

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.

July 15, 2025 - 6:00 PM

City Council Special Meeting

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

or Join via Zoom: [Zoom Link](#) Passcode: 414565

or call in at (253) 215-8782 Meeting ID: 84509470638 Passcode: 414565

- 1. Call to Order**
- 2. Pledge of Allegiance** Mayor
- 3. Roll Call**
- 4. Approval of Agenda** Council President
- 5. Guest Business**
 - A. Compensation Connections Anya Warrington
- 6. Citizen Comments**
- 7. Council Business** Council President
- 8. Mayor's Business**
- 9. City Department Report**
 - A. Mid-year Capital Projects Update, Including 116th / 117th Street NE Pedestrian Pilot Project Erik Mangold
 - B. Lake Stevens Water Quality Update - Fireworks Shannon Farrant
- 10. Consent Agenda**
 - A. 2025 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of June 24, 2025 Kelly Chelin
 - C. City Council Meeting Minutes for July 1, 2025 Kelly Chelin
 - D. Contract for Public Works/Parks Building Roof Replacement Curtis Clifton
 - E. State Owned Aquatic Lands Lease at North Cove Jill Meis

- | | | |
|------------------------------|--|-----------------|
| F. | Amendment to Interlocal Agreement with Washington State Criminal Justice Training Commission | Jeffrey Beazizo |
| G. | Cancel Council Meetings for Summer Recess | Kelly Chelin |
| H. | Amendment to Interlocal Agreement (ILA) with Snohomish County for Frontier Heights Park | Jill Meis |
| I. | Seattle City Light Agreement | Jill Meis |
| J. | Acceptance of 2025-2026 Wellness Grant from WA Criminal Justice Training Commission | Jeffrey Beazizo |
| 11. Public Hearing | | |
| A. | Automated Traffic Safety Cameras Ordinance | Aaron Halverson |
| 12. Action Items | | |
| A. | Cavalero Park Acquisition | Sarah Garceau |
| B. | Memorandum of Understanding with Arts and Parks Foundation | Russ Wright |
| C. | City Buildings Update | Russ Wright |
| 13. Discussion Items | | |
| A. | Boat Launch Pass Types | Sarah Garceau |
| B. | Introduction to Proposed Development Agreement for KNA Property (LUA2025-0090) | David Levitan |
| 14. Executive Session | | |
| A. | Litigation and Potential Litigation | |
| 15. 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.



City Council Meeting

July 15, 2025



Compensation Study for Non-Represented and Teamsters Positions

1

Today's Request

Review additional information about potential cities to include in the market study

Approve cities to include in the market study

2

Potential Cities

- Arlington
- Bothell
- Edmonds
- Everett
- Kenmore
- Lynnwood
- Marysville
- Mill Creek
- Monroe
- Mount Vernon
- Mountlake Terrace
- Mukilteo

3

PERC Factors

WA Public Employment Relations Commission (PERC)

PERC typically considers:

- Location
- Population size
- Assessed valuation
- Any distinctive characteristics
- Other factors such as talent competition
- Use in past market studies

Assessed valuation: Total value of all real estate located within the city limits – functions as an economic indicator

4

Lake Stevens Factors Considered

- Cities within 50 miles of Lake Stevens – talent competitors
- Population size
- Assessed valuation
- Number of employees
- Budget
- Sales tax
- Services and features
- Use in past market studies

5

Sample Jobs

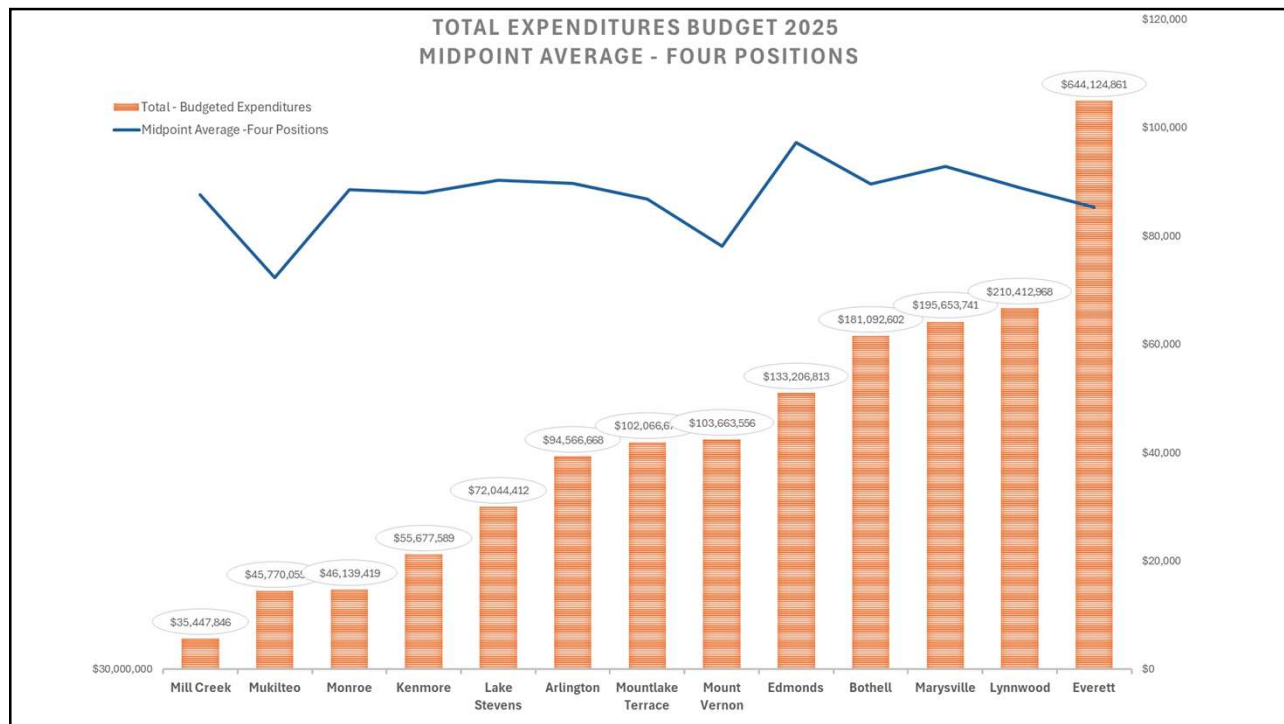
Explore whether there is a relationship between any of the proposed factors and pay

Selected a small sample of jobs and researched pay at each potential city

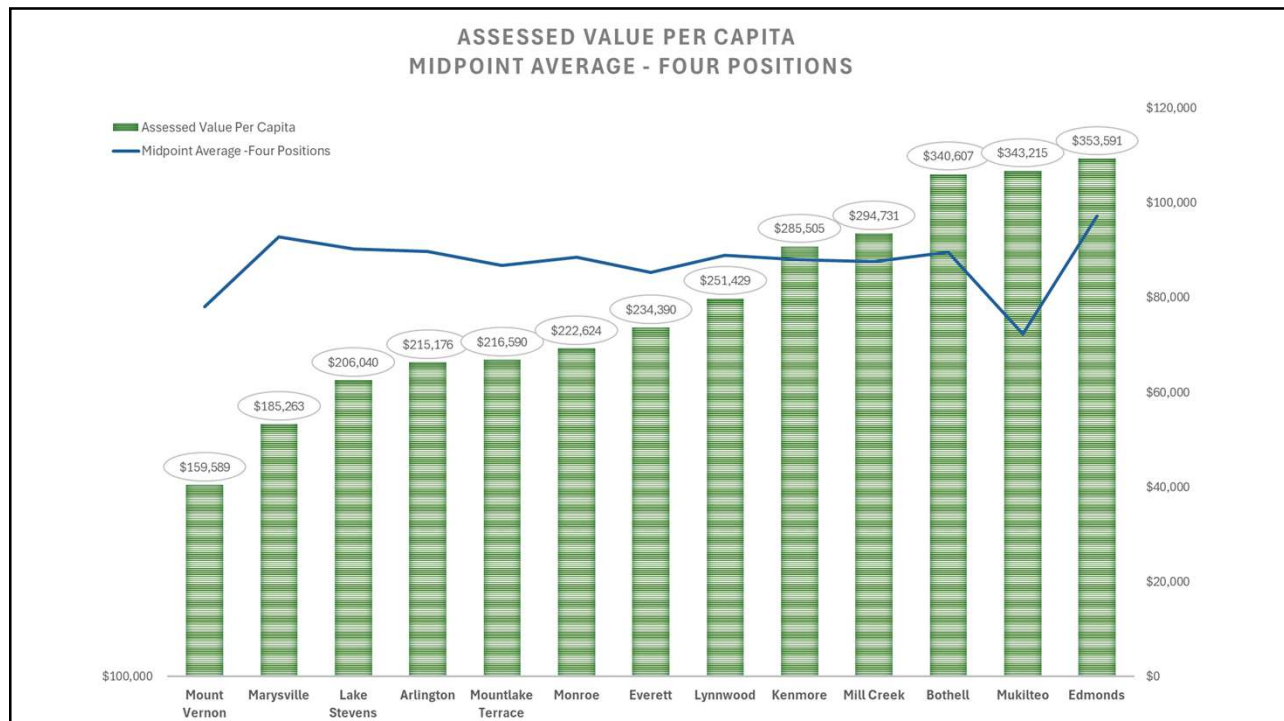
Jobs:

- Accountant
- Administrative Assistant
- Maintenance Worker
- Planner

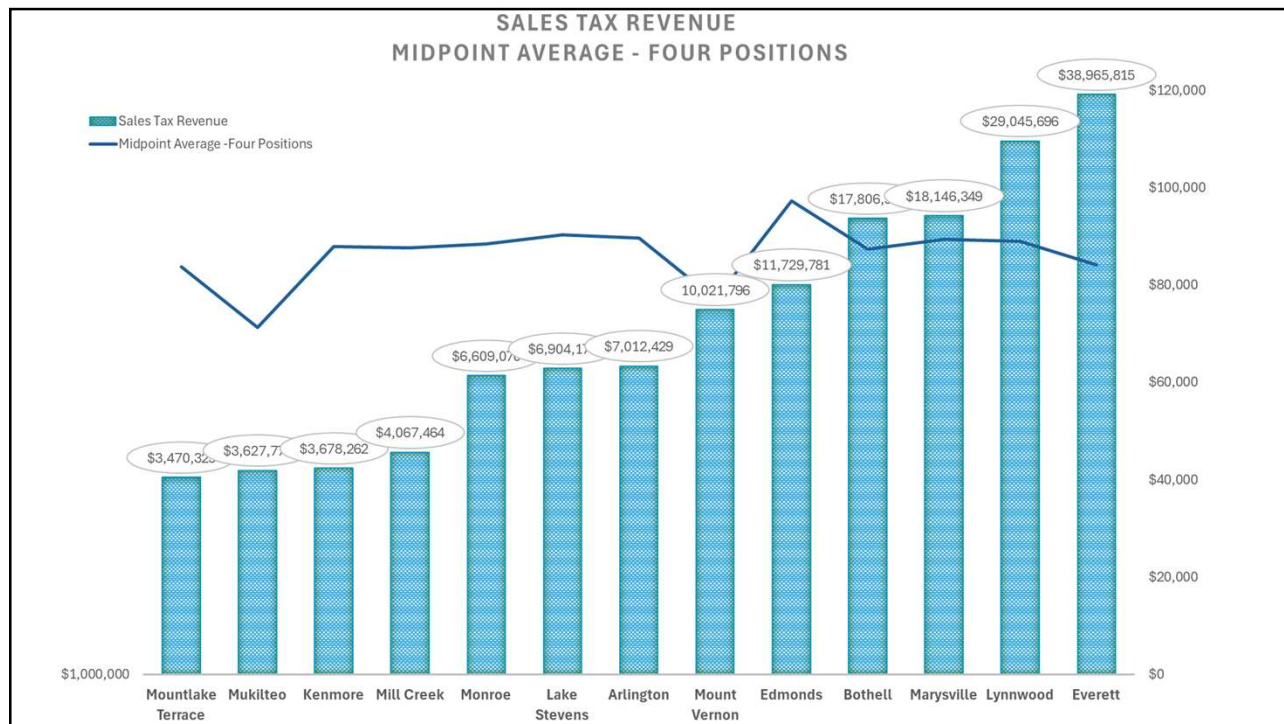
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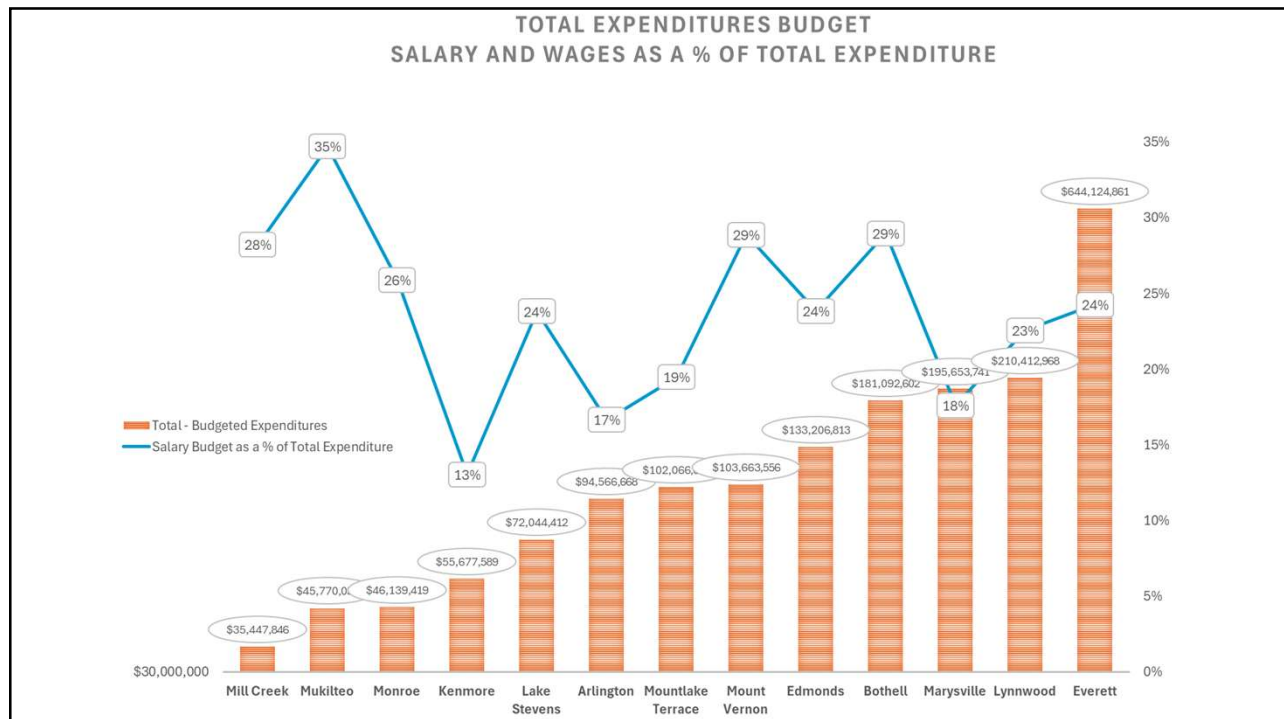
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8



9



10

City Services and Features

City	Police	Fire	Water Utility	WWTP/WRF	Solid Waste Management	Shoreline - Marine OR Fresh	Shopping Mall	Shopping Centers	Ferry Terminal, Transit Center, Bus Service (City Managed), Airport (City Managed), Cemetery (City Managed)
Arlington	X		X	X		X		X	X
Bothell	X	X	X			X		X	
Edmonds	X		X	X		X		X	X
Everett	X	X	X	X		X	X	X	X
Kenmore						X		X	
Lake Stevens	X					X		X	
Lynnwood	X		X	X		X	X	X	X
Marysville	X		X	X	X	X		X	X
Mill Creek	X					X		X	
Monroe	X		X	X		X		X	
Mount Vernon	X	X		X	X	X		X	
Mountlake Terrace	X		X	X		X		X	X
Mukilteo	X	X				X			X

11

Recommendation

Consultants and HR Director recommend utilizing:

- Arlington
- Bothell
- Edmonds
- Everett
- Kenmore
- Lynnwood
- Marysville
- Mill Creek
- Monroe
- Mount Vernon
- Mountlake Terrace
- Mukilteo

12

Today's Request

- ✓ Review additional information about potential cities to include in the market study
- ☐ Approve cities to include in the market study

CITY DEPARTMENT REPORT



Agenda Date: 7/15/2025

Contact Person/Department: Erik Mangold, Public Works

The City is involved in several active capital improvement projects around Lake Stevens. Capital improvement projects can include adding or improving transportation infrastructure, stormwater facilities and conveyance, sanitary sewer infrastructure, city parks, trails or facilities, and other key projects.

The Public Works Capital Projects Manager will present a mid-year update for current projects managed by the Engineering division, including:

- [116th / 117th Street NE Pedestrian Pilot Project Summary](#)
 - The final Pilot Implementation Memorandum will be posted to the project website prior to the Council meeting.
- 117th Ave NE Sidewalk (20th to 26th St NE) TBP-04
- [131st Avenue Infrastructure Improvements FC-112](#)
- [20th St NE and Main Street Roundabout RD-113](#)
- [91st Ave SE Sidewalk \(20th to 12th St SE\) TBP-05](#)
- [99th Ave NE Sidewalk \(1st St SE to Chapel Hill Rd\) TBP-14](#)
- Annual Citywide Road Striping and Thermoplastic RD-214
- [Annual Pavement Preservation Program RD-203](#)
- [Bridge 06 Replacement - 36th Street NE SW-103](#)
- Downtown Regional Stormwater Facility
- [Frontier Heights Park Phase II PR-100](#)
- Lake Stevens Bayview Connector Phase 0.5 PR-108
- [Main Street Improvements \(16th St NE to 20th St NE\) RD-101](#)
- Soper Hill Sidewalk (Lake Drive to SR9) TBP-07

Underlined projects can be clicked on to access the associated capital project website.

City of Lake Stevens
2025 - 2030 Capital Improvement Plan

Type	Project No.	Project Name	Total Project Cost	2025	2026	2027	2028	2029	2030	Grants		
										Amount	Source	Notes
STREETS	RD-101	Main St. Improvements (16th St NE to 20th St NE)	\$ 3,820,000	\$ 3,820,000						\$ 3,304,000	FHWA	Obligated
	FC-112	131st Avenue Infrastructure Improvements	\$ 2,500,000	\$ 2,500,000						\$ 700,000	LSSD Share	Negotiations in process
	RD-113	20th St NE and Main Street Roundabout	\$ 2,500,000	\$ 500,000	\$ 2,000,000					\$ 2,500,000	Federal Earmark	Obligate by Sept. 2026
	TBD-04	117th Ave NE Sidewalk (20th to 26th St NE)	\$ 1,500,000	\$ 300,000	\$ 1,200,000							
	TBD-05	91st Ave SE Sidewalk (20th to 12th St SE)	\$ 2,600,000	\$ 300,000	\$ 300,000	\$ 2,000,000				\$ 800,000	WSDOT SRTS	Applied / unsecured
	TBD-07	Soper Hill Sidewalk & Sewer Improvements	\$ 3,700,000	\$ 400,000	\$ 300,000	\$ 3,000,000						
		20th St SE Widening (Trestle to 83rd Ave)	\$ 14,200,000	\$ 200,000	\$ 1,500,000	\$ 1,500,000	\$ 11,000,000			\$ 2,432,000	TIB	Applied / unsecured
	RD-100	79th Ave SE Access Road	\$ 3,180,000		\$ 400,000	\$ 2,780,000						
	TBD-06	N Lakeshore Dr Sidewalk (Main St to 123rd Ave NE)	\$ 225,000			\$ 100,000	\$ 125,000					
	TBD-01	16th Street NE Multi-Use Path	\$ 3,150,000			\$ 350,000	\$ 300,000	\$ 2,500,000		\$ 2,500,000	Capital Transportation	Available 2029
	RD-102I	91st Ave NE Commercial Revitalization Phase I	\$ 3,850,000				\$ 350,000	\$ 3,500,000				
	RD-102II	91st Ave NE Commercial Revitalization Phase II	\$ 1,100,000			\$ 100,000	\$ 1,000,000					
	CP-140S	South Lake Stevens Multi-Use Path Phase II	\$ 3,650,000			\$ 400,000	\$ 250,000	\$ 3,000,000		\$ 3,000,000	Capital Transportation	Available 2029
	TBD-18	South Lake Stevens Multi-Use Path Phase III	\$ 3,500,000					\$ 500,000	\$ 3,000,000			
		Annual Citywide Road Striping and Thermoplastic	\$ 600,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000		
	RD-202	Annual ADA & Sidewalk Improvements	\$ 600,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000		
	RD-203	Annual Pavement Preservation Program	\$ 5,400,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000		
	RD-205	Traffic Safety & Calming Program	\$ 600,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000			
		\$ 56,675,000	\$ 9,220,000	\$ 6,900,000	\$ 11,430,000	\$ 14,225,000	\$ 10,700,000	\$ 4,200,000	\$ 15,236,000			
PARKS	PR-100	Frontier Heights Phase II	\$ 2,350,000	\$ 2,350,000						\$ 1,204,352	RCO	Secured thru 2025
	PR-123	Eagle Ridge Storage Building	\$ 22,850	\$ 22,850								
	PR-206	Eagle Ridge Property Acquisition	\$ 935,000	\$ 935,000								
	PR-141	North Cove Non-Motorized Dock	\$ 170,000	\$ 170,000								
	PR-103	North Cove Light Bollard Replacement	\$ 150,000	\$ 150,000								
	PR-113	Davies Beach Pier Resurfacing	\$ 100,000	\$ 100,000								
	PR-106	West Lake Park Recreation Amenities	\$ 100,000	\$ 100,000								
	PR-104	Cedarwood Property	\$ 1,649,500	\$ 499,500	\$ 1,150,000					\$ 1,123,000	State	Secured
	PR-102	Eagle Ridge Park Phase II	\$ 3,339,000	\$ 339,000		\$ 3,000,000				\$ 2,000,000	RCO	Applied / unsecured
	PR-201	N Cove Marina Feasibility & Marine Unit Relocation	\$ 4,125,000	\$ 160,000	\$ 850,000	\$ 3,115,000				\$ 40,000	Fire District	
	PR-105	Davies Beach Parking Lot	\$ 500,000		\$ 150,000	\$ 350,000						
	PR-207	North Cove Parking Lot	\$ 1,300,000		\$ 300,000	\$ 1,000,000						
	PR-117	Annual Mini Park Restorations	\$ 500,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000			
	PR-108	Lake Stevens Bayview Connector Phase 1A	\$ 800,000	\$ 800,000								
	PR-203	Lake Stevens Bayview Connector Phase 1	\$ 2,700,000	\$ 500,000		\$ 2,200,000						
	PR-204	Lake Stevens Bayview Connector Phase 2	\$ 2,800,000			\$ 500,000	\$ 2,300,000					
	PR-205	Lake Stevens Bayview Connector Phase 3	\$ 5,100,000			\$ 500,000	\$ 4,600,000					
	PR-109	Lake Stevens Bayview Connector Phase 4	\$ 1,700,000				\$ 500,000	\$ 1,200,000				
	PR-110	Centennial Woods Trail Improvements	\$ 200,000				\$ 200,000					
	PR-111	Pump Track and Climbing Walls	\$ 1,100,000				\$ 1,100,000					
	PR-126	Lundeen Park Restroom Building	\$ 950,000					\$ 150,000	\$ 800,000			
	PR-202	Davies Beach Boat Launch Repair	\$ 85,000						\$ 85,000			
	PR-112	South Lake Stevens Acquisition of Park Property	\$ 5,000,000						\$ 5,000,000			
		\$ 35,676,350	\$ 6,126,350	\$ 2,550,000	\$ 10,765,000	\$ 8,800,000	\$ 1,450,000	\$ 5,985,000	\$ 4,367,352			
FACILITIES	FC-111	PW/Parks Building Feasibility Study	\$ 30,000	\$ 30,000								
		Evergreen Office Building (siding, HVAC, fire alarm)	\$ 257,000	\$ 257,000								
	FC-107	1819 Building (HVAC, fire panel)	\$ 165,000	\$ 165,000								
		PW Shop Improvements (electrical panels, roof, cracked walls)	\$ 90,000	\$ 90,000								
		PD Station (fire alarm)	\$ 120,000	\$ 120,000								
		PD Evidence Building (fire alarm, security system panels)	\$ 120,000	\$ 120,000								
		Municipal Service Campus	\$ 4,100,000	\$ 4,100,000								
	FC-101	Museum	\$ 2,987,000	\$ 2,987,000						\$ 764,000	Capital Heritage Grant	Secured through 2025
	FC-204	Police Training Center Lighting	\$ 50,000	\$ 50,000							Energy Conservation	
		Visitor Information Center (electrical panel)	\$ 44,500	\$ 8,500		\$ 36,000						
	FC-114	Machias Sewer Infrastructure Improvements	\$ 3,235,000	\$ 135,000	\$ 300,000	\$ 300,000	\$ 2,500,000					
		Senior Center (roof, HVAC)	\$ 78,000		\$ 78,000							
	FC-115	20th St SE Water Main Extension	\$ 100,000		\$ 100,000							
	FC-104	Library (fire alarm, HVAC)	\$ 141,000			\$ 141,000						
	FC-202	Police Office Space Expansion	\$ 2,000,000						\$ 2,000,000			
		\$ 13,517,500	\$ 8,062,500	\$ 478,000	\$ 477,000	\$ 2,500,000	\$ -	\$ 2,000,000	\$ 764,000			
STORM		Downtown Regional Stormwater Facility	\$ 500,000	\$ 500,000								
	SW-104	Bridge 06 Replacement - 36th Street NE	\$ 6,631,000	\$ 1,131,000	\$ 5,500,000					\$ 911,000	PW Board Loan	Award / unsecured
	SW-111	Catherine Creek/Hartford Crossing Replacement	\$ 3,400,000	\$ 280,000	\$ 300,000	\$ 2,820,000						
	SW-108	36th St Culvert Replacement	\$ 1,765,000	\$ 265,000		\$ 1,500,000				\$ 225,000	Fish Barrier Removal	Applied / unsecured
	SW-106	Hartford Crossing - New and Channel Realignment	\$ 10,600,000	\$ 500,000	\$ 500,000	\$ 600,000	\$ 9,000,000			\$ 500,000	EPA	Fed Direct Award / unsecured
	SW-105	20th St NE Culvert Replacement/Channel Realignment	\$ 6,000,000		\$ 400,000	\$ 400,000	\$ 5,200,000					
	SW-107	18th Street NE Culvert Replacement/Realignment	\$ 5,000,000		\$ 400,000	\$ 400,000	\$ 4,200,000					
	SW-101	Weir Replacement	\$ 740,000			\$ 740,000						
		Original Outlet Channel Restoration	\$ 7,500,000			\$ 300,000		\$ 7,200,000				
	SW-103	99th Ave SE/4th St SE Culvert Feasibility	\$ 2,040,000					\$ 340,000	\$ 1,700,000			
		\$ 44,176,000	\$ 2,676,000	\$ 7,100,000	\$ 6,760,000	\$ 18,400,000	\$ 7,540,000	\$ 1,700,000	\$ 1,636,000			
			\$150,044,850	\$26,084,850	\$17,028,000	\$29,432,000	\$43,925,000	\$19,690,000	\$13,885,000	\$22,003,352		
TOTAL				2025	2026	2027	2028	2029	2030			
												10/18/2024

CITY DEPARTMENT REPORT



Agenda Date: 7/15/2025

Contact Person/Department: Shannon Farrant, Public Works

In response to Council's interest in potential water quality impacts from fireworks displays, the City of Lake Stevens participated in a 2024 U.S. Environmental Protection Agency (USEPA) study examining 226 lakes nationwide. As part of the study, the City collected water samples from three locations—Davies Park, Lundeen Park, and North Cove Park—on July 3, 5, and 14, 2024.

Water quality samples were tested for perchlorate, a compound that enhances the effects and colors of fireworks and is not naturally occurring in the northwest, according to the USEPA. Although unregulated at the federal level, perchlorate is recognized for its potential to disrupt thyroid function in both humans and aquatic life. In fish, even low-level exposure (>1.0 parts per billion [ppb]) can impair thyroid hormone production, leading to reduced growth, abnormal development, and neurobehavioral effects (Patino et al., 2003; [Theodorakis et al., 2006](#)).

The results showed a clear spike in perchlorate concentrations at all three sampling locations between July 3 to July 5, 2024, with concentrations averaging 1.04 ppb, above the 1.0 ppb threshold considered harmful to aquatic species. Although the EPA-funded study ended in 2024, with a cost of \$3,000 the city took the initiative to continue the sampling efforts in 2025. Results are pending, but if they show a rising baseline year over year it may indicate a cumulative impact from fireworks displays.

Sampling

Samples were taken on July 3, 5 and approximately a week later in both 2024 and 2025 from the top of the water column at Davies Park, Lundeen Park and North Cove Park using clean bottles and hand dipping. The samples were collected from the boat or kayak. The bottles were then frozen and mailed to the lab where they were tested.

2024 Results

A spike in perchlorate concentrations was observed on July 5, 2024, at all three sample locations (Figure 1), with the most significant spike in North Cove Park. Perchlorate concentrations averaged 0.37 ppb on July 3, 1.04 ppb on July 5 and 0.50 ppb on July 14.

Figure 1 - included in the attached PDF report.

Perchlorate concentrations in Lake Stevens were higher when compared to the national average among the 226 participating lakes (Figure 2), ranging from 0.182 to 2.17 ppb. The red circles on the graph below plot the results from the sampling locations on Lake Stevens compared to the national average.

Figure 2 - included in the attached PDF report

Discussion

The data suggests that the perchlorate concentration on July 5 may have been harmful to aquatic organisms by exceeding the 1.00 ppb threshold. Fortunately, the average perchlorate concentration decreased to under the 1.0 ppb threshold by July 14. This is attributed to mixing or outflow through the lake's outlets.

Studies have shown that perchlorate is persistent in aquatic environments and can accumulate, especially in low-flushing water bodies. While the perchlorate concentrations measured in Lake Stevens were above the national average of the 226 lakes in the EPA study, specific information about those lakes is not known. Additional sampling each year will be necessary to determine if perchlorate is accumulating in Lake Stevens.

Conclusion

This study has provided valuable baseline data showing that fireworks displays can contribute measurable levels of perchlorate to Lake Stevens, with concentrations temporarily exceeding thresholds considered harmful to aquatic life. While perchlorate levels declined within days, the presence of this contaminant—absent from the natural environment in the Pacific Northwest—warrants continued monitoring. The 2025 sample results will be critical in determining whether a long-term trend is emerging and whether continued annual sampling is recommended in 2026. Given the range of pollutant sources affecting Lake Stevens, expanding water quality monitoring to include tributary streams may offer a more comprehensive understanding of year-round watershed impacts and better inform strategies to protect the lake's health.

City of Lake Stevens – Water Quality Monitoring Summary: Fireworks and Perchlorate Impacts (2024)

Executive Summary

In response to Council's interest in potential water quality impacts from fireworks displays, the City of Lake Stevens participated in a 2024 U.S. Environmental Protection Agency (USEPA) study examining 226 lakes nationwide. As part of the study, the City collected water samples from three locations—Davies Park, Lundeen Park, and North Cove Park—on July 3, 5, and 14, 2024.

Water quality samples were tested for perchlorate, a compound that enhances the effects and colors of fireworks and is not naturally occurring in the northwest, according to the USEPA. Although unregulated at the federal level, perchlorate is recognized for its potential to disrupt thyroid function in both humans and aquatic life. In fish, even low-level exposure (>1.0 parts per billion [ppb]) can impair thyroid hormone production, leading to reduced growth, abnormal development, and neurobehavioral effects (Patino et al., 2003; [Theodorakis et al., 2006](#)).

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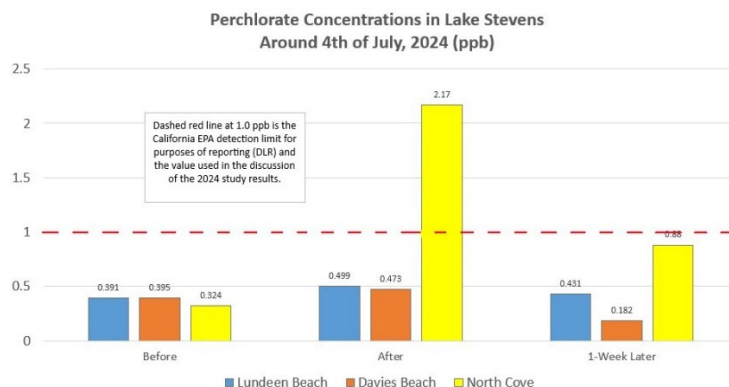


Figure 1. Perchlorate concentrations at each sampling location before and after the fourth of July.

