

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.

December 16, 2025 - 6:00 PM

City Council Regular Meeting

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

or Join Zoom Meeting: [Zoom Link](#)

or call in at (253) 215-8782

Meeting ID: 84542927347 Passcode: 901375

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
6. **Citizen Comments**
7. **Council Business** Council President
 - A. Thank you to Outgoing Councilmembers Kim Daughtry, Gary Petershagen and Steve Ewing
8. **Break for Cake/Refreshments**
9. **Mayor's Business**
10. **Consent Agenda**
 - A. 2025 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of December 2, 2025 Kelly Chelin
 - C. City Council Meeting Minutes of December 9, 2025 Kelly Chelin
 - D. Resolution to Approve Lake Stevens Annex to Snohomish County Comprehensive Emergency Management Base Plan Maximilian Roth
 - E. Contract Amendment with New Restoration and Recovery Services (Aqualis) Shannon Farrant
 - F. Cancel December 23, 2025 Council Meeting Kelly Chelin

- G. Two Appointments to the Planning Commission Kelly Chelin
- H. Eagle Ridge Grant Agreement Sarah Garceau
- 11. Public Hearing**
- A. Ripperger Development Agreement (LUA2025-0090) David Levitan
- 12. Action Items**
- A. Resolution No. 2025-13 – Naming the Marcus Tageant Interpretive Trail Russ Wright
- B. Bid Award for the Lake Stevens Historical Museum and Retail Building Russ Wright
- C. Lakeview Flats Development Agreement Termination — Resolution 2025-12 Christi Schmidt
- D. 131st Ave Infrastructure Improvements Construction Contract Award Erik Mangold
- E. Revised Action to Adopt Ordinance 1209 (STEP and Co-Living Housing) David Levitan
- 13. Adjourn**

THE PUBLIC IS INVITED TO ATTEND

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

BLANKET VOUCHER APPROVAL
2025

Payroll Direct Deposits	12/10/2025	\$433,486.65
Payroll Checks		
Electronic Funds Transfers	ACH	\$502,232.33
Claims	64950-65022	\$379,323.40
Void Checks	63711	(\$160.96)
Total Vouchers Approved:		\$1,314,881.42

This 16th day of December 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

December 16, 2025



City expenditures by type for this voucher packet		
Personnel Costs	\$433,487	33%
Payroll Federal Taxes	\$146,511	11%
Retirement Benefits - Employer	\$71,665	5%
Medical Benefits - Employer	\$258,766	20%
Other Employer Paid Benefits	\$8,285	1%
Employee Paid Benefits	\$31,546	2%
Supplies	\$24,968	2%
Professional Services	\$243,248	18%
Capital *	\$77,439	6%
Debt Payments	\$19,129	1%
Void Checks	-\$161	0%
Total	\$1,314,881	100%

