

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.

March 11, 2025 - 6:00 PM

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

Via zoom: Join Meeting: [Zoom Link](#) , Meeting ID:85828880700

Call in at (253) 215-8782, Meeting ID 85828880700, Passcode: 420259

- 1. Call to Order**
- 2. Pledge of Allegiance** Mayor
- 3. Roll Call**
- 4. Approval of Agenda** Council President
- 5. Guest Business**
 - A. Swearing in for Officer Everest Jeffrey Beazizo
 - B. Police Department Awards Jeffrey Beazizo
- 6. Citizen Comments**
- 7. Council Business** Council President
- 8. Mayor's Business**
- 9. City Department Report**
- 10. Consent Agenda**
 - A. 2025 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of February 25, 2025 Caitlin Weaver
 - C. 2025 Scope of Work for AquaTechnex Shannon Farrant
 - D. Contract with Ecology for CCTV and EMP Grant Award Shannon Farrant
- 11. Public Hearing**
 - A. 2025 Comp Plan Docket Ratification David Levitan
- 12. Action Items**

- | | | |
|----|--|--------------------------------|
| A. | Gambling Tax Penalty Waiver Request | Barb Stevens,
Matthew Heist |
| B. | Interlocal Agreement for 131st Ave NE Sewer Extension
Developer Extension Agreement | Kim Klinkers |

13. Discussion Items

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
2025

Payroll Direct Deposits	2/25/2025	\$425,211.39
Payroll Checks	62904	\$3,398.55
Electronic Funds Transfers	ACH	\$271,151.91
Claims	62905-62908, 62910-62994	\$532,431.64
Void Checks	62719	(\$72.00)
Total Vouchers Approved:		\$1,232,121.49

This 11th day of March 2025

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

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

March 11, 2025



City expenditures by type for this voucher packet		
Personnel Costs	\$428,610	35%
Payroll Federal Taxes	\$159,855	13%
Retirement Benefits - Employer	\$91,457	7%
Other Employer Paid Benefits	\$519	0%
Employee Paid Benefits	\$23,837	2%
Supplies	\$25,931	2%
Professional Services	\$228,429	19%
Refunds	\$558	0%
Capital *	\$82,518	7%
Debt Payments	\$190,479	15%
Void Checks	-\$72	0%
Total	\$1,232,121	100%

Large Purchases *

- * LS Council Chambers & Infrastructure \$27,761
- * 117th Ave NE Sidewalk Project \$17,937
- * Bundle -VR - Taser 10 Add-on Bundle with Tap \$10,939
- * PD Vehicle Lease Taxes/Fees 02-2025 \$16,613

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 02/21/2025 - 03/06/2025

Total for Period
\$803,583.55

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-45883	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor - C Valvick	62910	\$1,970.69
911 Supply Inc	INV-2-45995	001 008 521 50 30 02	LE-Fleet Minor Equipment	ENTRY HALLIGAN TOOL	62910	\$424.76
					62910 Total	\$2,395.45
Ace Hardware	80697/7	001 010 576 80 31 04	PK-Vandalism Supplies	Concrete Paint Primer	62911	\$8.73
Ace Hardware	80697/7	001 010 576 80 31 04	PK-Vandalism Supplies	Paint for Tree Cover Up	62911	\$9.83
Ace Hardware	80697/7	001 010 576 80 31 05	PK-R&M Supplies	Sealant Gutters Davies	62911	\$41.52
Ace Hardware	80700/7	001 010 576 80 31 05	PK-R&M Supplies	FASTENERS for ERCG	62911	\$43.50
Ace Hardware	80709/7	101 016 542 66 31 00	ST-Snow & Ice - Sply	HOME/GARDEN POLY SPRAYER	62911	\$39.33
Ace Hardware	80709/7	101 016 542 66 31 00	ST-Snow & Ice - Sply	VINYL TUBING	62911	\$9.20
Ace Hardware	80711/7	001 010 576 80 31 05	PK-R&M Supplies	Fasteners/Rigid Straps - NCBLRR & ERCG Repair Work	62911	\$5.65
Ace Hardware	80726/7	001 010 576 80 31 05	PK-R&M Supplies	BALL VALVE FOR LUNDEEN MENS SINK	62911	\$13.92
Ace Hardware	80747/7	001 008 521 20 31 00	LE-Office Supplies	KEY SCHLAGE	62911	\$8.49
					62911 Total	\$180.17
Alexander Printing Co Inc	87860	001 010 576 80 42 01	PK-Advertising Services	Reprint Event Posters	62912	\$67.83
					62912 Total	\$67.83
Amazon Capital Services	1114-JWGY-WJNW	001 010 576 80 31 00	PK-Operating Supplies	Fully Coated Double Dipped Latex Work Gloves	62913	\$15.67
Amazon Capital Services	1114-JWGY-WJNW	001 010 576 80 31 00	PK-Operating Supplies	Mister Rui Paint Scrapers	62913	\$20.53
Amazon Capital Services	1114-JWGY-WJNW	001 010 576 80 31 00	PK-Operating Supplies	MUD Safety Works Mud H2O Glove	62913	\$10.56
Amazon Capital Services	1114-JWGY-WJNW	001 010 576 80 31 00	PK-Operating Supplies	Romeda Utility Knife Blades	62913	\$6.55
Amazon Capital Services	14GC-FPDH-DYTH	510 006 594 18 64 00	Capital - Purch Computer Equip	USB C to HDMI Cable	62913	\$87.24
Amazon Capital Services	14R1-G9JW-L3N7	001 010 576 80 31 03	PK- Equipment & Tools	5-Piece Locking Pliers Set	62913	\$20.09
Amazon Capital Services	14R1-G9JW-L3N7	001 010 576 80 31 03	PK- Equipment & Tools	Impact Socket Adapter Set	62913	\$34.44
Amazon Capital Services	14R1-G9JW-L3N7	001 010 576 80 31 05	PK-R&M Supplies	Synthetic Grass Adhesive	62913	\$23.72
Amazon Capital Services	161T-W7HV-KW1L	001 008 521 20 31 00	LE-Office Supplies	Indoor Telescoping Flag Pole with Base and Ball Top	62913	\$244.82
Amazon Capital Services	161T-W7HV-KW1L	001 008 521 20 31 00	LE-Office Supplies	Large Gold Flag Spreader for Indoor Balcony Flag	62913	\$79.78
Amazon Capital Services	161T-W7HV-KW1L	001 008 521 20 31 00	LE-Office Supplies	Self Locking Plastic Bags	62913	\$4.47
Amazon Capital Services	16NV-QX73-G37W	001 006 518 80 31 00	IT- Operating Supplies	Cable Matters Unidirectional DisplayPort to HDMI Cable 6ft	62913	\$20.55
Amazon Capital Services	19LN-FMHT-3DXX	001 013 518 20 31 00	GG-Operating Costs	Copy Paper	62913	\$54.64
Amazon Capital Services	19LN-FMHT-3DXX	001 003 514 20 31 00	CC- Operating Supplies	Flash Drive Memory Sticks - B Tallman	62913	\$24.04
Amazon Capital Services	19LN-FMHT-3DXX	001 013 518 20 31 00	GG-Operating Costs	Laminating Pouches	62913	\$17.85
Amazon Capital Services	19LN-FMHT-3DXX	001 013 518 20 31 00	GG-Operating Costs	Wired Earbuds - R Sansaver	62913	\$10.90
Amazon Capital Services	1DW9-DDR1-CNDM	001 008 521 20 31 00	LE-Office Supplies	Anker Flat Plug Power Strip	62913	\$26.22
Amazon Capital Services	1DW9-DDR1-CNDM	001 008 521 20 31 00	LE-Office Supplies	Anker USB C to HDMI Adapter	62913	\$39.32
Amazon Capital Services	1DW9-DDR1-CNDM	001 008 521 20 31 00	LE-Office Supplies	Picture Frame Black 3 Pack	62913	\$28.96
Amazon Capital Services	1FTK-MPGW-9W6K	001 006 518 80 31 00	IT- Operating Supplies	SAMSUNG Console Expansion	62913	\$142.04
Amazon Capital Services	1J3X-PF74-6Y9T	001 010 576 80 31 05	PK-R&M Supplies	RedMax Blower Tube Filters Refund	62913	(\$60.54)
Amazon Capital Services	1KCW-T4DT-K77K	001 010 576 80 31 00	PK-Operating Supplies	iPhone Camera Lens Protector	62913	\$6.54
Amazon Capital Services	1KCW-T4DT-K77K	001 010 576 80 31 00	PK-Operating Supplies	iPhone Screen Protector	62913	\$6.55
Amazon Capital Services	1KX1-C4LQ-Q9C3	001 010 576 80 31 00	PK-Operating Supplies	Black Heavy Duty Trash Can Liners	62913	\$258.05
Amazon Capital Services	1KX1-C4LQ-Q9C3	001 010 576 80 31 00	PK-Operating Supplies	Grade and Survey Stakes	62913	\$25.56
Amazon Capital Services	1KX1-C4LQ-Q9C3	001 010 576 80 31 00	PK-Operating Supplies	Jumbo Toilet Paper Roll White	62913	\$352.18
Amazon Capital Services	1NJW-KFPQ-CCXK	001 008 521 20 31 00	LE-Office Supplies	Certificate Holders	62913	\$18.57
Amazon Capital Services	1NJW-KFPQ-CCXK	001 008 521 20 31 00	LE-Office Supplies	Waterproof Notebooks	62913	\$32.76

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1TVT-Y7J9-6QGR	001 010 576 80 31 05	PK-R&M Supplies	Air Fuel Filters Spark Plug Kit for Stihl	62913	\$30.92
Amazon Capital Services	1VXT-9MPY-PCLH	001 013 518 20 31 00	GG-Operating Costs	Office Supplies for CH	62913	\$113.25
Amazon Capital Services	1YHT-X3F3-N747	001 013 518 20 31 00	GG-Operating Costs	Hand Sanitizer	62913	\$51.68
					62913 Total	\$1,747.91
ARC Architects Inc	1	306 013 594 18 60 00	FC - Municipal Campus GG	LS Council Chambers & Infrastructure	62914	\$27,761.36
					62914 Total	\$27,761.36
Atwell LLC	390082	120 016 595 61 60 04	TBP04: 117th NE - 20th to 26th	117th Ave NE Sidewalk Project	62915	\$17,936.85
					62915 Total	\$17,936.85
Axon Enterprise Inc	INUS313064	520 008 594 21 70 01	Taser - Installment Purch	BUNDLE - TASER 10	62916	\$34,605.38
Axon Enterprise Inc	INUS313362	520 008 594 21 63 04	LE - Body Worn Cameras	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	62916	\$10,939.40
Axon Enterprise Inc	INUS324730	001 008 521 20 31 11	LE - Body Worn Camera Program	Axon Pro License Bundle	62916	\$3,568.57
Axon Enterprise Inc	INUS324806	520 008 594 21 70 01	Taser - Installment Purch	BUNDLE - TASER 10	62916	\$5,681.66
					62916 Total	\$54,795.01
Brazel	031825 BRAZEL	001 002 513 11 49 00	AD-Staff Development	WCMA Conf Meal PerDiem - Brazel	62917	\$86.00
					62917 Total	\$86.00
Brummett Inc	22130	001 008 521 20 31 02	LE-Minor Equipment	Graved Engraving Acrylic Plate	62918	\$159.36
					62918 Total	\$159.36
Canon Financial Services Inc	38386197	001 010 576 80 48 00	PK-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	62919	\$11.42
Canon Financial Services Inc	38386197	101 016 542 30 48 00	ST-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	62919	\$11.41
Canon Financial Services Inc	38386197	410 016 531 10 48 00	SW - Repairs & Maintenance	QNN08471 Copier Lease PW Upstairs	62919	\$11.41
					62919 Total	\$34.24
CDW Government Inc	AC65T5K	510 006 594 18 64 00	Capital - Purch Computer Equip	MS SURFACE DOCK 2	62920	\$437.66
CDW Government Inc	AC7KA3R	001 006 518 80 31 00	IT- Operating Supplies	LOGITECH M650 L WRLS MOUSE F/BUS	62920	\$121.29
CDW Government Inc	AC7KA3R	001 006 518 80 31 00	IT- Operating Supplies	LOGITECH MK650 COMBO F/BUS GRAPHITE	62920	\$212.28
CDW Government Inc	AC7U87U	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	MS EA COPILOT STUDIO GCC SUB	62920	\$701.71
CDW Government Inc	AC82P5X	001 003 514 20 31 00	CC- Operating Supplies	Microsoft Surface Power Supplies (2)	62920	\$161.33
CDW Government Inc	AC8XE1H	001 004 514 23 31 00	FI- Operating Supplies	APPLE PENCIL 2ND GENERATION REFUND	62920	(\$130.42)
					62920 Total	\$1,503.85
Cetrix Technologies LLC	CX#10093	001 008 521 20 31 06	LE - Uniform Clothing	Blue Nitrile Exam Gloves	62921	\$601.16
					62921 Total	\$601.16
Chicago Title Company of Washington	500157164-1	306 013 594 18 60 00	FC - Municipal Campus GG	Title Report for CH Project	62922	\$384.65
					62922 Total	\$384.65
City of Snohomish	INV22173	001 001 511 60 49 02	Legislative - C.C.Retreat	2025 City Council Spring Retreat Hall Rental	62923	\$825.00
					62923 Total	\$825.00
Connolly	031025 CONNOLLY	101 016 542 30 49 01	ST-Staff Development	NWPWI Public Works Essentials Mileage PerDiem - B Connolly	62924	\$135.52
					62924 Total	\$135.52
Creation Organics LLC	4562	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Throw and Go Professional for Spills	62925	\$2,261.34
					62925 Total	\$2,261.34
Daigle Law Group LLC	INV-1269	001 008 521 40 49 01	LE- Staff Development	Supervisor & Command Training	62926	\$3,375.00
					62926 Total	\$3,375.00
Dept of Licensing	022225 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/16/25 - 02/22/25	62927	\$198.00
Dept of Licensing	030125 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/23/25 - 03/01/25	62927	\$258.00
					62927 Total	\$456.00
Dept of Retirement (Deferred Comp)	2252025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$10,184.81
					EFT Total	\$10,184.81