Perchlorate concentrations in Lake Stevens were higher when compared to the national average among the 226 participating lakes (Figure 2), ranging from 0.182 to 2.17 ppb. The red circles on the graph below plot the results from the sampling locations on Lake Stevens compared to the national average.

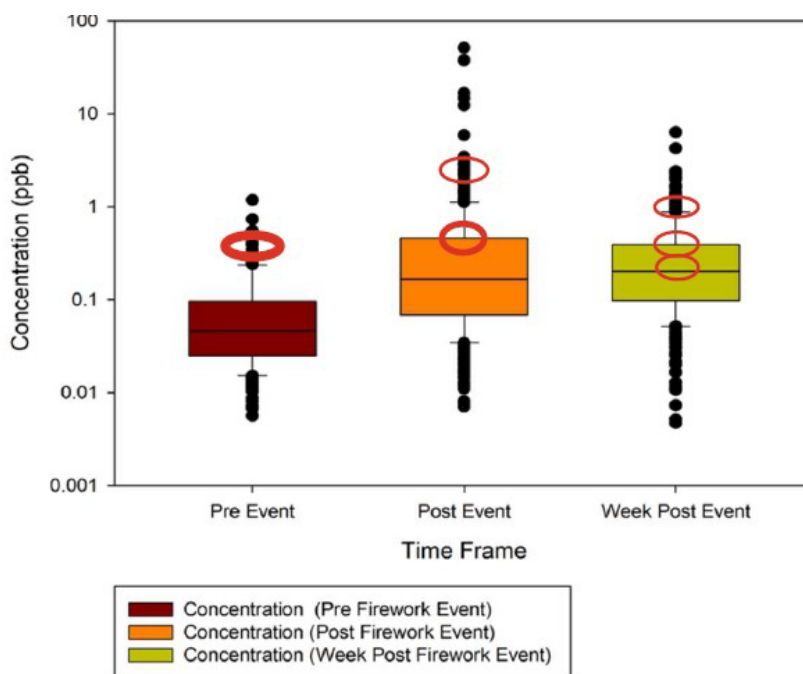


Figure 2. Perchlorate concentrations in Lake Stevens compared to the 226 lakes included in the 2024 EPA study.

Discussion

The data suggests that the perchlorate concentration on July 5 may have been harmful to aquatic organisms by exceeding the 1.00 ppb threshold. Fortunately, the average perchlorate concentration decreased to under the 1.0 ppb threshold by July 14. This is attributed to mixing or outflow through the lake's outlets.

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Conclusion

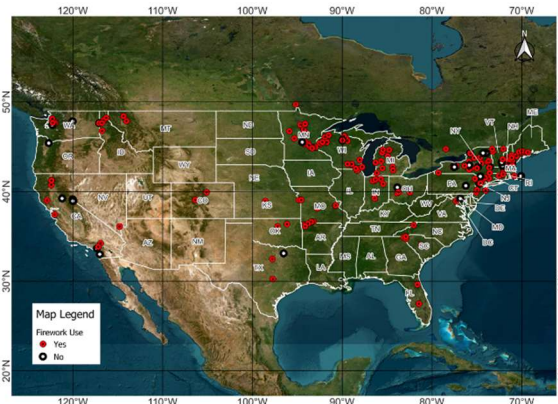
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Quantification and Modeling of Perchlorate Impacts from Fireworks on Drinking Water Sources

EPA Grant # R840554

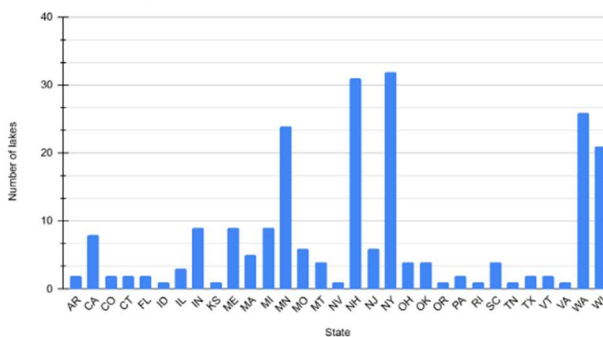
Lake Sampling Results for July 2024

In total, 262 citizens volunteered to take samples in 226 US lakes, located within 31 states in the United States. Fireworks is used in 85% of the lakes (map location below).



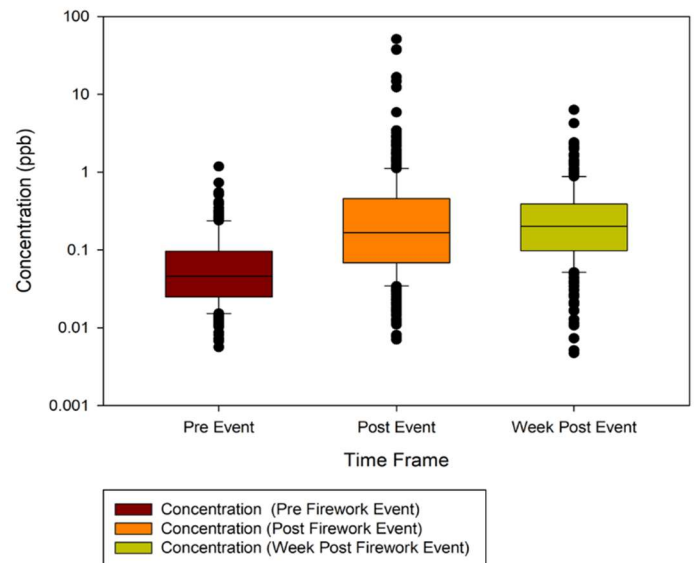
Lakes were sampled before, after, and one week after fireworks. Samples were analyzed by Texas Tech using a Dionex Integrion Ion chromatograph couples with a MS SCIEX-Triple Quad-3500. The sensitivity of the analytical method is 0.05 parts per billion (ppb).

Number of lakes per state



A total of 1059 samples were analyzed and only 85 of them had perchlorate concentrations > 1 ppb. The Box Plot below, obtained using the entire data, reveals that the vast majority of the samples taken before the fireworks had very low levels of perchlorate < 1 ppb with mean concentrations below 0.1 ppb.

After the fireworks, the mean concentration increased to above 0.1 ppb with some higher concentrations (between 1-100 ppb) found for 11.42% of the samples taken after fireworks. After one week, the mean concentration stayed below 1 ppb and the higher concentrations decreased to 1-10 ppb range, showing the impact of mixing and/or abatement on perchlorate levels in the lakes.



Lake Name		Before (ppb) 7/3/2024	After (ppb) 7/5/2024		1 week after (ppb) 7/14/2024
STEVENS - COVE 7/5 29731		0.324	2.17		0.88
STEVENS - DAVIES 7/5 29730		0.395	0.473		0.182
STEVENS - LUNDEEN 7/5 29729		0.391	0.499		0.431

BLANKET VOUCHER APPROVAL
2025

Payroll Direct Deposits	06/25/2025, 07/10/2025	\$912,667.74
Payroll Checks		
Electronic Funds Transfers	ACH	\$837,155.56
Claims	63787-63919	\$1,167,053.11
Void Checks	59828, 62057, 62147, 62788, 63029, 63698, 63730	(\$2,830.08)
Total Vouchers Approved:		\$2,914,046.33

This 15th day of July 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

July 15, 2025



City expenditures by type for this voucher packet		
Personnel Costs	\$912,668	31%
Payroll Federal Taxes	\$341,539	12%
Retirement Benefits - Employer	\$187,193	6%
Medical Benefits - Employer	\$263,447	9%
Other Employer Paid Benefits	\$9,267	0%
Employee Paid Benefits	\$59,775	2%
Supplies	\$50,115	2%
Professional Services	\$503,452	17%
Refunds	\$1,893	0%
Capital *	\$570,964	20%
Debt Payments	\$16,563	1%
Void Checks	-\$2,830	0%
Total	\$2,914,046	100%

Large Purchases *

* LS Council Chambers & Infrastructure \$19,266

* LS Main Street Improvements \$63,330

* 18013 Main Street Improvements PE#4 \$479,062

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 06/20/2025 - 07/10/2025

Total for Period
\$2,004,208.67

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	CM-2-2759	001 008 521 20 31 06	LE - Uniform Clothing	Pants Refund - Cooper	63794	(\$98.36)
911 Supply Inc	INV-2-53674	001 008 521 20 31 06	LE - Uniform Clothing	Hero Name Tape - Byrant	63794	\$28.05
911 Supply Inc	INV-2-53789	001 008 521 20 31 06	LE - Uniform Clothing	Clip on Tie - Holland	63794	\$15.15
911 Supply Inc	INV-2-53790	001 008 521 20 31 06	LE - Uniform Clothing	Clip on Tie/Logo Embroidery	63794	\$31.55
911 Supply Inc	INV-2-53791	001 008 521 20 31 06	LE - Uniform Clothing	Name Tapes/ID Panels	63794	\$357.23
911 Supply Inc	INV-2-53792	001 008 521 20 31 05	LE-Equipment - New Officers	Jackets - Lewis	63794	\$604.75
911 Supply Inc	INV-2-53865	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor - Fiske	63794	\$1,951.01
911 Supply Inc	INV-2-53910	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor - Bassett	63794	\$1,970.69
911 Supply Inc	INV-2-53978	001 008 521 20 31 06	LE - Uniform Clothing	Hero Name Tape - Barnes	63794	\$20.77
911 Supply Inc	INV-2-53981	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hero Name Tape - Lewis	63794	\$22.77
911 Supply Inc	INV-2-53982	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hero Name Tape - Bassett	63794	\$22.77
					63794 Total	\$4,926.38
AAA of Everett Fire Extinguisher Co Inc	EV171312	001 008 521 50 48 00	LE-Facility Repair & Maint	Annual Fire Extinguisher Service	63795	\$807.56
					63795 Total	\$807.56
AACRA Backflow Testing and Repair	16795	001 010 576 80 41 00	PK-Professional Services	Backflow Test for Oak Hill/NCBL/Frontier Heights	63796	\$195.00
					63796 Total	\$195.00
Ace Hardware	81130/7	001 010 576 80 31 05	PK-R&M Supplies	NC Water Fountain Repair Supplies	63797	\$72.05
Ace Hardware	81159/7	001 010 576 80 31 03	PK- Equipment & Tools	Spider Driver Bits	63797	\$10.48
Ace Hardware	81164/7	101 016 544 90 31 02	ST-Operating Cost	Vinyl Self-Adhesive Numbers	63797	\$3.92
Ace Hardware	81164/7	410 016 531 10 31 02	SW - Operating Costs	Vinyl Self-Adhesive Numbers	63797	\$3.91
Ace Hardware	81166/7	101 016 544 90 31 02	ST-Operating Cost	Flushlever	63797	\$3.71
Ace Hardware	81166/7	410 016 531 10 31 02	SW - Operating Costs	Flushlever	63797	\$3.71
Ace Hardware	81167/7	001 010 576 80 31 00	PK-Operating Supplies	Boat Oil	63797	\$49.18
Ace Hardware	81167/7	001 010 576 80 31 00	PK-Operating Supplies	NC Irrigation PVC Coupler	63797	\$2.40
Ace Hardware	81167/7	001 010 576 80 31 00	PK-Operating Supplies	NC Irrigation Riser	63797	\$4.35
Ace Hardware	81167/7	001 010 576 80 31 00	PK-Operating Supplies	Trimmer Spool	63797	\$33.87
Ace Hardware	81181/7	001 010 576 80 31 03	PK- Equipment & Tools	Drill Bit Set	63797	\$21.85
Ace Hardware	81187/7	005 000 518 20 30 00	RP - Operating Supplies	Coil Cleaner - 1819 S Lake & 10515 20th St	63797	\$61.16
Ace Hardware	81187/7	001 012 572 20 48 00	CS- Library-Repair & Maint	Coil Cleaner - Library	63797	\$30.59
Ace Hardware	81189/7	005 000 518 20 30 00	RP - Operating Supplies	Adjustable Metal Heavy Duty Hose Nozzle - 10515 20th St	63797	\$19.66
Ace Hardware	81190/7	101 016 544 90 31 02	ST-Operating Cost	Window Cleaner/Garden Seed	63797	\$63.28
Ace Hardware	81191/7	101 016 544 90 31 02	ST-Operating Cost	Bleach Sprayer	63797	\$40.43
Ace Hardware	81194/7	101 016 544 90 31 02	ST-Operating Cost	Picture Hang Strips/Mounting Tape	63797	\$24.67
Ace Hardware	81194/7	410 016 531 10 31 02	SW - Operating Costs	Picture Hang Strips/Mounting Tape	63797	\$24.67
Ace Hardware	81200/7	410 016 531 10 31 02	SW - Operating Costs	Wade Pool	63797	\$42.59
Ace Hardware	81202/7	005 000 518 20 30 00	RP - Operating Supplies	Keyrafter - 1819 S Lake	63797	\$4.36
Ace Hardware	81207/7	001 013 518 20 31 00	GG-Operating Costs	Caulk Tool/Caulk	63797	\$45.67
Ace Hardware	81207/7	101 016 544 90 31 02	ST-Operating Cost	Caulk Tool/Caulk	63797	\$2.05
Ace Hardware	81207/7	410 016 531 10 31 02	SW - Operating Costs	Caulk Tool/Caulk	63797	\$3.60
Ace Hardware	81208/7	101 016 544 90 31 02	ST-Operating Cost	Roller Frame/Roller Covers/Paint Trays	63797	\$41.74
Ace Hardware	81218/7	001 010 576 80 31 00	PK-Operating Supplies	Builder Board - W Lake Park Trail Lane Split	63797	\$71.03
Ace Hardware	81223/7	001 010 576 80 31 05	PK-R&M Supplies	Oak Hill Irrigation Seasonal Repair Supplies	63797	\$67.50

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	81234/7	001 013 518 20 31 00	GG-Operating Costs	Surge Protectors	63797	\$33.05
Ace Hardware	81234/7	101 016 544 90 31 02	ST-Operating Cost	Surge Protectors	63797	\$1.49
Ace Hardware	81234/7	410 016 531 10 31 02	SW - Operating Costs	Surge Protectors	63797	\$2.60
Ace Hardware	81238/7	101 016 544 90 31 02	ST-Operating Cost	Carbon Fiber Staplers/Staples	63797	\$95.71
					63797 Total	\$885.28
AFLAC	350276	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	EFT	\$839.38
					EFT Total	\$839.38
Alaska Rubber Group Inc	N077155	101 016 544 90 31 02	ST-Operating Cost	Hose Assy	63798	\$81.86
Alaska Rubber Group Inc	N077155	410 016 531 10 31 02	SW - Operating Costs	Hose Assy	63798	\$81.85
					63798 Total	\$163.71
Amazon Capital Services	11FK-1Q7T-XXQR	001 010 576 80 31 00	PK-Operating Supplies	Trash Bags	63799	\$51.61
Amazon Capital Services	11MG-LTPT-G7WN	001 006 518 80 31 00	IT- Operating Supplies	Anker HDMI Cable	63799	\$19.66
Amazon Capital Services	141H-XJR7-1739	001 010 576 80 31 00	PK-Operating Supplies	Paint Tray Liner/Paint Roller Covers	63799	\$36.99
Amazon Capital Services	141H-XJR7-1739	001 010 576 80 31 03	PK- Equipment & Tools	Paper Towel Dispenser Key	63799	\$9.83
Amazon Capital Services	14G9-PD6Q-DKDP	001 007 558 50 31 01	PL-Operating Supplies	Clipboard/Cubicle Shelf - Ludden	63799	\$88.43
Amazon Capital Services	191K-DPLX-PPKX	001 010 576 80 31 05	PK-R&M Supplies	Corner Brace/Heavy Duty Fastener - Bollard Repairs	63799	\$34.51
Amazon Capital Services	19F6-YYQD-Y3VN	001 012 575 50 31 00	CS- The Mill- Ops	Exposed Sensor Water Closet Flushometer	63799	\$655.50
Amazon Capital Services	19G4-1LXQ-JJDW	001 008 521 20 31 01	LE-Fixed Minor Equipment	Dewalt 20V MAX Blower	63799	\$119.14
Amazon Capital Services	19G4-1LXQ-JJDW	001 008 521 20 31 01	LE-Fixed Minor Equipment	Mesh Muzzle Pack	63799	\$24.04
Amazon Capital Services	19G4-1LXQ-JJDW	001 008 521 20 31 01	LE-Fixed Minor Equipment	USB A to USB C Cables	63799	\$30.58
Amazon Capital Services	19JW-CJTM-FMND	001 010 576 80 31 00	PK-Operating Supplies	War Memorial Plates	63799	\$37.12
Amazon Capital Services	19TM-MGNV-P9L7	001 010 576 80 31 08	PK-Special Event Supplies	Trailer Pins Return	63799	(\$10.92)
Amazon Capital Services	1CHQ-9QLQ-GGHD	001 007 558 50 31 01	PL-Operating Supplies	Foot Rest - Ludden	63799	\$25.13
Amazon Capital Services	1DJ3-KFGD-DMFK	001 007 559 30 31 01	PB-Operating Supplies	Cleaner Wipes/Wiper Blades/Trunk Organizer	63799	\$177.75
Amazon Capital Services	1DJ3-KFGD-DMFK	001 013 518 20 31 00	GG-Operating Costs	Dish Soap for CH Breakroom	63799	\$15.16
Amazon Capital Services	1FFR-6MRR-TTYR	001 010 576 80 31 00	PK-Operating Supplies	Repair Plugs for Bollards NC	63799	\$45.80
Amazon Capital Services	1FL7-NK64-961Q	410 016 531 10 31 02	SW - Operating Costs	Wireless Keyboard/Umbrella Stand	63799	\$31.13
Amazon Capital Services	1FL7-NK64-961Q	101 016 544 90 31 02	ST-Operating Cost	Wireless Keyboard/Umbrella Stand/Notebooks	63799	\$57.35
Amazon Capital Services	1FM3-49GN-WTNT	001 010 576 80 31 00	PK-Operating Supplies	iPhone Screen Protectors/USB Chargers	63799	\$54.14
Amazon Capital Services	1HDQ-Y7VN-CTR1	001 008 521 20 31 00	LE-Office Supplies	Brother Wireless Compact All-in-One Laser Printer	63799	\$273.24
Amazon Capital Services	1HKP-PH1C-GDT7	001 010 576 80 31 00	PK-Operating Supplies	2-Cycle Engine Oil	63799	\$145.40
Amazon Capital Services	1J44-DWFC-VVVP	001 010 576 80 31 00	PK-Operating Supplies	2 Cycle Oil	63799	\$83.40
Amazon Capital Services	1KC1-XWFM-F7NW	001 010 576 80 31 00	PK-Operating Supplies	Command Hanging Strips/Double Sided Tape	63799	\$30.54
Amazon Capital Services	1KC1-XWFM-F7NW	001 010 576 80 31 03	PK- Equipment & Tools	Hand Saw/Tape Measure/Replacement Blade	63799	\$228.20
Amazon Capital Services	1KDH-KKGW-WNTD	410 016 531 10 31 02	SW - Operating Costs	Foot Rest for Under the Desk	63799	\$13.11
Amazon Capital Services	1KRK-19NW-QT6M	001 010 576 80 31 07	PK-Recreation Supplies	Tennis Paddles for NC	63799	\$48.42
Amazon Capital Services	1KRK-19NW-QT6M	001 010 576 80 31 00	PK-Operating Supplies	Tree Trunk Protector for West Lake Dog Park	63799	\$32.78
					63799 Total	\$2,358.04
Amazon Capital Services	1LRT-JYTD-4VL9	001 013 518 20 31 00	GG-Operating Costs	Pens/Sharpies/Notepads/Desktop Organizer/Binder Clips	63800	\$102.41
Amazon Capital Services	1LWQ-X147-DT49	001 013 518 20 31 00	GG-Operating Costs	Copy Paper for CH	63800	\$43.71
Amazon Capital Services	1LWQ-X147-DT49	001 007 559 30 31 02	PB-Clothing	Hi-Viz Pro Gloves - C Fauth	63800	\$11.32
Amazon Capital Services	1MR1-3MKL-KYHT	001 008 521 21 31 00	LE-Boating Minor Equipment	Sunscreen Spray	63800	\$72.24
Amazon Capital Services	1MVX-WHW6-P4VK	001 008 521 20 31 00	LE-Office Supplies	Flash Drives	63800	\$54.63
Amazon Capital Services	1NPW-R1V1-PJX7	001 010 576 80 31 00	PK-Operating Supplies	Steel Delivery Box for Packages	63800	\$155.20
Amazon Capital Services	1NPW-R1V1-PJX7	101 016 544 90 31 02	ST-Operating Cost	Steel Delivery Box for Packages	63800	\$155.21
Amazon Capital Services	1NPW-R1V1-PJX7	410 016 531 10 31 02	SW - Operating Costs	Steel Delivery Box for Packages	63800	\$155.20
Amazon Capital Services	1NV4-RFFG-RQRW	001 010 576 80 31 00	PK-Operating Supplies	Dog Park Tree Protectors	63800	\$32.78
Amazon Capital Services	1P7N-VNDW-7WQX	001 010 576 80 31 00	PK-Operating Supplies	iPhone Magsafe Wallet	63800	\$25.57

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1Q6R-FFY6-9LYD	001 013 518 20 31 00	GG-Operating Costs	Acrylic Sign Holders	63800	\$39.20
Amazon Capital Services	1Q6R-FFY6-9LYD	101 016 544 90 31 02	ST-Operating Cost	Acrylic Sign Holders/Batteries	63800	\$3.94
Amazon Capital Services	1Q6R-FFY6-9LYD	410 016 531 10 31 02	SW - Operating Costs	Acrylic Sign Holders/Batteries	63800	\$5.26
Amazon Capital Services	1QPV-NDCH-PR1J	001 010 576 80 31 00	PK-Operating Supplies	Yellow Paper for Posting	63800	\$17.99
Amazon Capital Services	1RNJ-KG4H-QQHK	001 010 576 80 31 00	PK-Operating Supplies	Toilet Paper/Trash Bags	63800	\$1,430.69
Amazon Capital Services	1RTV-Q33M-3LPN	001 007 558 50 31 01	PL-Operating Supplies	Clipboard with Storage - Fauth	63800	\$26.21
Amazon Capital Services	1TCM-3H3M-6HN1	001 013 518 20 49 00	GG-Miscellaneous	Business Prime Annual Membership Fee	63800	\$381.46
Amazon Capital Services	1TR1-V4HJ-4JNP	001 010 576 80 31 00	PK-Operating Supplies	Chain Saw Oil	63800	\$27.30
Amazon Capital Services	1TR1-V4HJ-4JNP	001 010 576 80 31 03	PK- Equipment & Tools	Slings/D Ring Shackles/Tow Straps - Logging Equipment	63800	\$340.77
Amazon Capital Services	1TY4-D6WN-6HCW	001 006 518 80 31 00	IT- Operating Supplies	VIVO Dual Monitor Desk Mounts	63800	\$140.15
Amazon Capital Services	1W1F-17NC-79R1	001 010 576 80 31 00	PK-Operating Supplies	Dust Pan/iPhone Car Chargers	63800	\$32.77
Amazon Capital Services	1WVF-YN6J-RPQP	001 010 576 80 31 00	PK-Operating Supplies	Sharpies/Mechanical Pencils	63800	\$17.43
Amazon Capital Services	1WVF-YN6J-RPQP	101 016 544 90 31 02	ST-Operating Cost	Sharpies/Mechanical Pencils/Index Cards	63800	\$22.94
Amazon Capital Services	1WVF-YN6J-RPQP	410 016 531 10 31 02	SW - Operating Costs	Sharpies/Mechanical Pencils/Index Cards	63800	\$22.94
Amazon Capital Services	1X3T-TTLF-NFWX	001 010 576 80 31 08	PK-Special Event Supplies	Trailer Pins Return	63800	(\$12.56)
Amazon Capital Services	1Y1F-LPQ1-1NV6	001 008 521 20 31 06	LE - Uniform Clothing	Tactical Work Boots	63800	\$136.63
Amazon Capital Services	1Y7X-PCKQ-JKKY	001 010 576 80 31 08	PK-Special Event Supplies	Round Fabric Fitted Tablecloth Refund	63800	(\$17.47)
Amazon Capital Services	1YG6-1N6K-YR31	001 008 521 50 30 00	LE-Facilities Supplies	iPad Wall Mount	63800	\$14.53
Amazon Capital Services	1YG6-1N6K-YR31	101 016 544 90 31 02	ST-Operating Cost	Poster Frame/iPhone Magnetic Wallet	63800	\$32.73
Amazon Capital Services	1YG6-1N6K-YR31	410 016 531 10 31 02	SW - Operating Costs	Poster Frame/iPhone Magnetic Wallet	63800	\$32.73
					63800 Total	\$3,503.91
ARC Architects Inc	5	306 013 594 18 60 00	FC - Municipal Campus GG	LS Council Chambers & Infrastructure	63801	\$19,265.79
					63801 Total	\$19,265.79
Assoc of Washington Cities EFT	70995	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	EFT	\$259,869.62
Assoc of Washington Cities EFT	70995	001 010 576 80 20 00	PK-Benefits	Medical Insurance Premium - D.Suver	EFT	\$663.82
Assoc of Washington Cities EFT	70995	001 008 521 20 20 00	LE-Benefits	Medical Insurance Premium - M.Lindseth - duplicate accrual	EFT	(\$731.82)
					EFT Total	\$259,801.62
Bassett	072725 BASSETT	001 008 521 40 49 01	LE- Staff Development	ICAC Special Interview Course Meal PerDiem - Bassett	63802	\$391.00
					63802 Total	\$391.00
Bendiksen	LSPD21	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	63803	\$300.00
					63803 Total	\$300.00
Bridge Coordination Services	2025-LS6	001 008 521 20 41 01	LE-Professional Serv-Fixed	DV Coordinator Service Hours 06-2025	63804	\$4,572.00
					63804 Total	\$4,572.00
Canon Financial Services Inc	41206561	001 010 576 80 48 00	PK-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	63805	\$11.42
Canon Financial Services Inc	41206561	101 016 542 30 48 00	ST-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	63805	\$11.41
Canon Financial Services Inc	41206561	410 016 531 10 48 00	SW - Repairs & Maintenance	QNN08471 Copier Lease PW Upstairs	63805	\$11.41
					63805 Total	\$34.24
Carter	070525 CARTER	001 008 521 40 49 01	LE- Staff Development	Reissue CK #63698 NASRO Conf Meal PerDiem - Carter	63791	\$503.00
					63791 Total	\$503.00
Cascade Collision Center Inc	5354	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Repair PT-24-05	63806	\$1,871.49
					63806 Total	\$1,871.49
CDW Government Inc	AE3742R	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	MS Renewal of EA	63807	\$148,687.99
CDW Government Inc	AE5QG5U	001 006 518 80 31 00	IT- Operating Supplies	MS EA O36S XTRA FILES TRGCC ADD	63807	\$2,076.70
CDW Government Inc	AE5QK4P	001 006 518 80 31 00	IT- Operating Supplies	Dell Pro Dock	63807	\$403.36
CDW Government Inc	AE6R17J	001 006 518 80 31 00	IT- Operating Supplies	Lacie Rugged 2TB USB-C Ext HDD	63807	\$102.18
					63807 Total	\$151,270.23

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Central Welding Supply Co Inc	2409816	101 016 544 90 31 02	ST-Operating Cost	Hand Held Torch	63808	\$341.81
Central Welding Supply Co Inc	2409816	410 016 531 10 31 02	SW - Operating Costs	Hand Held Torch	63808	\$341.81
Central Welding Supply Co Inc	2409816	101 016 544 90 31 02	ST-Operating Cost	Tips/Shields/Swirl Rings/Retaining Cups/O-Rings	63808	\$262.54
Central Welding Supply Co Inc	2409816	410 016 531 10 31 02	SW - Operating Costs	Tips/Shields/Swirl Rings/Retaining Cups/O-Rings	63808	\$262.54
Central Welding Supply Co Inc	2421524	001 010 576 80 31 00	PK-Operating Supplies	Argon/Centrashield/Propane	63808	\$37.76
Central Welding Supply Co Inc	2421524	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	63808	\$37.77
Central Welding Supply Co Inc	2421524	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	63808	\$37.76
					63808 Total	\$1,321.99
City of Everett	I25003007	410 016 531 10 31 02	SW - Operating Costs	Laborary Analysis	63809	\$34.20
					63809 Total	\$34.20
City of Marysville	25-0003	001 008 523 60 41 00	LE-Jail	Housing Services 03-2025	63810	\$9,411.96
City of Marysville	25-0003	001 008 523 60 41 00	LE-Jail	Medical Services 03-2025	63810	\$2,275.00
City of Marysville	25-0003	001 008 523 60 41 00	LE-Jail	SJC Video Court Services 03-2025	63810	\$889.91
City of Marysville	25-0003	001 008 523 60 41 00	LE-Jail	Video Court Services 03-2025	63810	\$1,160.00
					63810 Total	\$13,736.87
Code Publishing LLC	GCI0017829	001 003 514 20 41 00	CC-Professional Services	Muni Code Web Update	63811	\$241.01
					63811 Total	\$241.01
Comcast	06-2025 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Davies	63913	\$401.71
Comcast	06-2025 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Frontier Park	63913	\$401.71
Comcast	06-2025 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	63913	\$329.98
					63913 Total	\$1,133.40
Conservation Technix Inc	1227	001 010 576 80 41 00	PK-Professional Services	PROS Plan	63812	\$2,329.00
					63812 Total	\$2,329.00
Counsellor	62425	001 000 362 00 00 04	Lundeen Shelter Rental	89868652 Counsellor Lundeen Rental Refund	63813	\$75.00
					63813 Total	\$75.00
DataQuest LLC	25444	101 016 542 30 41 02	ST-Professional Service	Pre-Employment Background Checks	63814	\$58.00
DataQuest LLC	25444	410 016 531 10 41 01	SW - Professional Services	Pre-Employment Background Checks	63814	\$58.00
DataQuest LLC	25616	001 002 513 11 41 00	AD-Professional Services	Pre-Employment Background Checks	63814	\$123.50
DataQuest LLC	25616	001 005 518 10 41 00	HR-Professional Services	Pre-Employment Background Checks	63814	\$148.00
DataQuest LLC	25616	001 010 576 80 41 00	PK-Professional Services	Pre-Employment Background Checks	63814	\$74.00
					63814 Total	\$461.50
David Evans and Associates Inc	592618	410 016 531 10 41 01	SW - Professional Services	36th St NE Bridge Inspections	63815	\$1,672.47
					63815 Total	\$1,672.47
Dept of Licensing	062125 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 06/15/25 - 06/21/25	63816	\$147.00
Dept of Licensing	062825 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 06/22/25 - 06/28/25	63816	\$36.00
Dept of Licensing	070525 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 06/29/25 - 07/05/25	63816	\$180.00
					63816 Total	\$363.00
Dept of Retirement (Deferred Comp)	6252025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$9,631.24
					EFT Total	\$9,631.24
Dept of Retirement (Deferred Comp)	7102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$9,648.35
					EFT Total	\$9,648.35
Dept of Retirement PERS LEOFF	6252025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$92,293.65
Dept of Retirement PERS LEOFF	6252025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$377.86
					EFT Total	\$92,671.51
Dept of Retirement PERS LEOFF	7102025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$94,408.54
Dept of Retirement PERS LEOFF	7102025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$112.99
					EFT Total	\$94,521.53
Dicks Towing Inc	18308330	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2025-10783	63817	\$197.16
					63817 Total	\$197.16