Large Purchases *

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 12/05/2025 - 12/11/2025

Total for Period
\$881,555.73

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-57326	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Jackets - Vick	64957	\$633.36
911 Supply Inc	INV-2-57327	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Pants - Ashbrook	64957	\$117.33
911 Supply Inc	INV-2-57328	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit - Bassett	64957	\$589.68
					64957 Total	\$1,340.37
Ace Hardware	81625/7	001 007 558 50 31 02	PL-Permit Related Op. Costs	Stakes	64958	\$43.55
Ace Hardware	81764/7	001 013 518 20 31 00	GG-Operating Costs	Silicone Food Grade - Gen Facilities	64958	\$16.52
Ace Hardware	81764/7	101 016 544 90 31 02	ST-Operating Cost	Silicone Food Grade - Gen Facilities	64958	\$0.75
Ace Hardware	81764/7	410 016 531 10 31 02	SW - Operating Costs	Silicone Food Grade - Gen Facilities	64958	\$1.30
Ace Hardware	81774/7	001 013 518 20 31 00	GG-Operating Costs	Wood Putty/Pliers/Nailsetter - Gen Facilities	64958	\$44.72
Ace Hardware	81774/7	101 016 544 90 31 02	ST-Operating Cost	Wood Putty/Pliers/Nailsetter - Gen Facilities	64958	\$2.02
Ace Hardware	81774/7	410 016 531 10 31 02	SW - Operating Costs	Wood Putty/Pliers/Nailsetter - Gen Facilities	64958	\$3.51
Ace Hardware	81780/7	101 016 544 90 31 02	ST-Operating Cost	Paint Supplies	64958	\$121.30
Ace Hardware	81780/7	410 016 531 10 31 02	SW - Operating Costs	Paint Supplies	64958	\$121.31
					64958 Total	\$354.98
AFLAC	971543	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	EFT	\$675.94
					EFT Total	\$675.94
Alaska Rubber Group Inc	N081703	410 016 531 10 31 02	SW - Operating Costs	Hose Assy Parts PW65 Sweeper	64959	\$150.93
					64959 Total	\$150.93
Amazon Capital Services	1F74-4CN6-D34N	001 010 576 80 31 08	PK-Special Event Supplies	Winterfest Supplies	64960	\$66.83
Amazon Capital Services	1FVP-6TX6-6K4F	001 005 518 10 31 01	HR- Operating Supplies	Plastic File Folders	64960	\$5.45
Amazon Capital Services	1FVP-6TX6-6K4F	001 005 518 10 31 03	HR-Emp Recognition Supplies	Certificate Paper/Holders for Service Awards	64960	\$42.34
Amazon Capital Services	1HQ3-NG3T-HWG4	001 001 511 20 30 00	Boards & Comm Op Supplies	Phenyx Pro Wireless Microphone System	64960	\$279.80
Amazon Capital Services	1N3Y-RL9D-7Q4F	101 016 544 90 31 02	ST-Operating Cost	Logitech M510 Wireless Mouse	64960	\$30.59
Amazon Capital Services	1N3Y-RL9D-7Q4F	410 016 531 10 31 02	SW - Operating Costs	Logitech M510 Wireless Mouse	64960	\$30.59
Amazon Capital Services	1NX3-1JRW-1YGW	001 005 518 10 31 03	HR-Emp Recognition Supplies	Exercise Bands - Turkey Bowl	64960	\$54.14
Amazon Capital Services	1NXW-RF9Q-J6C4	001 010 576 80 31 03	PK- Equipment & Tools	Jameson FG-Series Manual Pole Saw and Tree Pruner	64960	\$262.42
Amazon Capital Services	1QKN-7HCL-FFDC	001 010 576 80 31 00	PK-Operating Supplies	Lithium Batteries for Truck Keys	64960	\$6.55
Amazon Capital Services	1RGQ-M6JL-D1FR	001 010 576 80 31 00	PK-Operating Supplies	Blade Replacements	64960	\$43.10
Amazon Capital Services	1RGQ-M6JL-D1FR	001 010 576 80 31 03	PK- Equipment & Tools	Impact Wrench & Tool Organizer	64960	\$397.82
Amazon Capital Services	1RLD-GVHD-JVJJ	001 005 518 10 31 03	HR-Emp Recognition Supplies	Turkey Stick Notes/Turkey Socks - Turkey Bowl	64960	\$29.49
Amazon Capital Services	1T6X-VQNC-Y4X7	001 010 576 80 31 00	PK-Operating Supplies	Laminating Sheets	64960	\$42.74
Amazon Capital Services	1T6X-VQNC-Y4X7	001 010 576 80 31 03	PK- Equipment & Tools	Dewalt Drills (2)	64960	\$347.57
Amazon Capital Services	1WKH-FG4G-DHPQ	001 008 521 50 30 00	LE-Facilities Supplies	Toilet Replacement Parts	64960	\$72.74
Amazon Capital Services	1WLV-K6GV-VLRN	001 010 576 80 31 08	PK-Special Event Supplies	Winterfest Supplies	64960	\$346.26
Amazon Capital Services	11DP-WJKX-CXWF	001 013 518 10 30 00	LEAN Training - Supplies	Picture Frames/Certificates - Green Belt Graduation	64960	\$47.52
Amazon Capital Services	11X7-1FYV-1YH3	001 001 511 20 30 00	Boards & Comm Op Supplies	Phenyx Pro Wireless Microphone System	64960	\$96.17
Amazon Capital Services	19XL-WJD7-RM44	101 016 544 90 31 02	ST-Operating Cost	2026 Wall Calendar	64960	\$10.89
Amazon Capital Services	19XL-WJD7-RM44	101 016 544 90 31 02	ST-Operating Cost	Electronic Dimming LED Driver	64960	\$45.91
Amazon Capital Services	19XL-WJD7-RM44	101 016 544 90 31 02	ST-Operating Cost	Hose Clamp Kit Stainless Steel	64960	\$62.68
					64960 Total	\$2,321.60
American Red Cross	23010272	001 005 518 10 49 01	HR-Staff Development	Adult/Pediatric First Aid Training	64961	\$40.00
American Red Cross	23010272	001 007 558 50 49 01	PL-Staff Development	Adult/Pediatric First Aid Training	64961	\$80.00
American Red Cross	23010272	001 010 576 80 49 01	PK-Staff Development	Adult/Pediatric First Aid Training	64961	\$120.00
					64961 Total	\$240.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Assoc of Washington Cities EFT	76457	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	EFT	\$255,188.26
					EFT Total	\$255,188.26
AT&T Mobility LLC	287351657998X11272025	001 008 521 20 42 00	LE-Communication	Wireless Cell Service	64962	\$1,774.76
AT&T Mobility LLC	287351658267X11272025	101 016 543 30 42 00	ST-Communications	Wireless Cell Service	64962	\$631.88
AT&T Mobility LLC	287351658267X11272025	410 016 531 10 42 00	SW - Communications	Wireless Cell Service	64962	\$631.88
AT&T Mobility LLC	287354121770X11272025	001 001 511 60 42 00	Legislative - Communication	Wireless Cell Service	64962	\$273.00
AT&T Mobility LLC	287354121770X11272025	001 001 513 10 42 00	Executive - Communication	Wireless Cell Service	64962	\$39.00
AT&T Mobility LLC	287354121770X11272025	001 002 513 11 42 00	AD-Communications	Wireless Cell Service	64962	\$39.00
AT&T Mobility LLC	287354121770X11272025	001 003 514 20 42 00	CC-Communications	Wireless Cell Service	64962	\$156.00
AT&T Mobility LLC	287354122304X11272025	001 004 514 23 42 00	FI-Communications	Wireless Cell Service	64962	\$189.05
AT&T Mobility LLC	287354123039X11272025	001 005 518 10 42 00	HR-Communications	Wireless Cell Service	64962	\$195.00
AT&T Mobility LLC	287354123762X11272025	001 006 518 80 42 00	IT-Communications	Wireless Cell Service	64962	\$234.00
AT&T Mobility LLC	287354124740X11272025	001 007 558 50 42 00	PL-Communication	Wireless Cell Service	64962	\$175.50
AT&T Mobility LLC	287354124740X11272025	001 007 559 30 42 00	PB-Communication	Wireless Cell Service	64962	\$175.50
AT&T Mobility LLC	287354125324X11272025	001 010 576 80 42 00	PK-Communication	Wireless Cell Service	64962	\$650.28
					64962 Total	\$5,164.85
Bridge Coordination Services	2025-LS11	001 008 521 20 41 01	LE-Professional Serv-Fixed	DV Coordinator Service Hours 11-2025	64963	\$3,333.75
					64963 Total	\$3,333.75
CDW Government Inc	AH1TV8M	510 006 594 18 64 00	Capital - Purch Computer Equip	Azure Overages 10-2025	64964	\$380.13
					64964 Total	\$380.13
Central Welding Supply Co Inc	2551559	001 010 576 80 31 00	PK-Operating Supplies	Argon/Centrashield/Propane	64965	\$37.76
Central Welding Supply Co Inc	2551559	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	64965	\$37.77
Central Welding Supply Co Inc	2551559	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	64965	\$37.76
					64965 Total	\$113.29
Chinook Lumber Inc	2164303	001 010 576 80 48 00	PK-Repair & Maintenance	Lumber - Timbertake Playground	64966	\$53.32
					64966 Total	\$53.32
City of Marysville	25-0008	001 008 523 60 41 00	LE-Jail	Housing Services 08-2025	64967	\$12,461.04
City of Marysville	25-0008	001 008 523 60 41 00	LE-Jail	Medical Services 08-2025	64967	\$1,325.00
City of Marysville	25-0008	001 008 523 60 41 00	LE-Jail	SCJ Video Court Services 08-2025	64967	\$831.28
City of Marysville	25-0008	001 008 523 60 41 00	LE-Jail	Video Court Services 08-2025	64967	\$1,450.00
					64967 Total	\$16,067.32
Comcast	11-2025 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Davies	64968	\$401.71
Comcast	11-2025 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Frontier Park	64968	\$401.71
Comcast	11-2025 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	64968	\$329.98
					64968 Total	\$1,133.40
Cory de Jong and Sons Inc	S358180	001 010 576 80 31 00	PK-Operating Supplies	Hog Fuel Cavalero Dog Park	64969	\$60.66
Cory de Jong and Sons Inc	S358182	001 010 576 80 31 00	PK-Operating Supplies	Hog Fuel Cavalero	64969	\$60.66
Cory de Jong and Sons Inc	S358189	001 010 576 80 31 00	PK-Operating Supplies	Hog Fuel Reserve Trail	64969	\$60.66
					64969 Total	\$181.98
Creation Organics LLC	5979	410 016 531 10 31 02	SW - Operating Costs	Throw & Go Professional	64970	\$2,324.88
					64970 Total	\$2,324.88
Darwin AI	INV-4	001 006 518 80 41 00	IT-Professional Services	Dawin AI Launchpad Annual	64971	\$1,500.00
Darwin AI	INV-4	001 006 518 80 41 00	IT-Professional Services	Dawin Govern Annual	64971	\$15,000.00
					64971 Total	\$16,500.00
Dept of Licensing	112925 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 11/23/25 - 11/29/25	64972	\$147.00
Dept of Licensing	120625 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 11/30/25 - 12/06/25	64972	\$270.00
					64972 Total	\$417.00
Dept of Retirement (Deferred Comp)	12102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT1	\$8,559.48
					EFT1 Total	\$8,559.48