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dept of Retirement PERS LEOFF	2252025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$91,257.87
Dept of Retirement PERS LEOFF	2252025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$199.57
					EFT Total	\$91,457.44
DH Pace Company Inc	ACR/280-47634	001 012 575 50 48 00	CS- The Mill - R & M	Panel Replacement in The Mill	62928	\$3,548.97
					62928 Total	\$3,548.97
EFTPS	2252025	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$159,854.54
					EFT Total	\$159,854.54
Electronic Business Machines	AR298437	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	62929	\$63.65
Electronic Business Machines	AR298437	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	62929	\$63.66
Electronic Business Machines	AR298437	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	62929	\$63.65
					62929 Total	\$190.96
Elite Securities Inc	41116	001 008 521 20 31 02	LE-Minor Equipment	Indicator Deadbolt/Schlage Passage Lever	62930	\$472.18
					62930 Total	\$472.18
Enterprise FM Trust	0604558-020625	530 016 594 48 70 00	Capital Lease Principal	City Vehicle Lease/Mgmt/Tax Fees	62931	\$11,172.92
Enterprise FM Trust	633992-020625	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Lease Taxes/Fees 02-2025	62931	\$16,612.76
Enterprise FM Trust	633992-020625	520 008 591 21 70 00	LE - Lease Agreements	PD Vehicle Leases 02-2025	62931	\$6,970.29
Enterprise FM Trust	633992-020625	001 008 521 20 48 00	LE-Repair & Maintenance Equip	PD Vehicle Monthly Maint 02-2025	62931	\$251.35
					62931 Total	\$35,007.32
Estrada	BLD2025-0004	003 000 322 10 00 00	Building Permits	BLD2025-0004 Building Permit Refund	62932	\$95.00
Estrada	BLD2025-0004	003 000 322 10 00 00	Building Permits	BLD2025-0004 Building Plan Review Refund	62932	\$61.75
Estrada	BLD2025-0004	510 000 341 81 00 00	Technology Fee	BLD2025-0004 Technology Fee Refund	62932	\$2.85
					62932 Total	\$159.60
Ewing	051125 EWING	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly In Flight Reimbursement - Ewing	62933	\$869.56
					62933 Total	\$869.56
Feldman & Lee PS	2025 LKS-SSP-02	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Service OPD Program 02-2025	62934	\$900.00
Feldman & Lee PS	2025 LKS-SSP-02	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service Program 02-2025	62934	\$460.00
Feldman & Lee PS	2025 LKS-SSP-02	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services OPD Program 02-2025	62934	\$600.00
					62934 Total	\$1,960.00
Fernando	BLD2025-0007	003 000 322 10 00 00	Building Permits	BLD2025-0007 Building Permit Refund	62935	\$113.00
Fernando	BLD2025-0007	003 000 322 10 00 00	Building Permits	BLD2025-0007 Building Plan Review Refund	62935	\$73.45
Fernando	BLD2025-0007	510 000 341 81 00 00	Technology Fee	BLD2025-0007 Technology Fee Refund	62935	\$3.39
					62935 Total	\$189.84
Gardner	973	520 008 594 21 63 00	Vehicles - Capital Equip	Equipment Install Chev 1500 truck Admin Vehicle	62936	\$2,063.40
					62936 Total	\$2,063.40
Glass By Lund Inc	74198	001 010 576 80 31 05	PK-R&M Supplies	Insulated Glass for NC Park Womens RR	62937	\$131.16
					62937 Total	\$131.16
Grainger	9390511658	101 016 544 90 31 02	ST-Operating Cost	RECHARGEABLE WORKLIGHT	62938	\$86.83
					62938 Total	\$86.83
Granite Construction Supply	105728	101 016 542 66 31 00	ST-Snow & Ice - Sply	SIGN DE-ICING IN PROGRESS STAY BACK 200 FEET	62939	\$54.95
Granite Construction Supply	105729	101 016 544 90 31 02	ST-Operating Cost	CONSTRUCTION SURVEY ZIP-UP LIME VEST LARGE	62939	\$74.73
Granite Construction Supply	105729	101 016 544 90 31 02	ST-Operating Cost	NEBO SLIM USB RECHARGEABLE POCKET LIGHT	62939	\$33.30
Granite Construction Supply	105737	101 016 542 66 31 00	ST-Snow & Ice - Sply	SIGN STAY BACK 50 FEET	62939	\$247.28
					62939 Total	\$410.26
Halverson	011825 AARON	101 016 542 30 49 01	ST-Staff Development	WCMA Conf Meal PerDiem - A Halverson	62940	\$43.00
Halverson	011825 AARON	410 016 531 10 49 01	SW - Staff Development	WCMA Conf Meal PerDiem - A Halverson	62940	\$43.00
					62940 Total	\$86.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Honey Bucket	554694577	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Eagle Ridge	62941	\$156.20
Honey Bucket	554702603	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	62941	(\$22.46)
Honey Bucket	554704084	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	62941	\$182.05
Honey Bucket	554709057	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	62941	\$290.95
Honey Bucket	554715290	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Heights	62941	\$257.40
					62941 Total	\$864.14
HSA Bank	2252025	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	62905	\$200.00
					62905 Total	\$200.00
Industrial Bolt and Supply Inc	868870-1	101 016 544 90 31 02	ST-Operating Cost	Auto Fuses/Bumper Clips/Serrated Tek/Washers	62942	\$41.49
Industrial Bolt and Supply Inc	868870-1	410 016 531 10 31 02	SW - Operating Costs	Auto Fuses/Bumper Clips/Serrated Tek/Washers	62942	\$41.49
					62942 Total	\$82.98
Kimley Horn and Associates Inc	30483415	304 016 595 30 60 06	R2- 20th & Main (Rd Impvmnts)	Main Street RAB	62943	\$1,316.24
					62943 Total	\$1,316.24
Lake Stevens Police Guild	2252025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	62906	\$1,447.00
					62906 Total	\$1,447.00
LEIRA	4608	001 008 521 20 49 00	LE-Dues & Memberships	LEIRA Membership Renewal - B Ryan	62944	\$50.00
LEIRA	4698	001 008 521 20 49 00	LE-Dues & Memberships	LEIRA Membership Renewal - C Byram	62944	\$50.00
					62944 Total	\$100.00
McNabb	031025 MCNABB	101 016 542 30 49 01	ST-Staff Development	NWPWI 1 Meal PerDiem - B McNabb	62945	\$144.00
					62945 Total	\$144.00
Meis	032525 MEIS	001 010 576 80 49 01	PK-Staff Development	NWPWI Project Mgmt for PW Meal PerDiem - J Meis	62946	\$78.00
Meis	032525 MEIS	001 010 576 80 49 01	PK-Staff Development	NWPWI Project Mgmt for PW Mileage PerDiem - J Meis	62946	\$110.60
					62946 Total	\$188.60
MissionSquare - 108991	6366524	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	62907	\$519.26
					62907 Total	\$519.26
MissionSquare - 307428	6887304	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	62908	\$2,349.85
					62908 Total	\$2,349.85
Monroe Correctional Complex	MCC2502.0022	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 01-2025	62947	\$303.54
Monroe Correctional Complex	MCC2502.0022	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 01-2025	62947	\$254.35
					62947 Total	\$557.89
Nationwide Retirement Solution	2252025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$8,565.04
					EFT Total	\$8,565.04
NPR Commercial Construction Inc	6644	101 016 542 30 41 02	ST-Professional Service	Repair Black Chain Link Lundeen Parkway	62948	\$1,639.50
NPR Commercial Construction Inc	6645	101 016 542 30 41 02	ST-Professional Service	Repair Chain Link Fence Market Place	62948	\$4,290.03
					62948 Total	\$5,929.53
Office of the State Treasurer	02-2025 STATE	633 000 589 30 00 03	State Building Permit Remit	Bulding Code Remittance 02-2025	62949	\$399.00
Office of the State Treasurer	02-2025 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 02-2025	62949	\$12,227.19
					62949 Total	\$12,626.19
Ogden Murphy Wallace PLLC	903427	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 01-2025	62950	\$26,218.60
Ogden Murphy Wallace PLLC	903427	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 01-2025 PRR	62950	\$3,808.10
Ogden Murphy Wallace PLLC	903427	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 01-2025 Sewer	62950	\$17,040.05
					62950 Total	\$47,066.75
Pace Engineers Inc	94212	304 016 594 31 60 01	R2 - FC114 - Machias Sewer Inf	Machias Lift Station	62951	\$843.00
					62951 Total	\$843.00
Petershagen	051025 GARY	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly In Flight Reimbursement - G Petershagen	62952	\$796.60
					62952 Total	\$796.60

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Pitney Bowes Bank Inc	02-2025 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	62953	\$140.34
Pitney Bowes Bank Inc	02-2025 POSTAGE	001 010 576 80 42 00	PK-Communication	Postage	62953	\$0.84
Pitney Bowes Bank Inc	02-2025 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	62953	\$259.82
					62953 Total	\$401.00
Price	022725 PRICE	001 000 341 81 00 01	Duplicating Srv - PRR	PRR25-0005 Copies Refund Overpayment	62954	\$2.24
					62954 Total	\$2.24
Raught	BLD2025-0030	003 000 322 10 00 00	Building Permits	BLD2025-0030 Building Permit Refund	62955	\$200.00
Raught	BLD2025-0030	510 000 341 81 00 00	Technology Fee	BLD2025-0030 Technology Fee Refund	62955	\$6.00
					62955 Total	\$206.00
Roth	021025 ROTH	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	Coffee for Participants Day 1 Basic Training	62956	\$45.72
Roth	021025 ROTH	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	Coffee for Participants Day 2 Basic Training Afternoon	62956	\$21.86
Roth	021025 ROTH	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	Coffee for Participants Day 2 Basic Training Morning	62956	\$21.86
Roth	021025 ROTH	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	Coffee for Participants Day 3 Basic Training	62956	\$21.86
Roth	021025 ROTH	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	Snack for Participants of CERT Basic Training	62956	\$108.51
Roth	021025 ROTH	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	Snacks for Participants of CERT Basic Training Day 3	62956	\$34.47
					62956 Total	\$254.28
San Diego Police Equipment Co Inc	664497	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ammo PO #1955	62957	\$3,581.38
					62957 Total	\$3,581.38
SavATree LLC	15647098	410 016 531 10 41 00	SW - Prof Serv - Tree	Tree Removal Services 99th Ave NE	62958	\$4,880.38
					62958 Total	\$4,880.38
Shipman	051025 SHIPMAN	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly In Flight Reimbursement - Shipman	62959	\$1,375.80
					62959 Total	\$1,375.80
Skyline Vinyl and Sign	2010	520 008 594 21 63 00	Vehicles - Capital Equip	2024 Dodge Durango - Full Decal Package	62960	\$3,716.20
					62960 Total	\$3,716.20
Snohomish County 911	8048	001 008 528 00 41 00	LE-SNO911	Dispatch Services	62961	\$34,539.92
					62961 Total	\$34,539.92
Snohomish County Auditor	I-VR-8 2024	001 001 514 90 40 00	Legislative - Voter Reg Fees	LS Portion of Voter Registration	62962	\$55,741.99
					62962 Total	\$55,741.99
Snohomish County Auditor	022025 AUDITOR	304 010 594 76 61 01	R2 - LS Bayview Connector	Recording Fees	62963	\$419.72
					62963 Total	\$419.72
Snohomish County Human Services Dept	I000667263	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	Liquor Excise Tax	62964	\$2,883.84
					62964 Total	\$2,883.84
Snohomish County PUD	100829187	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	62965	\$10.19
Snohomish County PUD	100829187	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	62965	\$1,408.70
Snohomish County PUD	100829187	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	62965	\$221.18
Snohomish County PUD	106380105	005 000 518 20 40 01	Rental Property Utilities	224209403 10519 20th St SE Ste 3A & 3B	62965	\$44.79
Snohomish County PUD	109674855	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	62965	\$98.39
Snohomish County PUD	112958856	101 016 542 63 47 00	ST-Lighting - Utilities	223611120 Traffic Light	62965	\$70.75
Snohomish County PUD	112958857	101 016 542 63 47 00	ST-Lighting - Utilities	223687294 Street Lights	62965	\$46.74
Snohomish County PUD	136073559	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	62965	\$119.13
Snohomish County PUD	139275208	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	62965	\$72.49
Snohomish County PUD	155849018	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric/Water	62965	\$325.17
Snohomish County PUD	159039058	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	62965	\$26.83
					62965 Total	\$2,444.36

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County Treasurer	02-2025 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 02-2025	62966	\$161.79
					62966 Total	\$161.79
Snohomish County Treasurer	FY2025 (1)	001 013 518 20 47 01	GG-Storm Drainage	2025 Real Estate Tax 400 Sunnyside Blvd	62967	\$7,040.88
					62967 Total	\$7,040.88
Snohomish County Treasurer	FY2025 (2)	001 013 518 20 47 01	GG-Storm Drainage	2025 Real Estate Tax NGPA Grade Rd/36th Street	62968	\$23.50
					62968 Total	\$23.50
Sound Publishing Inc	EDH1008567	001 007 558 50 41 03	PL-Advertising	Interm Ord 1192 Code Update	62969	\$134.40
					62969 Total	\$134.40
Sound Security Inc	1149532	001 013 518 20 41 00	GG-Professional Service	Annual Confidence Testing Cancellation Fee	62970	\$306.48
Sound Security Inc	1149534	101 016 542 30 41 02	ST-Professional Service	Annual Confidence Testing PW Shop Cancellation Fee	62970	\$153.24
Sound Security Inc	1149534	410 016 531 10 41 01	SW - Professional Services	Annual Confidence Testing PW Shop Cancellation Fee	62970	\$153.24
					62970 Total	\$612.96
Sprague Pest Solutions	5713506	001 013 518 20 41 00	GG-Professional Service	Pest Control - VIC	62971	\$105.20
					62971 Total	\$105.20
T Mobile USA Inc	9595862393	001 008 521 20 41 01	LE-Professional Serv-Fixed	GPS Locate	62972	\$115.00
T Mobile USA Inc	9595862393	001 008 521 20 41 01	LE-Professional Serv-Fixed	Timing Advance	62972	\$50.00
					62972 Total	\$165.00
The Daily Herald	2025 HERALD	001 013 518 20 31 00	GG-Operating Costs	2025 Annual Subscription for The Herald	62973	\$350.88
					62973 Total	\$350.88
TransUnion Risk and Alternative Data Solutions Inc	4016011-202502-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	62974	\$163.96
					62974 Total	\$163.96
Trevor Justin Government Relations	28	001 013 511 70 40 00	Lobbying Services	Lobbying Services 02-2025	62975	\$5,000.00
					62975 Total	\$5,000.00
Trueheart Family Counseling	1975	001 005 517 90 41 00	HR-Wellness Program Services	Mental Health Counseling Services	62976	\$1,000.00
Trueheart Family Counseling	1975	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	Mental Health Counseling Services	62976	\$2,000.00
					62976 Total	\$3,000.00
ULINE	189115984	001 008 521 20 31 06	LE - Uniform Clothing	HANDGUN EVIDENCE BOX	62977	\$402.04
					62977 Total	\$402.04
UPS	0000074Y42075	001 008 521 20 42 00	LE-Communication	Evidence Shipping	62978	\$14.30
UPS	0000074Y42095	001 008 521 20 42 00	LE-Communication	Evidence Shipping	62978	\$17.13
					62978 Total	\$31.43
US Bank St Paul	2808482	214 008 592 21 83 00	2019A-1 LTGO Interest Pymt PD	LAKSLTGO19A1 Interest	62979	\$120,425.00
US Bank St Paul	2808487	214 008 592 21 83 01	2019A-2 LTGO Interest Pmt PD	LAKSLTGO19A2 Interest	62979	\$11,623.50
					62979 Total	\$132,048.50
US Postal Service	2025 PO BOX	001 013 518 20 41 00	GG-Professional Service	2024 Post Office Box Rental Fee	62980	\$360.00
					62980 Total	\$360.00
Volunteers of America	INV013125-4195	001 012 565 10 49 00	CS- Human Services	Rental Assistance & Operating Expenses	62981	\$6,637.31
					62981 Total	\$6,637.31
WA State Parks & Recreation Commission	022025 WSPRC	001 008 521 40 49 01	LE- Staff Development	Boater Education Card - A Hogan	62982	\$10.00
					62982 Total	\$10.00
Warrington	031825 ANYA	001 005 518 10 49 01	HR-Staff Development	WCMA Conf Meal PerDiem - Warrington	62983	\$86.00
					62983 Total	\$86.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Washington Alarm Inc	645329	005 000 518 20 40 02	Rental Property Services	Fire Alarm Monitoring 10515 20th St SE 03-2025	62984	\$49.19
Washington Alarm Inc	645330	005 000 518 20 40 02	Rental Property Services	Elevator Monitoring 10515 20th St SE 03-2025	62984	\$27.33
Washington Alarm Inc	645331	005 000 518 20 40 02	Rental Property Services	Fire Alarm Monitoring 10519 20th St SE 03-2025	62984	\$49.19
					62984 Total	\$125.71
Washington Dept of Health	HANDLER 2025	001 008 521 20 49 00	LE-Dues & Memberships	Drug Dog Handlers K9 Registration	62985	\$55.00
					62985 Total	\$55.00
Washington State Support Registry	2252025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$1,090.08
					EFT Total	\$1,090.08
Watson	1004	001 008 554 30 41 00	LE-Animal Control	Vet Pathology Services	62986	\$1,467.45
					62986 Total	\$1,467.45
West Coast Code Consultants Inc	2025-613-JAN	001 007 558 50 41 04	Permit Related Professional Sr	Building Inspection Services 01-2025	62987	\$1,435.90
					62987 Total	\$1,435.90
Wetland Training Institute Inc	12410	410 016 531 10 49 01	SW - Staff Development	Basic Wetland Delineation Refresher - O Anderson	62988	\$650.00
					62988 Total	\$650.00
WEX Bank	103082710	001 008 521 20 32 00	LE-Fuel	Fuel	62989	\$8,727.51
					62989 Total	\$8,727.51
WR Lake Stevens LLC	02-2025 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles	62990	\$700.00
					62990 Total	\$700.00
Wright	021825 WRIGHT	001 007 558 50 49 01	PL-Staff Development	AWC Action Days Meal PerDiem - R Wright	62991	\$72.00
Wright	021825 WRIGHT	001 007 558 50 49 01	PL-Staff Development	AWC Action Days Mileage PerDiem - R Wright	62991	\$119.00
Wright	031825 WRIGHT	001 007 558 50 49 01	PL-Staff Development	WCMA Conf Meal PerDiem - R Wright	62991	\$43.00
Wright	031825 WRIGHT	001 007 559 30 49 01	PB-Staff Development	WCMA Conf Meal PerDiem - R Wright	62991	\$43.00
					62991 Total	\$277.00
Zachor Stock & Krepps Inc PS	25-LKS-0002	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services Rendered - February 2025	62992	\$16,572.32
					62992 Total	\$16,572.32
Zelenock	020825 ZELENOCK	001 008 521 20 31 06	LE - Uniform Clothing	Boots Reimbursement - B Zelenock	62993	\$240.46
					62993 Total	\$240.46
ZiPLY Fiber	02-2025 ZIPLY	005 000 518 20 40 01	Rental Property Utilities	Telephone Services 10515 20th St	62994	\$126.12
ZiPLY Fiber	02-2025 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	62994	\$203.06
ZiPLY Fiber	02-2025 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	62994	\$155.34
					62994 Total	\$484.52

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES

February 25, 2025, 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. Council President Ryan Donoghue

ELECTED OFFICIALS PRESENT: Council President Ryan Donoghue, Gary Petershagen, Kim Daughtry, Steve Ewing, Marcus Tageant and Kymm Shipman.