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
DuBeau	264251i	001 013 518 20 48 00	GG-Repair & Maintenance	Repair Services 2023 Ford E Transit Cargo Van	63818	\$5,879.90
DuBeau	264251i	101 016 542 30 48 00	ST-Repair & Maintenance	Repair Services 2023 Ford E Transit Cargo Van	63818	\$264.27
DuBeau	264251i	410 016 531 10 48 00	SW - Repairs & Maintenance	Repair Services 2023 Ford E Transit Cargo Van	63818	\$462.46
					63818 Total	\$6,606.63
EFTPS	6252025	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$163,164.85
					EFT Total	\$163,164.85
EFTPS	7102025	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$178,374.49
					EFT Total	\$178,374.49
Electronic Business Machines	AR307261	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - QNN08471	63819	\$9.99
Electronic Business Machines	AR307261	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - QNN08471	63819	\$9.98
Electronic Business Machines	AR307261	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - QNN08471	63819	\$9.99
Electronic Business Machines	AR308221	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	63819	\$53.51
Electronic Business Machines	AR308221	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	63819	\$53.51
Electronic Business Machines	AR308221	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	63819	\$53.51
Electronic Business Machines	AR309221	001 013 518 20 48 00	GG-Repair & Maintenance	Printer Copy Fees CH Admin XTZ10787	63819	\$360.97
					63819 Total	\$551.46
Elite Lock & Safe	41491	001 012 575 50 31 00	CS- The Mill- Ops	Additional Door Core for the Mill	63820	\$330.94
					63820 Total	\$330.94
Enterprise FM Trust	604558-070325	530 016 594 48 70 00	Capital Lease Holding Account	City Vehicle Lease/Mgmt/Tax Fees	63821	\$16,562.97
					63821 Total	\$16,562.97
Erickson	061725 ERICKSON	101 016 542 30 49 01	ST-Staff Development	AWC Conf Hotel Reimbursement - L Erickson	63822	\$180.45
Erickson	061725 ERICKSON	410 016 531 10 49 01	SW - Staff Development	AWC Conf Hotel Reimbursement - L Erickson	63822	\$180.46
					63822 Total	\$360.91
Evergreen Permits	BLD2025-0380	001 000 342 40 00 00	Protective Inspections - Fire	BLD2025-0380 Refund	63823	\$4.65
Evergreen Permits	BLD2025-0380	633 000 389 30 00 08	Fire DistrictFees	BLD2025-0380 Refund	63823	\$31.00
					63823 Total	\$35.65
Ewing	062425 EWING	001 001 511 60 49 01	Legislative - Prof. Developmen	AWC Conf Mileage PerDiem - Ewing	63824	\$351.48
					63824 Total	\$351.48
Fastenal Company	MN019954572	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 07-2025	63825	\$5.47
Fastenal Company	MN019954572	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 07-2025	63825	\$5.46
Fastenal Company	WAARN178927	101 016 544 90 31 02	ST-Operating Cost	Glasses/Gloves/Wypall/Cleaner	63825	\$26.78
Fastenal Company	WAARN178927	410 016 531 10 31 02	SW - Operating Costs	Glasses/Gloves/Wypall/Cleaner	63825	\$26.78
Fastenal Company	WAARN179004	101 016 544 90 31 02	ST-Operating Cost	Gloves/Vests/QwkStks	63825	\$173.19
Fastenal Company	WAARN179004	410 016 531 10 31 02	SW - Operating Costs	Gloves/Vests/QwkStks	63825	\$173.19
Fastenal Company	WAARN179035	101 016 544 90 31 02	ST-Operating Cost	Glasses/Gloves/Caution Tape/QwkStks	63825	\$82.38
Fastenal Company	WAARN179035	410 016 531 10 31 02	SW - Operating Costs	Glasses/Gloves/Caution Tape/QwkStks	63825	\$82.38
Fastenal Company	WAARN179101	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Gloves/QwkStiks	63825	\$130.66
Fastenal Company	WAARN179101	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Gloves/QwkStiks	63825	\$130.65
					63825 Total	\$836.94
FBI - LEEDA	200128283	001 008 521 40 49 01	LE- Staff Development	DLE 25-4E Registration - Wells	63826	\$350.00
					63826 Total	\$350.00
Feldman & Lee PS	06-2025 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 06-2025	63827	\$15,000.00
Feldman & Lee PS	2025 LKS-SSP-6	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 06-2025	63827	\$900.00
Feldman & Lee PS	2025 LKS-SSP-6	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service OPD Program 06-2025	63827	\$600.00
Feldman & Lee PS	2025 LKS-SSP-6	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service Program 06-2025	63827	\$460.00
					63827 Total	\$16,960.00
Fisher & Phillips LLP	2160872	001 011 515 41 41 03	Ext Consult - Labor Relations	Legal Services for H1B Processing	63828	\$3,000.00
					63828 Total	\$3,000.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Galls LLC	31327029	001 008 521 20 31 06	LE - Uniform Clothing	Armor Shirt Refund - Berhard	63829	(\$148.63)
Galls LLC	31691928	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit - Bryant	63829	\$680.65
					63829 Total	\$532.02
Garceau	053025 GARCEAU	001 010 576 80 49 01	PK-Staff Development	CPSI Training Mileage PerDiem - Garceau	63830	\$56.70
Garceau	060525 GARCEAU	001 010 576 80 49 01	PK-Staff Development	Directors Retreat Mileage PerDiem - Garceau	63830	\$54.32
					63830 Total	\$111.02
Gardner	982	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Remove Police Equipment S-15-59	63831	\$162.90
Gardner	991	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Replace Damage Seatbelt in PT-21-94	63831	\$162.90
Gardner	994	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Install Axon Trigger Devices in Patrol Vehicles	63831	\$570.15
					63831 Total	\$895.95
GCP WW Holdco LLC	INV2010018928	001 010 576 80 31 01	PK-Ops-Clothing	STF Boots - Charrette	63832	\$168.14
GCP WW Holdco LLC	INV2010019053	001 010 576 80 31 01	PK-Ops-Clothing	Bib/Jackets/Rubber Boots - Suver	63832	\$504.40
GCP WW Holdco LLC	INV2010019054	001 010 576 80 31 01	PK-Ops-Clothing	STF Boots - Suver	63832	\$298.69
GCP WW Holdco LLC	INV2010019055	001 010 576 80 31 01	PK-Ops-Clothing	STF Boots - I Green	63832	\$168.14
GCP WW Holdco LLC	INV2010019056	001 010 576 80 31 01	PK-Ops-Clothing	Jackets/Bib/Rubber Boots - I Green	63832	\$553.85
					63832 Total	\$1,693.22
Grainger	9543046172	101 016 544 90 31 02	ST-Operating Cost	Circular Sawblades	63833	\$121.97
Grainger	9543046172	410 016 531 10 31 02	SW - Operating Costs	Circular Sawblades	63833	\$121.97
Grainger	9547312521	001 010 576 80 31 00	PK-Operating Supplies	Fuel Transfer Pump	63833	\$636.33
Grainger	9547312521	101 016 544 90 31 02	ST-Operating Cost	Fuel Transfer Pump	63833	\$636.34
Grainger	9547312521	410 016 531 10 31 02	SW - Operating Costs	Fuel Transfer Pump	63833	\$636.34
					63833 Total	\$2,152.95
Granite Construction Supply	107211	001 010 576 80 31 00	PK-Operating Supplies	Dog Park Rules Signs	63834	\$303.32
Granite Construction Supply	107212	001 010 576 80 31 00	PK-Operating Supplies	Bayview Trail Rules Signs	63834	\$413.22
Granite Construction Supply	107213	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	63834	\$952.83
Granite Construction Supply	107230	101 016 542 64 48 02	ST-Traffic Control - Striping	White Flats w/Skid Optics	63834	\$8,242.50
Granite Construction Supply	107300	001 010 576 80 31 00	PK-Operating Supplies	Park/Bayview Rule Sign Supplies	63834	\$80.45
					63834 Total	\$9,992.32
Griffen Law Office Inc	1038	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	63835	\$900.00
					63835 Total	\$900.00
Guardian Alliance Technologies Inc	29286	001 008 521 20 41 00	LE-Professional Services	Guardian Platform Software Monthly	63836	\$185.00
					63836 Total	\$185.00
Halverson	100524 AARON	101 016 542 30 49 01	ST-Staff Development	Reissue CK #62057 WEFTEC Conf Parking	63837	\$64.50
Halverson	100524 AARON	410 016 531 10 49 01	SW - Staff Development	Reissue CK #62057 WEFTEC Conf Parking	63837	\$64.50
Halverson	100524 AARON	101 016 542 30 49 01	ST-Staff Development	Reissue CK #62057 WEFTEC Conf Uber from Airport to Hotel	63837	\$33.00
Halverson	100524 AARON	410 016 531 10 49 01	SW - Staff Development	Reissue CK #62057 WEFTEC Conf Uber from Airport to Hotel	63837	\$33.00
					63837 Total	\$195.00
Hawk Brothers Construction	BLD2025-0408	001 000 342 40 00 00	Protective Inspections - Fire	BLD2025-0408 Refund	63838	\$44.85
Hawk Brothers Construction	BLD2025-0408	633 000 389 30 00 08	Fire DistrictFees	BLD2025-0408 Refund	63838	\$299.00
					63838 Total	\$343.85
Herrera Environmental Consultants Inc	59298	410 016 531 10 41 04	SW - Salmonoid Basin Comp Plan	Plan for Salmonoid Basin	63792	\$10,022.38
Herrera Environmental Consultants Inc	59409	410 016 531 10 41 04	SW - Salmonoid Basin Comp Plan	Plan for Salmonoid Basin	63792	\$4,140.31
					63792 Total	\$14,162.69
Hingtgen	072025 HINGTGEN	001 008 521 40 49 01	LE- Staff Development	Handgun Inst Meal PerDiem - Hingtgen	63839	\$196.00
Hingtgen	072025 HINGTGEN	001 008 521 40 49 01	LE- Staff Development	Rifle Inst Meal PerDiem - Hingtgen	63839	\$160.00
					63839 Total	\$356.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Honey Bucket	554923909	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Heights	63840	\$257.40
Honey Bucket	554935452	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - West Lake Park	63840	\$290.95
Honey Bucket	554937913	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - DOC Trailer	63840	\$55.19
Honey Bucket	554937913	101 016 542 30 45 00	ST-Rentals-Leases	Honey Bucket Rental - DOC Trailer	63840	\$55.18
Honey Bucket	554937913	410 016 531 10 45 01	SW - Rentals-Leases	Honey Bucket Rental - DOC Trailer	63840	\$55.18
Honey Bucket	554946862	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	63840	\$167.75
Honey Bucket	554946863	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Oak Hill	63840	\$290.95
Honey Bucket	554956128	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Eagle Ridge	63840	\$156.20
					63840 Total	\$1,328.80
Houghtaling	061825 NATASHA	101 016 544 90 31 02	ST-Operating Cost	Culture Survey Presentation Food Reimbursement - Houghtaling	63841	\$76.28
Houghtaling	061825 NATASHA	410 016 531 10 31 02	SW - Operating Costs	Culture Survey Presentation Food Reimbursement - Houghtaling	63841	\$76.28
					63841 Total	\$152.56
HRA VEBA Trust YA20192	7102025	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	63906	\$3,818.48
					63906 Total	\$3,818.48
HSA Bank	6252025	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	63787	\$3,275.00
					63787 Total	\$3,275.00
HSA Bank	7102025	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	63907	\$275.00
					63907 Total	\$275.00
IEH Analytical Laboratories	176047	410 016 531 20 41 00	SW - SnoCo Lake Management	Lab Sample Analysis	63842	\$333.00
					63842 Total	\$333.00
Ink It Your Way LLC	12694	001 010 576 80 31 01	PK-Ops-Clothing	Seaonsal Worker Clothes Replacement	63843	\$708.17
					63843 Total	\$708.17
Jamie S Kim PS Inc	070125 DEFENSE	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 12-2024	63844	\$505.00
					63844 Total	\$505.00
KBA Inc	3009663	304 016 595 30 60 05	R2 - Main Street	LS Main Street Improvements	63914	\$63,329.74
					63914 Total	\$63,329.74
Kelch	062225 KELCH	001 005 518 10 49 01	HR-Staff Development	PELRA Conf Meal PerDiem - Kelch	63845	\$227.00
					63845 Total	\$227.00
Kilroy	070525 KILROY	001 008 521 40 49 01	LE- Staff Development	Reissue CK #63730 NASRO Conf Meal PerDiem - Kilroy	63793	\$503.00
					63793 Total	\$503.00
Kolomyza	072825 KOLOMYZA	001 008 521 40 49 01	LE- Staff Development	DUI Prosecution Meal PerDiem - Kolomyza	63846	\$108.00
					63846 Total	\$108.00
Lake Stevens Chamber of Commerce	07-2025 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 07-2025	63847	\$1,500.00
					63847 Total	\$1,500.00
Lake Stevens Police Guild	6252025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	63788	\$1,370.50
					63788 Total	\$1,370.50
Lake Stevens Police Guild	11102024 REISSU	001 000 284 00 00 00	Payroll Liability Other	Reissue CK #62147 Employee Paid Union Dues	63848	\$1,369.50
					63848 Total	\$1,369.50
Lake Stevens Police Guild	7102025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	63908	\$1,370.50
					63908 Total	\$1,370.50
Lake Stevens School District	LUA2025-0055	633 000 389 30 00 08	Fire DistrictFees	LUA2025-0055 Refund	63849	\$3.15
					63849 Total	\$3.15
Lake Stevens Sewer District	LUA2025-0057	003 000 345 81 00 00	Zoning-Subdivision Fees	LUA2025-0057 Refund	63850	\$1,015.00
Lake Stevens Sewer District	LUA2025-0057	510 000 341 81 00 00	Technology Fee	LUA2025-0057 Refund	63850	\$30.45
					63850 Total	\$1,045.45

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Sewer District	1195 07-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Cedarwood Park Acct 1195-01	63915	\$102.06
Lake Stevens Sewer District	12326 07-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	63915	\$108.24
Lake Stevens Sewer District	13135 07-2025	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	63915	\$380.21
Lake Stevens Sewer District	13135 07-2025	401 070 535 10 47 01	Sewer Dist Utilities	Sewer - Decant Facility Acct 13135-01	63915	\$760.43
Lake Stevens Sewer District	13135 07-2025	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	63915	\$380.22
Lake Stevens Sewer District	5189 07-2025	005 000 518 20 40 01	Rental Property Utilities	Sewer - 10519 20th St SE 5189-04	63915	\$442.43
Lake Stevens Sewer District	6294 07-2025	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	63915	\$102.06
Lake Stevens Sewer District	6296 07-2025	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	63915	\$102.06
Lake Stevens Sewer District	6390 07-2025	005 000 518 20 40 01	Rental Property Utilities	Sewer - 1819 S Lake Stevens Acct 6390-03	63915	\$102.06
Lake Stevens Sewer District	6666 07-2025	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	63915	\$102.06
Lake Stevens Sewer District	6671 07-2025	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	63915	\$102.06
Lake Stevens Sewer District	6810 07-2025	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	63915	\$204.12
Lake Stevens Sewer District	7002 07-2025	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	63915	\$102.06
Lake Stevens Sewer District	8710 07-2025	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	63915	\$102.06
Lake Stevens Sewer District	9902 07-2025	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Acct 9902-01	63915	\$102.06
					63915 Total	\$3,194.19
Language Line Services Inc	11656557	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	63851	\$151.12
					63851 Total	\$151.12
Lemay Mobile Shredding Inc	4892872S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	63852	\$54.89
Lemay Mobile Shredding Inc	4893992S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	63852	\$28.18
					63852 Total	\$83.07
Lewandowski	061725 JACLYN	001 010 576 80 31 08	PK-Special Event Supplies	Candy/Prizes for Family Engagement Night Event Reimbursement	63853	\$43.76
					63853 Total	\$43.76
McLoughlin & Eardley Group Inc	283839	520 008 594 21 63 00	Vehicles - Capital Equip	Docking Station for Toughbook CSO Vehicle	63854	\$1,184.55
McLoughlin & Eardley Group Inc	283912	520 008 594 21 63 00	Vehicles - Capital Equip	Docking Station for Toughbook K9-25-11	63854	\$1,023.87
					63854 Total	\$2,208.42
Millerstoultime	7012598142	101 016 544 90 31 02	ST-Operating Cost	Compact Flex Bit Ratchet	63855	\$71.27
Millerstoultime	7012598142	410 016 531 10 31 02	SW - Operating Costs	Compact Flex Bit Ratchet	63855	\$71.26
					63855 Total	\$142.53
MissionSquare - 108991	6700257	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	63789	\$519.26
					63789 Total	\$519.26
MissionSquare - 108991	6327323	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	63909	\$519.26
					63909 Total	\$519.26
MissionSquare - 307428	6454055	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	63790	\$2,422.88
					63790 Total	\$2,422.88
MissionSquare - 307428	6393538	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	63910	\$2,424.57
					63910 Total	\$2,424.57
Monroe Correctional Complex	MCC2505.0082	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 05-2025	63856	\$333.88
Monroe Correctional Complex	MCC2505.0082	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 05-2025	63856	\$292.98
					63856 Total	\$626.86
Nationwide Retirement Solution	6252025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$7,380.31
					EFT Total	\$7,380.31
Nationwide Retirement Solution	7102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$7,104.06
					EFT Total	\$7,104.06
New York Life	Y6W_20250703	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	EFT	\$147.00
					EFT Total	\$147.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
New York Life EFT	Jun-25	001 001 513 10 20 00	Executive - Benefits	Life/Disability Insurance Premiums	EFT	\$81.61
New York Life EFT	Jun-25	001 002 513 11 20 00	AD-Benefits	Life/Disability Insurance Premiums	EFT	\$86.36
New York Life EFT	Jun-25	001 003 514 20 20 00	CC-Benefits	Life/Disability Insurance Premiums	EFT	\$198.32
New York Life EFT	Jun-25	001 004 514 23 20 00	FI-Benefits	Life/Disability Insurance Premiums	EFT	\$271.39
New York Life EFT	Jun-25	001 005 518 10 20 00	HR-Benefits	Life/Disability Insurance Premiums	EFT	\$262.83
New York Life EFT	Jun-25	001 006 518 80 20 00	IT-Benefits	Life/Disability Insurance Premiums	EFT	\$313.29
New York Life EFT	Jun-25	001 007 558 50 20 00	PL-Benefits	Life/Disability Insurance Premiums	EFT	\$729.11
New York Life EFT	Jun-25	001 007 559 30 20 00	PB-Benefits	Life/Disability Insurance Premiums	EFT	\$389.79
New York Life EFT	Jun-25	001 008 521 20 20 00	LE-Benefits	Life/Disability Insurance Premiums	EFT	\$2,310.62
New York Life EFT	Jun-25	001 010 576 80 20 00	PK-Benefits	Life/Disability Insurance Premiums	EFT	\$679.47
New York Life EFT	Jun-25	001 013 518 30 20 00	GG-Benefits	Life/Disability Insurance Premiums	EFT	\$328.49
New York Life EFT	Jun-25	005 013 518 20 20 00	RP-Benefits	Life/Disability Insurance Premiums	EFT	\$85.41
New York Life EFT	Jun-25	101 016 542 30 20 00	ST-Benefits	Life/Disability Insurance Premiums	EFT	\$886.82
New York Life EFT	Jun-25	410 016 531 10 20 00	SW-Benefits	Life/Disability Insurance Premiums	EFT	\$1,250.37
					EFT Total	\$7,873.88
O Reilly Auto Parts	2960-152159	101 016 544 90 31 02	ST-Operating Cost	Oil	63857	\$81.97
O Reilly Auto Parts	2960-152159	410 016 531 10 31 02	SW - Operating Costs	Oil	63857	\$81.96
O Reilly Auto Parts	2960-152558	101 016 544 90 31 02	ST-Operating Cost	Repair Kit	63857	\$9.34
O Reilly Auto Parts	2960-152558	410 016 531 10 31 02	SW - Operating Costs	Repair Kit	63857	\$9.34
					63857 Total	\$182.61
Occupational Health Centers of Washington PS	87168113	101 016 542 30 41 02	ST-Professional Service	Employee Hearing Test	63858	\$85.00
Occupational Health Centers of Washington PS	87168113	001 008 521 20 41 00	LE-Professional Services	Law Enforcement Phys	63858	\$1,262.00
					63858 Total	\$1,347.00
Office of the State Treasurer	06-2025 STATE	633 000 589 30 00 03	State Building Permit Remit	Bulding Code Remittance 06-2025	63859	\$225.50
Office of the State Treasurer	06-2025 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 06-2025	63859	\$13,369.78
					63859 Total	\$13,595.28
Ogden Murphy Wallace PLLC	911044	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 05-2025	63860	\$22,546.20
Ogden Murphy Wallace PLLC	911044	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 05-2025 PRR	63860	\$2,156.30
Ogden Murphy Wallace PLLC	911044	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 05-2025 Sewer	63860	\$50,692.90
					63860 Total	\$75,395.40
Owen Equipment Company	119627	410 016 531 10 31 02	SW - Operating Costs	WLDT Suction/Conn/Nozzle PW65	63861	\$1,022.52
					63861 Total	\$1,022.52
Petrocard Inc	0558002-IN	001 007 559 30 32 00	PB-Fuel	Fuel	63916	\$213.77
Petrocard Inc	0558002-IN	001 008 521 20 32 00	LE-Fuel	Fuel	63916	\$148.68
Petrocard Inc	0558002-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	63916	\$1,650.96
Petrocard Inc	0558002-IN	101 016 542 30 32 00	ST-Fuel	Fuel	63916	\$1,177.60
Petrocard Inc	0558002-IN	410 016 531 10 32 00	SW - Fuel	Fuel	63916	\$2,220.49
					63916 Total	\$5,411.50
Pitney Bowes Bank Inc	06-2025 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	63862	\$199.34
Pitney Bowes Bank Inc	06-2025 POSTAGE	001 010 576 80 42 00	PK-Communication	Postage	63862	\$49.03
Pitney Bowes Bank Inc	06-2025 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	63862	\$231.89
Pitney Bowes Bank Inc	06-2025 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	63862	\$18.89
Pitney Bowes Bank Inc	06-2025 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	63862	\$18.89
Pitney Bowes Bank Inc	06-2025 POSTAGE	304 016 594 31 60 00	131st Ave NE Sewer Extension	Postage for Certified Letter to Chicago Title	63862	\$13.26
Pitney Bowes Bank Inc	06-2025 POSTAGE	120 016 595 61 60 04	TBP04: 117th NE - 20th to26th	Postage for Letters Mailles re Project	63862	\$72.45
					63862 Total	\$603.75

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Playcore Wisconsin Inc	PJI-0271850	001 010 576 80 31 05	PK-R&M Supplies	Molded Bolt Guard - Lundeen Playground Replacement Part	63863	\$94.04
					63863 Total	\$94.04
ProCom LLC	141606	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Drug Testing	63864	\$72.00
					63864 Total	\$72.00
Proforce Marketing Inc	576287	001 008 521 20 31 01	LE-Fixed Minor Equipment	Firearms & Supplies	63865	\$107.64
Proforce Marketing Inc	576287	520 008 594 21 63 03	Firearm - Capital Equip	Firearms & Supplies	63865	\$7,012.78
					63865 Total	\$7,120.42
Puget Sound Clean Air Agency	25-051 Q3 2025	001 013 553 70 41 00	GG - Air Pollution	Q3 2025 Clean Air Assessment	63866	\$8,546.75
					63866 Total	\$8,546.75
Quest Software Inc	1001088812	510 006 518 80 49 14	LR - Barracuda Email Archive	Rapid Recovery Capacity License/Maint 06/22/25 - 06/21/26	63867	\$3,601.44
					63867 Total	\$3,601.44
RP Electronics Inc	8253	005 000 518 20 40 01	Rental Property Utilities	Fire Alarm Monitoring 1819 S Lake Stevens Rd Q3 2025	63868	\$213.14
					63868 Total	\$213.14
Sandall	112723 SANDALL	001 000 362 00 00 05	The Mill - Rental	Reissue CK #59828 LS23-Sandall2_4-6-24 Event Cancellation Refund	63869	\$75.00
					63869 Total	\$75.00
Sariahs Stitches	20250621	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Patches	63870	\$44.50
Sariahs Stitches	20250624	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Patches	63870	\$9.50
					63870 Total	\$54.00
SCI Infrastructure LLC	PE #4 MAIN	304 016 595 30 60 05	R2 - Main Street	18013 Main Street Improvements PE#4	63871	\$479,062.01
					63871 Total	\$479,062.01
Sherwin-Williams Co	7884-1	001 010 576 80 31 00	PK-Operating Supplies	Paint Supplies	63872	\$704.38
					63872 Total	\$704.38
Snohomish County 911	8456	001 008 528 00 41 00	LE-SNO911	Dispatch Services	63873	\$34,539.92
					63873 Total	\$34,539.92
Snohomish County Dept of Emergency Mgmt	I000671964	001 013 525 10 41 00	GG-Emergency	Q3 2025 Emergency Mgmt Services	63874	\$14,954.50
					63874 Total	\$14,954.50
Snohomish County Public Works	I000675535	101 016 542 63 47 00	ST-Lighting - Utilities	Traffic Signal Maint 05-2025	63875	\$1,314.31
					63875 Total	\$1,314.31
Snohomish County PUD	100847513	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	63876	\$172.79
Snohomish County PUD	100847513	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	63876	\$2,068.55
Snohomish County PUD	100847513	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	63876	\$69.65
Snohomish County PUD	100847513	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	63876	\$112.74
Snohomish County PUD	113025541	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	63876	\$127.86
Snohomish County PUD	116325672	001 010 576 80 47 00	PK-Utilities	223973587 Sunset Park Electric	63876	\$64.38
Snohomish County PUD	119628581	001 010 576 80 47 00	PK-Utilities	223759374 Cedarwood Water	63876	\$68.23
Snohomish County PUD	126235629	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	63876	\$86.58
Snohomish County PUD	129521160	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	63876	\$158.22
Snohomish County PUD	129522682	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	63876	\$54.70
Snohomish County PUD	132835642	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	63876	\$135.14
Snohomish County PUD	136141677	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	63876	\$90.31
Snohomish County PUD	136144355	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	63876	\$589.52
Snohomish County PUD	142694392	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	63876	\$298.71
Snohomish County PUD	142694392	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	63876	\$298.70
Snohomish County PUD	142694392	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	63876	\$298.70
Snohomish County PUD	146051980	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	63876	\$11.17
Snohomish County PUD	146051980	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	63876	\$1,328.08
Snohomish County PUD	146051980	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	63876	\$239.35

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	152671089	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	63876	\$68.23
Snohomish County PUD	159126246	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Row Club Electric/Water	63876	\$547.68
Snohomish County PUD	159126247	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	63876	\$30.44
Snohomish County PUD	159130214	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	63876	\$32.64
Snohomish County PUD	162278018	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	63876	\$80.51
Snohomish County PUD	162283257	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	63876	\$94.88
Snohomish County PUD	162283257	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	63876	\$94.86
Snohomish County PUD	162283257	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	63876	\$94.85
Snohomish County PUD	168591899	001 010 576 80 47 00	PK-Utilities	222205049 Oak Park Electric	63876	\$63.39
					63876 Total	\$7,380.86
Snohomish County Sheriffs Office	2025-8723	001 008 523 60 41 00	LE-Jail	Jail Services 05-2025	63877	\$38,152.98
					63877 Total	\$38,152.98
Snohomish County Treasurer	06-2025 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 06-2025	63878	\$183.75
					63878 Total	\$183.75
Solgen Power	FIR2025-0048	001 000 342 40 00 00	Protective Inspections - Fire	FIR2025-0048 Refund	63879	\$41.10
Solgen Power	FIR2025-0048	633 000 389 30 00 08	Fire DistrictFees	FIR2025-0048 Refund	63879	\$274.00
					63879 Total	\$315.10
Sound Publishing Inc	EDH1014777	101 016 543 30 42 00	ST-Communications	Proposed Ord TIP	63880	\$120.64
Sound Publishing Inc	EDH1014778	001 013 518 30 41 01	GG-Advertising	Proposed Ord Automated Traffic Safety Cameras	63880	\$130.96
Sound Publishing Inc	EDH1014942	001 007 558 50 41 04	Permit Related Professional Sr	LUA2025-0055 North Lake MS Field Lights	63880	\$91.16
Sound Publishing Inc	EDH1015024	001 007 558 50 41 04	Permit Related Professional Sr	LUA2025-0064 Creative Hands Art Studio	63880	\$73.00
Sound Publishing Inc	EDH1015101	001 007 558 50 41 04	Permit Related Professional Sr	LUA2025-0033 Gilbert Dock Replacement	63880	\$105.04
Sound Publishing Inc	EDH1015241	001 013 518 30 41 01	GG-Advertising	Council Vacancy	63880	\$96.32
Sound Publishing Inc	EDH1015305	001 007 558 50 41 04	Permit Related Professional Sr	LUA2025-0012 Eklund PSP	63880	\$73.96
					63880 Total	\$691.08
Sound Security Inc	6667593	001 010 576 80 41 00	PK-Professional Services	Access Monitoring Lundeen Park	63881	\$19.51
Sound Security Inc	6667593	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	63881	\$700.60
Sound Security Inc	6667593	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	63881	\$734.78
Sound Security Inc	6667593	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	63881	\$343.61
Sound Security Inc	6667593	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	63881	\$343.61
Sound Security Inc	6667593	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	63881	\$343.61
Sound Security Inc	6667593	001 010 576 80 41 00	PK-Professional Services	Intrusion Monitoring Eagle Ridge	63881	\$142.09
Sound Security Inc	6667594	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 1825 S Lake 07-2025	63881	\$1,372.88
Sound Security Inc	6667595	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 10518 18th St 07-2025	63881	\$111.12
					63881 Total	\$4,111.81
Sprague Pest Solutions	5840690	001 010 576 80 41 00	PK-Professional Services	Pest Control - PW Shop	63882	\$68.33
Sprague Pest Solutions	5840690	101 016 542 30 41 02	ST-Professional Service	Pest Control - PW Shop	63882	\$68.33
Sprague Pest Solutions	5840690	410 016 531 10 41 01	SW - Professional Services	Pest Control - PW Shop	63882	\$68.33
Sprague Pest Solutions	5840691	001 013 518 20 41 00	GG-Professional Service	Pest Control - CH	63882	\$152.09
Sprague Pest Solutions	5840745	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	63882	\$105.20
Sprague Pest Solutions	5840746	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	63882	\$210.40
					63882 Total	\$672.68
Springbrook Nursery and Trucking Inc	382325	101 016 544 90 31 02	ST-Operating Cost	Dump Fees - Wood Debris	63883	\$48.00
					63883 Total	\$48.00
Steele Industries	16778	001 008 521 20 31 01	LE-Fixed Minor Equipment	PVS-14R Rugged Night Vision Monocular	63884	\$3,669.98
					63884 Total	\$3,669.98
StoneShare Corp	2019-210	001 006 518 80 41 00	IT-Professional Services	Addtl Pro Svcs for Help with Sharepoint	63885	\$9,000.00
					63885 Total	\$9,000.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
SWC Enterprises LLC	11189	410 016 531 10 31 02	SW - Operating Costs	Aluminum Tube for Hydro-Excavation	63886	\$441.75
SWC Enterprises LLC	11189	410 016 531 10 31 02	SW - Operating Costs	Catch Basin Tube	63886	\$248.81
					63886 Total	\$690.56
Teamsters Local No 763	Jun-25	001 000 284 00 00 00	Payroll Liability Other	Union Dues	63911	\$2,032.00
					63911 Total	\$2,032.00
Teamsters Welfare Trust Dental EFT	Aug-25	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	EFT	\$3,577.60
Teamsters Welfare Trust Dental EFT	Aug-25	001 013 518 30 20 00	GG-Benefits	Teamsters Dental Premium - Sawyer	EFT	\$96.32
Teamsters Welfare Trust Dental EFT	Aug-25	101 016 542 30 20 00	ST-Benefits	Teamsters Dental Premium - Sawyer	EFT	\$13.76
Teamsters Welfare Trust Dental EFT	Aug-25	410 016 531 10 20 00	SW-Benefits	Teamsters Dental Premium - Sawyer	EFT	\$27.52
Teamsters Welfare Trust Dental EFT	Aug-25	001 010 576 80 20 00	PK-Benefits	Teamsters Dental Premium - Talley	EFT	\$137.60
					EFT Total	\$3,852.80
Technological Services Inc	3003	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Repair Services PT-18-78	63887	\$347.49
Technological Services Inc	3004	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Repair Services PT-20-87	63887	\$444.50
					63887 Total	\$791.99
The Wide Format Co	150023	001 007 558 50 31 01	PL-Operating Supplies	Plotter Paper	63888	\$331.45
					63888 Total	\$331.45
Transpo Group USA Inc	34837	001 007 558 50 41 00	PL-Professional Serv	LS Streets and Parking Code	63889	\$4,677.50
					63889 Total	\$4,677.50
TransUnion Risk and Alternative Data Solutions Inc	4016011-202506-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	63890	\$81.98
					63890 Total	\$81.98
Trevor Justin Government Relations	32	001 013 511 70 40 00	Lobbying Services	Lobbying Services 06-2025	63891	\$5,000.00
					63891 Total	\$5,000.00
Trueheart Family Counseling	2001	001 005 517 90 41 00	HR-Wellness Program Services	Mental Health Counseling Services	63892	\$1,000.00
					63892 Total	\$1,000.00
ULINE	194118647	001 012 575 50 31 00	CS- The Mill- Ops	Janitorial Supplies for The Mill	63893	\$526.08
ULINE	194118949	001 010 576 80 31 00	PK-Operating Supplies	Janitorial Supplies for PW Shop	63893	\$178.28
ULINE	194118949	101 016 544 90 31 02	ST-Operating Cost	Janitorial Supplies for PW Shop	63893	\$178.28
ULINE	194118949	410 016 531 10 31 02	SW - Operating Costs	Janitorial Supplies for PW Shop	63893	\$178.27
ULINE	194153872	001 008 521 50 30 00	LE-Facilities Supplies	Janitorial Supplies for PD	63893	\$693.31
ULINE	194155054	001 013 518 20 31 00	GG-Operating Costs	Janitorial Supplies for CH	63893	\$869.28
ULINE	194405861	101 016 544 90 31 02	ST-Operating Cost	Tape Dispensers/Laminate Pouches	63893	\$41.08
ULINE	194405861	410 016 531 10 31 02	SW - Operating Costs	Utility Totes/Tape Dispensers/Laminate Pouches	63893	\$193.08
					63893 Total	\$2,857.66
UPS	0000074Y42265	001 008 521 20 42 00	LE-Communication	Evidence Shipping	63894	\$47.33
					63894 Total	\$47.33
US Specialty Insurance Company	070725 BOND	101 016 542 30 49 01	ST-Staff Development	Notary Bond - Houghtaling	63917	\$20.00
US Specialty Insurance Company	070725 BOND	410 016 531 10 49 01	SW - Staff Development	Notary Bond - Houghtaling	63917	\$20.00
					63917 Total	\$40.00
Verizon Wireless	6116753521	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	63918	\$6,295.38
					63918 Total	\$6,295.38
Washington Alarm Inc	656386	005 000 518 20 40 02	Rental Property Services	Fire Alarm Monitoring 10515 20th St SE 07-2025	63895	\$49.19
Washington Alarm Inc	656387	005 000 518 20 40 02	Rental Property Services	Elevator Monitoring 10515 20th St SE 07-2025	63895	\$27.33
Washington Alarm Inc	656388	005 000 518 20 40 02	Rental Property Services	Fire Alarm Monitoring 10519 20th St SE 07-2025	63895	\$49.19
					63895 Total	\$125.71