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dept of Retirement PERS LEOFF	12102025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$71,366.44
Dept of Retirement PERS LEOFF	12102025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$298.62
					EFT Total	\$71,665.06
Dreher	061025 D DREHER	111 008 521 20 31 01	Drug Seize - Canine Supplies	Reissue CK 63711 - K9 Fence Repair Reimbursement	64973	\$160.96
					64973 Total	\$160.96
EFTPS	12102025	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$146,510.55
					EFT Total	\$146,510.55
Electronic Business Machines	AR319755	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	64974	\$64.96
Electronic Business Machines	AR319755	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	64974	\$64.95
Electronic Business Machines	AR319755	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	64974	\$64.96
					64974 Total	\$194.87
Enterprise FM Trust	604558-120325	530 016 594 48 70 00	Capital Lease Holding Account	City Vehicle Lease/Mgmt/Tax Fees	64975	\$19,128.69
					64975 Total	\$19,128.69
Erickson	120125 ERICKSON	001 013 518 10 30 00	LEAN Training - Supplies	Lean Class Supplies/Coffee/Snacks Reimb - L Erickson	64976	\$328.62
					64976 Total	\$328.62
Fastenal Company	MN019991689	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 12-2025	64977	\$5.46
Fastenal Company	MN019991689	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 12-2025	64977	\$5.47
					64977 Total	\$10.93
Fireshield Inc	13045	005 000 518 20 40 02	Rental Property Services	Inspection and Testing of Alarm System - 10515 20th St	64978	\$645.00
					64978 Total	\$645.00
FRSecure LLC	BD0010972	001 006 518 80 41 00	IT-Professional Services	Risk Assessment L2 - Initial 50% Payment	64979	\$8,000.00
					64979 Total	\$8,000.00
GLPK LLC	1795	005 000 382 20 00 00	Rental Property Retainage	Janitorial Service - 1819 S Lake Retainage	64980	(\$38.50)
GLPK LLC	1795	005 000 518 20 40 02	Rental Property Services	Janitorial Service - 1819 S Lake	64980	\$385.00
GLPK LLC	1796	101 000 382 20 00 00	PW - Retainage	Janitorial Service - PW Shop Retainage	64980	(\$40.50)
GLPK LLC	1796	101 016 542 30 41 02	ST-Professional Service	Janitorial Service - PW Shop	64980	\$405.00
GLPK LLC	1796	410 000 382 20 00 00	SW-Retainage	Janitorial Service - PW Shop Retainage	64980	(\$40.50)
GLPK LLC	1796	410 016 531 10 41 01	SW - Professional Services	Janitorial Service - PW Shop	64980	\$405.00
GLPK LLC	1827	005 000 382 20 00 00	Rental Property Retainage	Janitorial Service - 10519 20th St Retainage	64980	(\$28.00)
GLPK LLC	1827	005 000 518 20 40 02	Rental Property Services	Janitorial Service - 10519 20th St	64980	\$280.00
GLPK LLC	1835	001 000 382 20 00 00	Retainage	Janitorial Service - The Mill Retainage	64980	(\$320.00)
GLPK LLC	1835	001 012 575 50 48 00	CS- The Mill - R & M	Janitorial Service - The Mill	64980	\$3,200.00
GLPK LLC	1843	001 000 382 20 00 00	Retainage	Janitorial Service - CH Retainage	64980	(\$81.00)
GLPK LLC	1843	001 013 518 20 41 00	GG-Professional Service	Janitorial Service - CH	64980	\$810.00
					64980 Total	\$4,936.50
Grainger	9710573602	001 013 518 20 31 00	GG-Operating Costs	Flowmeter Refund	64981	(\$3,525.28)
Grainger	9710573602	101 016 544 90 31 02	ST-Operating Cost	Flowmeter Refund	64981	(\$158.45)
Grainger	9710573602	410 016 531 10 31 02	SW - Operating Costs	Flowmeter Refund	64981	(\$277.26)
Grainger	9720576637	001 013 518 20 31 00	GG-Operating Costs	Flowmeter	64981	\$3,525.28
Grainger	9720576637	101 016 544 90 31 02	ST-Operating Cost	Flowmeter	64981	\$158.45
Grainger	9720576637	410 016 531 10 31 02	SW - Operating Costs	Flowmeter	64981	\$277.26
Grainger	9722854602	001 010 576 80 31 00	PK-Operating Supplies	Heat Resistant Gloves	64981	\$25.67
					64981 Total	\$25.67
Granite Construction Supply	109403	101 016 542 64 31 00	ST-Traffic Control - Supply	All Way Signs	64982	\$82.43
Granite Construction Supply	109403	101 016 542 64 31 00	ST-Traffic Control - Supply	No Parking in Cul-de-sac Signs	64982	\$120.89
Granite Construction Supply	109403	101 016 542 64 31 00	ST-Traffic Control - Supply	No Parking Signs	64982	\$241.78
					64982 Total	\$445.10