ELECTED OFFICIALS ABSENT: Councilmember Anji Jorstad

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 Councilmember Jorstad.

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Shipman, to excuse Councilmember Jorstad. The motion passed 6-0-0-1.

Approval of Agenda

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Daughtry, to approve the agenda. The motion passed 6-0-0-1.

Citizen Comments

There were no citizen comments.

City Department Report

PRA Update

Deputy City Clerk Weaver, City Attorneys Greg Rubstello and Andrew Tsoming updated Council on Nissen affidavits. Discussion occurred.

Private Stormwater Maintenance Program

Taylor Pesce shared a presentation on the private stormwater maintenance program. Discussion occurred.

Public Works Department Report

Director Halverson provided a report with updated information on the draft ILA extending the sewer main on 131st Ave NE. Discussion occurred.

Consent Agenda

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Shipman, to approve the consent agenda. The motion passed 6-0-0-1.

The consent agenda items were as follows:

- 2025 Vouchers
- City Council Meeting Minutes of February 25, 2025
- Contract Salmonid Basins Plan

Public Hearing**Amended Ordinance 1188-2024 Comp Plan**

Planner Levitan presented information on Ordinance 1188 to Council. The public hearing was opened at 7:54 p.m. The public comment portion of the hearing was opened. No public comments were received. Public comments were closed. Council was given the opportunity to discuss and ask questions of staff. The public hearing was closed at 7:55 p.m.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Shipman, to approved Ordinance 1188. The motion passed 6-0-0-1.

Action Item**Interlocal Agreements for 131st Ave NE Sewer Extension**

City Engineer Klinkers and Director Halverson presented the interlocal agreement for 131st Ave NE sewer extension to council. Discussion occurred.

MOTION. Councilmember Shipman made a motion, seconded by Councilmember Petershagen to table the interlocal agreement until mid-March when it could come back to council for further discussion. The motion passed 6-0-0-1.

Motion to Extend

MOTION. Councilmember Shipman made a motion, seconded by Councilmember Petershagen, to extend the council meeting past 8:00 p.m. to 8:10 p.m. The motion passed 6-0-0-1.

Discussion Items**LakeView Flats Development Agreement**

Planning Manager Schmidt presented on the LakeView Flats development agreement and requested modifications to the building plans related to the agreement. The applicant and owner of LakeView Flats presented their amended plans to council. Discussion occurred.

Adjournment

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Donoghue, to adjourn the meeting. The motion passed 6-0-0-1.

The meeting adjourned at 8:11 p.m.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 3/11/2025

Subject: 2025 Scope of Work for AquaTechnex

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: \$199,361

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to sign the supplemental agreement 05 to amend the 5-year Professional Services Agreement to include the 2025 scope of work in the amount of \$199,361.

SUMMARY/BACKGROUND:

City staff are proposing to continue the aquatic plant treatment program in 2025. This program focuses on invasive plants and nuisance native plants. It is important to note in the annual report (attached to the staff report) that the abundance of native species has increased. This is a good indicator for lake health. These native species also have the potential to grow in dense patches which can impede some of the recreational beneficial uses of the lake. The treatment protocol aims to balance the need between ecological protection and recreational beneficial uses.

The option for alum treatment is included in the 2025 scope of work. The last alum treatment on the Lake was in 2022. In 2022, the City updated the lake management plan as well. The update to the plan shifted the focus from annual alum treatments to treatments every 2 – 4 years based on phosphorus levels in the lake. Staff continue to monitor phosphorus levels in the lake through the monthly water quality monitoring program. Phosphorus levels will be evaluated this summer and the decision for treatment this fall will be made based on the water quality data.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. PSA.Consultant Services-Supplmental 05
2. 2025_AquaTechnex Annual Report

SUPPLEMENTAL AGREEMENT NO. 5
PROFESSIONAL SERVICES AGREEMENT FOR THE CITY OF LAKE STEVENS

This Supplemental Agreement No. 5 is made and entered into on the 11 day of March, 2025, between the City of Lake Stevens, hereinafter called the "City" and AquaTechnex LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into a Contract for the preparation of an application strategy plan and implementation for the treatment of invasive and nuisance aquatic vegetation and phosphorus loading through the application of aluminum sulfate (Alum) on Lake Stevens, hereinafter called the "Project," said Agreement being dated the 25th day of May, 2021; and

WHEREAS, both parties desire to supplement said Agreement and amend the total amount payable for this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Professional Services Agreement dated the 25th day of May 2021, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A-2025, attached hereto and by this reference made part of this Supplemental Agreement No.5.
2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.I Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$199,361 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed \$199,361.00 for the Scope of Services presented in Exhibit A-2025. In no event shall the compensation paid to Consultant under this Agreement exceed \$200,000 annually without the written agreement of the Consultant and the City".

The total amount payable to the Consultant is summarized as follows:

Original Agreement	Not to exceed \$200,000 annually
Supplemental Agreement No. 1	\$93,195.00
Supplemental Agreement No. 2	\$189,060.50
Supplemental Agreement No. 3	\$99, 953.00
Supplemental Agreement No. 4	\$199,143
Supplemental Agreement No. 5	\$199,361

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO.

5 as of the day and year first above written.

CITY OF LAKE STEVENS

AQUA TECHNEX

By: _____
Brett Gailey, Mayor

By: _____

Printed Name & Title

ATTEST/AUTHENTICATED

By: _____
Kelly M. Chelin City Clerk

APPROVED AS TO FORM

By: _____
Greg Rubstello, City Attorney

Proposed scope of work Lake Stevens Eurasian Milfoil/Nuisance weed species/Potential Phosphorus Management Treatment 2021-2025

2025 Project Year

Aquatic Plant Management Tasks

Task One: Pretreatment Public notification

The first step this season will be to perform the required pre-treatment notification for the year's work. A written notice is required to be delivered to all shoreline residents and businesses. We will mail a large postcard with text that is required by Ecology and provide a web site address for additional information.

A list of residential addresses will be provided to the City prior to postcards being sent. Postcards will be mailed to all homeowners who share a common beach parcel. Addresses to be provided by the City.

We will provide notification to all lake residents and properties adjacent to the lake, and users of the lake if affected (public boat ramps, public beaches, and rowing clubs). We will also maintain the project website that will have treatment maps and additional information for lake residents about the products used, the timing of treatments etc. We will share resources with the City of Lake Stevens (sign graphics, website link) to facilitate outreach by City staff as well. Signage will include sturdy staking as appropriate for the type of sign.

Notification signage will be posted at public access areas within 400 feet of the treatment area and at public boat launches and beaches within a quarter of a mile no more than 48 hours prior to treatment. The notification signs will be two by three feet and made of weather resistant material. There will also be an 8 ½ by 11-inch weather resistant map detailing the treatment areas for each chemical used. The map will identify the location(s) of the treatment site(s), identify addresses or parcels that represent the start and end points of the treatment area or provide GPS coordinates that represents the corners of the treatment area polygon or identify a whole waterbody treatment and mark the reader's location. If the permittee applies more than one chemical, it will mark each treated area and appropriate chemical on the map. The sign will include the word "CAUTION" in bold black ink at least 2 inches high and use a font of at least ½ inches for all other text.

Task Two, Survey work

As there has been an expanded interest in managing non-invasive but nuisance aquatic vegetation we would suggest two surveys.

The first would be in May to identify areas where Eurasian Milfoil and Curly Leaf Pondweed is present. These areas will be mapped and used as a basis for targeting a recommended herbicide after submitting survey results and work plan to the City.

The second would be mid to late June to map results from Eurasian Milfoil treatments and map areas that might benefit from treatment for nuisance vegetation. A report would be issued to the City for

consideration prior to treatment. This work will include a BioBase aquatic plant biovolume mapping effort to help determine treatment locations. Maps will be added to the project website.

Task Three, ProcellaCOR and Galleon Herbicide treatment

ProcellaCOR is a very effective herbicide for Eurasian Milfoil. This product has an extremely fast plant concentration factor, it moves into target vegetation rapidly and attaches to bonding sites where the mode of action takes over. It is selective for milfoil and will provide excellent control where applied. ProcellaCOR can be used with no restrictions on the use of water from the treatment area for potable purposes, swimming, boating, waterskiing, or fishing. There is no restriction on the use of water from the treatment area to irrigate turf, and there are short irrigation restrictions when watering ornamental plants. There should be excellent long-term results from this application.

In areas where Curly Leaf Pondweed are present, Galleon Herbicide would be used to target that growth. This is another herbicide with minimal water use restrictions.

Task Four, Nuisance Aquatic Vegetation Control There may be a need to target nuisance aquatic weed growth during the summer. We will present maps of this growth after the late June survey for the City's consideration. If appropriate and approved, we would target this growth with a combination of Diquat and Aquathol Herbicides.

Diquat herbicide has been used effectively in the past to target this growth. American or Large Leaf Pondweed has become an increasing problem in traditional treatment zones as the Diquat has control other species. Aquathol is very effective against pondweed and other species that may be present, we would be increasing the amount of Aquathol used in the treatment zones.

On Lake Stevens the herbicides that are effective on these nuisance species are subject to a fish timing window on the DOE Permit and they cannot be applied until after July 15th. With approval from the City of the map provided suggesting treatment, we would schedule this application after the July 15th date on a Monday, Tuesday, or Wednesday (preferably).

Task Five, Post treatment survey and annual report.

At the end of the summer, a detailed post treatment survey would be performed in all areas targeted during that year's treatment. A report in PDF form will be generated for the City with maps and any additional recommendations for the following year. The annual report will include shapefiles for the surveys and treatment areas.

Phosphorus Mitigation

Aluminum sulfate is generally applied every 2 – 4 years under this. The need for an alum treatment is determine in mid-summer based on total phosphorus levels observed through routine water quality monitoring. An option is presented here for Alum treatments should they be desired.

Aquatic Plant Management, Potential Phosphorus Mitigation Scope and Fees for 2024

Task	Comments	Cost
Task 1, public notification	There may be up to three treatment events targeting different areas of the lake this coming summer. This could require three notices. This includes printing, address matching, postage and record keeping	\$1,300.00
Task 2, Surveys	There is a need for May survey to identify Eurasian Milfoil locations around the lake, a second survey in late June to assess need for Contact Herbicide Treatment and August survey to determine results	\$3,000.00 for May Milfoil/Curly leaf Survey \$5,000.00 for June hydroacoustic biobase survey and report
Task 3, ProcellaCOR or Galleon treatment	ProcellaCOR/Galleon Herbicide treatments are designed based on the size of the treatment area and average water depth, so the mapping work will be used to determine the cost. The survey would be used to provide a report and map of suggested treatment areas not to exceed this budget amount	\$32,000.00 budget based on assumed acres, may be modified up or down based on survey. This is a not to exceed amount
Task 4, Nuisance Aquatic Vegetation Control and lily control Option	This budget would be for use targeting nuisance aquatic vegetation as approved by the City after survey work is performed. This budget would cover. There will be two lily and watershield treatments. Areas will be mapped and targeted with two applications.	\$45,000.00 budget. This is not to exceed amount. Survey will inform on required acres.
Task 5, post treatment survey and year-end report	A post treatment survey will be performed at the end of the summer. The year end report will document all efforts and provide the City with the information necessary to perform Ecology's NPDES permit year end report.	\$3,500.00
Estimated total before sales tax if all steps are necessary		\$84,800.00
Sales Tax at 9%		\$7,632.00
Total Base Project Cost		\$92,432.00
Alum Treatment: Option 1	Application of Aluminum Sulfate to sequester phosphorus if necessary. Apply 40,000 gallons of aluminum sulfate to Lake Stevens. Includes 9% Sales Tax	\$ 98,100.00
Alum Treatment: Option 2	Additional gallons of Aluminum Sulfate at cost of \$1.65 per gallon, to come in 4000-gallon increments. Sales tax at 9% additional.	TBD
Sales Tax at 9%		8,829.00
Total Project Cost + Option 1		\$106,929

Total Contract Cost (including Option 1)		\$199,361.00
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Lake Stevens Aquatic Plant Management, 2024



Prepared for
City of Lake Stevens

Lake Stevens Aquatic Plant Management Year End Report, 2024

Introduction

Lake Stevens has a history of invasive aquatic plants. In the late 2000's, the lake was heavily impacted by Eurasian Milfoil (*Myriophyllum spicatum*). Approximately 250 acres of the littoral zone was completely infested by this noxious weed. The City of Lake Stevens took the proactive step to begin addressing this problem. The City issued an RFP for the development and implementation of a treatment program. The lake was treated by our firm in the summer of 2011 targeting all 250 acres with a systemic herbicide Renovate OTF. This provided excellent results. In the years since annual surveys have located and targeted remaining Eurasian Milfoil plants and the population has been significantly reduced.

During the ensuing years, aquatic plant life native to the region has begun to fill the niche that Eurasian milfoil dominated. Largeleaf pondweed species, such as *Potamogeton amplifolius* and *Potamogeton richardsonii*, are now the dominant species in the lake. While these plants provide good habitat for fish and wildlife, they have begun to impact some of the beneficial uses of the lake. The treatment program has shifted toward targeting this growth in some areas of the lake.

A second invasive aquatic plant was noted in the lake a few years ago. Curly leaf pondweed (*Potamogeton crispus*) was observed for the first time in low densities at a couple locations in the lake. The turion for this plant can last in the substrate for up to seven (7) years. Curly leaf should be proactively managed to get ahead of the turion bank.

An ongoing program of survey and necessary treatment continues this year. This report will summarize the conditions found during this year's treatment and surveys.