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Washington Assoc of Sheriffs and Police Chiefs	INV032813	001 008 521 40 49 01	LE- Staff Development	WASPC Conf Registration - Beazizo	63896	\$400.00
Washington Assoc of Sheriffs and Police Chiefs	INV032813	001 008 521 40 49 01	LE- Staff Development	WASPC Conf Registration - Thomas	63896	\$500.00
					63896 Total	\$900.00
Washington State Patrol	I2507188	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	63897	\$225.00
					63897 Total	\$225.00
Washington State Support Registry	6252025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$1,090.08
					EFT Total	\$1,090.08
Washington State Support Registry	7102025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$1,054.46
					EFT Total	\$1,054.46
Wave	103946401-0011544	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	63898	\$1,268.82
Wave	103946401-0011544	001 002 513 11 42 00	AD-Communications	Wave Internet/Telecom Services	63898	\$73.16
Wave	103946401-0011544	001 003 514 20 42 00	CC-Communications	Wave Internet/Telecom Services	63898	\$146.31
Wave	103946401-0011544	001 004 514 23 42 00	FI-Communications	Wave Internet/Telecom Services	63898	\$146.31
Wave	103946401-0011544	001 005 518 10 42 00	HR-Communications	Wave Internet/Telecom Services	63898	\$73.15
Wave	103946401-0011544	001 006 518 80 42 00	IT-Communications	Wave Internet/Telecom Services	63898	\$219.46
Wave	103946401-0011544	001 007 558 50 42 00	PL-Communication	Wave Internet/Telecom Services	63898	\$475.75
Wave	103946401-0011544	001 007 559 30 42 00	PB-Communication	Wave Internet/Telecom Services	63898	\$73.16
Wave	103946401-0011544	001 008 521 20 42 00	LE-Communication	Wave Internet/Telecom Services	63898	\$2,488.23
Wave	103946401-0011544	001 012 575 30 42 00	CS- Museum - Communications	Wave Internet/Telecom Services	63898	\$73.16
Wave	103946401-0011544	001 012 575 50 42 00	CS- The Mill- Communication	Wave Internet/Telecom Services	63898	\$73.15
Wave	103946401-0011544	001 013 518 20 42 00	GG-Communication	Wave Internet/Telecom Services	63898	\$292.61
Wave	103946401-0011544	101 016 543 30 42 00	ST-Communications	Wave Internet/Telecom Services	63898	\$421.01
Wave	103946401-0011544	410 016 531 10 42 00	SW - Communications	Wave Internet/Telecom Services	63898	\$421.01
					63898 Total	\$6,245.29
West Coast Pet Memorial Services	WA70314-I-00078	001 010 576 80 41 00	PK-Professional Services	Animal Cremation Services 05-2025	63899	\$32.00
West Coast Pet Memorial Services	WA70314-I-00078	101 016 542 30 41 02	ST-Professional Service	Animal Cremation Services 05-2025	63899	\$32.00
West Coast Pet Memorial Services	WA70314-I-00078	410 016 531 10 41 01	SW - Professional Services	Animal Cremation Services 05-2025	63899	\$32.00
					63899 Total	\$96.00
Western Conference of Teamsters Pension Trust	7102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contribution-Teamster Pension	63912	\$4,651.53
Western Conference of Teamsters Pension Trust	7102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contribution-Teamster Pension Probation	63912	\$17.49
					63912 Total	\$4,669.02
WEX Bank	105619019	001 008 521 20 32 00	LE-Fuel	Fuel	63919	\$10,202.80
WEX Bank	105619019	101 016 542 30 32 00	ST-Fuel	Fuel	63919	\$219.42
WEX Bank	105619019	410 016 531 10 32 00	SW - Fuel	Fuel	63919	\$269.99
					63919 Total	\$10,692.21
Whispr Innovations Inc	5413	001 010 576 80 41 00	PK-Professional Services	South Lake Stevens Trail Landscaping 03-2025	63900	\$1,472.27
Whispr Innovations Inc	5704	001 010 576 80 41 00	PK-Professional Services	South Lake Stevens Trail Landscaping 05-2025	63900	\$2,576.20
					63900 Total	\$4,048.47
Wick	063025 DWC	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	MHP Consultant Services 06-2025	63901	\$2,336.00
					63901 Total	\$2,336.00
Woldridge	120824 TONYA	001 010 576 80 49 01	PK-Staff Development	Reissue CK #62788 Event Prep Mileage PerDiem - Woldridge	63902	\$2.68
Woldridge	120824 TONYA	001 010 576 80 49 01	PK-Staff Development	Reissue CK #62788 WinterFest Errands Mileage PerDiem - Woldridge	63902	\$6.70
Woldridge	120824 TONYA	001 010 576 80 31 08	PK-Special Event Supplies	Reissue CK #62788 WinterFest Supplies Reimbursement - Woldridge	63902	\$8.20
					63902 Total	\$17.58

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
WR Lake Stevens LLC	05-2025 CH	001 002 513 11 41 00	AD-Professional Services	Car Washes for Admin Vehicles	63903	\$20.00
WR Lake Stevens LLC	05-2025 CH	001 007 559 30 48 00	PB-Repair & Maintenance	Car Washes for Building Vehicles	63903	\$80.00
WR Lake Stevens LLC	05-2025 CH	001 005 518 10 41 00	HR-Professional Services	Car Washes for HR Vehicles	63903	\$20.00
WR Lake Stevens LLC	05-2025 CH	001 006 518 80 41 00	IT-Professional Services	Car Washes for IT Vehicles	63903	\$20.00
WR Lake Stevens LLC	05-2025 CH	001 010 576 80 41 00	PK-Professional Services	Car Washes for Parks Vehicles	63903	\$60.00
WR Lake Stevens LLC	05-2025 CH	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles	63903	\$80.00
WR Lake Stevens LLC	05-2025 CH	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles	63903	\$80.00
WR Lake Stevens LLC	06-2025 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles	63903	\$600.00
					63903 Total	\$960.00
Zachor Stock & Krepps Inc PS	25-LKS-0006	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services Rendered - June 2025	63904	\$16,572.32
					63904 Total	\$16,572.32
Zero9 Solutions Ltd	9240-B2B	001 008 521 20 31 06	LE - Uniform Clothing	Portable Radio/Handcuff Cases	63905	\$544.45
					63905 Total	\$544.45

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES

June 24, 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, Anji Jorstad and Kymm Shipman.

Call to Order

Council President Donoghue called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Council President Donoghue led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmember Ewing who was at the AWC Conference.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to excuse Councilmember Ewing. The motion passed 5-0-0-1.

Approval of Agenda

City Clerk Chelin recommended one change to the agenda, to remove Potential Litigation as an Executive Session topic.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Shipman, to approve the agenda as amended. The motion passed 5-0-0-1.

Guest Business

Compensation Connections

Citizen Comments

Richard Trout, Lake Stevens. Boat launch parking concerns.

Derek (Name not confirmed), Lake Stevens. Excessive speeding around the City.

Ray Welk, Lake Stevens. 116th/117th couplet

Billie Lyman, Lake Stevens. 116th/117th couplet.

Council Business

City Department Report

Boat Launch Parking Enforcement Update

Consent Agenda

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Shipman, to approve the consent agenda. The motion passed 5-0-0-1.

The consent agenda items were as follows:

- 2025 Vouchers
- City Council Meeting Minutes of May 20, 2025
- City Council Meeting Minutes of June 3, 2025
- City Council Meeting Minutes of June 10, 2025
- 2025 Pavement Preservation and Citywide Pavement Markings Contract
- Board and Commission Appointments
- Washington State Data Exchange for Public Safety (WADEPS)

Discussion Items**Draft 2026-2031 6-Year Transportation Improvement Program (TIP)**

City Engineer Klinkers explained that the TIP outlines the City's transportation priorities for the upcoming six years and includes proposed roadway, pedestrian, bicycle, and safety improvement projects. State law requires adoption of the TIP (RCW 35.77.010) to ensure continued eligibility for regional, state, and federal transportation funding, in addition to ensuring that each city continually has available advanced plans as a guide in carrying out a coordinated transportation program. A public hearing on the TIP is scheduled for July 1, 2025.

Executive Session

The meeting recessed to Executive Session to discuss to Evaluate the Qualifications of a Candidate for Appointment to Elective Office at 7:35 p.m. for approximately 20 minutes. Action may follow. Councilmember Ewing joined the meeting for the Executive Session.

The meeting reconvened to regular session at 7:55 p.m.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Shipman, to suspend the Council rules and appoint Kurt Hilt to Council Position 7 for the short time until the election. The motion passed 5-1-0-0 with Councilmember Donoghue opposed. (Councilmember Donoghue stated he was not comfortable suspending the Council rules)

Adjournment

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

The meeting adjourned at 8:05 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

July 1, 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. Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Kurt Hilt, Gary Petershagen, Kim Daughtry,
Steve Ewing, Anji Jorstad, Ryan Donoghue,
and Kymm Shipman.

Call to Order

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

Pledge of Allegiance

Mayor Brett Gailey led the Pledge of Allegiance.

Oath of Office for Councilmember Kurt Hilt

Mayor Gailey administered the Oath of Office to Kurt Hilt for Council Position 7.

Roll Call

All Councilmembers were present except Councilmember Donoghue.

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

Approval of Agenda

City Clerk Chelin requested an executive session regarding property acquisition for approximately 10 minutes at the end of the agenda.

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

Citizen Comments

Ryan Welk, Lake Stevens. 116th/117th couplet.

Lorie (Name not confirmed), Lake Stevens. 116th/117th couplet.

Karol Kottsick, Lake Stevens. Spoke against traffic cameras.

Council Business

Note: Councilmember Donoghue arrived at the meeting at 6:23 p.m.

Mayors Business

City Department Report

Everett Waterline

Public Works 2025 Citywide Striping and Thermoplastic Update**Consent Agenda**

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

The consent agenda items were as follows:

- Downtown Stormwater Facility Cost Sharing Agreement
- War Memorial Emblem Replacement
- PUD Easement on the Public Works property for the 131st Ave NE Project

Public Hearing**2026-2031 Six-Year Transportation Improvement Program - Resolution 2025-07**

City Engineer Klinkers explained that the TIP outlines the City's transportation priorities for the upcoming six years and includes proposed roadway, pedestrian, bicycle, and safety improvement projects. State law requires adoption of the TIP (RCW 35.77.010) to ensure continued eligibility for regional, state, and federal transportation funding, in addition to ensuring that each city continually has available advanced plans as a guide in carrying out a coordinated transportation program. The adopted TIP is shared with adjacent local jurisdictions and utility districts to coordinate projects, as well as with the State for incorporation into the Statewide TIP (STIP). Most transportation grant sources require that projects be listed in the TIP prior to grant application or award. The TIP itself does not authorize projects to move forward nor provide funding for any of its listed projects; for that to occur, individual projects must be funded through the City's normal budget adoption process.

Mayor Gailey opened the public hearing for comments.

There were no comments.

Mayor Gailey closed the public hearing.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Daughtry, to adopt Resolution 2025-07 adopting the 2026-2031 Six-Year Transportation Improvement Program (TIP). The motion passed 7-0-0-0.

Traffic Cameras

Director Halverson explained the next steps on the proposed traffic camera ordinance:

1. Take public comment on the ordinance (current step)
2. At a future meeting, receive a staff presentation on the ordinance and consider for adoption, modification or rejection.
3. Upon adoption, state law requires the City to conduct a thorough analysis of potential camera locations. This evaluation must address factors such as equity, livability, accessibility, economic impact, education, and environmental health. The findings will be presented to the Council to support informed decision-making regarding site selection and enforcement parameters.

Mayor Gailey opened the public hearing for comment.

John (Name not confirmed), Lake Stevens. Spoke for traffic cameras.
Karol Kottsick, Lake Stevens. Spoke against traffic cameras.

Council engaged in a discussion. The ordinance had clerical errors that also need to be fixed before its brought back to the Council.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Shipman, to table the public hearing on this. The motion passed 7-0-0-0.

Discussion Item

Council Subcommittees

MOTION: Councilmember Hilt made a motion, seconded by Councilmember Ewing, to extend the meeting to 8:10 p.m. for the executive session. The motion passed 7-0-0-0.

Executive Session

The meeting was recessed to executive session at 7:56 p.m. to discuss property acquisition for approximately 10 minutes with action to follow.

MOTION. Councilmember Hilt made a motion, seconded by Councilmember Donoghue, to authorize the Mayor to sign the Letter of Interest to purchase 14 and 26 99th Avenue NE with Pastakia and Associates and authorize the staff to start negotiations for the property sale. The motion passed 7-0-0-0.

Adjournment

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

The meeting adjourned at 8:10 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Contract for Public Works/Parks Building Roof Replacement

Contact Person/Department: Curtis Clifton, Public Works

Budget Impact: A reconciling budget amendment for \$49,000 will be necessary.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign a contract with Allied Roofing in the amount of \$129,000 to replace the roof at the Public Works/Parks building at 2306 131st Ave NE.

SUMMARY/BACKGROUND:

In 2025, the City Council allocated \$90,000 for critical repairs to the Public Works/Parks Shop. This funding included replacement of the electrical panel (\$11,000) and roof replacement. After consultant review, it was recommended that wall cracks be monitored rather than repaired at this time.

Facilities staff and contractors have evaluated the condition of the shop's roof—excluding the office roof, which was replaced within the past decade and remains in excellent condition—and determined it has reached the end of its service life. The existing roof, now over 25 years old, has sustained increasing damage, including persistent leaks resulting in interior water damage to sheetrock and the employee locker room. Despite temporary repairs over recent years, continued patching is no longer effective in preserving the building's structural integrity.

A recent inspection by a qualified contractor confirmed that full roof replacement is necessary to avoid escalating maintenance costs and potential service disruptions. Replacing the roof will protect critical infrastructure, safeguard equipment and personnel, and ensure the uninterrupted operation of essential public services, particularly during inclement weather and emergency response events.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 20250711_PWParksRoofContract

PUBLIC WORKS CONTRACT (Under \$150,000)

Contract Name: PW Shop Roof Replacement

This Agreement, made and entered into this ____ day of _____, 20____, by and between the City of Lake Stevens, hereinafter referred to as “City”, and Allied Roofing Installation Services, LLC, hereinafter referred to as “Contractor.”

In consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work and Schedule of Services to be Performed by Contractor—the Project.

The Contractor shall perform, carry out those services described in the attached “Scope of Work” and complete the Roof Replacement (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Contract Documents.

The following checked documents are incorporated into the Contract by this reference:

- A. ☐ Plans and Contract Drawings (attached).
- B. ☒ Scope of Work (attached).
- C. ☒ Proposal/Bid Submittal (attached).
- D. ☐ 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)
- F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).
- G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)
- H. ☐ Addenda (if any) described as follows: _____.

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work and Time of Completion.

Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a City of Lake Stevens Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.
- E. Ch. 39.08 RCW Performance & Payment Bond (check one box). Contractor has elected to:
 - (i) ☐ No requirement for a performance and payment Bond since the total contract amount is under \$5,000; or
 - (ii) ☐ Provide a Performance and Payment Bond; or
 - (iii) ☒ Per the City's Procurement Policy, the City has approved the Contractor's request, that in lieu of providing the Performance and Payment Bond the City will withhold up to 10% on the project for a period of 30-days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue, Employment Security Department and Department of Labor & Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. For this contract, the following amount of withholding applies:
 - ☐ 5% of monies earned
 - ☒ 10% of monies earned

Language shall be included in all bonds stating that the amount of the bond will automatically increase with each change order without obtaining additional approvals from the surety.

F. These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within ____ days of issuance of the notice to proceed and be completed no later than _____.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified above in Section 3. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications identified in subsection 2.D. for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. Total Contract Sum for Project. Excluding payment under the provisions for early termination set forth in Section 1-08.10 of the Standard Specifications and approved changes orders, the City shall pay the Contractor after the Project work is fully performed and accepted a total Contract Sum not to exceed:

Statement of Work Subtotal:	\$ <u>118,000.00</u>
Sales Tax	\$ <u>10,974.00</u>
Total Contract Amount	\$ <u>128,974</u>

The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. Retainage: Contractor elects to have 5 % retainage as required by RCW Chapter 60.28 (check one):

- (i) ☒ Held in a fund by the City; or
- (ii) ☐ Deposited in an interest-bearing account, invested in an ☐ escrow account or ☐ provide a retainage bond.

Retainage will not be released until receipt of approval of Affidavit of Wages Paid from Department of Labor and Industries. On projects over \$35,000 Retainage will be released following the receipt of final approval from the Department of Labor and Industries, Department of Revenue, and Employment Security Department and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

C. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

D. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered, in the judgment of the City, does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until in the judgment of the City the work meets the requirements of the Contract.

E. Payments. Subject to G below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

F. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

G. Final Payment. As a Public Works project under \$150,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, in such case, the parties agree that the City shall retain 5% of the contract amount for a period of thirty days after the date of final acceptance or until each of the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.
2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid
3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

H. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by the City under Section 7 or other applicable provision of the Contract.

7. City Right to Early Termination of Contract.

The City may early terminate this Contract for cause as provided for in Section 1-08.10 of the Standard Specifications and in accordance with the provisions thereof.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens Business License prior to the issuance of a notice to proceed by the City and the commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

- A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of

final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and

the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provisions.

(i) Primary Coverage. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain provisions, or be endorsed to contain provisions providing that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

(ii) (Check all applicable coverages)

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

G. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the

Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13 for ongoing operations and CG 20 37 10 01 for completed operations.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

24. Severability.

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

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

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant

or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by _____, and shall be administered for the Contractor by the Contractor's Contract Representative, _____ unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425-334-1012

To Contractor

Allied Roofing Installation Services
190 S 312th Street
Federal Way, WA 98003
Telephone: 253-277-7822

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts and Signatures.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract. Digital, electronic, and PDF signatures will constitute an original in lieu of the “wet” signature.

35. ☐ Debarment and Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit ___, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed this ___ day of _____, 20__.

CITY OF LAKE STEVENS

ALLIED ROOFING INSTALLATION
SERVICES

By: _____
(Title Mayor or Director authorized to sign)

By: _____

Printed Name & Title

Attest:

Approved as to Form:

Kelly Chelin, City Clerk

Greg Rubstello, City Attorney

Acknowledgement of Waiver of Contractor’s Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS: (SOW/Estimate/Quote)

Exhibit A:



190 S 312th St. Federal Way, WA 98003
Email: office@alliedrgcllc.com
Phone Number: (253)277-7822
Contractor License: ALLIERI810PP

<u>Owner's Name: Scott VanOstrand</u> <u>(City of Lake Stevens)</u>	<u>Address: 2306 131st Ave NE</u> <u>Lake Stevens WA 98258</u>
<u>Phone Number: (360) 926-3587</u>	<u>Email:</u> <u>svanostrand@lakestevenswa.gov</u>

Description of the work:

- Prepare the property: Building
- Tear off 3 layer of existing roofing.
- Clean gutters, downspout, roof and all exterior debris caused during the job, haul and disposal.
- Install ice and water shield, gables and eaves
- *** Install synthetic underlayment felt over entire main roof deck prior to installing asphalt composition shingles.
- Vapor barrier used between the roof material and the roof deck.
- Install: "IKO Dynasty 40yr." Color: TBD by owner
- All shingles will be fastened using roofing coil nails.
- Make sure the correct components are provided & supervise these applications to insure proper installations.
- Replace "All" metal roof flashing. Use 24 Ga. factory painted metals: Roof to Wall, Step Flashing.
- Included: caulking boots on all plumbing vent pipes
- Included: 1" x 3" Gutter Metal on all eaves, 1-3/8"x1-3/8" Drip Edge on Gables.
- ** Included: Make sure ventilation is up to code
- Included: Hip & Ridges Shingles**
- Install CDX 1/2" plywood on entire roof surface included in the estimate
- Install 6K gutters and downspouts included in the estimate



190 S 312th St. Federal Way, WA 98003
Email: office@alliedrgcllc.com
Phone Number: (253)277-7822
Contractor License: ALLIERI810PP

Payment: Contractor proposes to perform the above work (subject to any additions and/or deductions pursuant to authorized change orders), for the

Total Sum of \$128,974.00 Down Payment (if any) \$64,487.00

- A. **Commencement and Completion of Work:** Commencement of work shall mean the physical delivery of materials onto the premises and/or the performance of any labor and commencement shall be subject to permissible delays.
- B. **Acceptance:** This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

Owner's Signature and Date

Contractor's Signature and Date



190 S 312th St. Federal Way, WA 98003
 Email: office@alliedrgcllc.com
 Phone Number: (253)277-7822
 Contractor License: ALLIERI810PP

Existing Roof				Roof System	
Roof Area: 103SQ	Pitch: 4/2	Layers: 3	Ridges/Hips:	☐ Mule-Hide	
Total Valleys:	Total Rakes:	Total Eaves:	Decking: Plywood	☐ GAF	
Underlayment/Interlayment				☐ Nu-Ray	
- Install Synthetic Underlayment				☐ CertainTeed	
				☒ IKO	Dynasty 40yr.
Flashing				Warranty	
- Install new 24-gauge w/ metal in all valleys - Install new rake and drip edge flashing - Install all new boots, pipes, poles and flash all protrusions - Remove and dispose of all debris from job site				☒ 10-year Labor Warranty ☐ 15-year Labor Warranty ☒ 40yr Manufacturer Warranty ☐ 50yr Manufacturer Warranty ☐ NONE	



190 S 312th St. Federal Way, WA 98003
Email: office@alliedrgcllc.com
Phone Number: (253)277-7822
Contractor License: ALLIERI810PP

Installation Options

- ✓ REMOVE EXISTING ROOF SHINGLES TO BARE WOOD SHEATING.
- ✓ INSTALL ICE AND WATER SHIELD ON NECESSARY AREAS
- ✓ INSTALL UNDERLAYMENT OVER REST OF WOOD SHEETING
- ✓ INSTALL ROOF ASPHALT SHINGLES
- ✓ INSTALL ROOF VENTILATION SYSTEMS
- ✓ INSTALL SOFFIT VENTILATORS UNDER SOFFITS OF ROOF
- ✓ INSTALL NEW STEP & BASE FLASHING AROUND CHIMNEY
- ✓ INSTALL/REMOVE EXISTING GUTTER SYSTEM-REGULAR 6K GUTTERS
- ✓ ALL DEBRIS WILL BE CLEARED AND HAULED AWAY
- ✓ INSTALL CDX ½" PLYWOOD ON ENTIRE ROOF SURFACE
- ✓ INSTALL ICE AND WATER SHIELD ON ENTIRE AREA

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over & above the estimate. Owner to carry fire, tornado & other necessary insurance. Our worker(s) are fully covered by Workman's Compensation Insurance.

We propose hereby to furnish materials and labor-completed in accordance with above specifications. Payment as follows

Subtotal: \$118,000.00
Tax 9.3%: 10,974.00
Total: \$128,974.00

Acceptance of Proposal: The specifications and conditions detailed on this proposal are hereby accepted. Payment will be made as outlined.

Authorized Signature: _____

Payments with Credit Card are Subject to a 2.9% Convenience fee.
All checks should be made out to Allied Roofing Installation Services. Thank you!

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: State Owned Aquatic Lands Lease at North Cove

Contact Person/Department: Jill Meis, Parks Department

Budget Impact: \$0

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the Mayor to sign the State Owned Aquatic Lands Lease with the Department of Natural Resources

SUMMARY/BACKGROUND:

The Department of Natural Resources manages the waters of the state and the associated lands beneath these waters known as state-owned aquatic lands. Lake Stevens has state-owned aquatic lands approximately 130 feet off the shore at North Cove. In order for any development, including pilings, to be carried out on state-owned aquatic lands, an aquatic lands lease needs to be executed between the City and the State. This agreement outlines the expectations of the property development and the ongoing use of the property. In this case, the project at North Cove to add the last two sections to the low float dock and the subsequent project of the marina expansion require an aquatic lands lease. There is no cost for the lease as this project is on public recreation property and the property will continue at the conclusion of the project.

Staff and the city attorney have reviewed this draft lease agreement and, although it is marked draft, there are no changes anticipated to the agreement. The draft watermark remains on the agreement until it is routed for signature. The lease and a handout explaining DNR's role in aquatic lands is attached.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. aqr_aquatic_land_boundaries
2. 20-108618_CityLakeStevens_NorthCove_2025.07_Lease_Final-DRAFT-CourtesyCopy

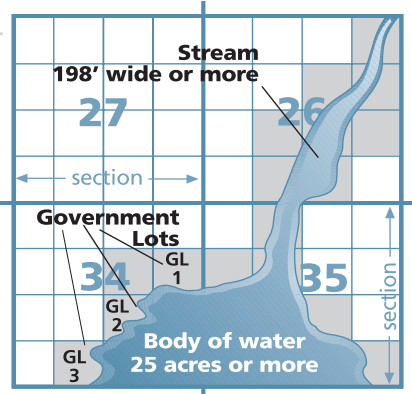


U.S. land patents

For many pre-statehood land “patents” (the way by which the U.S. government grants title to public land) in Washington, upland ownership may extend beyond ordinary high water out to a meander line, including aquatic lands. If the uplands abutting a navigable body of water were patented before statehood, the uplands ownership extends to whichever line is farther out — the ordinary high water line or the meander line. The two diagrams on this page help show the foundation for government ownership principles.

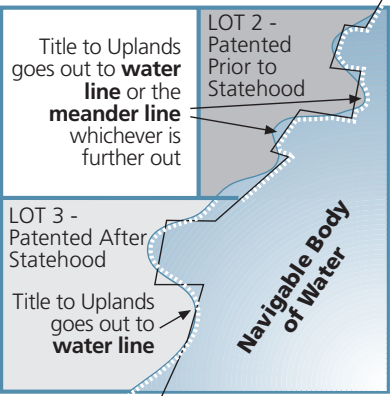
U.S. system of rectangular survey

This system, originated by President Thomas Jefferson in 1785, subdivided land into a grid to provide consistency for legally defining locations and ownerships across two thirds of the United States. Sections (1 mile X 1 mile), townships (36 sections) and ranges were established in relation to a baseline and major meridian. The baseline used in Washington is at a point near Portland, Oregon and runs east/west, parallel to latitude lines. The “Willamette Meridian” runs north/south through the western half of Western Washington.



▲ Government lots in sections 26, 34 and 35 are established because of the presence of a large body of water and wide stream.

Federal surveyors laid meander lines to approximate the shoreline of navigable bodies of water — lakes 25 acres or larger, and streams 198 feet or more in width. The surveyor assigned a parcel number called a government lot to subdivide an incomplete section, often created by the body of water.



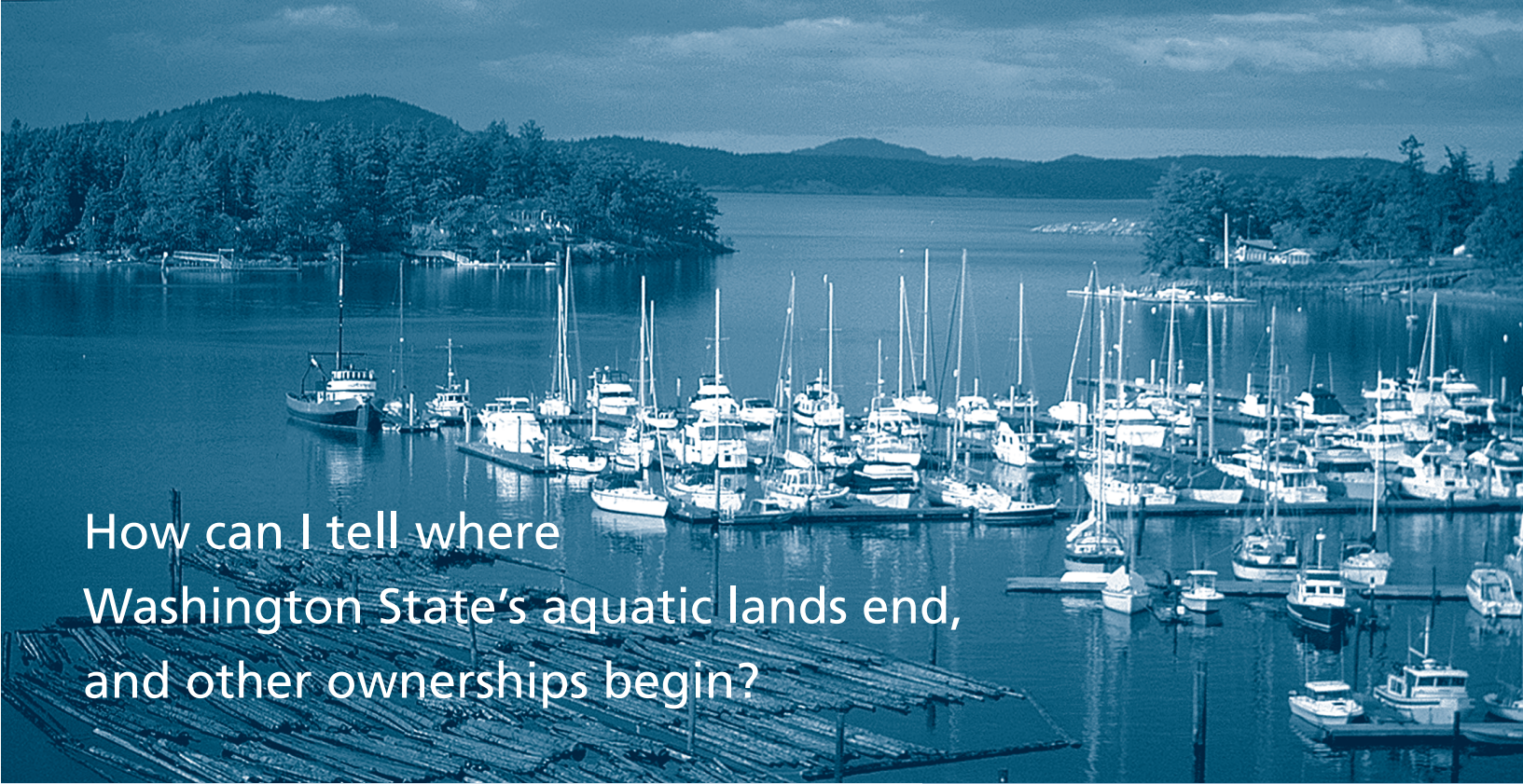
Comparison of pre- and post-statehood patents

Enlarged detail of Lots 2 and 3 in above diagram shows the difference between government lots patented before statehood and patented after statehood. Although the meander lines are similar, the outer boundary of a pre-statehood patented lot extends across an inlet out into the water body, whereas the patent after statehood puts the ownership only to the waterline.

For More Information

Statutes about meander lines and navigability are found in WAC 332-30-106 (37) and (41), respectively. For other information, contact:

- *DNR-managed state-owned aquatic lands* – website: www.dnr.wa.gov. Select ‘Aquatic Resources.’
- *Navigability* – DNR’s land manager in your area. See website.
- *Pre-1971 State aquatic land sales and deed information* – DNR Title Office at 360-902-1565.
- *Other ownership questions about DNR-managed aquatic lands* – 360-902-1100.
- *Privately owned aquatic lands* – Your county assessor’s office.



How can I tell where Washington State’s aquatic lands end, and other ownerships begin?



The lakes, rivers and marine waters of Washington are a precious, irreplaceable resource. These water bodies provide a mix of benefits: They support myriad species of plants, fish, and other wildlife. They support navigation and commerce. And they provide opportunities for recreation.