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Home Depot	3144518	001 012 575 50 31 00	CS- The Mill- Ops	Vaporite - The Mill	64983	\$87.41
Home Depot	4206735	001 010 576 80 31 00	PK-Operating Supplies	Multi Surface Cleaner	64983	\$132.17
Home Depot	6011259	101 016 544 90 31 02	ST-Operating Cost	Push Broom	64983	\$10.36
Home Depot	6011259	410 016 531 10 31 02	SW - Operating Costs	Push Broom	64983	\$10.37
Home Depot	8012213	001 012 575 50 31 00	CS- The Mill- Ops	Round Extension Rings - The Mill	64983	\$34.54
Home Depot	9012134	001 013 518 20 31 00	GG-Operating Costs	Keys/Padlocks - Gen Facilities	64983	\$130.88
Home Depot	9012134	101 016 544 90 31 02	ST-Operating Cost	Keys/Padlocks - Gen Facilities	64983	\$5.88
Home Depot	9012134	410 016 531 10 31 02	SW - Operating Costs	Keys/Padlocks - Gen Facilities	64983	\$10.30
					64983 Total	\$421.91
Honey Bucket	555241540	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	64984	\$182.05
Honey Bucket	555247227	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	64984	\$290.95
					64984 Total	\$473.00
HRA VEBA Trust YA20192	12102025	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	64950	\$3,341.17
					64950 Total	\$3,341.17
HSA Bank	12102025	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	64951	\$300.00
					64951 Total	\$300.00
ICONIX Waterworks US Inc	U2516048690	101 016 544 90 31 02	ST-Operating Cost	Brass Check Valve	64985	\$64.44
ICONIX Waterworks US Inc	U2516048690	410 016 531 10 31 02	SW - Operating Costs	Brass Check Valve	64985	\$64.43
ICONIX Waterworks US Inc	U2516048708	410 016 531 10 31 02	SW - Operating Costs	Bury Yard Hydrant/Utility Handles/Nuts/Screws/Springs	64985	\$1,098.46
					64985 Total	\$1,227.33
Ink It Your Way LLC	13653	001 005 518 10 31 03	HR-Emp Recognition Supplies	Service Awards for Q4 2025	64986	\$73.21
					64986 Total	\$73.21
Lake Stevens Police Guild	12102025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	64952	\$1,500.50
					64952 Total	\$1,500.50
Lakeside Industries Inc	PE#2 PAVEMENT	101 016 542 30 41 00	ST-Pavement Preservation	2025 Pavement Preservation	64987	\$31,070.84
Lakeside Industries Inc	PE#2 PAVEMENT	304 016 595 30 60 00	Pavement Capital	2025 Pavement Preservation	64987	\$64,608.82
					64987 Total	\$95,679.66
Language Line Services Inc	11785761	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	64988	\$21.61
					64988 Total	\$21.61
Lemay Mobile Shredding Inc	4912430S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	64989	\$49.90
Lemay Mobile Shredding Inc	4912604S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW Shop	64989	\$16.64
Lemay Mobile Shredding Inc	4912604S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW Shop	64989	\$16.63
Lemay Mobile Shredding Inc	4912604S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW Shop	64989	\$16.63
					64989 Total	\$99.80
Les Schwab Group Holdings LLC	40200814038	410 016 531 10 31 02	SW - Operating Costs	Flat Tire Repair PW65	64990	\$56.83
					64990 Total	\$56.83
MissionSquare - 108991	6607712	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	64953	\$519.26
					64953 Total	\$519.26
MissionSquare - 307428	6640785	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	64954	\$1,741.86
					64954 Total	\$1,741.86
Monroe Correctional Complex	MCC2510.0158	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 10-2025	64991	\$309.58
Monroe Correctional Complex	MCC2510.0158	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 10-2025	64991	\$115.16
					64991 Total	\$424.74
Nationwide Retirement Solution	12102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$7,211.27
Nationwide Retirement Solution	12102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide - Fauth	EFT	\$24.35
					EFT Total	\$7,235.62
New Restoration and Recovery Services LLC	INV25983	410 000 382 20 00 00	SW-Retainage	24007 CCTV Project Pymt #5 Retainage	64992	(\$2,804.69)
New Restoration and Recovery Services LLC	INV25983	410 016 531 10 41 10	SW - Prof Service - CCTV	24007 CCTV Project Pymt #5	64992	\$56,093.78
					64992 Total	\$53,289.09

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
New York Life	Y6W_20251203	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	EFT1	\$147.00
					EFT1 Total	\$147.00
New York Life EFT	Nov-25	001 001 513 10 20 00	Executive - Benefits	Life/Disability Insurance Premiums	EFT	\$80.41
New York Life EFT	Nov-25	001 002 513 11 20 00	AD-Benefits	Life/Disability Insurance Premiums	EFT	\$78.25
New York Life EFT	Nov-25	001 003 514 20 20 00	CC-Benefits	Life/Disability Insurance Premiums	EFT	\$187.95
New York Life EFT	Nov-25	001 004 514 23 20 00	FI-Benefits	Life/Disability Insurance Premiums	EFT	\$241.15
New York Life EFT	Nov-25	001 005 518 10 20 00	HR-Benefits	Life/Disability Insurance Premiums	EFT	\$243.41
New York Life EFT	Nov-25	001 006 518 80 20 00	IT-Benefits	Life/Disability Insurance Premiums	EFT	\$279.87
New York Life EFT	Nov-25	001 007 558 50 20 00	PL-Benefits	Life/Disability Insurance Premiums	EFT	\$712.72
New York Life EFT	Nov-25	001 007 559 30 20 00	PB-Benefits	Life/Disability Insurance Premiums	EFT	\$308.59
New York Life EFT	Nov-25	001 008 521 20 20 00	LE-Benefits	Life/Disability Insurance Premiums	EFT	\$2,296.94
New York Life EFT	Nov-25	001 010 576 80 20 00	PK-Benefits	Life/Disability Insurance Premiums	EFT	\$757.91
New York Life EFT	Nov-25	001 013 518 30 20 00	GG-Benefits	Life/Disability Insurance Premiums	EFT	\$262.87
New York Life EFT	Nov-25	003 007 559 30 20 00	PT - Permit Benefits	Life/Disability Insurance Premiums	EFT	\$92.24
New York Life EFT	Nov-25	005 013 518 20 20 00	RP-Benefits	Life/Disability Insurance Premiums	EFT	\$69.54
New York Life EFT	Nov-25	101 016 542 30 20 00	ST-Benefits	Life/Disability Insurance Premiums	EFT	\$832.57
New York Life EFT	Nov-25	410 016 531 10 20 00	SW-Benefits	Life/Disability Insurance Premiums	EFT	\$1,173.94
					EFT Total	\$7,618.36
O Reilly Auto Parts	2960-179459	101 016 544 90 31 02	ST-Operating Cost	Fuel/Oil Filters PW91	64993	\$14.48
O Reilly Auto Parts	2960-179459	410 016 531 10 31 02	SW - Operating Costs	Fuel/Oil Filters PW91	64993	\$14.48
					64993 Total	\$28.96
Office of the State Treasurer	11-2025 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 11-2025	64994	\$9,879.01
Office of the State Treasurer	11-2025 STATE	633 000 589 30 00 03	State Building Permit Remit	Bulding Code Remittance 11-2025	64994	\$215.00
					64994 Total	\$10,094.01
Pitney Bowes Inc	1028553127	001 013 518 20 31 00	GG-Operating Costs	Red Ink Cartridge for Postage Machine	64995	\$199.56
					64995 Total	\$199.56
PrintWest Inc	266322	001 007 558 70 31 00	PL - Citywide Beautification	Main St Pole Banners	64996	\$12,997.40
					64996 Total	\$12,997.40
Prizm Consulting Inc	240	120 016 595 61 60 05	TBP05: 91st - 20th to 12th	91st St SE Phase 2	64997	\$12,450.34
					64997 Total	\$12,450.34
ProCom LLC	144112	101 016 542 30 41 02	ST-Professional Service	CDL Drug Testing	64998	\$312.40
					64998 Total	\$312.40
Right On Heating and Sheet Metal Inc	32926	001 012 569 00 48 00	CS- Senior Services R&M	Annual HVAC Service - City Buildings	64999	\$201.27
Right On Heating and Sheet Metal Inc	32926	001 012 572 20 48 00	CS- Library-Repair & Maint	Annual HVAC Service - City Buildings	64999	\$201.27
Right On Heating and Sheet Metal Inc	32926	001 012 575 50 48 00	CS- The Mill - R & M	Annual HVAC Service - City Buildings	64999	\$201.27
Right On Heating and Sheet Metal Inc	32926	001 013 518 20 48 00	GG-Repair & Maintenance	Annual HVAC Service - City Buildings	64999	\$603.81
Right On Heating and Sheet Metal Inc	32926	101 016 542 30 48 00	ST-Repair & Maintenance	Annual HVAC Service - City Buildings	64999	\$100.63
Right On Heating and Sheet Metal Inc	32926	410 016 531 10 48 00	SW - Repairs & Maintenance	Annual HVAC Service - City Buildings	64999	\$100.63
					64999 Total	\$1,408.88
Riverside Sand & Gravel	98716	001 010 576 80 31 00	PK-Operating Supplies	Rock - Timberlake Project	65000	\$145.02
Riverside Sand & Gravel	98717	001 010 576 80 31 00	PK-Operating Supplies	Rock - Timberlake Project	65000	\$179.55
					65000 Total	\$324.57
Septic Solutions LLC	13949	001 010 576 80 41 00	PK-Professional Services	Septic Tank Pumping - PW Shop	65001	\$251.39
Septic Solutions LLC	13949	101 016 542 30 41 02	ST-Professional Service	Septic Tank Pumping - PW Shop	65001	\$251.39
Septic Solutions LLC	13949	410 016 531 10 41 01	SW - Professional Services	Septic Tank Pumping - PW Shop	65001	\$251.39
Septic Solutions LLC	13950	001 010 576 80 41 00	PK-Professional Services	Septic Tank Pumping - PW Shop	65001	\$251.39
Septic Solutions LLC	13950	101 016 542 30 41 02	ST-Professional Service	Septic Tank Pumping - PW Shop	65001	\$251.39
Septic Solutions LLC	13950	410 016 531 10 41 01	SW - Professional Services	Septic Tank Pumping - PW Shop	65001	\$251.39
					65001 Total	\$1,508.34