Survey methods

Aquatechnex biologists mobilized two mapping teams to Lake Stevens on May 30th to perform the 2024 pretreatment survey.

The mapping teams were equipped with two systems to map plants. The BioBase hydroacoustic mapping system was installed on each of the survey boats. This system records sonar data along planned transects across the littoral areas of the lake. The sonar logs are processed using algorithms to map the location and shape of aquatic plant beds. The system will also map aquatic plant biovolume which is a measure of the height of plant growth within each plant bed.

The team also used Trimble TDC 600 datalogging DGPS receivers with a data dictionary set up to log the location of the species noted in the survey. This data was collected by observation along the transects covering the littoral areas of the lake. The data was then processed and exported to ArcGIS shapefiles and used to create maps of the aquatic plant communities present.

Findings

The lake littoral zone has extensive areas where the native largeleaf pondweed (*Potamogeton amplifolius*) has established as in the last few years. There are other *Potamogeton* species and *Elodea* mixed in as an understory to this plant. Eurasian milfoil was noted in a few more spots than last year, several plants were observed at pioneering levels along the eastern shoreline and in the bay at the northeast corner of the main lake. Curly leaf pondweed continues to be observed as well.

Lake Stevens Aquatic Plant Management Year End Report, 2024

Within the survey area, 53% of the zone supported aquatic plant growth. There are many areas of the littoral zone that are vegetation free. Much of the north shoreline of the lake does not support aquatic plant growth at this point. This is probably due to the hard lake substrates that are naturally present in this area.

Biovolume data is presented and can also be viewed as a “HEAT” map. The HEAT map, figure 1, has a color ramp that shows the percent of the water column filled with vegetation where aquatic plants are present. The bottom of the HEAT ramp is blue and indicates no vegetation present. The top of the HEAT ramp is red and indicates that aquatic vegetation fills the entire water column at those locations. These plant communities can be viewed on the map attached and the statistics are present in the report link.

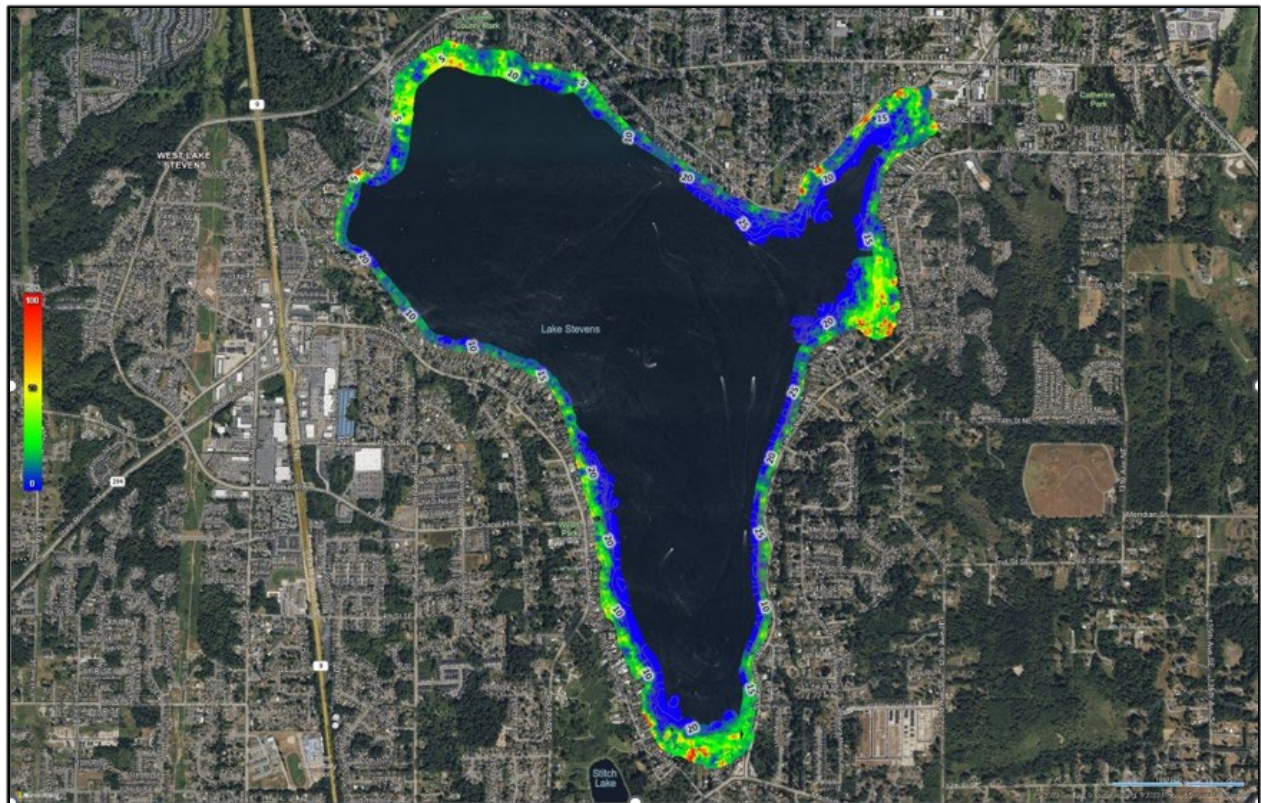


Figure 1: Lake Stevens BioBase Biovolume heat map.

A proposed treatment map has been developed based on the findings of the survey work.

The noxious aquatic weed, Eurasian milfoil, was observed as mapped. We identified 13.56 acres that should be treated for this noxious aquatic weed. ProcellaCOR EC herbicide should be applied to these zones to selectively target and remove the milfoil growth. ProcellaCOR EC herbicide is selective for only Eurasian milfoil and will not place any restriction on water use for potable supply, swimming or fishing. There would be a 24-hour irrigation restriction on drawing water from the treatment area.

Curly leaf pondweed was found in a few locations this summer. There were three targeted locations on the lake, some small location on the northwest side as mapped, a few plants in the City Fire/Police Dock zone and around the public park there and a larger area on the south shore.

Curly Leaf Pondweed has unique growth habit. This hard reproductive structure (figure 2) will form at the tips of the stems and a number of these can be present on one plant.

These fall to the lake sediments in mid to late summer and sprout as new plants in the fall. The new plants overwinter and grow rapidly in the spring when day lengths increase often outcompeting native vegetation. One plant produces several turions which sprout into new plants that produce numbers of turions. One of the keys to control is to target the plant before turion production.



Figure 2: Curly leaf turion that was found near the boat launch.



Figure 3: Curly leaf pondweed from Lake Stevens. These images were collected in the south bay proposed treatment zone.



Legend

- White Water Lily
- Curly Leaf Pondweed
- Eurasian Milfoil
- Deep Native Plants
- Shallow Native Plants

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Lake Stevens 2024 Aquatic Plant Treatment

Lake Stevens Aquatic Plant Management Year End Report, 2024

There are also areas where the Largeleaf Pondweed (figure 4) is present at nuisance conditions. The herbicides used to treat this plant are subject to a fish timing window in the WA DOE permit and cannot be treated until after July 15th.

Treatment Operations

By the time the survey work was completed, we were close to the fish timing window for native aquatic plant treatment. Lake Stevens can be treated with Diquat and Aquathol starting on July 15th.

Our first step in permit compliance was to deliver a 10 day notice to the lake residents adjacent to a treatment area and for a quarter mile in each direction from the treatment zone.



Figure 4: Largeleaf pondweed in Lake Stevens



Figure 5: Treatment crews getting ready to treat Lake Stevens.

As part of the public awareness work, we published an ArcOnline interactive map that can be used by lake residents to determine where treatments will be made in relationship to their homes. This map is viewable at this link:

<https://arcg.is/OSDinW3>

The treatment teams posted the lake shoreline with permit required signage the day prior to treatment. The team then mobilized four treatment and support boats (Figure 5) to get the treatment work done early in the day prior to maximum boat traffic and to limit the impact of treatment work on the lake users.

Milfoil zones were treated with ProcallaCOR EC herbicide. Curly leaf and native aquatic plant zones were

treated with a combination of Diquat and Aquathol herbicides. Areas with White Water Lilies were treated with Clearcast herbicide and an approved aquatic surfactant.

This work was performed on July 17th as the treatment window opened on the lake.

Suggestions for Next Year

Eurasian Milfoil is starting to become more widespread around the lake littoral areas. While densities are low, this plant can rapidly expand. Curly leaf pondweed has been reduced in the lake from two years of targeting. Two surveys are recommended to focus on these two species. A spring survey in Late April or early May should be performed to catch the Curly leaf plants prior to turion production. Treatments for Eurasian milfoil and curly leaf can be performed with herbicides that are not subject to the fish timing windows.

The Fish timing window has been problematic in the past. In accordance with the permit, we can request a modification of the fish timing window from the department of Fish and Wildlife. It may not be granted, but if it is, we could start treating the nuisance pondweed growth a bit earlier in the season.

CITY COUNCIL STAFF REPORT



Agenda Date: 3/11/2025

Subject: Contract with Ecology for CCTV and EMP Grant Award

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: \$775,130.59

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to sign the contract with the Department of Ecology for a grant award in the amount of \$775,130.59 for stormwater CCTV inventory and development of a stormwater enhanced maintenance plan.

SUMMARY/BACKGROUND:

This is a contract with the Department of Ecology for a grant award amount of \$658,861 and a City match of \$116,269.59 for a total project amount of \$775,130.59 to be used through September 2027. This project includes stormwater closed-circuit TV (CCTV) inventory and condition assessment, stormwater pipe cleaning and pollution removal analysis, and a Stormwater Enhanced Maintenance Plan (EMP). The City intends to hire a contractor to complete the stormwater pipe cleaning and CCTV and a consultant to assist with developing an EMP.

The City will complete 30 miles of CCTV and pipe cleaning as part of this project. In 2024, 14 miles of CCTV was completed. This project will continue the project started in 2024 and work towards the City's goal of inventorying and developing a condition assessment for all of the stormwater pipes in the city. This project will also clean all the stormwater pipes inventoried. The result of this work is a comprehensive GIS map that City staff will use to identify and prioritize work orders. The 30 miles of pipes will focus on areas with older infrastructure, locations for future capital projects, and continuing the work started in 2024. Newer neighborhoods and developments where the stormwater infrastructure was replaced or is new is not a priority for this project. Samples from material in catch basins and sweeper material will be taken and analyzed to understand the level of pollution in sediments that gets transferred through the

stormwater system and discharged into receiving water bodies. This data will be used in the EMP development.

The EMP aims to evaluate the current stormwater infrastructure maintenance programs and enhanced or additional maintenance efforts to improve water quality in the city and to receiving water bodies. As part of this project, the City will test the material that is removed through pipe cleaning, catch basin cleaning, and sweeper materials to quantify the amount of pollution removed from the system through maintenance activities. This plan will help identify priority areas to perform maintenance that provide the biggest benefit to receiving water quality as well as identify any additional best management practices for maintenance.

The benefit of this project and the development of the EMP is to identify if additional equipment or practices are needed to best maintain the stormwater infrastructure for an environmental benefit. The development of this plan will open up other state funded grant opportunities in the future to implement the plan.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. WQC-2025-LakStev-00174_FinalAgreement

Agreement No. WQC-2025-LakStev-00174

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF LAKE STEVENS

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

GENERAL INFORMATION

Project Title:	Lake Stevens Stormwater Infrastructure Enhanced Maintenance Plan
Total Cost:	\$775,130.59
Total Eligible Cost:	\$775,130.59
Ecology Share:	\$658,861.00
Recipient Share:	\$116,269.59
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	09/30/2027
Project Type:	Stormwater Activity

Project Short Description:

This project will improve water quality in the City of Lake Stevens by reducing sediment and total suspended solids (TSS) before it can be carried by stormwater into Ebey Slough, Lake Stevens, Catherine Creek, and the Pilchuck River. This project includes development of an Enhanced Maintenance Plan that will include a stormwater pipe inspection tracking system, pipe cleaning, and camera inspections of pipes.

Project Long Description:

Stormwater from the western portion of the RECIPIENT’S municipal stormwater system flows into Ebey Slough, which then flows to Streamboat Slough and Puget Sound. Stormwater in the middle section of the city flows into Lake Stevens. Lake Stevens has an outlet on the east side which drains to Catherine Creek. Stormwater from the southeastern edge of the city flows to Pilchuck River, which flows to Snohomish River and Puget Sound. Ebey Slough provides important habitat for salmonid spawning, rearing, and migration. Catherine Creek and Pilchuck River are

Agreement No: WQC-2025-LakStev-00174

Project Title: Lake Stevens Stormwater Infrastructure Enhanced Maintenance Plan

Recipient Name: City of Lake Stevens

included in the Pilchuck River Temperature and Dissolved Oxygen Total Maximum Daily Load (TMDL) approved by EPA in 2021. Pilchuck River is also core summer salmonid habitat.

In 1994, the RECIPIENT, in cooperation with Snohomish County, took action to reduce algae and cyanobacteria growth in Lake Stevens by installing a hypolimnetic aeration system. In 2013, the RECIPIENT began treating the lake with alum to sequester phosphorus. However, phosphorus inputs from stormwater continue to contribute to seasonal potentially harmful cyanobacteria growth in the lake. Phosphorus loading from sediment can contribute to low dissolved oxygen in lakes and streams because phosphorus promotes the growth of algae and cyanobacteria which consume available oxygen.

The incorporated area of Lake Stevens has grown rapidly in recent years as areas of Snohomish County were annexed. The RECIPIENT'S current stormwater system includes approximately 100 miles of stormwater pipe, 6,000 catch basins, and 13 miles of culverts. The condition of stormwater systems acquired through annexation is largely unknown. Under this agreement, the RECIPIENT will develop an Enhanced Maintenance Plan (EMP) to gain a comprehensive understanding of their current stormwater system and develop a data-driven maintenance and replacement plan to better protect their receiving waterbodies. As part of EMP development, the RECIPIENT will develop a Stormwater Pipe Inspection Tracking System to record field inspection information and collect pipe inspection data. The RECIPIENT will also update their stormwater system inventory and develop a framework to outline how missing and incorrect asset information will be flagged and rectified.

Prior to this agreement, the RECIPIENT cleaned and conducted closed circuit TV (CCTV) camera inspections on 14 miles of conveyance pipes. The RECIPIENT estimates that effort removed approximately 134 tons of legacy sediment and pollutants from the stormwater system. As part of EMP development, the RECIPIENT will utilize the Stormwater Pipe Inspection Tracking System and conduct conveyance line cleaning and CCTV camera inspections to assess the condition of approximately 30 additional miles of piping. The RECIPIENT will target aging pipes and pipes of unknown condition where the city has right-of-way access or existing easements. After completing the stormwater pipe cleaning, the RECIPIENT will estimate the reduction in sediment loads to receiving waters. The RECIPIENT will use the data from the pipe assessment to further develop their improved maintenance program. The EMP will be a living document used to guide future maintenance activities.

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2025-LakStev-00174

Project Title: Lake Stevens Stormwater Infrastructure Enhanced Maintenance Plan

Recipient Name: City of Lake Stevens

RECIPIENT INFORMATION

Organization Name: City of Lake Stevens

Federal Tax ID: 91-6018875

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

Organization Email: bstevens@lakestevenswa.gov

Organization Fax: (425) 622-9397

Contacts

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

ECOLOGY INFORMATION

Mailing Address:

Physical Address:

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

Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Lisa Rodgers PO Box 330316 Shoreline, Washington 98133-9716 Email: liro461@ecy.wa.gov Phone: (425) 229-5512
Financial Manager	Stephanie Herbst Project and Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: sher461@ecy.wa.gov Phone: (360) 628-1911

SCOPE OF WORK

Task Number: 1 Task Cost: \$15,000.00

Task Title: Grant and Loan Administration

Task Description:

- A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.
- B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.
- C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2025-LakStev-00174
Project Title: Lake Stevens Stormwater Infrastructure Enhanced Maintenance Plan
Recipient Name: City of Lake Stevens

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$103,069.00

Task Title: Enhanced Maintenance Plan

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop and submit a draft and final Enhanced Maintenance Plan (EMP) for ECOLOGY review, including an alternatives analysis for ECOLOGY review and comment. Allow 45 calendar days for ECOLOGY review. At a minimum, this plan shall include the following elements:

1. Introduction/Overview

- a. Assessment of waterbodies that receive water from the RECIPIENT's MS4. Include information such as pollutants of concern, TMDLs, beneficial uses, etc. Estimate the amount of pollutants contributed to the system by the RECIPIENT's MS4 and water quality improvement goals for each waterbody.
- b. Explain why the RECIPIENT is choosing to explore enhanced maintenance as a strategy for pollutant reduction, as opposed to other means of improving water quality.
- c. Summarize the differences between the current program and the RECIPIENT's enhanced program.