The lands beneath these waters and along their shores are aquatic lands. The Washington Department of Natural Resources manages 2.4 million acres of state-owned aquatic lands for current and future generations of state residents. Other aquatic lands are privately owned. As a result, the question often comes up....

Who owns what?

And the answer is: It depends... Ownership varies by type of aquatic land and local history. To determine ownership, it’s necessary to understand the broader history and concepts that affect Washington’s aquatic lands.

General terms

Aquatic or submerged lands include both the marine “salt” waters (Hood Canal, Puget Sound, Grays Harbor, etc.) and fresh waters (rivers, lakes and streams). There are three categories of aquatic lands:

- **Bedlands** – those aquatic lands that are submerged at all times, and include navigable salt and fresh waters of the state;
- **Tidelands** – submerged lands and beaches that are exposed and submerged with the ebb and flow of the tides; and
- **Shorelands** – submerged lands lying along the edge of a river or lake.

Ownership History

Fresh water, such as in lakes or rivers, or marine waters, such as in Puget Sound, are not owned by individuals. Water is managed by the state and protected for the common good. Generally, aquatic lands beneath these waters have been managed that way, too – since statehood.

On November 11, 1889, at statehood, Washington’s aquatic lands became state-owned lands under the Equal Footing Doctrine, which guaranteed new states of the Union the same rights as the original 13. Washington State, through Article XVII of its constitution, asserted ownership to the “beds and shores of all navigable waters in the state...” so that no one could monopolize the major means of transportation, trade or fishing areas. Some other states gave adjacent upland owners a “riparian” right to build over navigable waters, but Washington chose to be a “nonriparian” state – that is, it did not grant that right. It held that aquatic lands are owned by all the people of the state, not individuals.

(Continued on next page)

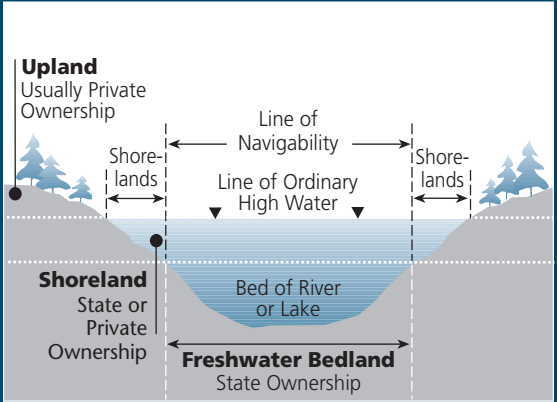
(Continued from previous page)

Although owners of lands abutting state-owned aquatic lands did not receive “riparian” rights at statehood, for more than 80 years they could purchase tidelands or shorelands from the state. In 1971, the sale of the state’s aquatic lands was stopped by the state Legislature. Today, virtually all the bedlands of navigable waters are state

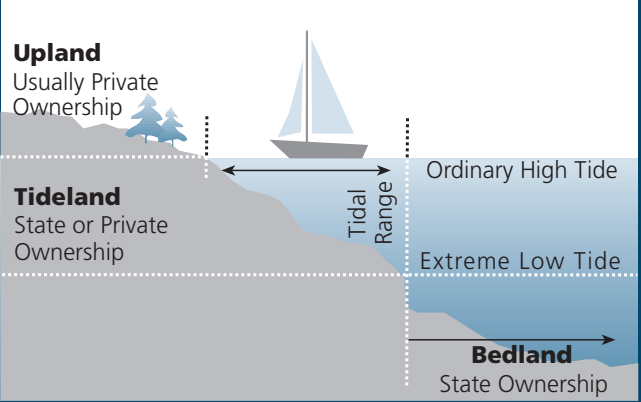
owned, as are 30 percent of the tidelands and 75 percent of shorelands in the state. Non-navigable bodies of water are not owned by the state, and are likely to be connected in title to the abutting upland property.



Because constant change is inherent in lands along waterbodies, further research or surveys are needed to fully understand and settle ownership issues.



Shorelands



Tidelands

Key ownership concepts and how ownership is determined

When questions of ownership arise regarding aquatic lands, two basic time-honored principles are applied. The state’s ownership of aquatic (or submerged) lands is based on whether a specific water body is or was navigable or is influenced by tides. If the answer to either is yes, it may be, or at one time may have been, state-owned land.

Using these principles, ownership within marine water bodies of the state is relatively straightforward to establish. However, when it comes to locating specific boundary lines involving lakes, rivers and streams, ownership is more complex.

Surveys and meander lines

At statehood, federal uplands would not be conveyed without a survey. While carrying out surveys of the uplands, the U.S. General Land Office identified important bodies of water — surveyors laid out “meander lines” that addressed the fluctuations of the shoreline (see back page diagram). Originally, ownership was defined using the natural condition of the navigable waterbodies at statehood in 1889. But because riverbanks and shorelines move over time, the ownerships also may move. Washington State considers those bodies of water that were meandered by government surveyors as navigable unless otherwise declared by a court.

Navigability-for-title

Concepts about navigability are used to guide a host of legal relationships covering maritime law, titles, and rights of use, to name a few. In this discussion the terms specifically represent navigability-for-title.

DNR follows the rule that “navigability or navigable” means that a body of water is ‘capable or susceptible’ of navigation — that is, that the water body has been, is now, or could be used for the transport of useful commerce.

Federal law governs ownership title based on navigability; and it is a question of law ultimately determined by federal court. But courts at all levels do consider title (by navigability) disputes and questions such as: What does ‘capable or susceptible’ mean — when did the lake, stream or river demonstrate

that it was, or could be, navigable? What if a river, lake or stream was not meandered by the General Land Office surveys? The mere ability to float a log or canoe does not always meet the ‘transport of useful commerce’ test. So, what types of uses for trade or travel support a finding of navigability? Considering these questions, navigability status and state ownership of aquatic lands are decided on a site-by-site basis, and ultimately may need to be determined by the U.S. Supreme Court.

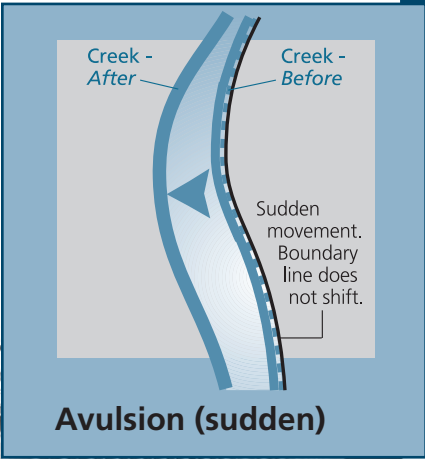
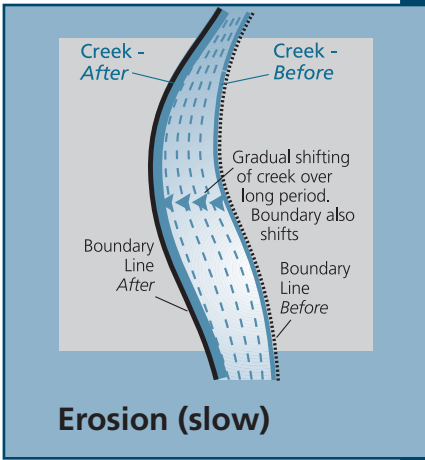
DNR continues to catalogue information on navigability of the state’s lakes, streams and rivers. Work entails research into U.S. General Land Office and other records, surveys, and geographic mapping.

Shoreline changes and ownership

Where shoreline locations change, exactly how the build-up or erosion of land occurs helps determine ownership. In general, when shorelines change gradually (accretion, erosion, reliction), the ownership boundaries change.

However, when shorelines change rapidly through landslides, dredging and volcanic eruptions (avulsion), ownership boundaries do not change. This means that if an avulsive event occurs and aquatic lands become dry and have the characteristics of uplands, they still may be owned by the state and managed by DNR.

Because constant change is inherent in land along water bodies, further research or surveys are usually needed to fully understand and settle ownership issues in these dynamic situations.



How state-owned aquatic lands are to be managed

The Legislature recognized our state’s aquatic lands as a “finite natural resource of great value and an irreplaceable public heritage.” As steward of the 2.4 million acres of state aquatic lands, Washington’s Department of Natural Resources must consider the natural values and best use of these lands before issuing leases or authorizing changes to the lands, while also applying fundamental ownership principles.

DNR is to balance benefits for people of the state, while working with private individuals who desire to use aquatic lands for their particular purposes. Decisions must be in the long-term best interest of the public. Five broad guidelines for managing state-owned aquatic lands are to:

- encourage direct public use and access;
- foster water-dependent uses;
- ensure environmental protection;
- utilize renewable resources; and
- generate revenue consistent with those goals.

Land ownership is central to DNR’s Aquatic Resources programs, and sometimes conflicts arise over who has title to the lands and who controls their use. Laws that began at statehood help clarify ownership issues.



**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

When recorded, return to:
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258



DAVE UP THE GROVE
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS LEASE

Lease No. 20-108618

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Lake Stevens
Legal Description: Govt. Lot. 3 (NE1/4 SW1/4), Section 08, Township 29 North, Range 6 East, W.M., Snohomish County
Complete Legal Description on Page 37
Assessor's Property Tax Parcel or Account Number: 00553800001602 and 00553800001500
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: 00553800003500

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF LAKE STEVENS, a government agency ("Tenant").

BACKGROUND

Tenant desires to lease a portion of the aquatic lands commonly known as Lake Stevens North Cove, which are bedlands located in Snohomish County, Washington, from State, and State desires to lease the Property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the “Property”).
- (b) This Lease is subject to all valid interests of third parties noted in the records of Snohomish County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials, except to the extent expressly permitted in Exhibit B.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant warrants that Exhibit A includes a true and accurate description of the Property boundaries, and the location of the Improvements to be constructed, and the location of the Improvements existing on the Property. Tenant’s obligation to provide a true and accurate description of the Property boundaries, and the location of the Improvements to be constructed, and the location of the Improvements existing on the Property is a material term of this Lease.
- (b) Unless State has given Grantee written authorization to use such lands, Tenant’s use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.
- (c) Tenant shall submit a record of survey for State’s acceptance by December 31st, 2027. Upon State’s written acceptance of the updated record of survey, the record of survey shall supersede the GPS Drawing referenced in Exhibit A.
- (d) Tenant’s submission of the record of survey shall constitute a warranty that the record of survey is a true and accurate description of the Property boundaries and the as-built location of all Improvements on the Property. Tenant’s obligation to provide a true and accurate description of the Property boundaries and the as-built location of Improvements on the Property in the record of survey is a material term of this Lease.

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

- (e) At Tenant's expense, and no later than thirty (30) days after receiving State's written acceptance of the record of survey, Tenant shall record the record of survey in the County in which the Property is located. Tenant shall provide State with recording information, including the date of recordation and the file number, within fifteen (15) days after recording the record of survey.
- (f) Tenant shall hold harmless State and will not seek damages from State in the event a subsequent record of survey reveals an error in the legal description provided in Exhibit A.

1.3 Inspection. State makes no representation regarding the condition of the Property, Improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for:

Public Access

(the "Permitted Use"), and for no other purpose. Exhibit B includes additional details about the Permitted Use, the Property, and Improvements, and additional obligations on Tenant. The Permitted Use of this Lease shall not be changed or modified without the written consent of State, which shall be at State's sole discretion.

2.2 Restrictions on Permitted Use and Operations. The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease or the law.

- (a) Tenant shall not cause or permit:
 - (1) Damage to land or natural resources, except to the extent expressly permitted in Exhibit B,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing. This prohibition includes, but is not limited to, deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) Nothing in this Lease shall be interpreted as an authorization to dredge the Property.
- (c) If pressure washing or cleaning any equipment, machinery, or floating or fixed structures, Tenant shall avoid scouring the substrate and damaging any aquatic land and vegetation. Tenant shall also comply with the following limitations:

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

- (i) If equipment contains or is covered with petroleum based products: (1) Tenant shall not pressure wash such equipment in or over the water and (2) all wash water must be contained and taken to an approved treatment facility.
- (ii) Tenant shall collect or sweep up non-organic debris accumulations on structures resulting from pressure washing and properly dispose of such debris in an upland location.
- (iii) Tenant shall pressure wash using only clean water. Tenant shall not use or add to the pressure washing unit any detergents or other cleaning agents.
- (iv) Tenant shall pressure wash painted structures using appropriate filter fabric to control and contain paint particles generated by the pressure washing.
- (d) Tenant shall avoid damage caused by propeller wash from vessels.
- (e) Tenant shall not allow moorage or anchorage of vessels in water shallower than seven (7) feet extreme low water, and shall not allow vessels to come in contact with underlying - bedlands (commonly referred to as "grounding out") at any time.
- (f) Tenant shall not allow vessels to come in contact with underlying bedlands (commonly referred to as "grounding out") at any time.
- (g) Tenant shall not allow floating structures to come in contact with underlying bedlands (commonly referred to as "grounding out"). Tenant must either (1) locate all floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.
- (h) Tenant shall not construct new bulkheads or place new hard bank armoring.
- (i) Tenant shall not install fixed breakwaters.
- (j) Tenant shall not construct or install new covered moorage or boat houses.
- (k) Except when necessary to comply with a statute, regulation, code, or other law, and where approved by State, Tenant shall not expand the exterior dimensions ("footprint") or the height of an existing finger float.

2.3 Conformance with Laws. Tenant shall keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

2.5 Residential Uses Prohibited. Residential uses, as defined by WAC 332-30-106(63), are not permitted on the Property.

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SECTION 3 TERM**

3.1 Term Defined. The term of this Lease is thirty (30) years, beginning on the 1st day of July, 2025 (the “Commencement Date”), and ending on the 30th day of June, 2055 (the “Termination Date”), unless terminated sooner under the terms of this Lease (the “Term”). Whenever the phrase “termination of this Lease” or “termination of the Lease” is used in this Lease, it shall refer to the ending, termination, cancellation, or expiration of the Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant or deny. Tenant must apply for a new lease at least one (1) year prior to the Termination Date.

3.3 End of Term.

- (a) Removal of Improvements and Personal Property: Prior to the termination of this Lease, Tenant shall remove Improvements and Personal Property in accordance with Section 7.
- (b) Restoration of Property:
 - (1) Prior to the termination of this Lease, Tenant shall restore the Property to its condition before the installation of any Improvements on the Property.
 - (2) This restoration is to be done at Tenant’s expense and to the satisfaction of State. Restoration of the Property is considered to be Work, as described in Section 7 of the Lease. Tenant’s plans for restoring the Property shall be submitted to State for prior approval in accordance with Section 7 of this Lease.
 - (3) If Tenant fails to restore the condition of the Property as required by this Paragraph, State may take steps reasonably necessary to remedy Tenant’s failure. Upon demand by State, Tenant shall pay all costs of State’s remedy, including but not limited to the costs of removing and disposing of material deposited on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with State’s remedy.
- (c) Vacation of Property: Upon the termination of this Lease, Tenant shall cease all operations on and use of the Property and surrender the Property to State.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, and State has not notified Tenant that Tenant must vacate the Property, in the absence of a new lease agreement between State and Tenant, the following terms apply: Tenant’s occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, except that either Party may terminate the tenancy on thirty (30) days’ written notice. The month-to-month occupancy will not be an extension or renewal of the Term.

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- (1) The monthly rent during the month-to-month tenancy will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
 - (2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.
- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

- (a) The Annual Rent is based on the use classification of Tenant's Permitted Use of the Property and the square footage of each use classification, as set forth in Exhibit A.
- (b) Until adjusted as set forth below, Tenant shall pay to State an annual rent of zero Dollars (\$0.00), consisting of zero Dollars (\$0.00) related to the water-dependent rent and zero Dollars (\$0.00) related to the nonwater-dependent rent.
- (c) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. Any payment not paid by State's close of business on the date due is past due.
- (d) Public Use and Access. This Lease allows for free or reduced rent for areas that meet the requirements of RCW 79.105.230 and WAC 332-30-131. If Tenant's use of these areas cease to meet the requirements for free or reduced rent in RCW 79.105.230 and WAC 332-30-131, State will charge Tenant water-dependent rent for using these areas.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Change in Use Classification. Neither the use classification, nor the square footage of a use classification, shall be changed without the prior written consent of State. If the use classification or the square footage of a use classification is changed, the Annual Rent shall be adjusted based on the revised use classification or square footage of each use classification.

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4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraph 4.5(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Commencement Date.
- (b) Procedures on Failure to make Timely Adjustment. If State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until State implements the full amount of increase as determined by the statutory rent formula.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the Improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

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5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay Rent. If Tenant fails to pay rent when due under this Lease, State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

- (a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the

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requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS, PERSONAL PROPERTY, AND WORK

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the land. Improvements include, but are not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property, adjacent state-owned aquatic lands, or Improvements or (2) diminishing the value or utility of the Property, adjacent state-owned aquatic lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by the State of Washington. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant, (2) acquired by Tenant from the prior tenant, (3) made by subtenants on the Property, or (4) acquired by a subtenant from Tenant or a prior subtenant or tenant.
- (e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by State.
- (f) "Improvements Owned by Others" are Improvements owned by others (not including Tenant or a subtenant) with a right to occupy or use the Property.

7.2 Existing Improvements. On the Commencement Date, the following Tenant-Owned Improvements are located on the Property: portions of three (3) finger floats for motorized vessels.

7.3 Construction, Major Repair, Modification, and Other Work.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (collectively "Work").
- (b) Except in an emergency, Tenant shall not conduct Work without State's prior written consent. Tenant shall obtain State's prior written consent as follows:
 - (1) Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications to State at least ninety (90) days before commencement of Work.
 - (2) State may deny consent if State determines that denial is in the best interest of the State of Washington or if the proposed Work does not

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comply with Paragraphs 7.4 and 11.3. State may impose additional conditions intended to protect and preserve the Property or adjacent state-owned aquatic lands.

- (3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.
- (c) Tenant shall immediately notify State of emergency Work. Upon State's request, Tenant shall provide State with as-built plans and specifications of emergency Work.
- (d) Tenant shall not commence or authorize Work until Tenant or Tenant's contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (100%) of the estimated cost of construction or consistent with RCW 39.08.010. Tenant or Tenant's contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.
 - (2) Obtained all required permits.
- (e) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.
- (f) Upon completing Work, Tenant shall promptly provide State with as-built plans and specifications. State may also require Tenant to obtain an updated record of survey showing the Property boundaries and the as-built location of all Improvements on the Property.
- (g) State shall not charge rent for authorized Improvements installed by Tenant on the Property during the Term, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for removal of Improvements as provided in Paragraph 7.5.

7.4 Standards for Work.

- (a) Applicability of Standards for Work.
 - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.
 - (2) If Tenant commences Work five years or more after the Commencement Date, Tenant shall comply with State's current standards for Work.

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- (3) If Tenant commences Work five (5) or more years after the Commencement Date, Tenant shall ascertain State's current standards for Work as follows:
- (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with State's current standards for Work on state-owned aquatic lands.
 - (ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with State's current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work, provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards.
 - (iii) If State does not timely provide State's current standards upon Tenant's request, the standards for Work under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for State's current standards for Work.
 - (iv) If Tenant fails to (1) make a request for State's current standards for Work or (2) timely submit plans and specifications to State after receiving State's current standards for Work, Tenant shall, at Tenant's sole expense, make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.
- (b) The following standards for Work apply to Work commenced in the five-year period following the Commencement Date:
- (i) Tenant shall not install skirting on any overwater structure.
 - (ii) Tenant shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-110, Authorized Work Times in Freshwater Areas, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW)
 - (iii) Tenant shall not provide anchorage or moorage in water more shallow than seven (7) feet (2.1 meters) extreme low water.
 - (iv) Tenant shall install grating on new floats, piers, wharves, fingers, docks, decks, fixed docks, and/or gangways as follows: For floats, fingers, and docks, Tenant shall install unobstructed grating on at least fifty percent (50%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space. For gangways, piers, wharves, decks, and fixed docks, Tenant shall install grating on one hundred percent (100%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.

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- (v) Tenant shall orient navigation channels and entrances to facilities to avoid dredging.
- (vi) Tenant shall maximize water exchange by locating facility openings to promote flushing and prevent trapping surface debris and oily residue.
- (vii) Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner that minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:
 - (i) Tenant shall direct light to walkways,
 - (ii) Tenant shall use light shields which prevent light from being emitted upward and prevent glare on the water,
 - (iii) Tenant shall use fixtures that do not emit light upward,
 - (iv) Tenant shall use lights that are “warm-white” or filtered.
- (viii) Tenant shall not allow new floating structures to come in contact with underlying bedlands (commonly referred to as “grounding out”). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.

7.5 Tenant-Owned Improvements.

- (a) Removal of Tenant-Owned Improvements upon termination.
 - (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Lease unless State waives the requirement for removal.
 - (2) Tenant-Owned Improvements remaining on the Property after the termination of the Lease shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Tenant-Owned Improvements remain on the Property after the termination of the Lease without State’s consent, State may remove all Improvements and Tenant shall pay State's costs.
- (b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.
 - (1) State may waive removal of any Tenant-Owned Improvements whenever State determines that it is in the best interests of the State of Washington, and regardless of whether Tenant enters into a new Lease for the Property.
 - (2) If Tenant enters into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant’s continued ownership of Tenant-Owned Improvements.

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- (3) If Tenant does not enter into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
 - (i) Tenant shall submit its request to leave Tenant-Owned Improvements to State at least one (1) year before the Termination Date.
 - (ii) State, within ninety (90) days of receiving Tenant's request, will notify Tenant whether State consents to any Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Tenant's Obligations if State Waives Removal.
 - (1) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall not remove such Tenant-Owned Improvements.
 - (2) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall maintain such Tenant-Owned Improvements in accordance with this Lease until the termination of the Lease. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Tenant-Owned Improvements State has designated to remain.

7.6 Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Property is a default of the Lease. State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and if Tenant fails to remove the Unauthorized Improvements, State may remove the Unauthorized Improvements and Tenant shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Tenant a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Property, upon State's consent, the Unauthorized Improvements will be treated as Tenant-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.

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- (b) Tenant shall remove Personal Property from the Property by the termination of the Lease. Tenant is liable for damage to the Property and any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Property after the termination of the Lease.
 - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from Tenant to State. State shall pay the remainder, if any, to the Tenant. Tenant shall be liable for any costs of removing the Personal Property and conducting the sale that exceed the proceeds received by State.
 - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the utmost care required under RCW 70A.305.040(3)(a)(iii) of the Washington State Model Toxics Control Act.
- (d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.
- (e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Property; and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.

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- (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Property or adjacent state-owned aquatic lands.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant's obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant's Permitted Use or Tenant's use or occupancy of the Property results in violation of law:
 - (1) Tenant shall submit to State any plans for remedying the violations, and
 - (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

- (a) Tenant and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Tenant shall allow reasonable access to:
 - (1) Employees and authorized agents of the EPA, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate

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an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.
- (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits; United States Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Shoreline Substantial Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.
- (b) Tenant shall fully indemnify, defend, and hold harmless State for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.
- (c) If Tenant fails to exercise care as described in Paragraph 8.2(b)(2), Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities

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arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) If a cleanup is eligible for the Washington State Department of Ecology's Voluntary Cleanup Program, Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources' approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with such Tests, provided State gave Tenant thirty (30) days' advance notice in nonemergencies and reasonably practical notice in emergencies.
- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten

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(10) days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.

- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) days of a written request by the other Party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublease, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall be at State's sole discretion.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
- (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
 - (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant. Tenant shall remain liable for the full and complete performance, satisfaction, and compliance with the terms of this Lease.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for prior approval.
- (b) Tenant shall incorporate the following requirements in all subleases:

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- (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
- (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
- (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
- (4) The sublease must terminate if this Lease terminates for any reason;
- (5) The sublease must include an acknowledgment that the subtenant has received a copy of this Lease;
- (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than one year of rent
- (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
- (8) The sublease must provide that there is no privity of contract between the subtenant and State;
- (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
- (10) The subtenant's permitted use must be within the scope of the Permitted Use;
- (11) The sublease must require the subtenant to indemnify, defend, and hold harmless State to the same extent Tenant is required to indemnify, defend, and hold harmless State under this Lease ;
- (12) The sublease must require the subtenant to meet the Insurance requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
- (13) The sublease must require the subtenant to comply with the Financial Security requirements under Section 10; and
- (14) If the sublease includes moorage of a vessel, the sublease must require the subtenant to procure marine insurance as set forth in Paragraph 10.2(c)(4) of this Lease.

9.4 Event of Assignment. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant is an assignment of this Lease. If Tenant is a partnership, dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant is an assignment of this Lease. If Tenant is a limited liability company, conveyance of an economic interest of greater than fifty percent (50%) is an assignment of this Lease. Assignments defined in this Paragraph 9.4 require State's consent under Paragraph 9.1.

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SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees, to the fullest extent permitted by law and subject to the limitations provided below.
- (b) “Claim” as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys’ fees), fines, penalties, or judgments attributable to: bodily injury; sickness; disease; death; and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. “Damages to tangible property” includes, but is not limited to, physical injury to tangible property, diminution in value to tangible property, damages resulting from loss of use of tangible property, and loss or diminution of natural resource values.
- (c) State shall not require Tenant to indemnify, defend, and hold harmless State, or its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.
- (d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Tenant’s obligation under this Lease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the workers’ compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State’s employees, officials, officers, or agents, and (b) the Tenant or Tenant’s subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant’s liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Tenant certifies that on the Commencement Date of this Lease it is a member of a self-insured risk pool for all the liability exposures, its self-

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insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Tenant shall provide to State evidence of its status as a member of a self-insured risk pool. Upon request by State, Tenant shall provide a written description of its financial condition and/or the self-insured funding mechanism. Tenant shall provide State with at least thirty (30) days' written notice prior to any material changes to Tenant's self-insured funding mechanism. If during the Term Tenant's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Lease, Tenant shall procure additional commercial insurance coverage to meet the requirements of this Lease.

- (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
- (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
 - (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
- (c) Proof of Insurance.
- (1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference the Lease number.
 - (3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.

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- (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance required in this Lease within fifteen (15) days after Tenant receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14 and terminate the Lease without giving Tenant any further opportunity to cure, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.
 - (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (2,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations,

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personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

- (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.
 - (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Workers' and Jones Acts. The Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 30104) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with the law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
 - (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.
 - (2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or

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damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.

- (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

- (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:

- (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
- (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.

(e) Builder's Risk Insurance.

- (1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Tenant, all contractors, and all subcontractors in the work as insured.

- (2) Insurance described above must cover or include the following:

- (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
- (ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
- (iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;
- (iv) Scaffolding, falsework, and temporary buildings located on the Property; and
- (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.

- (3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.

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- (4) Tenant or Tenant's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured.
- (f) Protection and Indemnity Insurance (P&I). For each vessel owned, used, and/or operated on the Property by Tenant or Tenant's contractor(s), Tenant or Tenant's contractor(s) shall procure and maintain P&I insurance with limits of liability not less than One Million Dollars (\$1,000,000). The P&I insurance must cover, at a minimum, all claims relating to injuries or damages to persons or property sustained in, on, or about the property; fuel spills; wreck removal; salvage; injuries to passengers and crew of the vessel; and damages to nets and fishing lines. If necessary, Tenant shall procure and maintain commercial umbrella liability insurance covering claims for these risks.
- (g) Hull Insurance. Tenant or Tenant's contractor(s) shall procure and maintain hull insurance for each vessel owned and/or operated by the Tenant or Tenant's contractor(s) on the Property. The coverage amount of each hull insurance policy must be equal to the value of the covered vessel.

10.4 Financial Security.

- (a) On the Commencement Date of this Lease, Tenant is not required to procure and maintain a corporate security bond or other financial security ("Security"). During the Term, State may require Tenant to procure and maintain Security upon any of the events listed in Paragraph 10.4(c)(1). Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.
- (b) All Security must be in a form acceptable to State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Tenant may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.

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- (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate the Lease or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements in good order and repair, in a clean, attractive, and safe condition.
- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, maintenance, replacements or changes to the Property and to any Improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.
- (e) The requirements of Section 11 apply to maintenance and repair on the exterior surfaces, features, or fixtures of an existing dock for non-motorized vessel use and three (3) finger floats for motorized vessel use. Additions, repairs, alterations, replacements or changes to the dock and finger floats which will result in an expansion of the exterior dimensions of the dock and finger floats are not considered to be routine maintenance or repair.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair, replacement, alterations, or additions. The following limitations also apply whenever Tenant conducts Work on the Property. The following limitations also apply whenever Tenant replaces dock and finger floats.

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- (a) Tenant shall not use or install treated wood on decking, docks, rafts, floats, wharves, piers, fixed docks, gangways, pilings, or any other structure at any location above or below water, except that Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood for above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.
- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of floatation material into the water.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements in accordance with Section 7 and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs, reconstruction, replacement, removal, or restoration may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

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SECTION 13 CONDEMNATION**

13.1 Definitions.

- (a) “Taking” means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of State, prevents or renders impractical the Permitted Use.
- (b) “Date of Taking” means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant’s leasehold estate and Tenant-Owned Improvements and (2) State’s interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease; or
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant’s property.

14.2 Tenant’s Right to Cure.

- (a) A default becomes an “Event of Default” if Tenant fails to cure the default within the applicable cure period following State’s written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.

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- (b) Unless expressly provided elsewhere in this Lease, the cure period is ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period is thirty (30) days. This cure period does not apply where State terminates this Lease under Paragraph 10.2(f) or Paragraph 12.5.
- (c) For nonmonetary defaults not capable of cure within thirty (30) days, Tenant may submit a reasonable alternative cure schedule for State's approval, which State has discretion to grant or deny. The default is not an Event of Default if State approves the alternative cure schedule and Tenant cures the default in accordance with the approved alternative cure schedule.
- (d) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure and regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) State's Rights to Cure Tenant's Defaults.
 - (1) If an Event of Default occurs, State may, without terminating this Lease, remedy the default (in whole or in part) on behalf of Tenant at Tenant's expense. Tenant shall pay State all costs, expenses, fees, and damages incurred by State in connection therewith.
 - (2) If Tenant is in default under the terms of the Lease, and State determines that such default poses an imminent threat of injury or damage to persons or property, State may enter the Property and take actions to eliminate, mitigate, or remedy the imminent threat at Tenant's expense. On demand by State, Tenant shall pay State the amount of all costs, expenses, and fees incurred by State in connection therewith.
 - (3) The rights given to State under Paragraph 14.3(b)(1)-(2) shall neither impose a duty on State nor excuse any failure on Tenant's part to comply with any term, covenant, or condition of this Lease.
- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.
 - (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
 - (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
 - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

- (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.
- (e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Tenant's default or threatened default of any provision of this Lease.

SECTION 15 ENTRY BY STATE

15.1 Right to Enter The Property.

- (a) State and persons authorized by State may, without notice to Tenant, enter the Property and any Improvements on the Property at any reasonable hour to inspect the Property and Improvements, to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, to survey habitat and species, enforce the terms of the Lease, or to exercise any right of State under the Lease or the law.
- (b) State and persons authorized by State, may enter the Property and any Improvements at any time without notice in the case of an imminent threat of injury or damage to persons or property or to prevent waste on the Property.

15.2 Disclaimer. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease. The rights given to State under this Section 15 do not impose, nor does State assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Property or any part thereof.

15.3 Right to Enter Tenant's Land. Tenant grants State and persons authorized by State permission to cross Tenant's private upland shoreland property to access the Property.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

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16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Orca Straits District
919 North Township Street,
Sedro Woolley, WA 98284

Tenant: CITY OF LAKE STEVENS
Parks and Recreation
ATTN Jill Meis
PO Box 257
Lake Stevens, WA 98258

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
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18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

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18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

DRAFT

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF LAKE STEVENS

Dated: _____, 20__

By: BRETT GAILEY
Title: Mayor
Address: PO Box 257
Phone: 425-407-3497

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: KATIE ROSE ALLEN
Title: Deputy Supervisor-Forest Resilience,
Regulation, and Aquatics
Address: 1111 Washington Street SE
Olympia, WA 98504-7027

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER
REPRESENTATIVE ACKNOWLEDGMENT**

Notarized online using audio-video communication

STATE OF WASHINGTON)
) ss.
County of Snohomish)

I certify that I know or have satisfactory evidence that BRETT GAILEY is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor of City of Lake Stevens to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: _____, 2025

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**
STATE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON)

) ss.

County of)

I certify that I know or have satisfactory evidence that KATIE ALLEN is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Deputy Supervisor, Forest Resilience, Regulation, and Aquatics of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: _____, 2025

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

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EXHIBIT A**

LEGAL DESCRIPTION OF PROPERTY & USE CLASSIFICATIONS

Agreement Number 20-108618

1. LEGAL DESCRIPTION OF THE PROPERTY:

The bedlands of Lake Stevens located in front of a portion of Gov't Lot 3, NE ¼, SW ¼, Section 8, Township 29 North, Range 6 East, W.M., Snohomish County. RENAS ADD TO LAKE STEVENS BLK 000 D-02 - S 25FT LOT 16. RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 15.