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Service Electric Co Inc	5673-01	101 000 382 20 00 00	PW - Retainage	Lundeen Street Light Repairs Retainage	65002	(\$5,012.60)
Service Electric Co Inc	5673-01	101 016 542 64 48 00	ST-Traffic Control - R&M	Lundeen Street Light Repairs	65002	\$50,126.00
					65002 Total	\$45,113.40
Sherwin-Williams Co	0386-8	001 012 557 30 31 00	CS- Visitor Center	Paint - VIC	65003	\$61.68
					65003 Total	\$61.68
Smarsh Inc	INV-316031	510 006 518 80 49 05	LR - Smarsh	SMS Text Archiving	65004	\$1,148.14
					65004 Total	\$1,148.14
Snohomish Co-Op Inc	10248	001 010 576 80 31 05	PK-R&M Supplies	Blunt Posts - Cavalero Fencing	65005	\$87.48
					65005 Total	\$87.48
Snohomish County PUD	100866765	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	65006	\$206.34
Snohomish County PUD	100866765	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	65006	\$398.01
Snohomish County PUD	100866765	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	65006	\$156.47
Snohomish County PUD	100866765	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	65006	\$68.31
Snohomish County PUD	100867327	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	65006	\$15,984.20
Snohomish County PUD	113116671	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	65006	\$107.67
Snohomish County PUD	116423570	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	65006	\$76.30
Snohomish County PUD	116423571	001 010 576 80 47 00	PK-Utilities	222625881 Frontier Circle Water	65006	\$68.23
Snohomish County PUD	123011921	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	65006	\$56.52
Snohomish County PUD	126324545	001 010 576 80 47 00	PK-Utilities	202340527 Old Decant 12701 36th St NE	65006	\$18.84
Snohomish County PUD	126324545	101 016 543 50 47 00	ST-Utilities	202340527 Old Decant 12701 36th St NE	65006	\$18.84
Snohomish County PUD	126324545	410 016 531 10 47 00	SW - Utilities	202340527 Old Decant 12701 36th St NE	65006	\$18.84
Snohomish County PUD	132918483	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	65006	\$167.42
Snohomish County PUD	146157228	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	65006	\$1,554.01
Snohomish County PUD	146160168	001 010 576 80 47 00	PK-Utilities	223477167 Mill Spur Electric	65006	\$120.51
Snohomish County PUD	152773668	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	65006	\$68.23
Snohomish County PUD	152780965	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	65006	\$156.96
Snohomish County PUD	159243774	001 010 576 80 47 00	PK-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	65006	\$112.71
Snohomish County PUD	159243774	101 016 543 50 47 00	ST-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	65006	\$112.71
Snohomish County PUD	159243774	401 070 535 10 47 01	Sewer Dist Utilities	222947715 Decant Electric/Water 12703 31st PL NE	65006	\$338.14
Snohomish County PUD	159243774	410 016 531 10 47 00	SW - Utilities	222947715 Decant Electric/Water 12703 31st PL NE	65006	\$112.71
Snohomish County PUD	165594464	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	65006	\$268.24
Snohomish County PUD	165597572	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	65006	\$381.39
Snohomish County PUD	168711399	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	65006	\$35.11
					65006 Total	\$20,606.71
Snohomish County Treasurer	11-2025 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 11-2025	65007	\$147.00
					65007 Total	\$147.00
Snohomish Regional Fire and Rescue	INV03539	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	FEMA Training Registration - M Roth	65008	\$875.00
					65008 Total	\$875.00
Snohomish Tree Company LLC	6059	101 016 542 30 41 04	ST - Prof Service - Trees	Tree Removal Services 3640 115th Ct NE	65009	\$3,552.25
					65009 Total	\$3,552.25
Sound Publishing Inc	EDH1022423	001 007 558 50 41 03	PL-Advertising	LUA2023-0188/2025-0073/2025-0082	65010	\$189.44
Sound Publishing Inc	EDH1022658	001 010 576 80 42 01	PK-Advertising Services	RFP Cavalero Sports Complex	65010	\$50.00
Sound Publishing Inc	EDH1022661	001 007 558 50 41 04	Permit Related Professional Sr	LUA2025-0090 ES #8	65010	\$101.60
Sound Publishing Inc	EDH1022738	001 007 558 50 41 04	Permit Related Professional Sr	LUA2024-0050 Mulvaney PLAT DNS	65010	\$144.60
Sound Publishing Inc	EDH1022980	001 007 558 50 41 04	Permit Related Professional Sr	LUA2024-0168 Moore Prelim SP	65010	\$74.08
					65010 Total	\$559.72
Sound Safety Products Co Inc	705607/1	101 016 542 90 31 01	ST-Clothing	Boots - T Wright	65011	\$325.00
					65011 Total	\$325.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
StoneShare Corp	2019-243	001 008 521 20 41 00	LE-Professional Services	PD Initial Delivery of Design Documents	65012	\$2,000.00
StoneShare Corp	2019-245	001 008 521 20 41 00	LE-Professional Services	PD Project Completion	65012	\$7,500.00
					65012 Total	\$9,500.00
Suver	120325 SUVER	001 010 576 80 49 01	PK-Staff Development	Aquatic Pest Control Test Reimb - Suver	65013	\$58.00
					65013 Total	\$58.00
SWC Enterprises LLC	16662	410 016 531 10 31 02	SW - Operating Costs	Tiger Tail Hose Guide	65014	\$200.02
					65014 Total	\$200.02
Teamsters Local No 763	Nov-25	001 000 284 00 00 00	Payroll Liability Other	Union Dues	64955	\$2,183.00
					64955 Total	\$2,183.00
Teamsters Welfare Trust Dental EFT	Dec-25	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	EFT	\$3,577.60
					EFT Total	\$3,577.60
Thyssenkrupp Elevator Corporation	3009071281	005 000 518 20 40 01	Rental Property Utilities	Elevator Service - 10515 20th St SE	65015	\$390.06
					65015 Total	\$390.06
TransUnion Risk and Alternative Data Solutions Inc	4016011-202511-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	65016	\$109.30
					65016 Total	\$109.30
ULINE	200914428	410 016 531 10 31 02	SW - Operating Costs	Clothing Rack	65017	\$311.99
					65017 Total	\$311.99
Verizon Wireless	6129913052	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	65018	\$235.62
Verizon Wireless	6129913052	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	65018	\$40.05
Verizon Wireless	6129913052	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	65018	(\$23.33)
Verizon Wireless	6129913052	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	65018	(\$23.33)
					65018 Total	\$229.01
Washington State Dept of Enterprise Svcs	71151710	001 005 518 10 49 01	HR-Staff Development	Adult Learning Theory Training - L Frederick	65019	\$433.71
					65019 Total	\$433.71
Washington State Support Registry	12102025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$1,054.46
					EFT Total	\$1,054.46
Wave	103946401-0011894	001 002 513 11 42 00	AD-Communications	Wave Internet/Telecom Services	65020	\$55.45
Wave	103946401-0011894	001 003 514 20 42 00	CC-Communications	Wave Internet/Telecom Services	65020	\$110.91
Wave	103946401-0011894	001 004 514 23 42 00	FI-Communications	Wave Internet/Telecom Services	65020	\$110.91
Wave	103946401-0011894	001 005 518 10 42 00	HR-Communications	Wave Internet/Telecom Services	65020	\$55.46
Wave	103946401-0011894	001 006 518 80 42 00	IT-Communications	Wave Internet/Telecom Services	65020	\$166.37
Wave	103946401-0011894	001 007 558 50 42 00	PL-Communication	Wave Internet/Telecom Services	65020	\$360.65
Wave	103946401-0011894	001 007 559 30 42 00	PB-Communication	Wave Internet/Telecom Services	65020	\$55.45
Wave	103946401-0011894	001 008 521 20 42 00	LE-Communication	Wave Internet/Telecom Services	65020	\$1,886.26
Wave	103946401-0011894	001 012 575 30 42 00	CS- Museum - Communications	Wave Internet/Telecom Services	65020	\$55.45
Wave	103946401-0011894	001 012 575 50 42 00	CS- The Mill- Communication	Wave Internet/Telecom Services	65020	\$55.46
Wave	103946401-0011894	001 013 518 20 42 00	GG-Communication	Wave Internet/Telecom Services	65020	\$221.83
Wave	103946401-0011894	101 016 543 30 42 00	ST-Communications	Wave Internet/Telecom Services	65020	\$319.16
Wave	103946401-0011894	410 016 531 10 42 00	SW - Communications	Wave Internet/Telecom Services	65020	\$319.16
Wave	103946401-0011894	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	65020	\$1,268.82
					65020 Total	\$5,041.34
Western Conference of Teamsters Pension Trust	12102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contribution-Teamster Pension	64956	\$4,953.52
					64956 Total	\$4,953.52