2. Current Program Description

- a. Current program priorities, goals, and how the RECIPIENT determines where to employ existing maintenance resources.
- b. Estimate of the total cost to implement the existing program. Include labor, training, disposal, equipment maintenance and replacement costs. Note if any costs are currently unfunded.
- c. Any formal/informal method used to determine if the program is meeting the goals described above. If the program is routinely assessed by the RECIPIENT, describe how changes are made to the program.
- d. Current program implementation. Include location and frequency of current pollutant removal and source control efforts, staff training, equipment maintenance, material disposal process, data collection and tracking methods. Quantify the equipment needed to implement the current program.
- e. Estimate of the water quality benefits the current program provides. Show the method used to arrive at this estimate. If insufficient data exists to provide an estimate, identify and describe these gaps.

3. Future Program Description

- a. Describe the methodology for an alternatives analysis, including:
 - i. The priorities/goals of the enhanced maintenance program.
 - ii. A brief description of the alternatives being considered.
 - iii. The criteria used to evaluate alternatives including cost and water quality benefit.
- b. Perform the alternatives analysis. Identify the preferred enhancement alternative(s) and justify selection.
 - i. Estimate the water quality benefits of each alternative and show the method used to arrive at this estimate.
 - ii. Cost estimates should include labor, training, disposal, equipment acquisition, maintenance and replacement costs, and facility improvements. If the program proposes to purchase equipment, analyze rent or lease versus purchase alternatives to determine the most economical approach.
- c. Describe the program's implementation. Identify equipment and facilities needed to realize the program. Include location

Agreement No: WQC-2025-LakStev-00174

Project Title: Lake Stevens Stormwater Infrastructure Enhanced Maintenance Plan

Recipient Name: City of Lake Stevens

and frequency of enhanced maintenance efforts, data collection and analysis methods.

d. Explain how frequently the program will be assessed, and the process for adaptive management of the program to ensure the goals are achieved.

B. The RECIPIENT will respond to ECOLOGY comments on the draft EMP.

Task Goal Statement:

The RECIPIENT will complete the final Enhanced Maintenance Plan and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The RECIPIENT will update the Enhanced Maintenance Plan and operating procedures to fit real-world conditions.

Enhanced Maintenance Plan

Deliverables

Number	Description	Due Date
2.1	Signed and dated consultant contract, if procuring services for Enhanced Maintenance Plan development. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
2.2	Draft Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	
2.3	Responses to ECOLOGY Draft Enhanced Maintenance Plan comments. Upload to EAGL and notify ECOLOGY.	
2.4	ECOLOGY Enhanced Maintenance Plan Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
2.5	Final Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	

Agreement No: WQC-2025-LakStev-00174

Project Title: Lake Stevens Stormwater Infrastructure Enhanced Maintenance Plan

Recipient Name: City of Lake Stevens

SCOPE OF WORK

Task Number: 3

Task Cost: \$10,317.59

Task Title: Stormwater Pipe Inspection Tracking System

Task Description:

Following the ECOLOGY accepted Enhanced Maintenance Plan, the RECIPIENT will:

Develop and use a GIS based tracking application to track and record information on pipe cleaning and inspections. The pipe inspection tracking system will include pipe attributes currently housed in the city's GIS database. The tracking application will record:

1. Pipe flow direction.
2. Which pipes have been inspected.
3. The condition of the pipes.
4. The priority level for pipe maintenance or replacement.
5. Whether illicit connections were found.
6. An estimate of sediment removed.

As part of the Enhanced Maintenance Plan, the RECIPIENT will provide a description of the Stormwater Pipe Inspection Tracking System and the methodology for maintaining the tracking system.

Task Goal Statement:

Develop and use a GIS based tracking application to track and record information on pipe cleaning and inspections.

Task Expected Outcome:

Continued use of the GIS based tracking application to support the enhanced maintenance program.

Stormwater Pipe Inspection Tracking System**Deliverables**

Number	Description	Due Date
3.1	Using quarterly Progress Reports/Payment Requests, report to ECOLOGY the status of the Stormwater Pipe Inspection Tracking System.	
3.2	Prior to Agreement close out, conduct a demonstration to ECOLOGY of the Stormwater Pipe Inspection Tracking System.	

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Project Title: Lake Stevens Stormwater Infrastructure Enhanced Maintenance Plan
Recipient Name: City of Lake Stevens

SCOPE OF WORK

Task Number: 4 Task Cost: \$641,744.00

Task Title: CCTV Inspection, Pipe Cleaning and Disposal

Task Description:

Following the ECOLOGY accepted Enhanced Maintenance Plan, the RECIPIENT will:

- A. Remove sediments and legacy pollutants from approximately 30 miles of the city's MS4 pipes by jetting the pipes with high pressure water, releasing solids removed from the interior of the pipe. The RECIPIENT will pressure wash the water into a downstream structure and collect the material with a vacuor truck. The RECIPIENT will haul the removed sediment to the city's decant station where the liquid is separated from the sediments and sent to a wastewater treatment facility.
- B. Test sediment samples to quantify the amount of pollutants removed and determine presence of metals on EPA's priority list.
- C. Use a closed circuit TV (CCTV) camera to inspect and photograph the interiors of approximately 30 miles of pipes owned and operated by the RECIPIENT. Inspections will focus on pipes located in the city's right-of-way and where RECIPIENT easements and maintenance responsibilities exist.
- D. Track progress using the Pipe Inspection Tracking System in Task 3.
- E. As part of the Enhanced Maintenance Plan, provide a summary of the results of the CCTV inspections and stormwater pipe cleaning conducted prior to and as part of this agreement.
 - 1. Quantify the specific area and number of miles cleaned.
 - 2. Describe any challenges and lessons learned during the activity.
 - 3. Quantify the total amount of sediment removed during the activity.
 - 4. Summarize the condition of the pipes, including the number or miles of pipes identified for maintenance or replacement and the number of illicit connections identified.
 - 5. Analyze the water quality benefits from pipe cleaning efforts.

Task Goal Statement:

Remove sediments and legacy pollutants from and inspect and photograph the interiors of approximately 30 miles of the RECIPIENT's MS4.

Task Expected Outcome:

Removal of sediment and legacy pollutants and inspect approximately 30 miles of the RECIPIENT's MS4.

CCTV Inspection, Pipe Cleaning and Disposal

Deliverables

Number	Description	Due Date
4.1	Signed and dated contract(s) for CCTV Inspection and Stormwater Pipe Cleaning. The contract(s) must include ECOLOGY’s standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
4.2	Waste disposal agreements. Upload to EAGL and notify ECOLOGY.	
4.3	Updated CCTV Inspection and Stormwater Pipe Cleaning Schedule. Upload to EAGL and notify ECOLOGY.	
4.4	Using quarterly Progress Reports/Payment Requests, report to ECOLOGY miles of cleaning and inspections and number of illicit connections identified.	

SCOPE OF WORK

Task Number: 5

Task Cost: \$5,000.00

Task Title: Project Close Out

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:
Timely and complete submittal of O&M plan, Recipient Closeout Report, and Outcomes Summary.

Project Close Out
Deliverables

Number	Description	Due Date
5.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG250375

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

Funding Title: SFAP
Funding Effective Date: 07/01/2024

Funding Type: Grant
Funding Expiration Date: 09/30/2027

Funding Source:

Title: SFAP-SFY25

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 15%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 15,000.00
Stormwater Pipe Inspection Tracking System	\$ 10,317.59
CCTV Inspection, Pipe Cleaning and Disposal	\$ 641,744.00
Enhanced Maintenance Plan	\$ 103,069.00
Project Close Out	\$ 5,000.00

Total: \$ 775,130.59

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 116,269.59	\$ 658,861.00	\$ 775,130.59
Total		\$ 116,269.59	\$ 658,861.00	\$ 775,130.59

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

Agreement No: WQC-2025-LakStev-00174

Project Title: Lake Stevens Stormwater Infrastructure Enhanced Maintenance Plan

Recipient Name: City of Lake Stevens

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

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“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing

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business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the 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 incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS 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 RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT 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; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing

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the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT 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(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY 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 RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other

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public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute

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endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section

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70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the

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performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron

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or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a

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365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment

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to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for

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bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct.

There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

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R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings,

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maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

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

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

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

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

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

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

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

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or

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services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk.

To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
 - b) Appeal request must be in writing and state the disputed issue(s).
 - c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
 - d) ECOLOGY reviews the RECIPIENT's appeal.
 - e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
- The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

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16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

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27. SUSTAINABLE PRACTICES

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

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

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

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

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

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions

CITY COUNCIL STAFF REPORT



Agenda Date: 3/11/2025

Subject: 2025 Comp Plan Docket Ratification

Contact Person/Department: David Levitan, Community Development

Budget Impact: N/A.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Hold a public hearing and take public comment on the proposed 2025 Comprehensive Plan Docket, review the Planning Commission's recommendation, and adopt Resolution 2025-02 to set the 2025 Docket.

SUMMARY/BACKGROUND:

Under the Growth Management Act, the city can amend its Comprehensive Plan and Future Land Use Map once per year, with a few exceptions, through an annual docket process. The docket can include both city-initiated and citizen-initiated docket proposals, which per Chapter 1 (Introduction) of the 2024 Comprehensive Plan must be received by January 31. The city did not receive any citizen-initiated proposals for 2025.

The purpose of this public hearing is to provide a list of map and text amendments for the Council's consideration to set the 2025 Comprehensive Plan Docket through Resolution 2025-02 (**Attachment 1**). The Planning Commission held a public hearing at their [March 5, 2025 meeting](#) to review two city-initiated map amendments and three city-initiated text amendments, which were analyzed by staff for consistency and compliance with the ratification criteria in the Comprehensive Plan (Attachment 1, Exhibits A1-A3). At the conclusion of the public hearing, the Commission voted by a 6-0 margin to recommend that the City Council ratify the 2025 docket with the below items (Attachment 1 – Exhibit B), which would undergo additional analysis for potential adoption later in 2025.

- M-1 is a city-initiated request to change the land use designation and associated zoning of a city-owned parcel (Parcel ID 00562300000801) from Waterfront Residential to Public/Semi-Public (see maps in Exhibits 2a and 2b). The parcel is the site of Lake Stevens Sewer District Lift Station 1C.
- M-2 is a city-initiated request to change the land use designation of two parcels (parcel Nos. 00562200000801 and 00562200000802) at 12409 21st Ave NE from Downtown/Local Commerce to Public/Semi-Public. The two parcels cover the southern half (parking area) of Snohomish Regional Fire and Rescue Station 81. The northern two parcels currently have a land use designation of Public/Semi-Public and all four parcels have the correct corresponding zoning designation of Public/Semi-Public (see map in Exhibit 3a).
- T-1 would update the city's three adopted subarea plans – Downtown Lake Stevens, Lake Stevens Center, and 20th St SE Corridor – to reflect updated land use and zoning designations, policy language, growth assumptions, and design concepts that were adopted as part of the 2024 Comprehensive Plan.
- T-2 is a placeholder for potential changes to the Plan Elements (including anticipated updates to Tables 9.1 and 9.2 of the Capital Facilities Element) along with standard administrative amendments including the Cover, Title Page, Table of Contents, Introduction and Appendices (including SEPA Addenda) as needed.
- T-3 would update the Parks Element (Chapter 4) to reflect the 2025 Parks, Recreation and Open Space (PROS) Plan, which must be adopted by December 2025. The Parks Element would include new narrative, technical analysis, maps and figures. Staff will work collaboratively with the Parks and Recreation Department and Parks and Recreation Board to help develop the PROS Plan and integrate it into the Comprehensive Plan.

If docketed, city staff will conduct additional analysis based on the merits of the application compared to established review criteria to be presented to the Planning Commission and City Council. This action is to set the 2025 Docket and is not a recommendation of approval or denial of any amendments.

APPLICABLE CITY POLICIES:

Comprehensive Plan Introduction (Chapter 1), Pages 1-17 through 1-23

ATTACHMENTS:

1. Attachment 1 - Resolution 2025-02

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2025-0002

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON
RATIFYING A LIST OF ITEMS FOR FURTHER ANALYSIS AS PART OF THE
2025 COMPREHENSIVE PLAN DOCKET.**

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

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

WHEREAS, city-initiated text amendments (T-1 through T-3) along with map amendments and associated rezones (M-1 and M-2) are proposed for inclusion on the 2025 Comprehensive Plan Docket; and

WHEREAS, the city did not receive any citizen-initiated docket proposals by the January 31, 2025 deadline; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on March 5, 2025 to consider the proposed list of docket items, attached hereto as Exhibit A, and all public testimony has been given full consideration and is included in the Planning Commission's recommendation to the City Council; and

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

WHEREAS, the City Council considered all public testimony and the Planning Commission's recommendation (Exhibit B) on the proposed list of docket items listed in Exhibit A on March 11, 2025 after a separate duly noticed public hearing.

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

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

Section 2. 2025 Docket. The 2025 Docket includes city-initiated text amendment and procedural amendments (T-1 through T-3) and city-initiated amendments to the land use map with associated rezones (M-1 and M-2), which constitutes the annual list of Comprehensive Plan changes allowed under RCW 36.70A.130(2)(a) and the City of Lake Stevens Comprehensive Plan.

Section 3. Severability. If any section, sentence, clause or phrase of this resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

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

PASSED by the City Council of the City of Lake Stevens this 11th day of March, 2025.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

EXHIBIT A1
SUMMARY OF 2025 DOCKET PROPOSALS

RATIFICATION MAPS		
#	<u>NAME</u>	<u>REQUEST</u>
M-1	City-Initiated Map Amendment	Change the land use designation and associated zoning of a city-owned parcel (Parcel ID 00562300000801) from Waterfront Residential to Public/Semi-Public. The parcel is the site of Lake Stevens Sewer District Lift Station 1C.
M-2	City-Initiated Map Amendment	Change the land use designation of two parcels (parcel Nos. 00562200000801 and 00562200000802) at 12409 21 st Ave NE from Downtown/Local Commerce to Public/Semi-Public. The two parcels cover the southern half (parking area) of Snohomish Regional Fire and Rescue Station 81. The northern two parcels currently have a land use designation of Public/Semi-Public and all four parcels have the correct corresponding zoning designation of Public/Semi-Public.
RATIFICATION TEXT		
#	<u>NAME</u>	<u>REQUEST</u>
T-1	Subarea Plan Updates	Update the city's three adopted subarea plans – Downtown Lake Stevens, Lake Stevens Center, and 20 th St SE Corridor – to reflect updated land use and zoning designations, policy language, growth assumptions, and design concepts that were adopted as part of the 2024 Comprehensive Plan.
T-2	Minor text amendments	Placeholder for potential changes to the Plan Elements (including anticipated updates to Tables 9.1 and 9.2 of the Capital Facilities Element) along with standard administrative amendments including the Cover, Title Page, Table of Contents, Introduction and Appendices (including SEPA Addenda) as needed.
T-3	Parks Element Update	Update the Parks Element (Chapter 4) to reflect the 2025 Parks, Recreation and Open Space (PROS) Plan, which must be adopted by December 2025. The Parks Element would include new narrative, technical analysis, maps and figures. Staff will work collaboratively with the Parks and Recreation Department and Parks and Recreation Board to help develop the PROS Plan and integrate it into the Comprehensive Plan.

