County shall convey to the City, by warranty deed substantially in the form of Attachment A to this document, by this reference made a part hereof, a fee simple interest in Willard Wyatt Park (aka Davies Beach) (“Wyatt Park” or “Park”), and all structures and improvements therein, located at 20 S. Davies Rd., in the City of Lake Stevens, consisting of 4.4 acres more or less and more fully described in Attachment B to this document, by this reference made a part hereof. The deed to said property and improvements shall contain all reservations of record known to the County, and such other reservations, covenants, or restrictions as may be acceptable to the City.
- 1.2 The City covenants to operate and maintain Wyatt Park in perpetuity as public open space or as a public parks’ recreational facility. The City further covenants that it will not limit access to Wyatt Park so as to restrict usage by non-City residents and that any and all entrance fees shall be at the same rate for non-City residents as for residents of the City. In this manner Wyatt Park shall be available to County and City residents on the same terms.

2. Responsibility for Operations. Maintenance. Repairs and Improvements.

- 2.1 Upon the transfer of ownership and recording of the deed referred to in section 1.1, the City agrees to accept Wyatt Park in an as is condition, and to assume full ownership and complete responsibility for operations, maintenance, repairs and improvements of said Park. This

responsibility includes, but is not limited to: hiring and control of City personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment. Until the transfer of ownership and recording of the deed referred to in section 1.1, the County agrees to continue to operate, maintain and repair Wyatt Park and park improvements and to operate any previously scheduled recreation programs in Wyatt Park.

3. Revenues From Use.

- 3.1 Revenues from Wyatt Park use and recreational programs prior to the transfer of title and the recording of the deed referred to in section 1.1 above shall accrue to the County. Revenues from park use and recreational programs after the transfer of title and recording of the deed referred to in section 1.1 will accrue to the City.
- 3.2 Snohomish County Parks, Recreation, and Tourism staff will work cooperatively with the City of Lake Stevens to provide program and service information to the City before the transfer of title and recording of the deed referred to in section 1.1 above so that the City has technical and programmatic information available to it in order to prepare for full assumption of responsibility on the date of title transfer and recording of the deed.
- 3.3 Once the deed is recorded the City may issue licenses to third parties and collect fees therefrom for all activities in Wyatt Park, subject to: (a) RCO guidelines as outlined in RCO Long-Term Obligations Manual 7 (Attachment C, incorporated herein by this reference) and any other deed restrictions associated with the Park.

- 4. The City shall honor County issued Annual Parking and Boat Launch Permits until both parties agree to discontinue. The City may charge a Day Use Fee to users that do not have County issued Annual Parking and Boat Launch Permits.

5. Duration.

This Agreement shall be effective upon signature and authorization by both parties and shall continue in force unless both parties mutually consent in writing to its termination.

6. Indemnification and Hold Harmless.

The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, contractor, licensee, invitee and/or any other persons who may be in, on, around or upon the Parks with the express or implied consent of the City or arising out of or suffered, directly or indirectly, by reason of or in connection with the Parks or the performance of this Agreement, or any act, error, or omission of the City, the City's employees, agents, and subcontractors, whether by negligence or otherwise. The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees related to the City's enforcement or attempted enforcement of Snohomish County Code or County Parks rules or regulations. It is specifically and

expressly understood that the indemnification provided in this Agreement constitutes the City's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The City agrees that this waiver has been mutually negotiated. The County shall hold harmless, indemnify, and defend the City, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement, or any act, error, or omission of the County, the County's employees, agents, and subcontractors, whether by negligence or otherwise. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the County's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The County agrees that this waiver has been mutually negotiated.

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In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- 7.1 Each party to this agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to the site identified in Attachment B.

8. Non-Discrimination.

The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.

9. Audits and Inspections.

In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

10. Waiver and Amendments.

- 10.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.

11. Default.

- 11.1. In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.
- 11.2. In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
- 11.3. Unless otherwise provided herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.
- 11.4. Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the obligations, terms and conditions set forth in this agreement are breached by the other party.

12. Entire Agreement and Modifications.

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though full set forth herein.

13. Administration of Agreement.

- 13.1. The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar day's written notice to the other.
- 13.2 Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the Mayor and the County Director of Parks, Recreation, and Tourism, who shall first attempt to resolve the conflict prior to any administrative or judicial dispute resolution process or civil proceeding is initiated.

IN WITNESS WHEREOF, the parties have executed this agreement.

Snohomish County

City of Lake Stevens

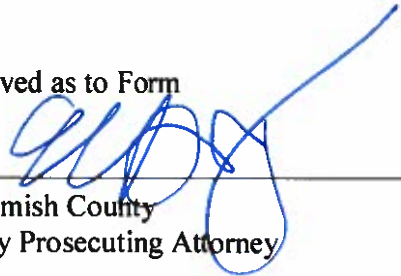

Snohomish County Executive
KEN KLEIN
Executive Director


Mayor

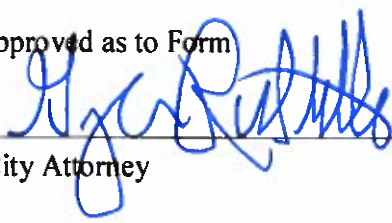
Date 2/19/2020

John Spencer
Date December 18, 2019

Approved as to Form


Snohomish County
Deputy Prosecuting Attorney

Approved as to Form


City Attorney

COUNCIL USE ONLY	
Approved:	<u>2.19.2020</u>
Docfile:	<u>D-3</u>

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

NOTICE OF ENACTMENT

NOTICE IS HEREBY GIVEN, that on February 19, 2020, the Snohomish County Council adopted the following, which shall become effective February 26, 2020:

ORDINANCE NO. 20-004

APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE INTERLOCAL
AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS
RELATING TO THE TRANSFER OF COUNTY-OWNED REAL PROPERTY KNOWN AS
WYATT PARK TO THE CITY OF LAKE STEVENS

WHEREAS, Snohomish County ("County") owns real property located within the city limit boundaries of the City of Lake Stevens, located at 10508 Chapel Road, Lake Stevens, Washington known as Wyatt Park; and

WHEREAS, the County desires to divest itself all of its ownership, management, and financial responsibility for Wyatt County Park; and

WHEREAS, the transfer of the County's ownership, management, and financial responsibility also includes the County's interest as Lessor in that certain Lease Agreement between Snohomish County and North Cascade Crew with an initial term that commenced March 14, 2019 and ends March 13, 2028; and

WHEREAS, the City has agreed to accept ownership, management, and the financial responsibility for maintaining and operating Wyatt County Park upon transfer from the County to the City in accordance to those certain terms and conditions identified in the Interlocal Agreement; and

WHEREAS, Snohomish County has adopted a level of service standard which provides recreational amenities to Snohomish County residents, based upon unincorporated population. Wyatt Park provides amenities which have counted toward this level of service. Given that this Interlocal Agreement is not associated with an annexation action which transfers population between jurisdictions, it is the County's intent to retain level of service credit for amenities provided by the Parks up to five years after the execution of this Interlocal Agreement. The County and the City of Lake Stevens agree the continued availability of Wyatt Park to county residents and retention of County level of service credit is a benefit to Snohomish County and a material consideration to this Interlocal Agreement.

NOW, THEREFORE, BE IT ORDAINED:

Section 1: The Snohomish County Council adopts the foregoing recitals as findings of fact and conclusions as set forth in full herein.

Section 2: The Snohomish County Council hereby approves and authorizes the Snohomish County Executive, or designee, to sign the Interlocal Agreement between Snohomish County and the City of Lake Stevens for the transfer of county-owned real property known as Wyatt Park to the City of Lake Stevens,, a copy of which is attached hereto as Exhibit A.

=====

Where to Get Copies of the Ordinance: Copies of the ordinance and exhibits are available in the Snohomish County Council Office, Robert J. Drewel Building, 8th Floor, 3000 Rockefeller Ave., Everett, WA 98201. Copies may also be requested by calling 425-388-3494, 1-800-562-4367 x3494, TDD # 1-800-877-8339 or by e-mailing Contact.Council@snoco.org.

Website Access: The ordinance can also be accessed through the County Council website at <http://snohomishcountywa.gov/2134/Council-Hearings-Calendar>

Dated this 21st day of February, 2020.



Asst. Clerk of the Council

Publish: February 26, 2020

SUBMIT AFFIDAVIT TO: Council

SUBMIT INVOICE TO: Parks, Recreation & Tourism 104470

CITY COUNCIL STAFF REPORT



Agenda Date: 10/15/2024

Subject: Weir Project Update

Contact Person/Department: Olin Anderson, Public Works

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Presentation

SUMMARY/BACKGROUND:

City Public Works staff in the Surface Water Division will be providing a status update on the weir replacement project. At the July 2nd City Council workshop, staff provided three weir replacement alternatives (fixed berm, automated weir, existing weir). As part of that discussion, the question of authority to operate the weir was raised, and city staff were going to follow up on that question. This discussion is targeted towards an update to that question and proposed next steps.

Historically, Drainage Improvement District 8 (District) installed and operated the weir. Their authority to manage the weir was done under RCW Title 85. When the City assumed the role of the District, this perceived authority was passed onto the City. Replacing the existing weir that was installed by the District, with a new weir designed and constructed by the City, the authority under RCW Title 85 is likely lost. Staff reviewed this situation with legal counsel and determined the replacement of the weir would constitute authority under RCW Title 90. This means the Department of Ecology would determine if the City qualified for a reservoir permit and would delegate the authority to manage the water levels to the City. This process requires a court order that mandates the regulation of the water level on Lake Stevens. The court decision process can likely range from 2 to 30 years.

Given the new information regarding authority to manage the lake level through the

weir, staff are proposing to pivot our focus to the downstream Lower Stevens Creek restoration projects. The weir would continue to be managed as it currently is under the perceived authority as the District. North Lakeshore Drive and the channel where water flows around the weir will be monitored. The benefits of shifting focus to the Lower Stevens Creek restoration projects (Catherine Creek/Hartford culvert replacement, new channel realignment north of Hartford Drive, new crossing at Hartford Drive) are described in the presentation. This plan will continue the motivation towards restoring Lower Stevens Creek while allowing time to develop a plan for how to move forward with the weir.

A presentation will be given at the workshop that speaks to the information learned regarding the authority to manage the lake level and further described the downstream projects.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None