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
WR Lake Stevens LLC	11-2025 CH	001 002 513 11 41 00	AD-Professional Services	Car Washes for Admin Vehicles	65021	\$20.00
WR Lake Stevens LLC	11-2025 CH	001 005 518 10 41 00	HR-Professional Services	Car Washes for HR Vehicles	65021	\$20.00
WR Lake Stevens LLC	11-2025 CH	001 006 518 80 41 00	IT-Professional Services	Car Washes for IT Vehicles	65021	\$20.00
WR Lake Stevens LLC	11-2025 CH	001 007 559 30 48 00	PB-Repair & Maintenance	Car Washes for Building Vehicles	65021	\$80.00
WR Lake Stevens LLC	11-2025 CH	001 010 576 80 41 00	PK-Professional Services	Car Washes for Parks Vehicles	65021	\$20.00
WR Lake Stevens LLC	11-2025 CH	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles	65021	\$80.00
WR Lake Stevens LLC	11-2025 CH	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles	65021	\$80.00
WR Lake Stevens LLC	11-2025 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles	65021	\$640.00
					65021 Total	\$960.00
Zoom Communications Inc	INV332362272	001 006 518 80 31 00	IT- Operating Supplies	Zoom Cloud Recording 30 GB - Overage Fee	65022	\$28.50
					65022 Total	\$28.50

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

December 2, 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: Council President Donoghue, Councilmembers Gary Petershagen, Kim Daughtry, Anji Jorstad, Kymm Shipman, Steve Ewing and Nathan Packard

Call to Order

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

Pledge of Allegiance

Roll Call

All Councilmembers were present with Councilmember Donoghue joining later via zoom.

Approval of Agenda

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Ewing, to approve the agenda with an Executive Session at the end of the meeting to discuss litigation for approximately 10 minutes. The motion passed 6-0-0-1.

Guest Business

2024 Annual Financial & Accountability Audit Exit Conference — WA State Auditor's Office

Citizen Comments

Sally Jo Sebring, Lake Stevens. Sally Jo spoke about the Ripperger Development Agreement.

Christine and Jeanne, Lake Stevens. Spoke about the festival of trees.

Council Business

Mayor's Business

City Department Report

Public Works Department Report

Director Halverson provided the Council with additional information related to the Street Fund appropriations.