Factors for Consideration, per Comprehensive Plan [Chapter 1: Introduction](#), Revision and Amendments to the Comprehensive Plan Section G (page 1-21):

Map Amendments

- *How is the proposed land use designation supported by or consistent with the existing policies of the various elements of the Comprehensive Plan? If it isn't, the development should demonstrate how the change is in the best long-term interest of the city.*
 - Staff analyzed the proposed map amendments against the ratification criteria in Section H Revisions and Amendments to the Comprehensive Plan and applicable goals and policies of the Comprehensive Plan. Staff believes proposals M-1 and M-2 comply with the policies of the Comprehensive Plan for inclusion on the docket.
- *How does the proposed land use designation promote a more desirable land use pattern for the community? If so, a detailed description of the qualities of the proposed land use designation that make the land use pattern for the community more desirable should be provided to enable the Planning Commission and City Council to find that the proposed land use designation is in the community's best interest.*
 - M-1 and M-2 would establish Public/Semi-Public land use designations for three publicly owned parcels (two with Downtown/Local Commerce designations, and one with a Waterfront Residential designation), consistent with Land Use Policy 2.2.4.
- *What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to ensure compatibility with the uses of other properties in the vicinity?*
 - The property identified in M-1 has historically been and will continue to be used as a sewer lift station, and the proposed change in land use and zoning designations will not have impacts on other properties in the vicinity.
 - The property identified in M-2 has historically been and will continue to be used as a fire station, and the proposed change in land use designation for the southern two parcels will not have impacts on other properties in the vicinity.
- *Comments received from affected property owners and residents.*
 - If docketed, property owners within proximity of M-1, M-2 and M-3 will receive notice of the proposed land use designation changes to solicit public input.

Text Amendment Ratification Criteria

1. *Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program?*
 - The proposed changes in Text Amendments T-1 through T-3 are not development regulations. They include:
 - Updates to adopted subarea plans to be consistent with the Comprehensive Plan (T-1)
 - Annual administrative updates to the plan (T-2)
 - Updates to the Parks Element (Chapter 4) to be consistent with a state-mandated update to the city's Parks, Recreation and Open Space Plan (T-3)
2. *Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws?*
 - a. Yes, all amendments proposed shall follow an established legal process and criteria.

3. *Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.*
 - a. The proposed text amendments would provide consistency between the Comprehensive Plan and adopted subarea plans (T-1), make minor administrative updates including updates to the 6-year and 20-year lists of capital projects (T-2), and incorporate updated analysis, narrative, maps and graphics in the Parks Element to reflect the 2025 Parks, Recreation and Open Space Plan (T-3). It is practical to consider all three amendments as part of the annual docket and will ensure consistency with the adopted comprehensive plan as well as the Growth Management Act.
4. *Does the City have the resources, including staff and budget, necessary to review the proposed amendment?*
 - a. The city has adequate staffing and budget to process the proposed amendments.
5. *Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan?*
 - a. Any changes will ensure the most up to date information is included in the plan and will create internal consistency within the plan. The proposed amendments will correct inconsistencies as they are discovered and will ensure consistency between the comprehensive plan and subarea plans (T-1) and between the Parks Element and PROS Plan (T-3).
6. *OR All of the following:*
 - a. *The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the Comprehensive Plan; and*
 - The proposed amendments aim to serve the public interest by keeping the comprehensive plan and subarea plans up to date, including capital project lists, and consistent with one another (T-1), the PROS Plan (T-3), and the Growth Management Act.
 - b. *The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*
 - The proposed amendments are necessary during this review period to keep the Comprehensive Plan updated with the most recent and accurate information and to meet the regulatory deadline for the PROS Plan of December 2025.



2025 Comprehensive Plan Docket Ratification

M-1 – Lift Station 1C Map Amendment - Staff Summary Lake Stevens City Council & Planning Commission

City Council Hearing Date: March 11, 2025

Planning Commission Hearing Date: March 5, 2025

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

Summary	
Location in Comprehensive Plan: Chapter 2 Land Use Element – Figure 2.3 Land Use Map	
Proposed Change(s): City-initiated request to change the land use designation and associated zoning of Lake Stevens Sewer District Lift Station 1C (Parcel ID 00698100010200) from Waterfront Residential to Public/Semi-Public.	
Applicant: City of Lake Stevens	Property Location(s): Intersection of Mitchell Rd and N Lakeshore Dr.
Existing Land Use Designations	Proposed Land Use Designation
Waterfront Residential	Public/Semi-Public
Existing Zoning Districts	Proposed Zoning District
Waterfront Residential	Public/Semi-Public

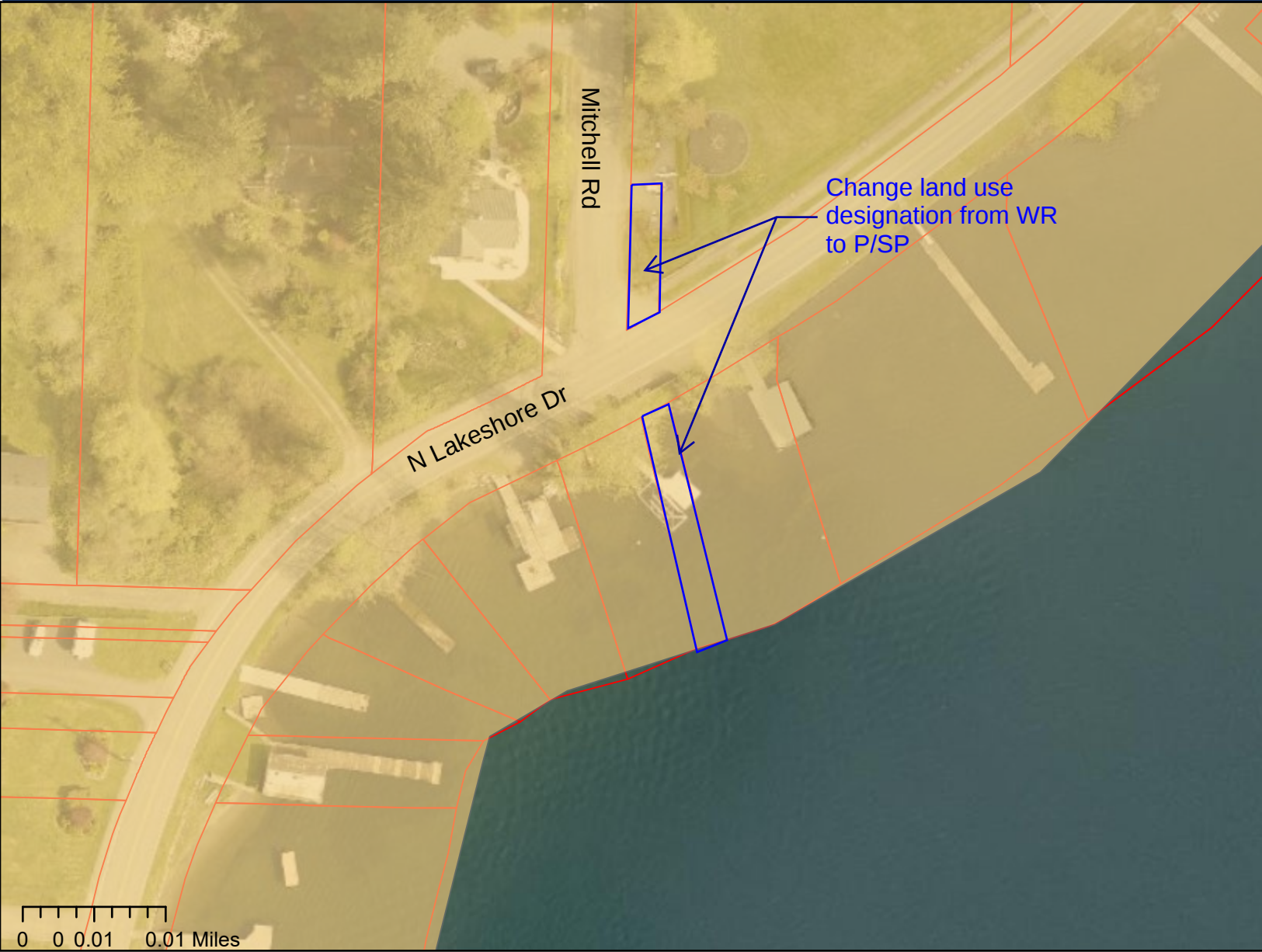
ANALYSIS: Annual amendments shall not include significant policy changes inconsistent with the adopted Comprehensive Plan Element Visions and must meet the identified criteria included in [Ratification of Docket and Authorization Hearing Section H](#) (page 1-22).

Ratification Review – Decision Criteria	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? Discussion: The proposed land use map change does not implement a development regulation or program. It would provide land use and zoning designations that match the existing public use of the site, consistent with Land Use Policy 2.2.4.	X	
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? Discussion: The proposed land use map change would be reviewed against the current Comprehensive Plan and applicable state laws related to process and environmental review.	X	
3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.	X	

Discussion: The land use designation change is requested to correct an oversight from the 2024 periodic update, when the city sought to update all publicly owned parcels to land use and zoning designations of Public/Semi-Public.		
4. Does the city have the resources, including staff and budget, necessary to review the proposed amendment? Discussion: The Growth Management Act and the city’s Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function.	X	
5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? Discussion: Yes. Land Use Policy 2.2.4 states that the city shall “allow the Public/Semi-Public land use designation, which is intended for use on all land that is publicly owned. It allows public buildings and services, recreational uses, utilities, and transportation facilities.” Amending the land use and zoning designations for this city-owned parcel would provide consistency with the comprehensive plan.	X	
6. All the following: a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan? AND b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process. Discussion: 6.a – The change would serve the public benefit by adopting the appropriate land use designation for a city-owned parcel. Multiples goals and policies demonstrate potential to serve the public interest. LAND USE GOAL 2.2 Achieve a well-balanced and well-organized combination of residential, commercial, industrial, open space, recreation and public uses. (Page 2-29) Land Use Policy 2.2.4 Allow the Public/Semi-Public land use designation, which is intended for use on all land that is publicly owned and identifies land useful for public purposes, as required by RCW 36.70A.150 and further analyzed and assessed in Chapter 7 (Public Services and Utilities) and Chapter 9 (Capital Facilities). It allows public buildings and services, recreational uses, utilities, and transportation facilities. This designation may also allow a limited range of commercial uses. (Page 2-31). 6.b – The change would serve the public benefit by supporting a review of land use zones as part of the annual docket and by implementing land use and zoning designations that are consistent with Comprehensive Plan goals and policies.	X	

Recommendation	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2025 Comprehensive Plan Docket.	X	

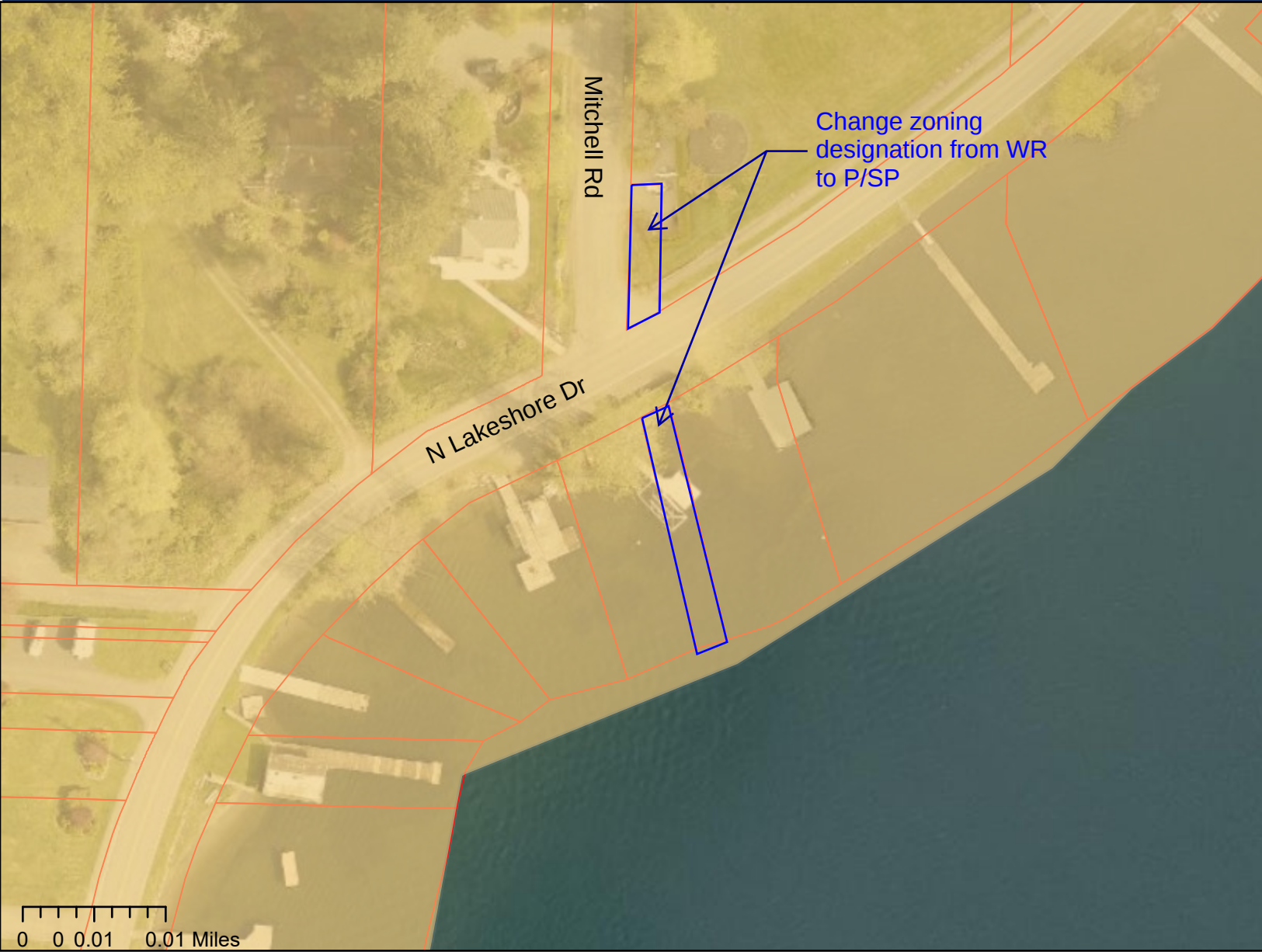
The Planning Commission recommends City Council consider this proposal for inclusion in the 2025 Comprehensive Plan Docket (see attached recommendation letter, if applicable).		
The City Council accepts this proposal for inclusion in the 2025 Comprehensive Plan Docket.		



Legend

Land Use

- | | | |
|---------------------------|---------------------------|------------------------|
| Commercial | Light Industrial | Urban Growth Area |
| Downtown / Local Commerce | Local Commercial | Waterfront Residential |
| GI Development Agreement | Med Density Residential | <all other values> |
| General Industrial | Mixed Use | Parcels-Updates Weekly |
| High Density Residential | Planned Business District | |
| | Public / Semi-Public | |



Legend

Current Zoning

Public / Semi-Public	Commercial District	Industrial
R8-12	Local Business	Waterfront Residential
R4	Multi-Family Residential	Central Business District
R6	Mixed-Use Neighborhood	General Industrial
	Business District	Parcels-Updates Weekly

DISCLAIMER

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2025 Comprehensive Plan Docket Ratification

M-2 – Fire Station 81 Map Amendment - Staff Summary Lake Stevens City Council & Planning Commission

City Council Hearing Date: March 11, 2025

Planning Commission Hearing Date: March 5, 2025

SUBJECT: City-initiated map amendment to the Comprehensive Plan.