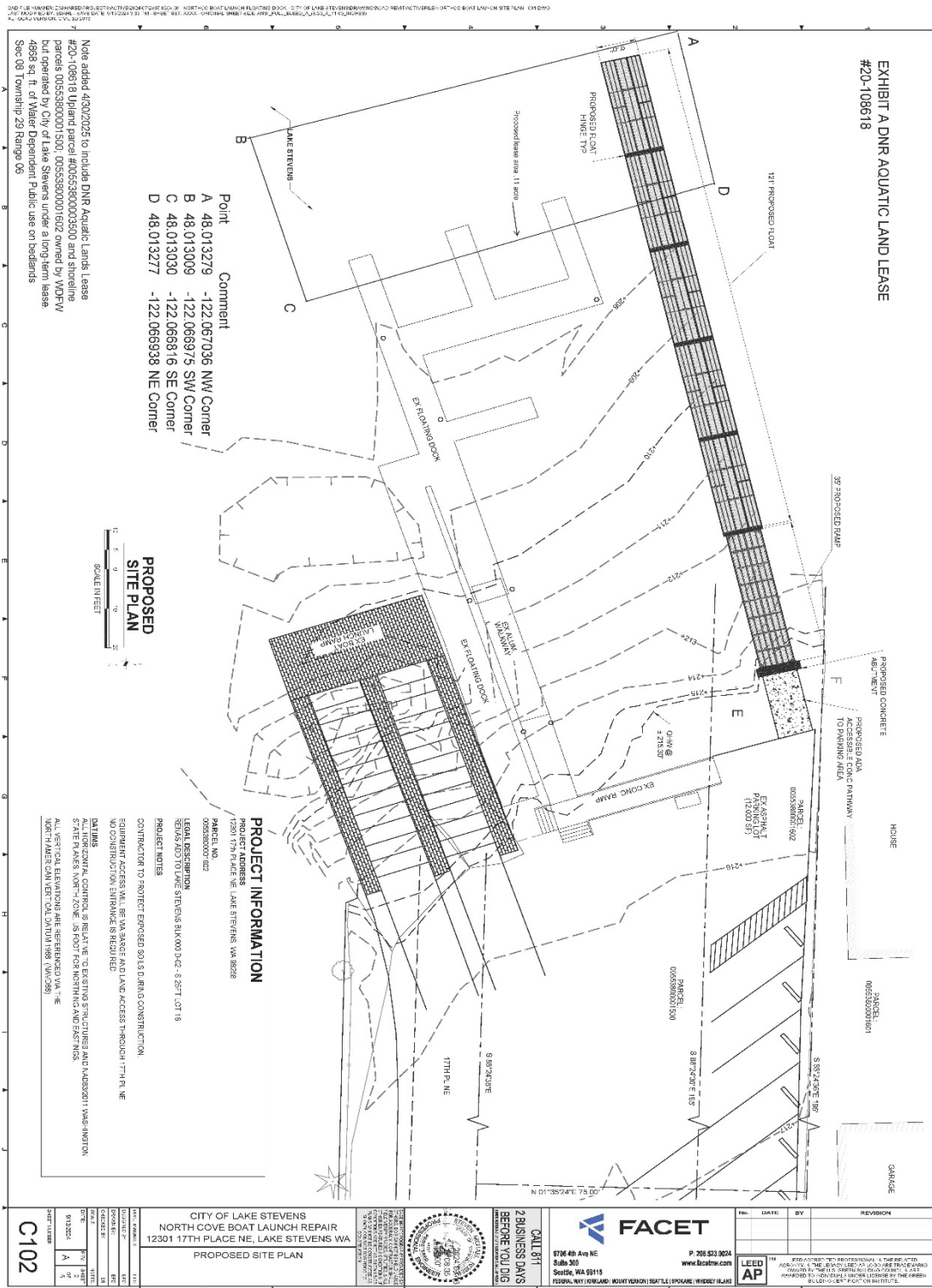
The 2nd class shorelands fronting this location were sold to Marysville Water and Power Company on 5/27/1907 under State Deed Volume 8, Page 150. Only those portions of the dock extending into the beds of navigable waters will need to be authorized.

2. SQUARE FOOTAGE OF EACH USE CLASSIFICATION:

Water-dependent	<u>0</u>
Water-dependent that is public use and access	<u>4868</u>
Nonwater-dependent	<u>0</u>
Water-oriented subject to water- dependent rental rates	<u>0</u>
Water-oriented subject to nonwater- dependent rental rates	<u>0</u>
Total Square Feet	<u>4868</u>

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Exhibit A



**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
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EXHIBIT B**

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities. Lake Stevens is an approximately 1,000-acre lake with maximum depths of 150 feet. It is an urbanized lake with residential, city, and county properties along its shoreline. Residents typically use the lake for recreational activities such as boating, kayaking, canoeing, swimming, and fishing. Invasive Eurasian milfoil is found in Lake Stevens and as well as warm water fishes, such as black crappie, yellow perch, yellow bullhead, and largemouth and smallmouth bass. Native fishes, such as rainbow trout and kokanee are also in the lake. Washington Department of Fish and Wildlife Priority Habitats and Species Report maps do not identify any habitats or species of priority conservation concern within Lake Stevens. The existing use is public access with portions of three (3) finger floats for day use and temporary moorage of motorized vessels while launching, which extends from private shorelands onto state owned aquatic land (SOAL). There is also a 120 foot long rowing dock for non-motorized use by vessels for temporary moorage while launching on private shorelands abutting SOAL.

B. Proposed Work.

Tenant has submitted to State plans and specifications for the Proposed Work, which are attached as Attachment 1 to this Exhibit B (Proposed Work). State grants its consent to the Proposed Work. Tenant shall conform the Proposed Work to the plans and specifications. Tenant's Proposed Work is considered Work and subject to the terms and conditions of this Lease. If the Proposed Work is not commenced within five years of the Commencement Date of the Lease, or if Tenant is required to renew, extend, modify, or obtain a new regulatory permit for the Proposed Work, Tenant shall obtain State's prior written consent before conducting the Proposed Work pursuant to Section 7.3 of the Lease

C. Permits for Proposed Work. Tenant has secured the following permits for the Proposed Work: list permits with permitting agency, identification number, and date issued.

- HPA, issued by WDFW, dated September 19th, 2024, to September 18th, 2029
- Shoreline Substantial Development Permit & Floodplain Development Permit, issued by City of Lake Stevens, dated September 17th, 2024, to September 17th, 2025
- SEPA Planned Action Certification, issued by City of Lake Stevens, dated August 16th, 2024.
- Building Permit, issued by City of Lake Stevens, dated September 19th, 2024, to November 17th, 2025.

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2. ADDITIONAL OBLIGATIONS

Except for the Proposed Work authorized in Section 1.B. of this Exhibit B, State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Paragraph 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

- A. State agrees to accept Exhibit A on a temporary basis while the Tenant works towards design, permitting, and construction of Phase 2 to replace the finger floats along private shorelands and on existing lease area. An official record of survey will be produced and recorded post-construction of Phase 2 for the entire lease area by December 31st 2027. If the Tenant fails to go to construction, an official record of survey is still required by December 31st 2027. Tenant must work towards Phase 2 within two (2) years of lease commencement date. Tenant proposed Phase 2 construction timeline is Summer 2027 in-water work window.
- B. By August 1st, 2025, Tenant shall post visible signage near shore that includes all national and state emergency reporting numbers for oil and chemical spills.

[illegible]

[illegible]

EXISTING PROFILE

Scale: 1" = 10'

Profile Data (Approximate):

Distance (ft)	Elevation (ft)	Feature
0	210.0	EX PARKING LOT
10	210.0	EX TIMBER ABUTMENT
20	210.0	EX TIMBER RAMP
30	210.0	EX TIMBER RAMP
40	210.0	EX TIMBER RAMP
50	210.0	EX TIMBER RAMP
60	210.0	EX TIMBER RAMP
70	210.0	EX TIMBER RAMP
80	210.0	EX TIMBER RAMP
90	210.0	EX TIMBER RAMP
100	210.0	EX TIMBER RAMP
110	210.0	EX TIMBER RAMP
120	210.0	EX TIMBER RAMP
130	210.0	EX TIMBER RAMP
140	210.0	EX TIMBER RAMP
150	210.0	EX TIMBER RAMP
160	210.0	EX TIMBER RAMP
170	210.0	EX TIMBER RAMP
180	210.0	EX TIMBER RAMP
190	210.0	EX TIMBER RAMP
200	210.0	EX TIMBER RAMP

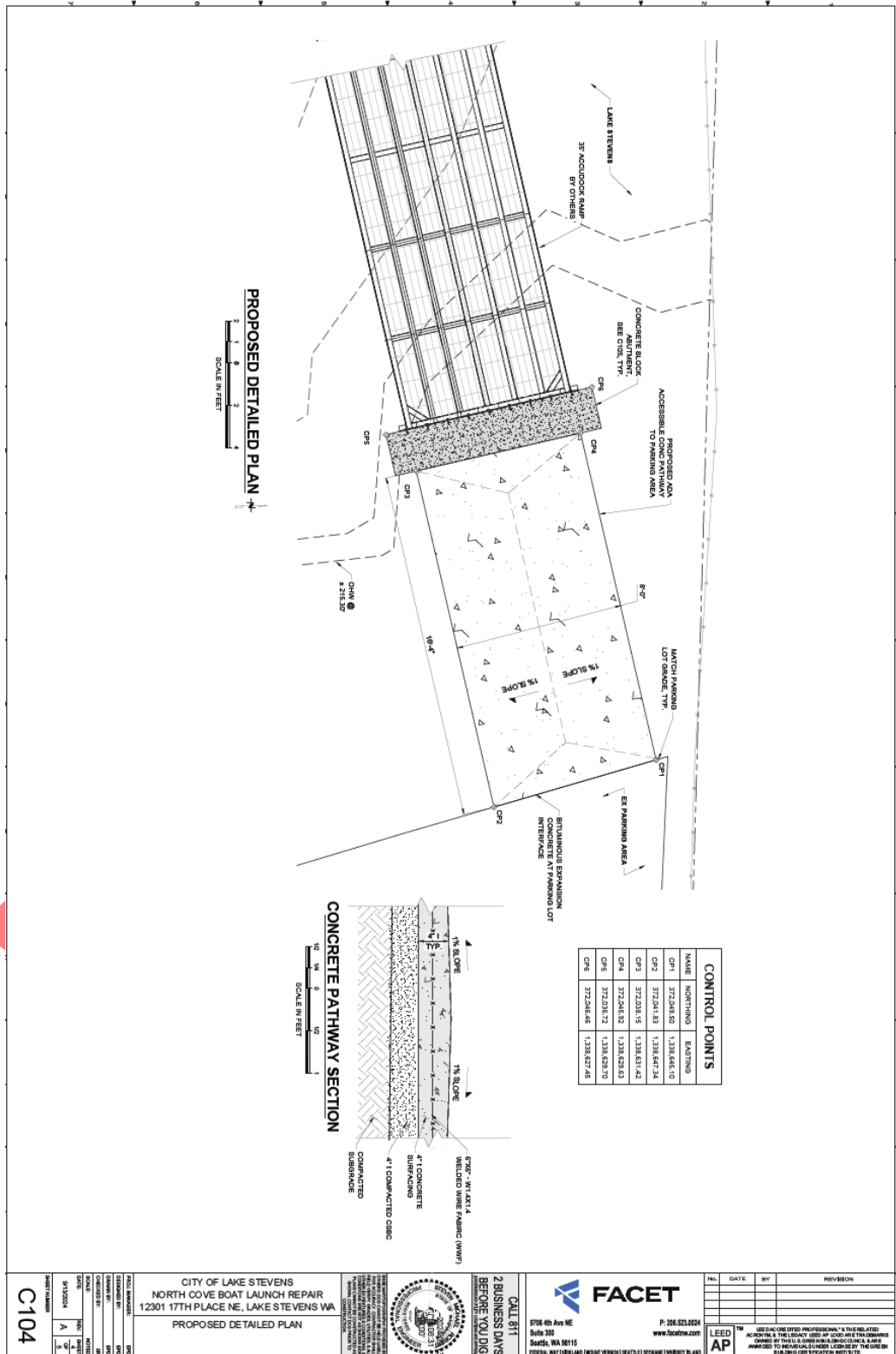
PROPOSED PROFILE

Scale: 1" = 10'

Profile Data (Approximate):

Distance (ft)	Elevation (ft)	Feature
0	210.0	EX PARKING LOT
10	210.0	EX TIMBER ABUTMENT
20	210.0	EX TIMBER RAMP
30	210.0	EX TIMBER RAMP
40	210.0	EX TIMBER RAMP
50	210.0	EX TIMBER RAMP
60	210.0	EX TIMBER RAMP
70	210.0	EX TIMBER RAMP
80	210.0	EX TIMBER RAMP
90	210.0	EX TIMBER RAMP
100	210.0	EX TIMBER RAMP
110	210.0	EX TIMBER RAMP
120	210.0	EX TIMBER RAMP
130	210.0	EX TIMBER RAMP
140	210.0	EX TIMBER RAMP
150	210.0	EX TIMBER RAMP
160	210.0	EX TIMBER RAMP
170	210.0	EX TIMBER RAMP
180	210.0	EX TIMBER RAMP
190	210.0	EX TIMBER RAMP
200	210.0	EX TIMBER RAMP

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
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ATTACHMENT 1**



CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Amendment to Interlocal Agreement with Washington State Criminal Justice Training Commission

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to Sign the Amendment to the Interlocal Agreement

SUMMARY/BACKGROUND:

On April 25, 2024, the Washington State Criminal Justice Training Commission and City of Lake Stevens Police Department entered into Interlocal Agreement (ILA) No IA24-088 for part-time academy instructors. The Agency may provide to the WSCJTC the part-time services of on-duty and qualified Agency personnel to provide academy instruction and instructional support. This amendment is to extend the ILA until April 30, 2028.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. ILA Amendment

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Cancel Council Meetings for Summer Recess

Contact Person/Department: Kelly Chelin, Administration

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Cancel the following Council meetings due to the summer recess:

July 22, 2025

August 5, 2025

August 12, 2025

August 19, 2025

SUMMARY/BACKGROUND:

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Amendment to Interlocal Agreement (ILA) with Snohomish County for Frontier Heights Park

Contact Person/Department: Jill Meis, Parks Department

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign Frontier Heights Park ILA extension with Snohomish County

SUMMARY/BACKGROUND:

Snohomish County has awarded the city funds for the development of Frontier Heights Park Phase 2. The ILA is set to expire at the end of 2025. Staff requested an extension to the end of 2026 in order to complete the project.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. REET 2 City of Lake Stevens _Frontier Heights_Amendment 1_ForSignature

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SNOHOMISH
COUNTY AND THE CITY OF LAKE STEVENS FOR THE FRONTIER HEIGHTS PARK
PROJECT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) to that certain Interlocal Agreement between Snohomish County and the City of Lake Stevens, Washington, concerning the Frontier Heights Park Project (the “Agreement”) dated December 27, 2023, is made by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Lake Stevens, a municipal corporation of the State of Washington (the “City”).

The City of Lake Stevens has requested an extension for the Agreement due to delays encountered with procurement and design challenges.

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

1. Section 2., **Effective Date and Duration**, is hereby amended as follows:

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party’s obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

2. Section 4.4, **Project Deadline**, is hereby amended as follows:

On or before December 31, 2026, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

3. Section 5., **Invoicing and Payment**, is hereby amended as follows:

5.1 Invoicing. Within thirty days of final completion of the Project or by December 30, 2026, whichever occurs first, the City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during and after completion photos.

4. Section 12.2., **Termination for Breach**, is hereby amended as follows:

In the event that the City fails to complete the Project by December 31, 2026, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination

EXCEPT AS PROVIDED IN THIS AMENDMENT NO. 1, ALL TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT DATED DECEMBER 27, 2023, SHALL REMAIN IN FULL FORCE AND EFFECT.

SNOHOMISH COUNTY:

CITY OF LAKE STEVENS:

Snohomish County Executive

Title: Date

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Seattle City Light Agreement

Contact Person/Department: Jill Meis, Parks Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign Consent Agreement with Seattle City Light

SUMMARY/BACKGROUND:

The City has been in coordination with Seattle City Light to develop Phase 2 of Frontier Heights Park. Seattle City Light operates overhead power transmission lines in the corridor that includes Frontier Heights Park. Seattle City Light has issued their approval via a consent agreement to the City for signature. The agreement outlines the responsibilities of each party in order to develop the park.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Consent City of Lake Stevens

Return to:
Seattle City Light
Real Estate Services SMT 3338
P.O. Box 34023
Seattle, WA 98124-4023

AGREEMENT- (Consent Agreement for Use of City of Seattle's Transmission Line Easement)

Reference #: 290513-2-104

Easements #: 290513-2-001

Grantor: City of Seattle

Grantee: City of Lake Stevens

Short Legal: Snohomish County NW Quarter, Section 13, T-29N, R5E

Tax Parcel #: 00451800005600

This Agreement entered into by and between the City of Seattle ("City") acting by and through its City Light Department ("City Light") and City of Lake Stevens ("Lake Stevens") this _____ day of _____, 2025.

WHEREAS, The City of Lake Stevens owns the below described property:

FRONTIER HEIGHTS NO. 1 BLK 000 D-00 - TR C-1 AKA TR 56

and WHEREAS, City Light owns, operates and maintains municipal electric transmission facilities and necessary appurtenances located within recorded transmission line easements ("Easement Area") over a portion of the above-described real properties; and

WHEREAS, Lake Stevens desires the consent of City Light for park improvements across the easement area shown in the plans titled Frontier Heights Park Playfields, dated February 26, 2025 ("Plans"), said Plans kept on file by City Light and by this reference made a part hereof; and

WHEREAS, City Light may consent to improvements in its Easement Areas in certain limited circumstances where City Light determines that it is in the public interest and Lake Stevens of such improvements meet certain conditions to avoid interference with City Light's Easement rights and to ensure that City Light facilities and operations are adequately protected;

Now, therefore, the parties mutually agree to the following:

City Light hereby consents to Lake Stevens' use within the Easement Area for the sole purpose of the construction, operation and maintenance of the improvements listed above (altogether the "Improvements"), subject to the following terms and conditions:

Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns will not construct, install, place or allow any building, structure or other improvement within the

Easement Area except those improvements as depicted in the above-described Plans that have been reviewed and accepted by City Light. City Light's acceptance of the Plans have been approved as of the date of this Agreement. If, for any reason, the Plans undergo a significant change in design prior to or during initial construction, Lake Stevens or Lake Stevens' agents shall submit the new plans to City Light for its review and approval.

A minimum working clearance of 20 feet from the 230 KV transmission lines shall be maintained at all times for personnel and machinery. Clearance requirements from structure to structure may be greater. Lake Stevens, their agents, employees, subcontractors and assigns must comply with all NESC, Washington L & I, WAC and OSHA codes and clearances while engaging in any activity within the Easement Area.

Transmission lines have a large amount of fault current. The fault current from a 230-kV transmission line may be as high as 60 kA. For this reason, it is prudent to ensure that all the ferrous materials used in the City Light Easement Area, if any, shall be properly grounded. Any ferrous materials appurtenant to the Lake Stevens' improvements permitted hereunder shall be engineered in such a way to deal with the induction from the transmission line in a safe manner. It is recommended not to use any continuous, conductive material. All grounding recommendations shall be made by the Lake Stevens' consultant, City Light does not provide grounding studies.

No new trees shall be placed within the Easement Area that have mature heights of over 10 feet. If any trees are placed within the Easement Area, City Light shall have the right to trim or remove the plantings and charge Lake Stevens for the cost of such work. City Light shall not be liable for damage to the plantings as a result of such trimming or removal.

No grading, cutting or filling other than that shown on the Plans is allowed within the Easement Area without prior written consent from City Light.

Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns, covenants and agrees that it will not store, dump, bury or transfer any hazardous substances, inoperable vehicles, chemicals, oils, fuels, or containers for said substances, chemicals, oils, fuels, flammable materials, etc., within the Easement Area; and further agrees to observe all environmental laws of the State of Washington or any other governmental authority having regulatory jurisdiction over such activities within the Easement Area.

There will be no ponds, "V" ditches, water features, or open water retention facilities within the Easement Area.

Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns, shall, upon completion of any construction on or around the Easement Area, remove all debris and restore the surface of the Easement Area as nearly as possible to the condition in which it existed at the date of this Agreement.

Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns shall not at any time interfere with City Light's access to and over the Easement Area. Any locking

gate installed within the Easement Area shall have double locks, one lock being owned by City Light. City Light will not be responsible for any damage to any fence resulting from City Light gaining access to its Easement Area.

The CEO and General Manager of City Light, or designated agents, shall have the right at all reasonable times to inspect the Easement Area for the purpose of observing the conditions thereof, and the manner of compliance by Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns with the terms and conditions of this Agreement.

Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns, will assume all risk of loss, damage or injury which may result from its use of the Easement Area. It is understood and agreed that any damage to City Light's property, caused by or resulting from Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns, use of the Easement Area, may be repaired by City Light and the actual cost of such repair shall be charged against and be paid by Lake Stevens or their successors in interest.

Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns, agrees that City Light shall not be liable for any damages to Lake Stevens' Improvements by reason of any construction, alterations, or maintenance performed in the Easement Area by City Light, its agents or representatives except to the extent caused by the negligent acts or omissions of City Light, its agents or representatives. Lake Stevens acknowledges that the City has informed Lake Stevens of the possibility that heavy machinery or vehicles may drive across or upon Lake Stevens' improvements, and that the City has set forth the recommendation that all access roads, underground structures (piping and backfill) shall be constructed to support the weight of the AASHTO H-90 loading vehicle, and Lake Stevens accepts the risk that damage may occur to the Improvements as a result of City's machinery or vehicles driving within the Easement Area.

Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns, agrees to protect and save harmless the City from all claims, actions or damages of every kind and description, which may accrue from or be suffered by reason of Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns, use of the Easement Area or the performance of any work in connection with its use; and in case of any such suit or action being brought against the City, or damages arising out of or by reason of any of the above causes, Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns shall, upon notice to LAKE STEVENS their successors in interest, agents, employees, subcontractors and assigns of commencement of such action, defend the same at the Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns, sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to the City of Seattle.

Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns agrees not to use the Easement Area for any other purpose whatsoever than as set forth above and agree that the CEO and General Manager of City Light shall be the sole judge of any conflict or violation of such use as above stated. The CEO and General Manager of City Light shall have the right at all times to suspend or terminate any or all use or operations within the Easement Area, which they deem to be detrimental to the best interests of City Light.

This Agreement is for the use of the Easement Area only and shall not be construed to replace or to be used in lieu of any permits or licenses which may be required, granted or supervised by any other subdivision of government charged with licensing, policing and supervising the operations of Lake Stevens, their successors in interest, agents, employees, subcontractors and assigns, hereunder. It is understood that any rights granted hereunder are subject to existing rights, if any, of other parties. In consenting to the use of the Easement Area for this purpose, City Light does not waive or subordinate any of the rights and privileges granted to City Light by easements for transmission line purposes.

APPROVED ON: _____

SEATTLE CITY LIGHT
REAL ESTATE SERVICES

Greg Sancewich
MANAGER, REAL ESTATE DEPARTMENT

ACCEPTED ON: _____

CITY OF LAKE STEVENS

Print Name: _____

Title: _____

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Acceptance of 2025-2026 Wellness Grant from WA Criminal Justice Training Commission

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Accept and Authorize the Mayor to sign the grant contract for the 2025-2026 CJTC Wellness Grant

SUMMARY/BACKGROUND:

Lake Steven Police worked with City Staff to submit for CJTC's 25-26 Wellness Grant. We were awarded \$18,000 for mental health and wellness initiatives. This is the third year in a row we have been awarded funds through this grant. We are requesting council accept receipt of this grant award and authorize the Mayor to sign the grant contract in order to move forward with this program.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Lake Stevens Officer Wellness Contract 2025-2026

DRAFT

Washington State Criminal Justice Training Commission		WSCJTC Contract No. K46	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor Name: Lake Stevens Police Department		Contractor Address: 1825 South Lake Stevens Rd., Lake Stevens, WA 98258	
Contact: Julie Ubert			
Contact Telephone: 425-622-9371		Contact E-Mail jubert@lakestevenswa.gov	
Statewide Vendor Number: (SWV): Click here to apply or provide number below:			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel, Grant Manager		E-mail Address Susan.Rogel@cjtc.wa.gov Telephone 206-939-8437	
Contract Start Date	Contract End Date June 30, 2026	Contract Maximum Amount \$18,000	
Subcontracting Authorized? Y/N Y	Travel Expenses Authorized? Y/N Y		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Susan Rogel		Lake Stevens Police Department	
Manager	Date	Contractor Business Name	
Francesca Heard			
Department Manager	Date	Date	
Monica Alexander			
Executive Director	Date	Contractor signature Brett Gailey, Mayor bgailey@lakestevenswa.gov	
Holly White			
WSCJTC Contract Specialist	Date	Print Name & Title	

DRAFT

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

OUTCOMES, REPORTING, AND INVOICING TIMELINES

1. **Outcome Report**
2. **Invoice (A-19 and backup documentation (receipts for expenses, number served, rosters, training topics, etc.) – submitted in one PDF document all together)**

DUE DATES:

1. October 15, 2025 (July, August, & September)
2. January 15, 2026 (October, November, & December)
3. April 15, 2026 (January, February, & March)
4. July 10, 2026, **FINAL** submission (April, May, & June)

REQUIRED OUTCOMES FOR REPORT:

1. Mental Health Support – Document Provider, topics, dates of service, type of service, topics and number of officers.
2. Complete officer survey of usefulness of all services and suggestions for future officer wellness services. Report outcomes in final report.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

DRAFT

- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a “non-employee covered worker” and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor’s proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board’s determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

Total Allocation	Mental Health Support	\$18,000

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Automated Traffic Safety Cameras Ordinance

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: The budget for this project is \$25,000 in 2025. A budget amendment will be necessary to execute elements of this project should the ordinance pass.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Pass Ordinance 1200, adding chapter 7.06 to the Lake Stevens Municipal Code regarding automated traffic safety cameras.

SUMMARY/BACKGROUND:

Next Steps

1. Take public comment on the ordinance
- 2. Consider the ordinance for adoption, modification or rejection (current step).**
3. Upon adoption, state law requires the City to conduct a thorough analysis of potential camera locations. This evaluation must address factors such as equity, livability, accessibility, economic impact, education, and environmental health. The findings will be presented to the Council to support informed decision-making regarding site selection and enforcement parameters.

Background

In 2024, the Washington State Legislature adopted new laws expanding and clarifying the authority of municipalities to use traffic safety cameras to enforce traffic violations.

These cameras may now be deployed to detect stoplight violations, railroad crossing violations, and speed violations in the following designated areas:

- School Zones
- School Walk Zones
- Park Zones
- Hospital Speed Zones
- Roadway Work Zones
- Other high-risk areas identified by the legislative authority, where crash rates exceed one per 10,000 residents due to excessive vehicle speeds

Traffic safety cameras act as a force multiplier for enforcement, especially in school and park zones. Research from the Washington Traffic Safety Commission indicates that these cameras reduce both the frequency of speeding and the median vehicle speed. Speed has a critical impact on pedestrian survival: at 20 mph, 9 out of 10 pedestrians survive a collision, while at 40 mph, the fatality rate increases dramatically.

State law requires that any revenue generated from this program be dedicated to roadway safety improvements, program administration, and operational support.

This topic has been or will be discussed with the City Council at the following meetings:

- September 13, 2024 - City Council Retreat
- March 25, 2025 - Introduction of the Ordinance
- April 24, 2025 - City Council Retreat
- May 20, 2025 - Ordinance Next Steps
- July 1, 2025 - Public Hearing
- July 15, 2025 - Continuation of the Public Hearing, Consider for Adoption

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 20250708_TrafficCameras_Ordinance1200

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

ORDINANCE NO. 1200

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON,
ADDING CHAPTER 7.06 OF THE LAKE STEVENS MUNICIPAL CODE,
RELATED TO AUTOMATED TRAFFIC SAFETY CAMERAS, PROVIDING
FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake Stevens is a non-charter optional municipal code city as provided in Title [35A](#) RCW, incorporated under the laws of the state of Washington, and has the authority to regulate the use of City streets pursuant to RCW [35A.11.020](#); and

WHEREAS, the City has an interest in maintaining the safety and welfare of its citizens and ensuring City streets are monitored in a safe manner for their intended use; and

WHEREAS, traffic safety cameras have been proven to significantly reduce the number of speeding vehicles and collisions on roadways where they are located; and

WHEREAS, tragic accidents involving children and vehicles are often the result of speeding near schools and parks; and

WHEREAS, tragic accidents involving roadway workers and vehicles are often the result of speeding in roadway work zones; and

WHEREAS, the Washington State Legislature has adopted Chapter [46.63](#) RCW which authorizes local jurisdictions to use automated traffic safety cameras at arterial intersections and school zones, subject to the limitations set forth therein; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. NEW CHAPTER. Chapter 7.06 LSMC, Automated traffic safety cameras - Detection of violations - Restrictions, is added as follows:

**CHAPTER 7.06
AUTOMATED TRAFFIC SAFETY CAMERAS**

Sections:

7.06.010	Definitions
7.06.020	Automated Traffic Safety Cameras – Detection of Violations - Restrictions
7.06.030	Notice of Infraction
7.06.040	Prima Facia Presumption
7.06.050	Infractions Processed
7.06.060	Fine
7.06.070	Non-Exclusive Enforcement

7.06.010 Definitions

The definitions in this section apply throughout this section and each section of this chapter.

(1) "Automated traffic safety camera" means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system, a railroad grade crossing control system, or a speed measuring device, and a camera synchronized to automatically record one or more sequenced photographs, microphotographs, or electronic images of the front or rear of a motor vehicle at the time the vehicle fails to stop when facing a steady red traffic control signal or an activated railroad grade crossing control signal, or exceeds a speed limit as detected by a speed measuring device. "Automated traffic safety camera" also includes a device used to detect stopping at intersection or crosswalk violations; stopping when traffic obstructed violations; public transportation only lane violations; stopping or traveling in restricted lane violations; and public transportation bus stop zone violations detected by a public transportation vehicle-mounted system.

(2) "Hospital speed zone" means the marked area within hospital property and extending 300 feet from the border of the hospital property (a) consistent with hospital use; and (b) where signs are posted to indicate the location is within a hospital speed zone, where "hospital" has the same meaning as in RCW [70.41.020](#).

(3) "Public park speed zone" means the marked area within public park property and extending 300 feet from the border of the public park property (a) consistent with active park use; and (b) where signs are posted to indicate the location is within a public park speed zone.

(4) "Public transportation vehicle" means any motor vehicle, streetcar, train, trolley vehicle, ferry boat, or any other device, vessel, or vehicle that is owned or operated by a transit authority or an entity providing service on behalf of a transit authority that is used for the purpose of carrying passengers and that operates on established routes. "Transit authority" has the same meaning as provided in RCW [9.91.025](#).

(5) "Roadway work zone" means an area of any city roadway, including state highways that are also classified as city streets under chapter [47.24](#) RCW, or county road as defined in RCW [46.04.150](#), with construction, maintenance, or utility work with a duration of 30 calendar days or more. A roadway work zone is identified by the placement of temporary traffic control devices that may include signs, channelizing devices, barriers, pavement markings, and/or work vehicles with warning lights. A roadway work zone extends from the first warning sign or high intensity rotating, flashing, oscillating, or strobe lights on a vehicle to the end road work sign or the last temporary traffic control device or vehicle.

(6) "School speed zone" has the same meaning as described in RCW [46.61.440](#) (1) and (2).

(7) "School walk zone" means a roadway identified under RCW [28A.160.160](#) or roadways within a one-mile radius of a school that students use to travel to school by foot, bicycle, or other means of active transportation.

7.06.010 Automated traffic safety cameras - Detection of Violations - Restrictions

- A. City law enforcement officers and persons commissioned by the Lake Stevens Police Chief are authorized to use automated traffic cameras and related automated systems to detect and record the image of:
 - (1) School speed zone violations;
 - (2) Speed zone violations on any roadway identified in a school walk zone;

- (3) Public park speed zone violations,
- (4) Roadway work speed zone violations when workers are present;
- (5) Hospital speed zones violations;
- (6) Violations of traffic ordinances on state highways that are also classified as a city street under chapter [47.24](#) RCW;
- (7) Speed violations in locations the city council has deemed high crash risk due to excessive vehicle speeds under RCW [46.63.250](#)(3) restricting camera usage to one camera per 10,000 population; and
- (8) Stoplight violations, subject to RCW [46.63.220](#).