Consent Agenda

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

The consent agenda included the following:

- Third Amendment to Interlocal Agreement for Jail Services

Public Hearing**STEP and Co-Living Housing Code Amendments**

The Mayor opened the public hearing.

Principal Planner Levitan explained that the Council needs to hold a public hearing, take public testimony and consider the Planning Commission's recommendation on LUA2025-0182, a city-initiated land use code amendment to revise definitions, permissible uses, development standards and supplementary use regulations for STEP housing and co-living housing.

The staff recommendation is to approve Ordinance 1209, which includes minor revisions to the Planning Commission's recommendation to address comments received from the Washington State Department of Commerce regarding compliance with the Growth Management Act (GMA).

Councilmember Donoghue joined the meeting at 7:32 p.m.

The hearing was opened for public comments.

Tosha Edwards, Lake Stevens. Tosha spoke about transitional housing.

The Mayor closed the public hearing.

The Council discussed the Ordinance and asked staff to bring the Ordinance back with expanded language on transitional housing.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Ewing, to continue the public hearing, and keep it open, to the next meeting on December 9, 2025. The motion passed 7-0-0-0.

Action Items**2026 Annual Budget Ordinance No. 1205**

Finance Director Stevens explained that the City Council has conducted and closed three public hearings on the 2026 Proposed Annual Budget. Further discussion has been requested by the City Council prior to adopting Ordinance 1205 setting appropriations for the 2026 calendar year.

Council discussed the budget.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Packard, to extend the meeting to 11:00 p.m. The motion passed 4-3-0-0 with Councilmember Ewing, Councilmember Shipman and Councilmember Donoghue opposed.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve Ordinance 1205 approving the 2026 Annual Budget.

AMENDMENT TO THE MOTION. Councilmember Ewing made a motion for all non-represented employees to pay a portion of their medical costs as follows:
25% for over \$250,000 salary
20% for over \$200,000 salary
15% for over \$150,000 salary
10% for over \$100,000 salary
5% for under \$100,000 salary
And 15% for all dependents.

MOTION FAILED DUE TO LACK OF A SECOND.

Councilmember Ewing called for the vote on the original motion.

ORIGNIAL MOTION VOTE. The motion passed 4-3-0-0 with Councilmember Packard, Councilmember Donoghue and Councilmember Shipman opposed.

The Council took a break from approximately 9:12 p.m. to 9:17 p.m.

Discussion Items

Director Stevens presented Ordinance 1204 Amending Budget Ordinance 1191 and 1198. Council discussed the Ordinance. This item will come back for approval at the December 9, 2025 meeting.

Councilmember Ewing left the meeting at 9:28 p.m.

Ripperger Development Agreement Discussion

Principal Planner Levitan asked Council for feedback on the updated terms of the proposed development agreement (DA), which was originally discussed with the City Council at their July 15, 2025 meeting. Staff is planning to schedule a public hearing for the DA on December 16, 2025.

Executive Session

The meeting recessed to executive session to discuss litigation for approximately 10 minutes. There will be no action and the Council will come back to regular session at 10:10 p.m.

Adjournment

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

The meeting adjourned at 10:10 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

December 9, 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: Council President Donoghue, Councilmembers Gary Petershagen, Kim Daughtry, Anji Jorstad and Kymm Shipman

ELECTED OFFICIALS ABSENT: Councilmembers Steve Ewing and Nathan Packard.

Call to Order

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

Pledge of Allegiance

Roll Call

All Councilmembers were present except Councilmember Ewing and Councilmember Packard.

MOTION. Councilmember Shipman made a motion, seconded by Councilmember Donoghue, to excuse Councilmember Ewing and Councilmember Packard. The motion passed 5-0-0-2.

Approval of Agenda

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

Guest Business

Community Transit Zip Shuttle Update

Snohomish County Regional Drug Task Force

Citizen Comments

There were no comments.

Council Business

Mayor's Business

Consent Agenda

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

The consent agenda included the following:

- 2025 Vouchers
- City Council Meeting Minutes of November 18, 2025
- City Council Meeting Minutes of November 25, 2025
- 2025 Budget Amendment No. 2 - Ordinance 1204

Public Hearing

Continuation of STEP and Co-Living Housing Code Amendments (LUA2025-0182)

The Mayor opened the public hearing.

Principal Planner Levitan explained that this is a continued public hearing for LUA2025-0182, a city-initiated land use code amendment to revise definitions, permissible uses, development standards and supplementary use regulations for STEP housing and co-living housing.

Staff's recommendation is to approve the updated Ordinance 1209 which includes minor revisions requested by councilmembers during the December 2 public hearing related to the definition of transitional housing.

The hearing was opened for public comments. There were no comments.

The Mayor closed the public hearing.

Council discussed the Ordinance.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve Ordinance 1209 as submitted.

AMENDMENT TO THE MOTION. Councilmember Petershagen made an amendment to the motion, seconded by Councilmember Donoghue, to include the transitional housing type 2 application permitting process, amending Section 14.44.100. The motion passed 3-2-0-2 with Councilmember Daughtry and Councilmember Jorstad opposed.

FRIENDLY AMENDMENT. Councilmember Donoghue made a motion, seconded by Councilmember Daughtry, to amend Section 5, Table 14.40-I and Section 7, Table 14.72-I to the Ordinance. The motion passed 3-2-0-2 with Councilmember Daughtry and Councilmember Jorstad opposed.

ORIGINAL MOTION VOTE. The motion passed 3-2-0-2 with Councilmember Daughtry and Councilmember Jorstad opposed.

(Note: After the meeting concluded, it was determined by the City Attorney that the Ordinance required 4 votes therefore it did not pass and will come back to the December 16, 2025 meeting)

Code Amendments - Chapters 14.08 – Definitions, 14.110 – Concurrency Management System, and 14.112 LSMC – Traffic Impact Mitigation Fees

The Mayor opened the public hearing.

Planning Manager Schmidt stated that the Council needs to hold this public hearing, take public testimony and consider the Planning Commission's recommendation on LUA2025-0073 and LUA 2025-0082 a city-initiated land use code amendment, to revise Chapters 14.08 – Definitions, 14.110 – Concurrency Management System, and 14.112 LSMC – Traffic Impact Mitigation Fees, consider an exemption or a reduction of impact fees for affordable housing per LSMC 14.112.030. and approve Ordinance 1212.

The hearing was opened for public comments. There were no comments.

It was noted by City Clerk Chelin that an email was received earlier from Tom Hansen that was forwarded to the Council.

The Mayor closed the public hearing.

Council discussed the Ordinance.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Shipman, to approve Ordinance 1212 to include 100% total traffic impact fee reduction for affordable housing. The motion passed 4-1-0-2 with Councilmember Donoghue opposed.

MOTION. Councilmember Donoghue made a motion, seconded by Councilmember Daughtry, to extend the meeting to 8:15 p.m. The motion passed 4-1-0-2 with Councilmember Jorstad opposed.