Summary	
Location in Comprehensive Plan: Chapter 2 Land Use Element – Figure 2.3 Land Use Map	
Proposed Change(s): City-initiated request to change the land use designation of two parcels (Parcel Nos. 00562200000801 and 00562200000802) at 12409 21 st Ave NE from Downtown/Local Commerce to Public/Semi-Public (parcel Nos. 00402800001600 and 00457000002604). The two parcels cover the southern half (parking area) of Snohomish Regional Fire and Rescue Station 81. The northern two parcels currently have a land use designation of Public/Semi-Public and all four parcels have a corresponding zoning designation of Public/Semi-Public.	
Applicant: City of Lake Stevens	Property Location(s): 12409 21 st Ave NE
Existing Land Use Designations	Proposed Land Use Designation
Downtown/Local Commerce	Public/Semi-Public
Existing Zoning Districts	Proposed Zoning District
Public/Semi-Public	Public/Semi-Public (no change proposed)

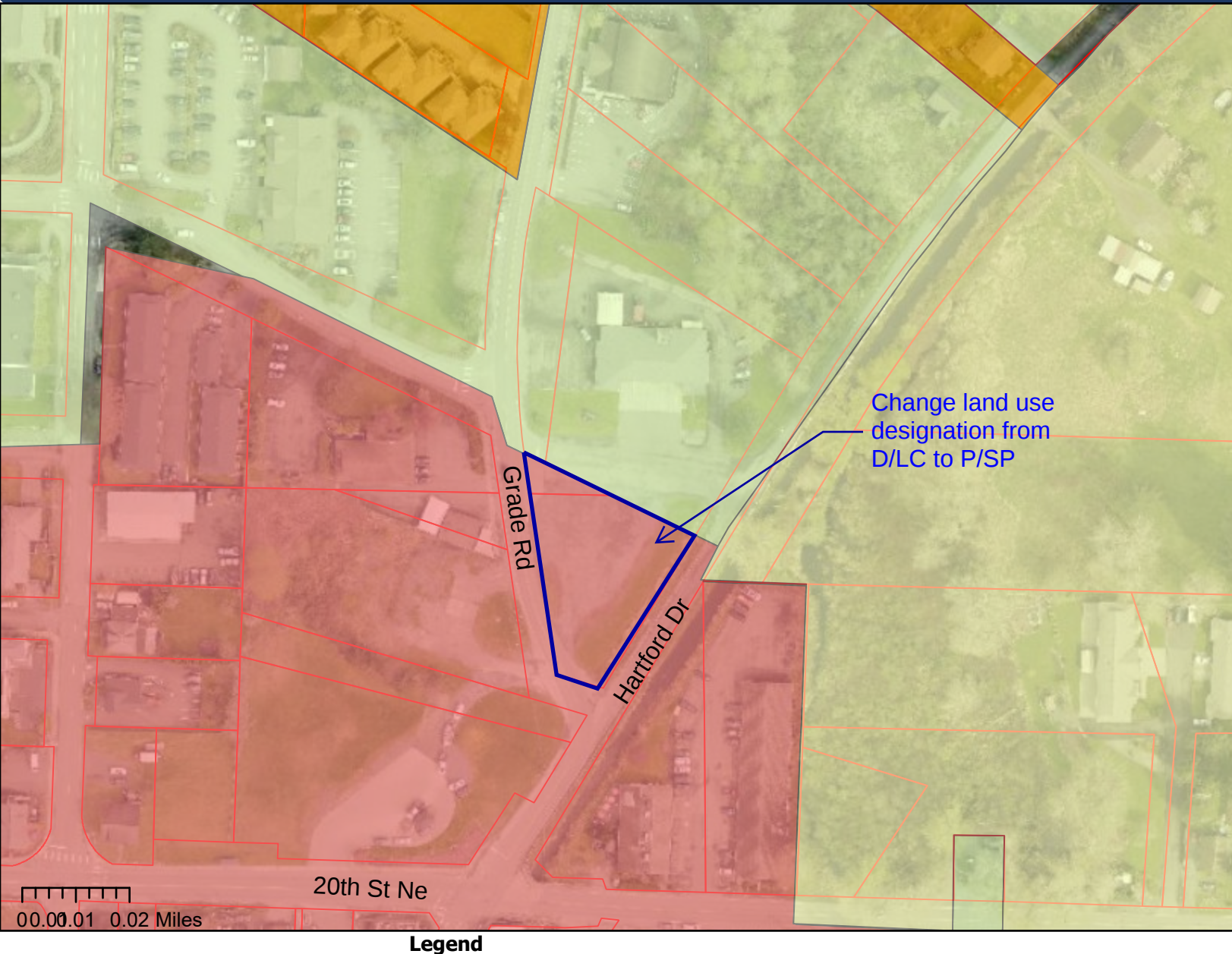
ANALYSIS: Annual amendments shall not include significant policy changes inconsistent with the adopted Comprehensive Plan Element Visions and must meet the identified criteria included in [Ratification of Docket and Authorization Hearing Section H](#) (page 1-22).

Ratification Review – Decision Criteria	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? Discussion: The proposed land use map change does not implement a development regulation or program. The change would apply a land use designation of Public/Semi-Public to the southern half of an existing public fire station, the northern half of which already has a land use designation of Public/Semi-Public.	X	
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? Discussion: The proposed land use map change would be reviewed against the current Comprehensive Plan and applicable state laws related to process and environmental review.	X	

3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time. Discussion: The land use designation change is requested to correct an oversight from the 2024 periodic update, when the city sought to update all publicly owned parcels to land use and zoning designations of Public/Semi-Public.	X	
4. Does the city have the resources, including staff and budget, necessary to review the proposed amendment? Discussion: The Growth Management Act and the city's Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function.	X	
5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? Discussion: Yes. The current land use designation of the two parcels on the southern half of the site (Downtown/Local Commerce) is not consistent with the current use (public fire station) or current zoning designation (Public/Semi-Public).	X	
6. All the following: a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan? AND b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process. Discussion: 6.a – The proposed land use map change would serve the public interest by implementing specific goals and policies of the Land Use Element, including: LAND USE GOAL 2.2 Achieve a well balanced and well-organized combination of residential, commercial, industrial, open space, recreation and public uses. (Page 2-29) Land Use Policy 2.2.4 Allow the Public/Semi-Public land use designation, which is intended for use on all land that is publicly owned and identifies land useful for public purposes, as required by RCW 36.70A.150 and further analyzed and assessed in Chapter 7 (Public Services and Utilities) and Chapter 9 (Capital Facilities). It allows public buildings and services, recreational uses, utilities, and transportation facilities. This designation may also allow a limited range of commercial uses. (Page 2-31). 6.b – The change would serve the public benefit by supporting a review of land use zones as part of the annual docket and by implementing consistent land use and zoning designations for the entire site, consistent with the Growth Management Act.	X	

Recommendation	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2025 Comprehensive Plan Docket.	X	

The Planning Commission recommends City Council consider this proposal for inclusion in the 2025 Comprehensive Plan Docket (see attached recommendation letter, if applicable).		
The City Council accepts this proposal for inclusion in the 2025 Comprehensive Plan Docket.		



Legend

Land Use

- | | | |
|---------------------------|---------------------------|------------------------|
| Commercial | Light Industrial | Urban Growth Area |
| Downtown / Local Commerce | Local Commercial | Waterfront Residential |
| GI Development Agreement | Med Density Residential | <all other values> |
| General Industrial | Mixed Use | Parcels-Updates Weekly |
| High Density Residential | Planned Business District | |
| | Public / Semi-Public | |

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March 6, 2025

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

RE: Planning Commission Recommendation on Ratification of 2025 Comprehensive Plan Docket

Commissioners Present: Janice Huxford (Chair), Jennifer Davis (Vice-Chair), Connor Davis, Bruce Morton,
Nathan Packard, Murika Matz

Commissioners Absent: Connor Davis (excused)

PLANNING COMMISSION PUBLIC HEARING

On March 5, 2025, Planning and Community Development staff presented items proposed for ratification as part of the 2025 Comprehensive Plan Docket and responded to questions and comments during the Planning Commission's public hearing. Staff discussed the background and overview of the proposed text and map amendments to be considered and analyzed as part of the 2025 Docket. No members of the public provided oral testimony.

PLANNING COMMISSION FINDINGS AND RECOMMENDATION

Commissioner Morton made a motion to forward a recommendation to the City Council to ratify the 2025 Comprehensive Plan docket and include text amendments T-1 through T-3 and map amendments M-1 and M-2 for additional study. Commissioner Matz seconded. The motion passed 6-0.

Respectfully Submitted,

Lake Stevens Planning Commission

CITY COUNCIL STAFF REPORT



Agenda Date: 3/11/2025

Subject: Gambling Tax Penalty Waiver Request

Contact Person/Department: Barb Stevens, Matthew Heist, Finance

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the waiver of interest penalties to National Entertainment Network and the additional 5 businesses who submitted payments based on the incorrect rate listed on city tax forms.

SUMMARY/BACKGROUND:

In January, we were contacted by National Entertainment Network (NEN) regarding gambling tax returns. NEN was unaware the gambling activities they participated in were within city limits and called to self-report the error. NEN was not registered with the State Gambling Commission as a taxpayer within the city and as such, they had been paying taxes to the County only. They have since corrected the registration and paid taxes from 2021 through 2024 to the city and have requested that any penalties be waived. The interest penalty on late taxes paid from 2022 to 2024 is \$201.

Per the Lake Stevens Municipal Code 3.35, the City may collect amounts owed up to 3 years in arrears, and a penalty of 1% per month will accrue on the unpaid balance of the tax due. Although the LSMC allows the Finance Director to authorize a waiver of fees under \$1,000, we have determined this is not the only error in gambling taxes paid and are seeking approval from the City Council to remedy the errors.

Since NEN was not on our list of required taxpayers, we were prompted to complete a full review of the gambling tax collections.

Gambling taxes are taxes imposed on businesses that perform certain gambling

activity. Businesses are only taxed on the net proceeds, which is their gross receipts less prizes paid. The following activities are taxed at the following rates:

Gambling Activity	Tax Rate
Punchboards and Pull Tabs	5%
Amusement Games	2%
Bingo/Raffle	7.50%
*Other Gambling Activity up to \$500,000 of net receipts in a quarter	3%
*Other Gambling Activity over to \$500,000 of net receipts in a quarter	5%

**Other - i.e. social card games*

Exemptions are made to bona fide charitable or nonprofit organizations conducting card, bingo, amusement games, or raffles.

To identify businesses subject to the tax, we acquire a report annually from the State Gambling Commission, listing those taxpayers who have registered within our city limits. Tax forms are sent out each quarter to be completed and returned with payment. Payments are received at city hall.

Review of Gambling Taxes -

In our full review of gambling taxes, we found the following additional errors:

1. Businesses reporting on activity for punchboards and pull tab gambling activities, who used the form that listed an incorrect rate of 3% rather than 5%. The variance in taxes owed is as follows:

Business UBI	Activity	Tax Due	Interest Due
0100	Punchboards and Pull Tabs	\$ 19,673	\$ 3,400
0823	Punchboards and Pull Tabs	\$ 19,624	\$ 3,021
4632	Punchboards and Pull Tabs	\$ 6,086	\$ 1,020
5409	Punchboards and Pull Tabs	\$ 2,939	\$ 602
1778	Punchboards and Pull Tabs	\$ 2,190	\$ 292
Total		\$ 50,512	\$ 8,335

2. Due to limited staff and resources, we have not completed an internal audit of gambling tax to ensure payment from businesses. Our review found the following returns were not submitted (we verified taxes due by requesting details from the Gambling Commission):

Business UBI	Activity	No Returns	Tax Due	Interest Due	Notes
7149	Punchboards and Pull Tabs	10	\$ 22,609	\$ 2,656	Owner purchased business from 7976
7976	Punchboards and Pull Tabs	3	\$ 5,891	\$ 1,818	Sold Lake Stevens portion to 7149. Still shows active business in SnoCo
5409	Punchboards and Pull Tabs	3	\$ 2,038	\$ 118	
1778	Punchboards and Pull Tabs	1	\$ 238	\$ 57	
8904*	Amusement Games	1	\$ 53	\$ 6	Commission. Taxes and penalties are estimated.
Total			\$ 30,829	\$ 4,655	

Therefore, we ask the Council to approve the waiving of gambling tax interest for NEN of \$201 and for the 5 companies who completed and paid taxes on time in the amount of \$8,335 but used the wrong rate from the form we provided.

We have since corrected the form and will send out notifications of the back taxes owed from 2022 to 2024. We intend to charge interest to those businesses who have not submitted tax returns and have not self-reported. If those businesses request a waiver, we will bring that back to the Council for discussion. With the addition of a Senior Accountant this year, an internal review of revenue sources will be included in the work plan.

APPLICABLE CITY POLICIES:

Lake Stevens Municipal Code

3.35.060 Failure to Make Timely Payment of Tax.

If full payment of any tax due under this chapter is not received by the Finance Director or his/her designee on or before the date due, there shall be added to the amount due a penalty to accrue at the rate of one percent per month to be computed on the unpaid balance of the tax due, but in no event shall said penalty be less than \$5.00.

Failure to make payment in full of all tax amounts, and penalties, within 60 days following the day the tax amount initially became due shall be both a civil and criminal violation of this section. (Ord. 735, Sec. 1, 2006)

3.35.110 Taxes and Penalties Constitute Debt to Municipality - Charge-Off of Uncollectible Taxes.

(a) Any tax due and unpaid under this chapter and all penalties shall constitute a debt to the City of Lake Stevens, a municipal corporation, and may be collected by court proceedings the same as any other debt in like amount which shall be in addition to all other existing remedies.

(b) The City Finance Director may charge off any tax, penalty, or interest that is owed by a taxpayer, if the City Finance Director reasonably ascertains that the cost of collecting such amounts would be greater than the total amount that is owed or likely to be collected from the taxpayer. Charge-offs in excess of \$1,000 require City Council approval. (Ord. 735, Sec. 1, 2006)

3.35.120 Limitation on Right to Recovery.

The right of recovery by the City of Lake Stevens from the taxpayer for any tax provided hereunder shall be prohibited by this chapter after the expiration of three calendar years from the date said tax became due. The right of recovery against the City of Lake Stevens because of over-payment of tax by any taxpayer shall be prohibited by this chapter after the expiration of three calendar years from the date such payment was made. (Ord. 735, Sec. 1, 2006)

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 3/11/2025

Subject: Interlocal Agreement for 131st Ave NE Sewer Extension Developer Extension Agreement

Contact Person/Department: Kim Klinkers, Public Works

Budget Impact: The City's 2025 adopted budget includes \$1,800,000 for the 131st Avenue Infrastructure Improvements capital project. The funding sources include traffic impact fees, real estate excise tax, and stormwater capital. An additional \$700,000 was included as a placeholder for the Lake Stevens Sewer District (District) to contribute a proportionate share to the sewer infrastructure improvements.

The 100% construction cost estimate includes \$1,053,250 for roadway related improvements and \$726,500 for sewer related improvements. The total construction cost estimate is \$1,779,750 and includes a 10% contingency.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Interlocal Agreement Regarding 131st Ave NE Sewer Extension Developer Extension Agreement with the Lake Stevens Sewer District.

SUMMARY/BACKGROUND:

The draft Interlocal Agreement for the 131st Ave NE Sewer Extension Developer Extension Agreement was discussed at the February 25th Council meeting. Public Works staff met with District staff on March 3rd to discuss this agreement and the structure for an additional cost-sharing agreement for design and construction expenses. The cost-sharing agreement will be based on the Interlocal Agreement Between the City of Lake Stevens and the Lake Stevens Sewer District for Decant Services, which was executed in 2020. The City's legal team is currently drafting this agreement. A draft cost-sharing ILA will be sent to the District for review and is planned

to be discussed at the next Utility Committee Meeting on March 26th.