- B. The City shall prepare an analysis of the locations within Lake Stevens where automated traffic safety cameras are proposed to be located before adding traffic safety cameras to a new location or relocating any existing camera to a new location within the jurisdiction. The analysis must include equity considerations including the impact of camera placement on livability, accessibility, economics, education, and environmental health when identifying where to locate an automated traffic safety camera. The analysis must also show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures.
- C. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. Pictures taken by automated traffic safety cameras may not reveal the face of the driver or of the passengers in the vehicle. The installation of automated traffic safety cameras in a manner that minimizes the impact of camera flash on drivers must be considered by the City.
- D. The City shall clearly mark all locations where automated traffic safety cameras are in use by placing signs at least 30 days prior to activation of the camera in locations that clearly indicate to the driver that: (a) The driver is entering an area where automated traffic safety cameras are authorized; or (b) they are entering a zone where traffic laws are enforced by an automated traffic safety camera. The signs must be visible to a driver approaching an automated traffic safety camera. Signs must follow the specifications and guidelines under the manual of uniform traffic control devices for streets and highways as adopted by the department of transportation under Chapter [47.36](#) RCW.
- E. The City shall post an annual report on the city's website of the number of traffic crashes that occurred at each location where an automated traffic safety camera is located, as well as the number of notices of infraction issued for each camera. Beginning January 1, 2026, the annual report must include the percentage of revenues received from fines issued from automated traffic safety camera infractions that were used to pay for the costs of the automated traffic safety camera program and must describe the uses of revenues that exceeded the costs of operation and administration of the automated traffic safety camera program by the City.

- F. The compensation paid to the manufacturer or vendor of the equipment used must be based only upon the value of the equipment and services provided or rendered in support of the system and may not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment. If the contract between the City and manufacturer or vendor of the equipment does not provide for performance or quality control measures regarding camera images, the City must perform a performance audit of the manufacturer or vendor of the equipment every three (3) years to review and ensure that images produced from automated traffic safety cameras are sufficient for evidentiary purposes as described in section 7.06.020 of this chapter.
- G. Revenue generated by an automated traffic safety camera program may only be used for:
1. Traffic safety activities related to construction and preservation projects and maintenance and operations purposes including, but not limited to, projects designed to implement the complete streets approach as defined in RCW [47.04.010](#), changes in physical infrastructure to reduce speeds through road design, and changes to improve safety for active transportation users, including improvements to access and safety for road users with mobility, sight, or other disabilities.
 2. The cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions.
 3. If used for the purposes described in G.1. of this subsection the use of revenue must include the use of revenue in census tracts of the City that have household incomes in the lowest quartile determined by the most currently available census data and areas that experience rates of injury crashes that are above average or the City. Funding contributed from the traffic safety program revenue must be, at a minimum proportionate to the share of the population of the City who are residents of these low-income communities and communities experiencing high injury crash rates. This share must be directed to investments that provide direct and meaningful traffic safety benefits to these communities. Revenue used to administer, install, operate, and maintain automate traffic safety cameras, including the cost of processing infractions, are excluded from determination of the proportionate share of revenues under this subsection.
 4. Beginning four (4) years after an automated traffic safety camera authorized under this section is initially placed and in use, twenty-five percent (25%) of the noninterest money received for infractions issued by such cameras in excess of the cost to administer, install, operate, and maintain the cameras, including the cost of processing infractions, must be deposited into the Cooper Jones active transportation safety account created in RCW [46.68.480](#).
- H. The restrictions on the use of automated traffic safety cameras for enforcement of traffic violations set forth in this section and any other automated traffic safety camera policies adopted by the City shall be posted

on the City's website.

7.06.020 Notice of Infraction.

- A. Whenever any vehicle is photographed by an automated traffic safety camera, a notice of infraction shall be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address. A person receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice by mail.
- B. If the registered owner of the vehicle is a rental car business, the law enforcement agency shall, before a notice of infraction is issued, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the agency by return mail: (1) a statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or (2) a statement under oath that the business is unable to determine who was driving or renting the vehicle when the infraction occurred; or (3) in lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty. The timely mailing of this statement to the agency shall relieve the rental car business of any liability under this chapter for the infraction.
- C. The law enforcement officer issuing a notice of infraction shall include with it a certificate or facsimile thereof, based upon the inspection of photographs, microphotographs or electronic images produced by an automated traffic safety camera, citing the infraction and stating the facts supporting the notice of infraction. This certificate or facsimile shall be prima facie evidence of the facts contained in it and shall be admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction.
- D. The registered owner of a vehicle is responsible for an infraction detected through the use of an automated traffic safety camera unless the registered owner overcomes the presumption set forth in LSMC 7.06.030, or, in the case of a rental car business, satisfies the conditions under LSMC 7.06.030(B). If appropriate, a renter identified under LSMC 7.06.030(B) is responsible for an infraction.
- E. All photographs, microphotographs or electronic images prepared under this chapter are for the exclusive use of law enforcement in the discharge of duties under this chapter and, as provided in [46.63.220](#)(11) RCW, they are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this chapter. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this chapter nor retained longer than necessary to enforce this chapter.

7.06.030 Prima facie presumption.

- A. In a traffic infraction case involving an infraction detected through the use of an automated traffic safety camera under this chapter, proof that the particular vehicle described in the notice of traffic infraction was involved in the stoplight violation or school speed zone violation, together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.
- B. This presumption may be overcome only if the registered owner, under oath, states in a written statement to the court or in testimony before the court that the vehicle involved was, at the time, stolen or in the care, custody or control of some person other than the registered owner.

7.06.50 Fine.

- A. The fine for an infraction detected under the authority of this chapter shall be a base monetary penalty of \$145.00;
- B. Provided that the fine for an infraction detected under the authority of this chapter for school speed zone cameras shall be as follows:
 - 1. A base monetary penalty of \$145.00 for the first offense; and
 - 2. A base monetary penalty of \$290 for repeat offenses; and
 - 3. A base monetary penalty of \$290 for any offense in excess of 11 miles per hour over the posted school zone speed limit.
- C. The base monetary fine for all infractions shall automatically be adjusted for inflation every five (5) years, beginning January 1, 2030, based on the changes in the consumer price index as calculated by the State Office of Financial Management for that time period.
- D. Except as provided in this subsection, registered owners of vehicles who receive notices of infraction for automated traffic safety camera-enforced infractions and are recipients of public assistance under Title [74](#) RCW or participants in the Washington women, infants, and children program, and who request reduced penalties for infractions detected through the use of automated traffic safety camera violations, must be granted reduced penalty amounts of fifty percent (50%) of what would otherwise be assessed for a first automated traffic safety camera violation and for subsequent automated traffic safety camera violations issued within 21 days of issuance of the first automated traffic safety camera violation. Eligibility for Medicaid under [74.09.510](#) RCW is not a qualifying criterion under this subsection. Registered owners of vehicles who receive notices of infraction must be provided with information on their eligibility and the opportunity to apply for a reduction in penalty amounts through the mail, through electronic mail or other accepted means.

10.06.060 . Nonexclusive enforcement.

Nothing in this chapter prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under [46.63.030](#) RCW.

Section 2. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

Section 5. COUNCIL AUTHORIZATION. The City Council shall authorize the placement and plan of operation for all automated traffic cameras and related safety equipment including, but not limited to, traffic speed violations; the duration of its operation and the means for determining the effectiveness toward the goal of improved traffic safety within the City.

APPROVED BY A MAJORITY of the Lake Stevens City Council this ____ day
of _____, 2025.

Brett Gailey, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Date of Publication: _____

Effective Date: *This ordinance shall take effect* _____, *2025 or 5 days after its enactment,*
whichever date is last to occur.

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Cavalero Park Acquisition

Contact Person/Department: Sarah Garceau, Community Development

Budget Impact: \$121,357 = 0.5 FTE Maintenance Worker (~\$38,857), \$62,500 for Operating and Materials (annually), and \$20,000 in Equipment. Capital Needs TBD.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the Mayor to accept Cavalero Park as a donation from Snohomish County.

SUMMARY/BACKGROUND:

Cavalero Park is a Snohomish County-owned park located in the southwest section of Lake Stevens and provides a dog park, skate park and other recreation opportunities for the community. Staff presented a plan to acquire the property at the City Council retreat on April 24, 2025. The City Council gave authorization to proceed with coordinating the transfer at their May 20, 2025, special meeting. Staff has coordinated the transfer of the property through a donation agreement drafted by Snohomish County staff. Along with the agreement, staff will provide a site plan demonstrating the easements that currently exist on the property pursuant to the title report and a statutory warranty deed. The city attorney has reviewed and approved the agreement. The Parks and Recreation Planning Board unanimously approved a recommendation for acquisition at their May 12, 2025, meeting.

If approved today, the next step is to have Snohomish County Council approve it at their August meeting. If approved, the park would transfer ownership shortly after and would be accepted into the city's park system.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2025.07.07 Cavalero Hill Park Donation Agreement
2. City of Lake Stevens Cavlero Park Easement Survey Color Map 7-15-25



Department of Conservation and Natural Resources
Parks & Recreation Division

DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2025 (the “Effective Date”), by and between Snohomish County, a political subdivision of the State of Washington (“Donor”), and the City of Lake Stevens, a Washington municipal corporation (“Donee” or “City”).

1. Real Property. Donor is the owner of certain real property located in Snohomish County, Washington, consisting of approximately 50 acres of undeveloped land known as Cavalero Hill Park and more particularly described on Exhibit A to this Agreement (the “Property”) and known as Snohomish County Tax Account No.(s) **29052600101100, 29052600101200, 29052600101300, 29052600101400, 29052600101500, 29052600101600 and 29052600104200.** Donor hereby agrees to donate, give, transfer and convey to the City, and the City agrees to accept from Donor, the Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

2. Consideration. The Donor agrees to donate the property to the City for use as a park. The City agrees to take title to the Property and assume all responsibilities and obligations associated therewith.

3. Title.

3.1 Conveyance. At closing, Donor shall convey the Property to the City by a duly executed and acknowledged statutory warranty deed in substantially the form attached to this Agreement as Exhibit B (the “Deed”), free and clear of all defects and encumbrances other than non-delinquent taxes and any exceptions to title approved by the City pursuant to Section 3.2 below. Monetary encumbrances not assumed by the City shall be removed by the Donor at or before closing.

3.2 Preliminary Commitment; Condition of Title. The Donor has received a preliminary commitment (the “Preliminary Commitment”) for title insurance for the Property from Stewart Title Company, Commitment No. 2354137 dated May 22, 2024. The City hereby approves the following Special Exceptions shown on the Preliminary

Commitment, which may remain on title at closing: **Schedule B Part II: Exceptions 1 through 26, inclusive.** All other Special Exceptions must be removed at or before closing.

3.3 Title Insurance. At closing, Donor shall cause the Title Company to issue to the City, at the City's expense, a standard coverage owner's ALTA policy of title insurance (the "Title Policy"), dated as of the closing date, insuring the City's fee simple title to the Property, subject only to the standard form of General Exclusions and Exceptions and the Special Exceptions approved by the City pursuant to Section 3.2 above.

4. Donee's Due Diligence. This Agreement is subject to the City's approval, in the City's sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by the City or the City's agents. The City shall have thirty (30) days from the Effective Date (the "Due Diligence Period") to give notice terminating this Agreement under this condition. Upon receipt of such notice, this Agreement shall terminate and be of no further force or effect. During the Due Diligence Period, the City and the City's agents may enter the Property at reasonable times to perform such studies and surveys as the City deems necessary, provided, however, that the City will not perform any excavation or coring on the Property without Donor's prior consent, which consent shall not be unreasonably withheld.

5. Donor's Representations and Warranties. Donor represents and warrants to the City as of the Effective Date, and again as of the date of closing, as follows:

- (a) To the best of Donor's knowledge, there is no action, suit, proceeding or investigation pending or threatened which could become a cloud on the title to the Property or any portion thereof.
- (b) To the best of Donor's knowledge, neither the whole nor any portion of the Property is subject to temporary requisition or use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is any such proceeding contemplated.

In the event any of the representations contained in this Section 5 become untrue prior to or as of the date of closing as a result of information received by Donor or occurrences subsequent to the date hereof, Donor shall promptly notify the City and, within ten (10) days after receiving such notice, the City may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement by giving written notice of same to Donor.

The representations and warranties contained in this Section 5 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

6. Donor's Covenants. Donor covenants to the City as follows:

- (a) Upon closing, the Property will not be subject to any leases, tenancies, claims, or rights of persons in actual or constructive possession.
- (b) Donor shall indemnify and hold the City harmless from all claims for commissions or fees by any broker.

The covenants contained in this Section 6 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

7. The City's Covenants. The City of Lake Stevens covenants as follows:

- (a) Use of the property is limited to public purposes, which shall include recreational access and comply with the restrictions of the funding sources used to purchase and/or improve the property.
- (b) The property will not be sold for private use or purposes.

8. The City's Authority. The City's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Lake Stevens City Council and the execution of this Agreement by the Lake Stevens City Mayor or designee. The City represents and warrants to Donor that, at the date the City executes this Agreement and at the date of closing, the City, and any person signing on behalf of the City, has full power and authority to execute this Agreement and to perform the City's obligations hereunder.

9. Closing.

9.1 Closing. As used in this Agreement, "closing" or "date of closing" means the date on which all appropriate documents are recorded.

9.2 Escrow Agent. The transaction contemplated by this Agreement shall be closed through the escrow department of the Stewart Title Company (the "Escrow Agent") by Chillie Ambrose, LPO/Closer.

9.3 Closing Date. The date of closing will be determined by mutual agreement of the parties, but shall in no event occur later than _____, 2025 (the "Outside Closing Date"), unless an extension is mutually agreed to in writing by the parties.

9.4 Closing Documents and Funds. On or before the date of closing, the City and Donor shall each deposit with the Escrow Agent all instruments, documents, and monies necessary to complete the transaction contemplated by this Agreement.

9.5 Closing Costs; Prorations. Donee/City will pay the following closing costs: (i) the premium for the Title Policy; (ii) the cost of recording the Deed; and (iii) the Escrow Agent's escrow fee. Donor will pay the real estate excise taxes due on the sale, if any. Property taxes, if any, shall be prorated at closing. Water and other utilities shall be prorated as of closing. All other costs of closing, if any, shall be borne by Donor and City in a manner consistent with local practice for the county in which the Property is located.

9.6 Possession. Donor shall deliver possession of the Property to the City upon closing.

10. Default and Remedies. If Donor is unable to, or does not, perform Donor's covenants and obligations under this Agreement, if title is not insurable at closing as provided in Section 3.3, or if Donor's representations and warranties under Section 5 are not all true and accurate, Donor shall be in default of this Agreement. In the event of Donor's default, the City shall be entitled to terminate this Agreement by written notice to Donor and Escrow Agent.

11. Notices. All notices, waivers, elections, approvals, and demands required or permitted to be given under this Agreement must be in writing and personally delivered or sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Donor:
Property Officer
Snohomish County Department of Facilities and Fleet
3000 Rockefeller Avenue, M/S 404
Everett, WA 98201
Ph. 425.388.3400
Email. SFMPRO@co.snohomish.wa.us

If to Donee or City:
Sarah Garceau
City of Lake Stevens
2306 131st Avenue NE
Lake Stevens, WA 98258
Ph. 425.622.9450
Email. sgarceau@lakestevenswa.gov

If to Escrow Agent:
Chillie Ambrose
Stewart Title Company
2820 Oakes Avenue, Suite A
Everett, WA 98201
Ph. 425.317.7307
Email. Chillie.ambrose@stewart.com

12. General. This Agreement shall be governed by the law of the State of Washington. This is the entire agreement of the City and Donor with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by the City and Donor. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, the City and Donor and their heirs, personal representatives, successors, and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

13. Exhibits. The following documents are attached to this Agreement as Exhibits and are incorporated herein by this reference:

EXHIBIT A – Legal Description of Property
EXHIBIT B – Form of Statutory Warranty Deed

14. Time of the Essence; Computation. Time is of the essence of each and every provision of this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday.

15. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

DONOR:

Snohomish County, a political
subdivision of the State of Washington

By: _____

Carl Jorgensen

Its: Property Officer

DONEE:

City of Lake Stevens, a Washington
municipal corporation

By : _____

Brett Gailey

Mayor

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

EXHIBIT A

Legal Description of Property

PARCEL A: TAX ACCOUNT NO.: 29052600101300

The East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet;

AND EXCEPT the East 20 feet thereof.

PARCEL B: TAX ACCOUNT NO.: 29052600101100

West half of Southeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

PARCEL C: TAX ACCOUNT NO.: 29052600101600

The East half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the East 150 feet of the North half thereof; ALSO

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL D: TAX ACCOUNT NO.: 29052600101400

The West half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT that portion thereof condemned by the State of Washington by Decree of Appropriation entered under Snohomish County Superior Court Cause No. 102688.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

EXHIBIT B

Return Address:

Snohomish County
Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
ATTN: Carl Jorgensen

Document Title(s) (or transactions contained therein):

1. Statutory Warranty Deed

Reference Number(s) of Related Documents: N/A**Grantor(s)** (Last name first, then first name and initials):

Snohomish County, a political subdivision of the State of Washington

Grantee(s) (Last name first, then first name and initials):

The City of Lake Stevens, a Washington municipal corporation

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PTN: NE1/4 Sec 26, Twensp 29 N, Rge 5 E, W.M.

Assessor's Property Tax Parcel/Account Number

**29052600101100, 29052600101200, 29052600101300, 29052600101400,
29052600101500, 29052600101600 and 29052600104200**

STATUTORY WARRANTY DEED

The Grantor, Snohomish County, a political subdivision of the State of Washington, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, conveys and warrants to the City of Lake Stevens, a Washington municipal corporation (“Grantee”), that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the “Property”), subject to the matters identified on Schedule 2 attached hereto.

DATED: _____, 2025.

Snohomish County, a political subdivision of
the State of Washington

Name: Carl Jorgensen, Property Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Carl Jorgensen is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Property Officer of _____

Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
Notary Public
My appointment expires _____

STATE OF WASHINGTON)
)
COUNTY OF _____)

SS.

On this _____ day of _____, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____, to me known to be the individual(s) described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

THE REST OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

Accepted by:
City of Lake Stevens, a Washington municipal corporation

Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

Dated: _____

(Signature)
Notary Public
My appointment expires _____

**Schedule 1
to Statutory Warranty Deed**

Legal Description of Property

PARCEL A: TAX ACCOUNT NO.: 29052600101300

The East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet;

AND EXCEPT the East 20 feet thereof.

PARCEL B: TAX ACCOUNT NO.: 29052600101100

West half of Southeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

PARCEL C: TAX ACCOUNT NO.: 29052600101600

The East half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the East 150 feet of the North half thereof;

ALSO EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL D: TAX ACCOUNT NO.: 29052600101400

The West half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT that portion thereof condemned by the State of Washington by Decree of Appropriation entered under Snohomish County Superior Court Cause No. 102688.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

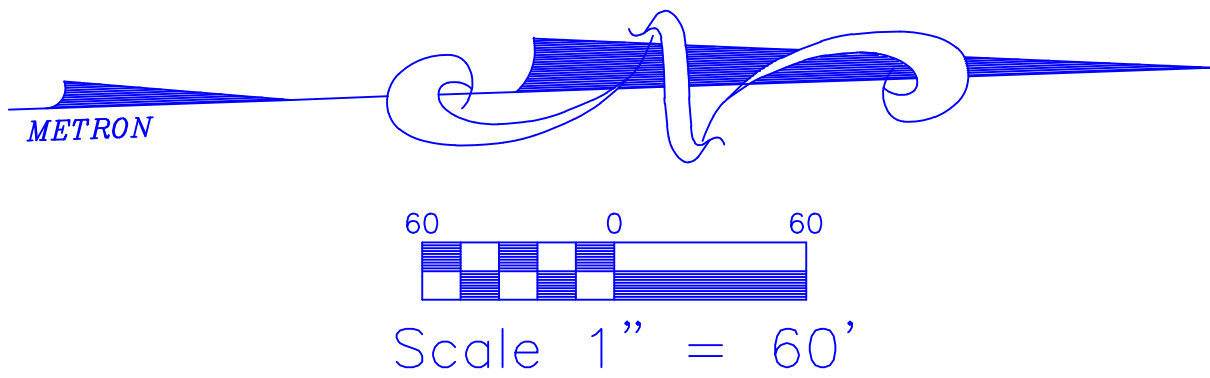
EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

Schedule 2 Special Exceptions

1. Easement as more fully set forth in the document recorded as Instrument No. 458190.
2. Easement as more fully set forth in the Snohomish County Superior Court Cause No. 27964.
3. Easement and the terms and conditions thereof recorded under Instrument No. [784767](#). As to a ptn Parcel A
4. Easement and the terms and conditions thereof recorded under Instrument No. [2251400](#). As to ptn Parcel D
5. Easement and the terms and conditions thereof recorded under Instrument No. [2342736](#). As to ptn Parcels C, G & F
6. Easement and the terms and conditions thereof recorded under Instrument No. [2342737](#). As to ptn Parcel A
7. Restrictions, Conditions, Dedications, Notes, Easements and Provisions contained and/or delineated on the face of the Short Plat recorded under Auditor's File No. [7610080283](#)
8. Record of Survey and the terms and conditions thereof recorded under Instrument No. [7901310174](#).
9. Easement as more fully set forth in the instrument recorded July 8, 1987, as Document No. [8707080128](#). As to ptn Parcels C & D
10. Affidavit of Boundary Line Adjustment and the terms and conditions thereof recorded under Instrument No. [8707100118](#).
11. Option for Easement, and the terms and conditions thereof as more fully set forth in the instrument recorded July 14, 1987, as Document No. [8707140628](#).
As to Parcel G
12. Easement and the terms and conditions thereof recorded under Instrument No. [9108060036](#). As to Parcel G
13. Easement and the terms and conditions thereof recorded under Instrument No. [9108060040](#). As to Parcel F
14. Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. [9108060041](#). As to ptn Parcel A
15. Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. [9108060042](#). As to ptn Parcel A
16. Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. [9108060075](#). As to ptn Parcel E

17. Easement as more fully set forth in the instrument recorded February 17, 1994, as Document No. [9407080128](#). As to Parcels F & G
18. Easement granted as more fully set forth in the instrument recorded February 17, 1994, as Document No. [9407140628](#).
19. Easement granted to Everett as more fully set forth in the instrument recorded February 17, 1994, as Document No. [9408060036](#).
20. Easement granted to Everett as more fully set forth in the instrument recorded February 17, 1994, as Document No. [9408060046](#).
21. Ordinance No. 95-055 and the terms and conditions thereof recorded under Instrument No. [9602290317](#).
22. Record of Survey and any terms and conditions disclosed therein recorded under Instrument No. [200203015006](#).
23. Easement and the terms and conditions thereof recorded under Instrument No. [200103160634](#).
24. Declaration of Easement for Access and Utilities as more fully set forth in the instrument recorded August 26, 2002, as Document No. [200208261194](#).
25. Special Use and Temporary Construction Permit as more fully set forth in the instrument recorded August 23, 2006, as Document No. [200608230298](#) and amended under Document No. [200610190566](#).
26. Easement Transfer and Bill of Sale, and the terms and provisions thereof, as more fully set forth in the instrument recorded April 16, 2010, as Document No. [201004160098](#) and August 27, 2019 as Document No. [201908270593](#).



METRON
and ASSOCIATES INC.
LAND SURVEYS, MAPS, AND LAND USE PLANNING

307 N. OLYMPIC AVENUE, SUITE 205
ARLINGTON, WASHINGTON 98223
(360) 435-3777 FAX (360) 435-4822
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PROJECT: CITY OF LAKE STEVENS
CAVALERO PARK IMPROVEMENTS

THE NW 1/4 OF THE NE 1/4
SECTION 26, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF LAKE STEVENS
SNOHOMISH COUNTY, WASHINGTON

SHEET NAME:		EASEMENT SURVEY			
ADDRESS: 7620, & 7622, & 7708 20TH STREET SE, & 2032 79TH AVENUE SE, LAKE STEVENS, WA 98258 STEWART TITLE GUARANTY COMPANY POLICY NO.: 07-01-2021 DATED MAY 22, 2024					
DRAWN BY: V.S.W.	APPROVED BY: T.E.B. DATE:			PROJECT NO. 25054	
DATE: JULY 2025	SCALE: 1" = 60'			SHEET: 2 OF 2	
FIELD BOOK: --	DWG FILE: 25054.DWG				

REV. 00 VSW 7-2-25

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Memorandum of Understanding with Arts and Parks Foundation

Contact Person/Department: Russ Wright, Community Development

Budget Impact: \$20,000 from the Public Arts Fund

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the Memorandum of Understanding with the Arts and Parks Foundation allowing the city to participate in the funding of an art mural located on the wall near SR-9 and Market Place.

SUMMARY/BACKGROUND:

The city maintains funds for public art projects. City staff have been coordinating with Fairview Pointe Homeowners Association, Mallegro Properties, LLC and the Arts and Parks Foundation (Foundation) to have a mural painted on a retaining wall at 9210 Market Place off SR-9. The mural would support the city's beautification plan to integrate public art around the community. As a first step, the city has received an easement from Mallegro Properties to allow the mural on its retaining wall next to the sidewalk and roadway. The mural will add colorful and eye-catching artwork at a highly visible intersection, creating a sense of community. The next step was drafting a Memorandum of Understanding (MOU) (Attachment 1) with the Foundation, based on its Scope of Work presented to the city (Attachment 2). The city's participation would be to contribute up to \$20,000 from the public arts fund towards the mural project, including labor, materials and supplies upon receipt of invoices from the Foundation. As staff are available, the city may also provide unkind support to pressure wash the site before painting. The Foundation would be responsible for soliciting proposals, evaluating the proposal in with the city and the HOA, coordinating volunteers and submitting invoices and receipts to the city. At the completion of the project, the city will own the artwork and use it for marketing, etc.

APPLICABLE CITY POLICIES:

Comprehensive Plan

Economic Development GOAL 6.6: Participate in and Foster Public and Private Partnerships, and

Policy 6.6.3 Encourage public and private partnerships to sponsor and promote public improvement programs, community events, and support implementation of the Beautification Plan.

ATTACHMENTS:

1. Att. 2 LSAPF Market Street Mural - memo to city
2. Mural MOU_6-30-2025

Attachment 2



Memo

Re: Arts and Parks Foundation proposal for work on Market Street Mural

To: Russ Wright

From: John Spencer, Market Street Mural committee member

The Arts and Parks Foundation is pleased to be able to partner with the city to create an art mural on the concrete wall along Market Street. Below is a proposal of work the Foundation will perform to complete artwork for the Market Street wall, described hereafter as the Market Street Mural, (MSM). We are very excited about this and look forward to working with the HOA and the City to bring together the funding, artist talent and effort to complete this project.

Selection of an Artist and artwork for MSM.

1. The Foundation will create a solicitation for local and regional artists to submit proposals, including sketches or examples for MSM.
2. The solicitation will include criteria to assure publicly acceptable images.
3. The solicitation will request theme statements to accompany the proposed artwork.
4. Proposals must include a price, artist's experience, examples and the artist's terms for completing the work.
5. The Foundation will coordinate meetings with the city and the Fairview Pointe Homeowners Association to review proposals and select an artist for the MSM
 - a. At least one meeting to review the solicitation for proposals and one to review and select an artist proposal.
 - b. Depending on initial screening and result of the comments received, the Foundation will schedule additional meetings as needed with the City and the HOA to reach a proposal selection.

Solicitation requirements for proposals.

1. Provide background and experience and examples of similar previous work.
2. Provide description/theme of artwork proposed
3. Provide sketch or example of proposed artwork
4. Provide price and any contingencies or other terms regarding delays, interruptions, and access to complete the artwork.
5. Define conditions necessary to install the artwork, such as sidewalk closure, cleaning or buffing of concrete wall.

6. Provide the timeframe for the installation of the artwork, start date and finish date, assuming no unanticipated interruptions
7. Describe the paint or other material to be used for the MSM and describe its durability or other features.
8. Arts and Parks Foundation volunteers will apply anti-graffiti protection to be supplied by the City.

Funding

1. The Foundation will use funding provided by the city to complete this work. In the event that no proposal meets the acceptance of the Foundation and City, within the established budget, the Foundation will work with the city and charitable contributions to raise sufficient funds to complete the artwork.
2. Once an artist has been contracted, the Foundation will track all expenditure and progress on installing the artwork.
3. The foundation will submit invoices to the city for payment of work completed along with substantiating invoices and receipts.
4. The foundation will maintain a record of all expenditures; work completed and payments.

MEMORANDUM OF UNDERSTANDING
Between the City of Lake Stevens and Lake Stevens Arts and Parks Foundation

This MEMORANDUM OF UNDERSTANDING ("MOU") is made by and among the City of Lake Stevens, a Washington municipal corporation ("CITY") and the Lake Stevens Arts and Parks Foundation, a Washington nonprofit corporation ("FOUNDATION"). Together, the City and the Foundation are referred to as the "Parties" and individually as "Party."

RECITALS

1. The Foundation is a Washington nonprofit corporation whose purpose is to work with the community to create and fund improvements and art in Lake Stevens to enhance the quality of life for the residents.
2. The Foundation solicits and receives, gifts, grants, devises or bequests of real or personal property from public or private sources, in order to carry out its purpose.
3. The Foundation is an independent nonprofit organization under Section 501(c)(3) of the Internal Revenue Code which qualifies for the charitable contribution deduction under Section 170(b)(1)(A).
4. The City has executed an easement (AF No. XX) with Mallergrö Properties, LLC for the purpose of providing a public mural on the concrete wall; otherwise, known as the Market Street Mural (MSM) located at 9210 Market Place.
5. The City and the Foundation share an interest in supporting public art.
6. The City has determined the public interest would be best served by entering into a memorandum of understanding with the Foundation, authorizing the Foundation to retain and manage the artist to paint the MSM.

NOW, THEREFORE, the Parties have reached the following understanding:

1. MOU Purpose. The purpose of this MOU is to define the roles of the City and the Foundation in procuring the artist and funding the Main Street Mural (MSM).
2. Relationship of Parties.
 - A. The Foundation shall solicit local or regional artists to submit proposals, including sketches or examples for the mural wall based on defined criteria as agreed to by the City and Foundation.
 - B. The Foundation will coordinate meetings with the city and the Fairview Pointe Homeowners Association to review proposals and select an artist for the MSM.
 - C. The Foundation will work with volunteers to prepare the wall for the art space, including cleaning and applying an anti-graffiti coating. The City may provide in-kind staff support to pressure wash the wall before coating.

- D. The foundation will maintain a record of expenditures and submit invoices to the city for payment of work completed along with substantiating invoices and receipts. The City will pay invoices up to \$20,000 dollars from its Public Arts fund to complete this work including labor, material and supplies. If no proposal meets the established budget, the Foundation will work to raise sufficient funds to complete the artwork.
- E. Upon payment to the Artist by the City, the City shall become the owner of the Artwork produced by the Artist under the agreement between the City and Artist and shall have all rights to use, reuse, alter, remove, and destroy the same consistent with the City's ownership rights. The Artist shall retain the right to claim authorship of the Artwork and to prevent the use of the Artist's name on any Artwork or portion of Artwork that the Artist did not create, but the Artist otherwise fully and expressly waives any and all rights the Artist may have to the Artwork under the Visual Artists Rights Act of 1990, 17 U.S.C. § 106A, et seq., including any and all rights regarding the form or extent of any alteration of the Artwork (including without limitation, destruction or removal) or the making of any derivative works based on the Artwork, including without limitation, photographs, drawings, or other reproductions of the Artwork, in any medium, for any purpose.

3. Reporting. The Foundation shall make reports available to the public annually, as to all expenditures and fiscal accounting for donations for the MSM.

4. Term. This MOU shall remain effective until either Party, with at least 30 days advance written notice, declares its intention to terminate this MOU, in which case this MOU will terminate on the stated date, or the date the Artist's work is accepted as complete by the City, whichever date is earlier.

5. Legal Relations. This MOU is solely for the benefit of the Parties and creates no right, duty, privilege, or cause of action in any other person or entity. No joint venture or partnership is formed because of this MOU. No employees or agents of one Party or its contractors or subcontractors shall be deemed to be employees, agents, contractors or subcontractors of the other Party.

6. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same instrument.

WHEREFORE, THE PARTIES execute this MOU effective as of the last date written below.

MAYOR CITY OF LAKE STEVENS

LAKE STEVENS ARTS & PARKS
FOUNDATION

Brett Gailey, Mayor

Reshal Ploeger, President

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: City Buildings Update

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Projects costs. The projects may require a budget amendment or will be carried forward into the 2026 base budget.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

1. Approve the budget and scope for the Municipal Services Campus, as described in the staff report, not to exceed \$7 million without prior approval from the Council.
2. Approve the budget and scope for the Historical Museum and Retail Building, as described in the staff report, not to exceed \$7 million without prior approval from the Council.