The attached Interlocal Agreement Regarding 131st Ave NE Sewer Extension Developer Extension Agreement was revised to remove the sentence from Recital H about GFC credits, the paragraph from Section 12 about GFC credits, Section 13 about latecomers, and Exhibits C & D. These revisions were completed with the intent that the District pay the proportionate share of the sewer related design and construction expenses through an additional cost-sharing agreement.

The requested action to authorize the Mayor to sign the Interlocal Agreement Regarding 131st Ave NE Sewer Extension Developer Extension Agreement with the Lake Stevens Sewer District is needed for the District to review the 100% construction plans and specifications. Once review comments are received, the City can move forward with final construction plans and permits, and update the final construction cost estimate for advertisement this Spring.

APPLICABLE CITY POLICIES:

City of Lake Stevens Comprehensive Procurement Policy, Section 6

ATTACHMENTS:

1. ILA for 131st Ave NE Sewer Extension DEA

Return Address:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

Document Title: INTERLOCAL AGREEMENT REGARDING
131ST AVE NE SEWER EXTENSION
DEVELOPER EXTENSION AGREEMENT

Reference Numbers:

Grantors: CITY OF LAKE STEVENS

Grantee: LAKE STEVENS SEWER DISTRICT

Legal Description: Section 08 Township 29 Range 06 Quarter NE -
THAT PTN OF NE1/4 SE1/4 NE1/4 LY NLY &
ELY OF FOLG DESC STRIPS

Full legal on Page 10 of attached document.

Property Tax Account Number: 29060800103000

INTERLOCAL AGREEMENT REGARDING 131st AVE NE SEWER EXTENSION DEVELOPER EXTENSION AGREEMENT

THIS AGREEMENT is to be effective as of the _____ day of _____, 20____, by and between the City of Lake Stevens, a Washington Municipal Corporation (the "City") and Lake Stevens Sewer District, a special purpose district of the State of Washington (the "District").

RECITALS

A. The Board of Sewer Commissioners of the District operates a system of sewerage for collection and treatment of sanitary sewage in a portion of the District.

B. The City owns certain property legally described in Exhibit "A" attached hereto and by this reference made a part hereof and shown generally on Exhibit "B" attached hereto and by this reference made a part hereof (the "Property"). The City desires to have the Property furnished with sewage collection and treatment service by the District.

C. The District has determined it has capacity in the District's system of sewerage for four point three (4.3) equivalent residential units in connection with City's Property.

D. The City is willing to construct a system of sanitary sewer lines at City's expense, pursuant to the terms of this Agreement, in order to connect the Property to the District's existing sewer system at a location in the vicinity of SSMH #4512.

E. The construction of an extension to the District's system of sewerage for the collection of sanitary sewage on the Property is consistent with the District's comprehensive plan.

F. As an initial step in providing sewage collection and treatment service to the Property, improvements to the District's system must be constructed and installed.

G. The improvements consist generally of furnishing and constructing ten-inch sanitary sewer lines and all appurtenances necessary to comprise a complete system ready for operation (the "Project").

H. The gravity main the City will be constructing as part of the Project is a gravity main that the District had anticipated funding as a capital project – specifically, the E5-B Gravity Main project as described in the District's 2022 General Sewer/ Wastewater Facility Plan.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and performances provided herein, the parties hereto for themselves, their assigns and successors in interest, agree as follows:

1. **PERMISSION TO CONSTRUCT PROJECT:** Subject to the terms and conditions of this Agreement, the District shall permit the City to construct and install the Project, at City's expense.

2. **STANDARDS OF CONSTRUCTION:** Construction and installation of the Project shall be strictly in accordance with standards, rules and regulations of the District as now in effect and as the same hereafter may be amended, and the standards of the State Department of Ecology.

3. **PREPARATION AND REVIEW OF PLANS AND SPECIFICATIONS:** To ensure that the Project is designed to the satisfaction of the District, Gray & Osborne, Inc. or other consulting engineers of the District (the "Engineers"), shall review and approve in writing before work on the Project is commenced, the plans, specifications and drawings of the Project, which shall be prepared by a licensed professional engineer of the City's choosing. The City shall permit the District and the Engineers to inspect the construction and installation of the Project, both visually before any pipe is covered and by pressure or water test upon final completion, before connection is made to the District's sewer system. The District and the Engineers shall have authority to reject any construction and installation not conforming to the approved design of the Project and the requirements of this Agreement. The determination of the District and the Engineers shall be final. To ensure that the Project is designed in accordance with the standards of the State Department of Ecology, the District and the Engineers may require that the plans, specifications and drawings be approved by the Department of Ecology in writing before work on the Project is commenced.

4. **ENGINEERING, LEGAL AND ADMINISTRATIVE COSTS:** During the period of design, construction and installation of the Project, the District shall submit monthly to the City a statement of charges for other services of the Engineers pursuant to this Agreement, which statement shall be equal to the statement submitted by the Engineers to the District pursuant to the applicable fee arrangement for engineering services between the District and the Engineers. The District shall also submit monthly to the City during such period and until this Agreement has been fully performed and the Project has been constructed and conveyed to the District, a statement of charges for legal services, which statement shall be equal to the statement submitted to the District, by Anderson Hunter or other retained attorneys (the "Attorneys"), pursuant to the applicable agreement between the District and the Attorneys, for all work performed by the Attorneys in connection with the preparation, performance or review of this Agreement, including, but not limited to, participation in any pertinent administrative or court proceedings to which the District may become a party.

The statement of charges shall include, and the City shall also pay the greater of \$15.00 or an amount equal to 15% of the charges of the Engineers and the Attorneys for the administrative cost to the District of handling such statement of charges, and all other out-of-pocket costs of the District attributable to this Agreement. The City shall pay any statement of charges by the last working day of the month in which the charges were billed. Statements not paid in full by the end of the month shall be deemed delinquent and shall accrue interest at the rate of 12% per annum from the date of delinquency.

The City has paid to the District a \$5,000.00 deposit, which, except as provided in Section 13, shall be refunded to the City without actual accrual and payment of interest after all fees and charges provided for in this Agreement have been paid by the City and the Project has been completed and accepted by the District. In the event there are any fees and/or charges which are not paid in full at the completion of the Project, the District reserves the right to deduct the balance due from the deposit and release the remainder, if any.

The District shall have the right to commence, appear in or defend any action or proceeding affecting the rights of the parties hereunder, and in connection therewith shall have the right to pay necessary expenses, including the costs of engineering and legal services, subject to reimbursement by the City in the manner provided herein.

5. COMMENCEMENT OF THE PROJECT: In addition to any other requirements of this Agreement, and before construction of the Project is commenced, the City shall take the following action or receive the following approvals:

(a) Obtain District approval of its contractor in accordance with the qualification requirements of applicable law and the District's Administrative Code.

(b) Provide evidence acceptable to the District that City and City's contractor have obtained comprehensive general liability insurance coverage and other insurance coverage deemed appropriate by the District in a form and amount acceptable to the District for the work being performed. The District and District Engineers shall be named as additional named insured party under the policies.

(c) Obtain all applicable permits and approvals from agencies of City of Lake Stevens, Snohomish County, State of Washington, and/or federal authority (or other municipal authority), if required. For projects where the District exercises SEPA authority, the City shall pay the costs thereof.

(d) Deliver to the District executed copies of any required easements and/or performance bond obtained for property or improvements located outside the boundaries of the

Property. Such easements and performance bond must be in a form acceptable to the District and District Engineers and the easements suitable for County recordation.

(e) A pre-construction meeting is required and shall be scheduled by the District and District Engineers prior to commencing construction of the Project. Submit construction cut sheets no later than 48 hours prior to the pre-construction meeting.

6. COMPLETION OF THE PROJECT: Subject to any applicable federal, state or local requirements, the City shall satisfy the following requirements before the Project is connected to the District's sewer system:

(a) Obtain approval and acceptance of the construction and installation of the Project by the District.

(b) Pay for construction and installation of the Project, engineering and legal services, and administrative, out-of-pocket and all other applicable fees and charges, including, but not limited to, connection charges. The District shall have the right to hold the \$5,000.00 deposit and any bonds required by the District until said fees and charges are paid. The District may, at its discretion, hold deposit funds and bonds and apply them as offsets for fees and charges owed.

(c) Satisfy and release all liens and encumbrances for labor, materials and taxes relating to the Project.

(d) Convey to the District without cost to the District exclusive easements and rights-of-way per District standards, as required for all Project sewer lines, with the right of ingress and egress for maintenance, operation, repair and replacement.

(e) Obtain for the District such other easements as are found by the District and District Engineers to be necessary to gain access to the Project.

(f) Convey the Project to the District free of liens and encumbrances by conveyance of donated facilities substantially in the form of the Title Transfer of Donated Facilities provided in the District standards. The City's conveyance of the Project sewer lines to the District shall be completed before the City sells or contracts to sell the Property or any portion thereof. The City shall give the District 30 days notice of a change of ownership prior to the conveyance and provide a certificate of assignment.

(g) Obtain the District's acceptance of title to the Project sewer lines and required easements. Upon request of the District, the City shall provide to the District a title report concerning the Project and any easement or right-of-way that will be conveyed to the District.

(h) Provide to the District a warranty bond or bonds, furnished by a surety company acceptable to the District, in the amount of 25% of the estimated cost of the sewer lines being conveyed, including surface restoration. The release of the bond or bonds shall be conditioned on paying the cost of repairing or correcting any defects in the workmanship or materials furnished in the construction of such sewer lines that shall develop or be discovered within two years after conveyance to the District (as described in Subsection "f" above), together with the District's out-of-pocket expenses, including, but not limited to, engineering and legal expenses, in connection therewith, and shall hold harmless and indemnify the District therefrom.

(i) Deliver to the District in forms acceptable to the District an original mylar, blackline, and electronic copy of "as-built" record drawings for the Project sewer lines, including all side sewer connections. Submit the Sewer System Survey Checklist of the District to the District after it has been completed and certified by a professional land surveyor.

7. DISTRICT AUTHORITY: The City shall be subject to all standards, rules and regulations of the District, as now in effect and as the same hereafter may be amended, with respect to construction and inspection of sewer lines, connection and inspection of side sewers, obtaining of applicable permits, use of the sewers of the District and rates for use or availability thereof, and all such other matters covered by such standards, rules and regulations.

8. INDEMNIFICATION: The City shall indemnify, defend and hold the District, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omissions of the City, its agents or employees under this Agreement or in connection with work performed under this Agreement. If suit in respect to the above is filed, the City shall appear and defend the suit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents or employees, the City shall pay the same.

9. CONTRACTUAL RELATIONSHIPS: This Agreement does not constitute the City as the agent or legal representative of the District for any purpose whatsoever. The City is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner or thing whatsoever.

10. ULID FORMATION: If any utility local improvement district ("ULID") is proposed to pay all or a part of the cost of constructing and acquiring sewers that serve or benefit all or a part of the Property, the Owner and its assigns and successors in interest agree that they will sign any petition to form such ULID and will not protest or object to the formation of such ULID. If the District constructs and acquires additional sewer lines and facilities within or

serving the Property, nothing in this Agreement shall prevent the District from levying special assessments against any of the Property for the cost of those sewer lines and facilities and to the extent of the benefit from them. After conveyance to the District of the Project sewer lines, additional property may be permitted to connect to them under such terms and conditions as the District in its sole discretion may determine.

11. CONNECTION CHARGES: Before the connection of any Project sewer lines to the District's sewer system, the City agrees to pay the District's regular permit fees, together with a connection charge in the amount of \$13,500.00 per new connection (4.3 connections x \$13,500.00/connection = \$ 58,050.00), together with applicable state taxes on that amount. No other property of the City in the vicinity of the Property shall be connected to the District's sewer system until a contract providing for the connection has been entered into with the District. Connection fees shall be accepted by the District after acceptance of the warranty bond but prior to issuance of side sewer permits. The District shall only issue side sewer permits after acceptance of the Title Transfer of Donated Facilities unless otherwise provided for in this Agreement or Resolution 565 (Model Home Policy), and in all cases only after acceptance of any warranty bond required by this Agreement.

12. TIME OF ESSENCE; NOTICES: Time is of the essence of this Agreement. If City is in default under any terms or conditions of this Agreement, or if any payment provided for in this Agreement is not timely made by the City, this Agreement may be terminated by the District at its option upon 10 days' written notice to the City delivered by certified mail. All notices and payments relating to this Agreement shall be made at the following addresses, unless otherwise provided for in writing:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

The City of Lake Stevens
City Clerk
PO Box 257
Lake Stevens, WA 98258

13. TERM OF CONTRACT/DELAY IN COMPLETION: The Project shall be substantially completed, as determined by the sole discretion of the District, and the Title Transfer of Donated Facilities filed with the County on or before May 25th, 2027. If the Title Transfer of Donated Facilities has not been recorded by the County on or before that date, the City's rights under this Agreement shall cease and terminate and no sewer services shall be connected to the Project. If the City's rights under this Agreement cease pursuant to this section, the \$5,000.00 deposit paid by the City to the District shall be forfeited to the District. Any reapplication for a Developer's Agreement on this Project thereafter, shall be subject to the resolutions, rules, regulations, fees, charges, and policies of the District in effect at the time of such reapplication, as well as the facts and circumstances then prevailing.

14. APPLICABLE LAW; VENUE: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

15. RECORDATION: This Agreement shall be recorded in the office of the Auditor of the County of Snohomish, Washington, and shall constitute an easement, covenant running with the land, and servitude upon the Property, which the City warrants it now owns, and shall be binding upon the parties hereto and their assigns and successors in interest. The cost of such recordation shall be paid by the City.

LAKE STEVENS SEWER DISTRICT
A Washington Special Purpose District

OWNER:
City of Lake Stevens

By _____
Andrea Wright, President and Commissioner

By _____
Its _____

By _____
Dan Lorentzen, Secretary and Commissioner

By _____
Kevin Kosche, Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared City of Lake Stevens before me _____, to me known to be the _____ of, a Washington Municipal Corporation, that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument for and on its behalf.

SUBSCRIBED AND SWORN TO before me by _____ on this ____ day of _____, 2025.

PRINTED NAME: _____
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

131st Ave NE Sewer Extension

Exhibit A: Legal Description

PARCEL ID: 29060800103000

LOT 4, SHORT PLAT RECORDED ON JUNE 26, 1978 UNDER RECORDING NO. 7806260149, RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF PHASE I AND PHASE II OF THE HARTFORD INDUSTRIAL PARK CONDOMINIUM, ACCORDING TO THE SURVEY MAP AND PLANS RECORDED IN VOLUME 44 OF CONDOMINIUMS, PAGE 118, AND BEING UNDER RECORDING NO. 8307275008 AND 8505165006, RECORDS OF SNOHOMISH COUNTY AND ACCORDING TO THE DECLARATION RECORDED UNDER RECORDING NO. 8307270288 AND ANY AMENDMENTS THERETO AND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 6 EAST W.M.;

EXCEPT THEREFROM ANY PORTION WITHIN UNITS A-1, A-2, B-1 AND B-2 OF PHASES I AND II OF THE HARTFORD INDUSTRIAL PARK CONDOMINIUM, ACCORDING TO THE SURVEY MAP AND PLANS RECORDED IN VOLUME 44 OF CONDOMINIUMS, PAGE 118, AND BEING UNDER RECORDING NO. 8307275008 AND 8505165006, AND ACCORDING TO THE DECLARATION RECORDED UNDER RECORDING NO. 8307270288, AND ANY AMENDMENTS THERETO IN THE RECORDS OF SNOHOMISH COUNTY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

131st AVE NE SEWER EXTENSION

Exhibit B: Vicinity Map