SUMMARY/BACKGROUND:

The city has been preparing to build two major civic projects over the last few years: the new Municipal Services Campus (campus) and the Historical Museum and Retail Building (museum). Both projects are included in the city's capital facilities plans for design and construction in 2025–2026. Staff have provided status updates to the council as work on each project has progressed. We need to finalize the budgets and scopes of work for the renovation of the campus and the construction of the museum building to stay on schedule. These projects are funded partly by grants, bond debt, property sales, and other local funds. Both projects provide lease revenues from tenants, which offset bond debt, operations and maintenance costs.

Civic Campus

The Municipal Services Campus will provide functional and sustainable buildings for city services with room for growth, as the community's needs change for additional services in the future. The project involves site improvements and the renovation of three buildings. Building improvements include creating a flexible community meeting

space, city offices and workspaces for staff, along with upgrading mechanical and electrical systems. Exterior improvements will include minor building repairs, updates and painting. Site improvements include resealing and striping the parking lot, refreshing site landscaping, providing outdoor community spaces and adding walkways between buildings.

The consultant team has provided technical documentation and design alternatives for the buildings and overall renovation. The project architect provided a recent conservative cost evaluation that projected the total cost would be approximately \$8 million, including hard construction costs, markups, contingencies and taxes. Significant costs are associated with upgrading mechanical, electrical and plumbing systems to bring the buildings up to the current building code and safety standards in addition to unknown contingencies related to a remodel. City staff and administration have worked closely with the project design team to focus on crucial improvements and identify areas where costs can be reduced and phase elements of the project if needed. Our finance team has confirmed the city has \$7 million available to finance the project from existing funds without the need for new revenue.

The reduced proposal meets the identified program needs for a functional campus, including a new flexible council and community meeting space, a permit center and administrative buildings. The current package provides room to phase in future services such as a passport office and wellness center or to lease unused spaces until needed. Based on our analysis of the council's goal for the project and core functions, staff recommend the architect team complete the design and move to the permit phase. After permits, the city will advertise a bid package identifying base program elements with alternatives. The anticipated timeline for the project to be completed is summer to fall 2026.

Staff recommend that the City Council approve the budget and scope for the campus as described not to exceed \$7 million without prior approval from the Council.

Museum / Retail Building

As part of the Downtown Lake Stevens Subarea Plan, the city identified the need for a regional attraction and committed to rebuilding the museum. City leaders have coordinated with the Lake Stevens Historical Society to realize this goal. The city recognized the need to create additional retail opportunities to further activate the downtown core. This push for economic development resulted in expanding the original design to a three-story building. This project adds a modern and environmentally friendly building to hold city artifacts and offer space for retail use, enhancing the vitality of downtown Lake Stevens. With the available tenant spaces, the city will generate revenue from the project to be applied to bond debt, operation and maintenance costs.

The city's consulting architect has provided an updated cost evaluation for the project and estimates the total project cost will be approximately \$3.9 million, including hard

construction costs, markups, contingencies and taxes. The increase is reasonable with the increased building size, LEED requirements and an annual escalator. We will request a budget adjustment from the State Historical Society to hopefully offset some of the cost increases. Regardless, our finance team has confirmed the city has \$4 million available to complete the project with existing funds.

Staff recommend that the City Council approve the budget and scope for the museum as described not to exceed \$4 million without prior approval from the Council.

Staff have been working with our broker to pre-lease the retail spaces. The city has received a letter of interest to lease the third floor to a Snohomish County restaurant that would like to expand in Lake Stevens. We also have a strong interest from a Snohomish County coffee company interested in leasing the first floor. The pre-leasing of spaces helps guarantee that this space will be an important public/private partnership, which will continue to help our downtown thrive.

The anticipated timeline for the project to be completed is summer to fall 2026.

Recommendation

To ensure the successful completion of these vital projects, we urge the City Council to approve the proposed budgets and scopes of work. By doing so, we enhance important city infrastructure and services, while we continue to support economic growth and provide locations for cultural enrichment and community engagement. These projects provide a transformational opportunity to invest in the city's future and support a thriving community for generations to come.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Boat Launch Pass Types

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

SUMMARY/BACKGROUND:

The Lake Steven's Parks and Recreation Department operates two boat launches located at North Cove Park and Davies Beach. The pass types accepted at each location vary, which are listed below.

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

Davies Beach Pass Types: Lake Stevens Annual and Day passes, Disabled Veteran Pass, Snohomish County Annual Pass (to be discontinued).

Lake Stevens Passes – The city's Annual Pass is valid for 12-months from the time of purchase and costs \$75, with a \$15 discount for Lake Stevens Residents (\$60). There are two options for day use: \$10 for a full day or \$5 for three hours.

Disabled Veteran Lifetime Pass Card – This is issued by the State of Washington to Veterans who have a 30% or higher service-connected disability.

WDFW Vehicle Access Pass – According to the WDFW website, a Vehicle Access Pass is issued with fishing licenses. A Vehicle Access Pass is issued at no charge by WDFW with the purchase of any annual hunting, trapping, or fishing license, excluding an annual razor clam or shellfish/seaweed license. This pass is accepted at North Cove

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

Both the Snohomish County Annual Pass and the WA State Discover Pass were voted to be discontinued in the Council Meeting on October 15, 2024. At that meeting, the Council gave direction to discontinue the Discover Pass with a 2-month notice, due to it being intended for State Parks and the City receiving no revenue. In its place, Parks was asked to look into a credit for individuals who had a discover pass or a Lake Stevens's resident discount, keeping in mind staff time/costs and implementation. On November 12th, Park Fees were updated; which included a \$15 discount on the boat launch annual pass for Lake Steven's residents. (Parks fees updates were presented on October 8, revised and brought back on November 12.)

Snohomish County Annual Pass – This pass will be discontinued December 31, 2025. Per the agreement signed when the County transferred Davies Beach to the City, "The City shall honor County issued Annual Parking and Boat Launch Permits until both parties agree to discontinue." The City was unsuccessful in attempting negotiations to end the pass with 60-day or 6-month notice; the City and County agreed on a full fiscal year.

WA State Parks Discover Pass - This pass was discontinued on January 10, 2025 (after a 60-day notice was posted for the public at the boat launch and on the website.) The Discover Pass allows access to Washington state-managed recreation lands – including state parks, water-access points, heritage sites, wildlife and natural areas, trails and trail heads. These passes are sold by the State, are valid for 12 months, and are \$30.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 7/15/2025

Subject: Introduction to Proposed Development Agreement for KNA Property (LUA2025-0090)

Contact Person/Department: David Levitan, Community Development

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

1. Provide feedback on the draft terms of the development agreement.
2. Schedule a City Council public hearing for August 26, 2025.

SUMMARY/BACKGROUND:

On June 6, 2025, the city received an application (LUA2025-0090) for a development agreement (DA) that would transfer development rights from six parcels along 99th Ave SE near 16th PI SE totaling 9.1 acres (“KNA property”) to a 2.84-acre parcel at 1622 S Lake Steven Rd (“SLR property”), with both sites owned by the applicant. The development agreement (DA) would allow for the development of the KNA property with 65 detached single-family residences at a net density below the minimum 15 units/acre required in the Multifamily Residential (MFR) zoning district. The KNA property was rezoned from R8-12 to MFR as part of the 2024 Concurrent Rezones (Ordinance 1189) to the 2024-2044 Comprehensive Plan (Ordinance 1188) in order to help provide zoned capacity to meet the city’s 2044 housing growth targets for housing unit types potentially affordable at or below 80% of area median income (namely, apartments).

In exchange, the SLR property would be rezoned from R8-12 to MFR (contingent on approval of LUA2025-0089) and would be developed with a multifamily residential development with a minimum of 70 units, with the final unit count potentially higher if the project can demonstrate compliance with the Lake Stevens Municipal Code (LSMC)

and address and mitigate potential project and environmental impacts. The SLR property previously received preliminary plat (LUA2023-0196) and construction plan approval (LUA2023-0198) for a 28-unit townhouse development, which would be replaced by the MFR project.

Staff has evaluated the development concepts in the proposed DA and determined that it would not result in a net reduction to the city's zoned capacity or reduce its overall zoned capacity, and as such would comply with the city's Comprehensive Plan and the Growth Management Act (GMA). The DA (Attachment 1) outlines the development concepts and development/design/environmental review process for each property, including compliance with the State Environmental Policy Act (SEPA) and an evaluation of potential traffic impacts. Exhibits A and B to Attachment 1 include a legal description, vicinity map, and conceptual site plan for each property.

The purpose of this meeting is to provide the city council with an introduction to, and an opportunity to comment on, the proposed DA. Per LSMC [Table 14.16A-I](#) and [14.16C.055](#), a DA is reviewed through a Type VI legislative review process and is subject to City Council review and approval, following a public hearing. No Planning Commission public hearing is required.

If the City Council is comfortable with the development concepts outlined in the DA, staff will continue to work with the City Attorney and applicants to further refine the DA language in advance of a proposed August 26, 2025 public hearing. As mentioned above, future development of either site is contingent on the approval of the rezone application for the SLR property, which is a Type IV land use application with a public hearing and recommendation by the Hearing Examiner prior to a final decision by the City Council.

Under Chapters [36.70B.170](#) through [36.70B.210](#) of the Revised Code of Washington (RCW), DA's are designed to provide certainty to the city and the developer for major projects or phased proposals. Typical topics included in DA's include establishing development and design standards, permitted uses, impact fees, potential mitigation measures, phasing and vesting.

NEXT STEPS:

Staff has concluded that the DA is consistent with LSMC 14.16C.055 and RCW 36.70B.170-210 and is proposing to work with the City Attorney and applicant on revising and finalizing the development agreement (including any revisions proposed by Council during this meeting) before holding a City Council public hearing on August 26, 2025. Council has final approval authority for the DA.

APPLICABLE CITY POLICIES:

LSMC 14.16C.055 Development Agreements

ATTACHMENTS:

1. Attachment 1 - Development Agreement with Exhibits

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made by and between the City of Lake Stevens (“**City**”), a Washington municipal corporation, KNA Holdings, LLC, a Washington limited liability company (“**KNA**”), and South Lake Ridge, LLC, a Washington limited liability company (“**SLR**”) (each an “**Owner**” and collectively the “**Owners**”) and is effective upon the date of signature of all parties (“**Effective Date**”). The City and the Owners are collectively referred to as the “**Parties**” and each individually as a “**Party.**” All referenced Exhibits are hereby incorporated.

RECITALS

A. WHEREAS, the City is a non-charter Optional Municipal Code city incorporated under the laws of the State of Washington, and has authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and thereby control the use and development of real property and specify zoning and land use regulatory controls within the jurisdictional limits of the City; and

B. WHEREAS, the City has authority under RCW 36.70B.170 through 36.70B.210 and Lake Stevens Municipal Code (“**LSMC**”) 14.16C.055 to enter into a development agreement with a person or entity having ownership or control of real property in the City, wherein they agree to development standards, review processes and other provisions that shall apply and govern and vest the development, use and mitigation of the real property. This Agreement is also entered into under the City’s general contracting authority and the City’s State Environmental Policy Act (“**SEPA**”) mitigation agreement authority; and

C. WHEREAS, KNA is the owner of 9.1 acres of real property on the east side of 99th Ave SE near 16th Pl SE within the City known as Assessor Parcel Numbers 29061900300100, 29061900302400, 29061900302600, 29061900302500, 29061900300200, and 29061900301500, the legal description and vicinity map of which is attached hereto as Exhibit A (the “**KNA Property**”); and

D. WHEREAS, SLR is the owner of 2.84 acres of real property on the west side of S Lake Stevens Rd between 15th St SE and 18th St SE within the City known as Assessor Parcel Number 00479700000500, the legal description and vicinity map of which is attached hereto as Exhibit B (the “**SLR Property**”) (individually a “**Property**” or collectively with the KNA Property the “**Properties**”); and

E. WHEREAS, KNA and SLR are developing their respective Properties, with the SLR Property having preliminary plat (LUA2023-0196) and civil plan (LUA2023-0198) approval for 28 townhomes, and KNA desiring to develop 65 single-family residences (subject to City approval) on the KNA Property; and

F. WHEREAS, the KNA Property has a land use designation of High Density Residential and is currently zoned Multi Family Residential (MFR) and the SLR Property has a land use designation of High Density Residential and is zoned R8-12 under the Lake Stevens Comprehensive Plan (“**Comprehensive Plan**”); and

G. WHEREAS, the KNA Property's MFR zoning designation was established via Ordinance 1189 as part of the City's actions to comply with the Growth Management Act ("GMA"; Chapter 36.70A RCW) as amended by Washington State House Bill 1220 ("HB 1220"), which required the city to "plan for and accommodate" housing affordable at all income levels by providing adequate zoned capacity for a variety of housing types, including multifamily residential units such as apartments; and

H. WHEREAS, in order to comply with the minimum density requirements of LSMC Chapter 14.36 and for the City to remain compliant with its Comprehensive Plan, the Housing Element provisions of the GMA, HB 1220, and meet its adopted 2044 housing growth targets, KNA and SLR desire to complete a rezone to adjust (transfer) densities between the Properties, which would allow for the development of a 65-unit single-family residential project on the KNA property at a density below the minimum 15 units per acre established in LSMC Section 14.48.085(a)(3), in exchange for the development of a multifamily residential project with a minimum of 70 units on the SLR Property, contingent on City Council approval of a SLR Property rezone; and

I. WHEREAS, the Comprehensive Plan accounts for such rezones, including but not limited to, through LSMC 14.16C.090(g); and

J. WHEREAS, both Properties are located within the boundaries of the City's 20th St SE Corridor Subarea and are subject to the subarea's Planned Action Ordinance ("PAO") adopted via Ordinance 878; and

K. WHEREAS, Section 3.D(2) of the PAO includes specific development thresholds, including for residential units, which once exceeded will require projects within the subarea to undergo project level review under SEPA (Chapter 43.21 RCW), unless the PAO is amended; and

L. WHEREAS, by executing this Agreement, the Parties intend to set forth common goals, mutual understandings, and binding terms and conditions as they relate to the proposed rezone, the development review process, and the future development of the Properties, consistent with the Comprehensive Plan and LSMC.

AGREEMENT

PURSUANT TO Lake Stevens Municipal Code 14.16C.055 and RCW 36.70B.170 et seq., and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and the Owners hereby enter into this Development Agreement and agree to be bound by its terms, as follows.

1. Property Governed by This Agreement. The Property governed by this Agreement, exclusive of public rights-of-way existing as of the Effective Date, consists of the KNA Property and SLR Property, the parcel numbers and legal descriptions of which are set forth in Exhibit A and Exhibit B, which include aerial maps of each Property.

2. SLR Property Rezone Application. To give effect to this Agreement, the SLR Property will submit a rezone application for the Property pursuant to LSMC 14.16C.090 and as outlined in Section 4 of this Agreement. Such application shall request City Council approval of a

rezone of the SLR Property from R8-12 to MFR to allow for the development of multifamily residential units on the Property, following a public hearing and recommendation by the Lake Stevens Hearing Examiner.

3. Transfer of Development Rights to SLR. Pursuant to the rezone application above, and together with this Agreement, the KNA Property hereby transfers the balance of its development rights under the MFR designation to the SLR Property.

3.1 Calculation of Density Transfer

3.1.1 KNA Property

Existing: MFR *calculating density for MR zone property is calculated differently since no minimum lot size is required by the zone

Zoning District	Lot Size	Lot Width	Front Setback ³	Side Setback ¹⁰	Rear Setback	Maximum Impervious Area ⁷	Maximum Height
MFR	None	20 feet ⁵	Variable	10 feet between other districts or buildings on site	10 feet between other districts	80%	55 feet

Net Acres: 400,659sf – (123,177sf x 0.25) = 300,495.25 sf (6.89ac)

Minimum Density: 6.89ac x 15 units per acre = 103 units

Proposed Density: 65 SFR Units

Difference to be Transferred to SLR Property: 103– 65 = 38 units

3.1.2 SLR Property

Net Acres: 123,177sf – (123,177sf x 0.25) = 92,383 sf (2.12ac)

Existing Zoning: R8-12

Maximum Density: 92,383sf / 2,800sf (Attached Units) = 33 units

Proposed Zoning: Multi-Family Residential (MFR), contingent on approval of LUA2025-0089

Minimum Density: 2.12ac x 15 units per acre = 32 units

Transfer from SLR Property: 38 units

Minimum Density w/ Transfer: SLR Property Owner shall construct a minimum of 70 multifamily residential units

4. Required Land Use Applications. At a minimum, the following land use applications shall be required to develop each Property as outlined in this Agreement:

4.1 KNA Property: Preliminary Plat, Final Plat, Construction Plans, Design Review, SEPA (Either Planned Action or Project-Specific)

4.2 SLR Property: Minor Rezone, Site Plan Review, Design Review, Construction Plans, SEPA (Either Planned Action or Project-Specific)

5. Schedule and Timing.

- 5.1 The proposed rezone for the SLR Property shall be approved prior to approval of the proposed preliminary plat, construction plans, and design review applications for the KNA Property.
- 5.2 The site plan review and design review applications for a multifamily residential project on the SLR property with a minimum of 70 units shall be submitted and deemed complete concurrently with or no later than approval of any required KNA Property land use applications.

6. Vested Rights. Pursuant to RCW 36.70B.170–.180, the development and/or use of the Properties, including without limitation any preliminary plat application(s), shall be governed by the LSMC development regulations in effect on the Effective Date. The vesting provisions of this section shall govern any fully complete development applications for a Property submitted to the City prior to the expiration of the Term of this Agreement. For purposes of this Agreement, the City’s land use regulations and controls are “development standards” as that term is defined in RCW 36.70B.170(3) and are vested for the term of this Agreement. Provided further, should the City adopt new development regulations (whether requested by the Owners or not) that amend, replace, supplement, or otherwise modify the regulations to which the Property is vested under this Agreement, the Owners may request the City to apply some or all such new regulations to the Property. Any decision to approve such request shall require an amendment of this Agreement executed by all Parties, which may be done administratively by the City.

7. Regulatory Authority Reserved. Except to the extent expressly provided in this Agreement, nothing herein shall be construed as waiving, limiting or otherwise abridging the City’s regulatory power and/or the legislative discretion of the City Council, which are hereby expressly reserved in full. Without limitation of the foregoing, it is expressed understood and acknowledged by the Parties that any project permit application, as defined by Chapter 36.70B RCW, to develop any portion of the Property may be approved, denied, and/or conditioned by the City in the ordinary course.

8. Term. The Term of this Agreement (“**Term**”) shall be five (5) years, measured from the Effective Date, unless the expiration date is extended by the mutual written agreement of the Parties per Chapter 14.16A and 14.6B LSMC, but in no event shall the vesting period exceed one hundred and twenty (120) months from the Effective Date of this Agreement in the event of any agreed extension of the Agreement. Unless otherwise agreed to by the Parties, the Owners shall apply for all necessary permits and project approvals within the Agreement’s five (5) year term. If all of the applications referenced in Section 5 have been submitted and deemed complete, the Term shall be tolled during the pendency of such applications.

9. Transfer of Ownership. In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owners, and each of them, under this Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party’s interest in the Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the date hereof.

10. Equal Opportunity to Participate in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that such Party drafted the ambiguous language. There shall be no presumption against the drafting party of any provision herein. The terms of this Agreement shall be interpreted subject to the laws of contract in the State of Washington.

11. Full Understanding – Construction. The Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

12. Dispute Resolution. In the event of any disagreement or dispute as to interpretation or application of any terms or conditions of this Agreement, designated officials with authority to resolve the matter from the Owners, or Owner, as applicable, and City shall meet in person or by virtual means within ten (10) business days after request from either Party for the purpose of attempting, in good faith, to resolve the disagreement or dispute. The meeting may, by mutual agreement be continued to a further date certain in order to include any other necessary agencies with authority over the dispute or disagreement, to obtain additional information, or to engage the services of an agreed-upon mediator, the cost of which shall be borne equally by the City and Owner(s). In the event this dispute resolution is unsuccessful, either Party may proceed with an action in law or equity brought before the Superior Court of the State of Washington, Snohomish County. Provided, that the foregoing provisions of this section shall not apply to, or otherwise be construed as limiting or abridging, the City's code enforcement and/or nuisance abatement authority as set forth at Chapter 17.30 LSMC and Chapter 17.80 LSMC, respectively.

13. Specific Performance. During the Term of this Agreement as provided for in Section 5, above, the Parties specifically agree that damages are not an adequate or appropriate remedy for breach of this Agreement, and that no Party shall be entitled to an award of damages or any other monetary compensation whatsoever in any action for breach or default hereunder. The Parties shall instead be entitled to specific performance of all terms of this Agreement by any Party in default hereof. No Party shall be in default under this Agreement unless it has failed to perform following written notice of default from the other Party or Parties, as applicable. Notice of default shall allow the defaulting Party thirty (30) days to cure or commence cure where thirty (30) days is insufficient for a complete cure. Each notice of default shall specify the nature of the alleged fault and the manner in which the default may be cured satisfactorily. A Party not in default under this Agreement shall have all applicable rights and remedies provided by law or equity unless otherwise provided herein. Notwithstanding the provisions of this section, the City may in its discretion and without limitation exercise its rights to pursue code enforcement pursuant to Chapter 17.30 LSMC, nuisance abatement authority pursuant to Chapter 17.80 LSMC, issuance of stop work orders, and/or injunctions at any time in the ordinary course. Nothing herein will operate to prevent any Party from taking legal action regarding noncompliance that threatens public health, safety or welfare prior to the expiration of the thirty (30) day cure period following notice of default. No such action or proceeding will operate to automatically terminate this Agreement, nor shall it release either Party from any promise or obligation herein nor shall it release any Party from any liability or obligation with respect to any breach of this Agreement occurring prior to the commencement of any legal action by a Party.

14. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington, notwithstanding any conflicts of law provisions. Venue will be in Snohomish County.

15. **Notices.** All notices and other communications required or otherwise provided for by this Agreement shall be in writing and shall be given to the following persons:

CITY OF LAKE STEVENS

Attention:

And to its Attorney:

City of Lake Stevens City Attorney

Attn: _____

KNA Holdings, LLC

South Lake Ridge, LLC

Attention:

Tim Kaintz, Member/Partner

Patrick McCourt, Member/Partner

10515 20th ST SE, Ste 202

Lake Stevens, WA 98258

And to its Attorney:

Dean Williams

Gordon Thomas Honeywell, LLP

1201 Pacific Avenue, Suite 2100

Tacoma, WA 98402

DWilliams@gth-law.com

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three days after being placed in the United States Mail, properly addressed and postage prepaid, or upon personal delivery.

16. **Attorneys' Fees.** If either Party institutes litigation against another Party to enforce any provision of this Agreement or to redress any breach thereof, the substantially prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in such litigation.

17. **Severability.** If any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses and phrases shall remain viable and in full force and effect.

18. **Counterparts.** This Agreement may be executed in counterparts, with each Party sending a pdf of its signature to the other Parties via email transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

19. **Integration; Future Agreements.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Nothing herein shall restrict the City and the Owners from agreeing to amend this Agreement or enter into one or more additional Agreements relating to the Property provided that this Agreement supersedes and

replaces all prior agreements, discussions and representation on all subjects relating to the development of the Property. Neither Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

20. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third-party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between the parties.

21. **No Third-Party Beneficiary.** This Agreement is intended for the exclusive benefit of the signatory Parties hereto and their designated successors and assigns, and may only be enforced by the same. However, in the event Owners transfer property to a third party, Owners shall notify the City of said transfer and the City shall not object thereto absent good cause. Any transferee of ownership shall have the equivalent rights as Owners under this Agreement.

22. **Recording.** Within five (5) days of mutual execution by the Parties, this Agreement shall be recorded against the title of the Property by and at the expense of the Owners.

23. **Waiver.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by any Party of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the Party to be bound.

24. **Cost Recovery.** Pursuant to the City's adopted Fee Resolution, the Owners shall remit payment to the City in the total amount of _____ (\$____) to defray the City's expenses in the review, negotiation, and drafting of the Agreement. Such payment shall be invoiced and remitted prior to the City's execution hereof.

25. **Signatory Authority.** Each Party represents and warrants to the other Parties that the individuals signing below have full power, authority and legal right to execute and deliver this Agreement and thereby to legally bind the Party on whose behalf such person signed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below.

CITY OF LAKE STEVENS

By: _____

Its: Mayor

APPROVED AS TO FORM:

_____, City Attorney

Attest:

_____, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF LAKE STEVENS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

KNA HOLDINGS, LLC, a State of Washington limited liability company

By: _____
Tim Kaintz, Its Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that TIM KAIN TZ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of KNA HOLDINGS, LLC, a State of Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for State of Washington
My commission expires: _____

SOUTH LAKE RIDGE, LLC, a State of Washington limited liability company

By: _____
Patrick McCourt, Its Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that PATRICK MCCOURT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of South Lake Ridge, LLC, a State of Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for State of Washington
My commission expires: _____

EXHIBIT A

Legal Description

PARCEL A:

LOT 1, SNOHOMISH COUNTY SHORT PLAT NO. SP-196- (6-81) RECORDED UNDER AUDITOR'S FILE NO. 8208120164 IN THE RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 29 NORTH, RANGE 6 EAST WM

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL B:

LOT 2, SNOHOMISH COUNTY SHORT PLAT NO. SP-196- (6-81) RECORDED UNDER AUDITOR'S FILE NO. 8208120164 IN THE RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 29 NORTH, RANGE 6 EAST WM

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL C:

LOT 3, SNOHOMISH COUNTY SHORT PLAT NO. SP-196- (6-81) RECORDED UNDER AUDITOR'S FILE NO. 8208120164 IN THE RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 29 NORTH, RANGE 6 EAST WM

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL D:

LOT 4, SNOHOMISH COUNTY SHORT PLAT NO. SP-196- (6-81) RECORDED UNDER AUDITOR'S FILE NO. 8208120164 IN THE RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 29 NORTH, RANGE 6 EAST WM

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL E:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 29, NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY BY INSTRUMENT RECORDED UNDER RECORDING NO. 176514.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL F:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 29, NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE WEST 175 FEET THEREOF.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Vicinity Map



Conceptual Site Plan

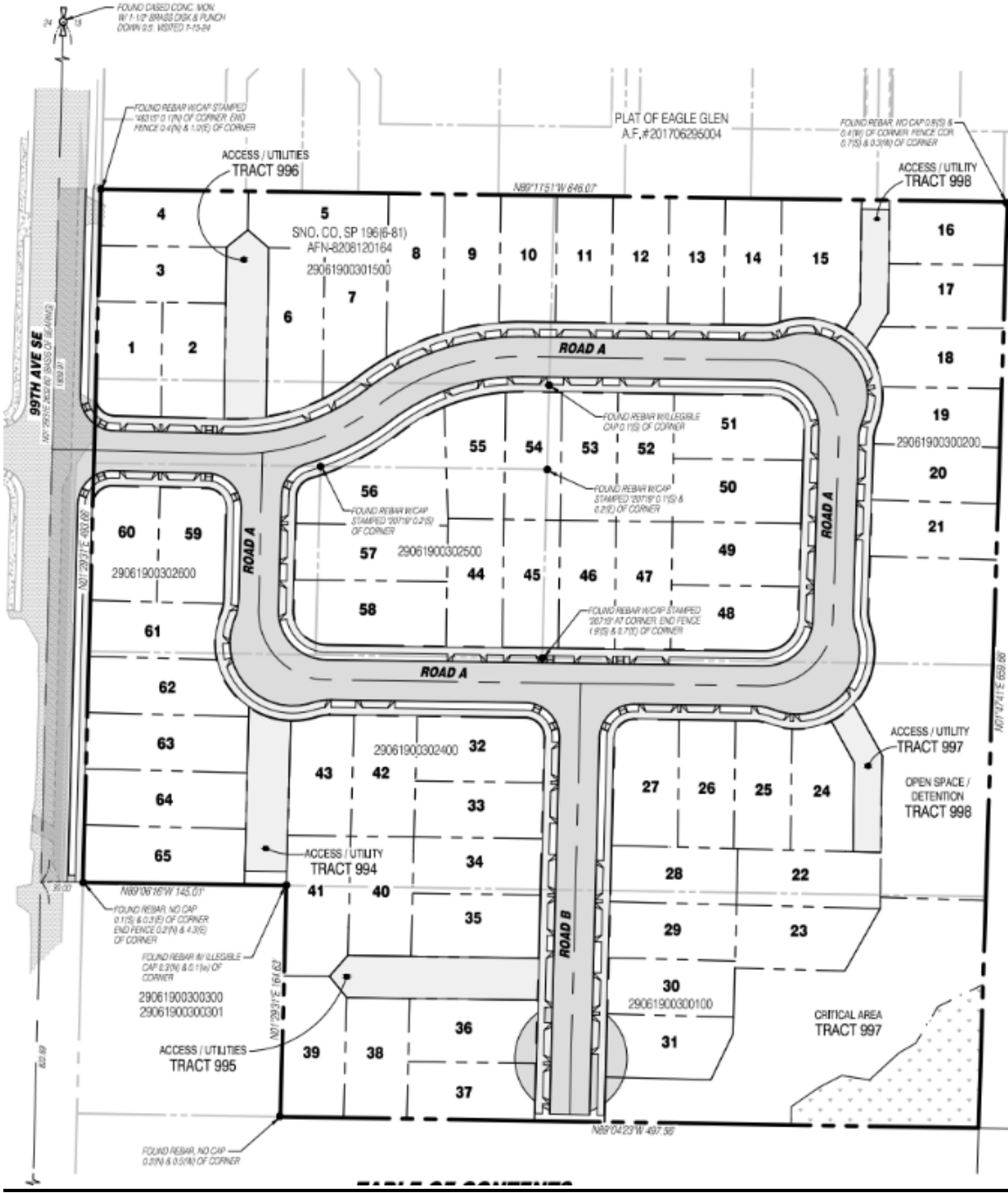


EXHIBIT B

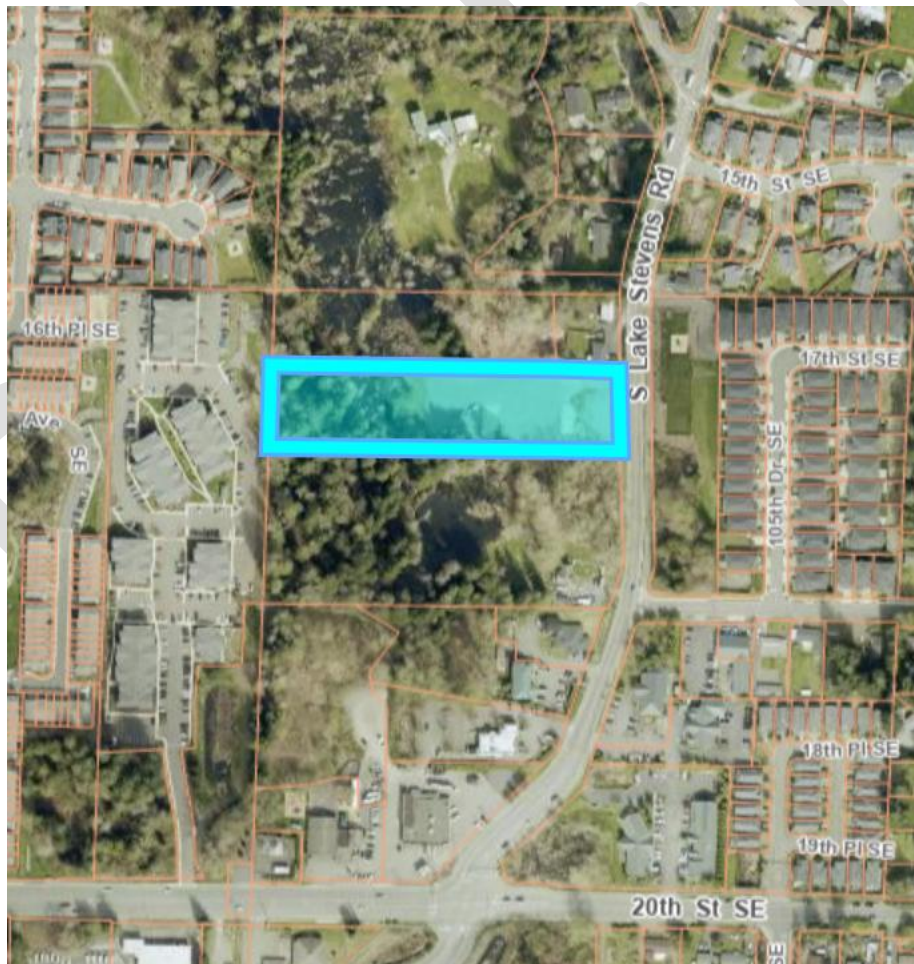
Legal Description

THE SOUTH 167 FEET OF LOT 5, IDEAL GARDEN TRACTS, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 33, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE NORTH 165 FEET OF THE EAST 132 FEET OF SAID LOT 5;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Vicinity Map



[illegible]