Phase I Process Code Amendments (LUA2023-0188)

Principal Planner Levitan stated that the Council needs to hold a public hearing, take public testimony and consider the Planning Commission's recommendation on LUA2023-0188, a city-initiated land use code amendment to revise multiple LSMC chapters related to process code improvements, such as permit review timelines, permit review processes, and the use of clear and objective language and approve Ordinance 1211 which reflects the Planning Commission's recommendation on the proposed code amendments.

The hearing was opened for public comments. There were no comments.

The Mayor closed the public hearing.

Council discussed the Ordinance.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve Ordinance 1211 to approve Phase I Process Code Amendments (LUA2023-0188). The motion passed 5-0-0-2.

Action Items

Ordinance 1210 Elimination of Petty Cash Revolving Fund

Finance Director Stevens explained that Ordinance No 1210 Repeals Ordinance 282 and LSMC Chapter 3.40 involving the Petty Cash Revolving Fund.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Donoghue, to approve Ordinance 1210. The motion passed 5-0-0-2.

Interlocal Agreement with the City of Arlington for Joint Grant Administration

Finance Director Stevens recommended that the Council authorize the Mayor to execute the Interlocal Agreement between the City of Lake Stevens and the City of Arlington to administer a joint Office of Public Defense Grant.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Donoghue to authorize the Mayor to execute the Interlocal Agreement between the City of Lake Stevens and the City of Arlington. The motion passed 5-0-0-2.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to authorize the City to Enter into Grant Agreement No. IAA26059 with WA Office of Public Defense. The motion passed 5-0-0-2.

Amendment No. 5 to Agreement with Feldman & Lee, P.S. for Public Defense Social Service Program

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Shipman, to approve Amendment No. 5 to the Professional Services Agreement with Feldman & Lee, P.S. for Public Defense Social Services Program. The motion passed 5-0-0-2.

Discussion Items

Lakeview Flats Termination of Development Agreement Resolution No. 2022-08

Planning Manager Schmidt recommended that the Council discuss Resolution 2025-12 to terminate the Development Agreement for Lakeview Flat and bring it back for approval on December 16, 2025. This Resolution will come back as an action item at the next meeting.

Adjournment

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

The meeting adjourned at 8:06 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: Resolution to Approve Lake Stevens Annex to Snohomish County Comprehensive Emergency Management Base Plan

Contact Person/Department: Maximilian Roth, Human Resources

Budget Impact: NA

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Staff requests Council approval authorizing the Mayor to sign Resolution 2025-14

SUMMARY/BACKGROUND:

The City of Lake Stevens maintains a Comprehensive Emergency Management Plan, most recently updated in May 2024. The plan outlines the City's approach to emergency preparedness, response, recovery, and mitigation and aligns with FEMA's Comprehensive Preparedness Guide 101. The City also participates in an Interlocal Agreement with the Snohomish County Department of Emergency Management, which provides coordinated emergency management services and technical support.

Snohomish County Department of Emergency Management has requested that all ILA jurisdictions migrate their emergency management plans into annex formats under the County's base plan. In response, the City worked with the County to adapt its existing plan into a format aligned with the County's annex framework. The resulting Lake Stevens Comprehensive Emergency Management Plan Annex, dated December 16, 2025, retains the core content of the 2024 plan and incorporates minor updates needed for integration with the County framework. The annex also includes a new chapter on Community Lifelines that describes essential services and infrastructure required to sustain life and support recovery operations during disasters.

APPLICABLE CITY POLICIES:

LSMC Chapter 2.34 Emergency Management

ATTACHMENTS:

1. Lake Stevens CEMP Annex _ Resolution 2025-14_20251212
2. 2025 Lake Stevens CEMP Annex v1.2_ 12162025

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
RESOLUTION NO. 2025-14**

**A RESOLUTION OF THE CITY OF LAKE STEVENS,
WASHINGTON, ADOPTING A COMPREHENSIVE EMERGENCY
MANAGEMENT ANNEX AS PART OF THE SNOHOMISH COUNTY
EMERGENCY MANAGEMENT BASE PLAN.**

WHEREAS, all citizens and property within the City of Lake Stevens are at risk to a wide range of natural, technological, and man-caused hazards; and

WHEREAS, when such an unfortunate event occurs; local, county, state, and federal response agencies must be prepared to respond in a well-coordinated manner by developing and using an Incident Command System (ICS) in accordance with the National Incident Management System (NIMS) to protect the public and the natural resources and minimize property damage within the community; and

WHEREAS, this Comprehensive Emergency Management Plan Annex is needed to coordinate the response of emergency personnel and supporting services of all City of Lake Stevens agencies in the event of an emergency or disaster and during the aftermath thereof; and

NOW, THEREFORE, we the undersigned, by virtue of the power and authority vested in us by the laws of this State do hereby adopt the **Lake Stevens CEMP Annex**, dated December 16th, 2025. This plan can be put into action by the undersigned or our designee(s). Named organizations have the responsibility to prepare and maintain standard operating procedures and commit to the training and exercises required to support this plan.

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

Section 1. The City of Lake Stevens CEMP Annex dated December 16th, 2024, and attached as Attachment A is hereby adopted.

Section 2. This resolution shall take effect and be in full force upon passage and signature.

PASSED by the City Council of the City of Lake Stevens this 16th day of December, 2025.

Brett Gailey, Mayor

ATTEST:

Kelly Chellin, City Clerk

APPROVED AS TO FORM:

Gregg Rubstello, City Attorney

CITY OF LAKE STEVENS CEMP ANNEX

This Annex is a part of the Snohomish County Comprehensive Emergency Management Plan (CEMP) and provides specific information for City of Lake Stevens.

Promulgation Date:
December 16, 2025

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Promulgation

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
RESOLUTION NO. 2025-14**

**A RESOLUTION OF THE CITY OF LAKE STEVENS,
WASHINGTON, ADOPTING A COMPREHENSIVE EMERGENCY
MANAGEMENT ANNEX AS PART OF THE SNOHOMISH COUNTY
EMERGENCY MANAGEMENT PLAN.**

WHEREAS, all citizens and property within the City of Lake Stevens are at risk to a wide range of natural, technological, and man-caused hazards; and

WHEREAS, when such an unfortunate event occurs; local, county, state, and federal response agencies must be prepared to respond in a well-coordinated manner by developing and using an Incident Command System (ICS) in accordance with the National Incident Management System (NIMS) to protect the public and the natural resources and minimize property damage within the community; and

WHEREAS, this Comprehensive Emergency Management Plan Annex is needed to coordinate the response of emergency personnel and supporting services of all City of Lake Stevens agencies in the event of an emergency or disaster and during the aftermath thereof; and

NOW, THEREFORE, we the undersigned, by virtue of the power and authority vested in us by the laws of this State do hereby adopt the **Lake Stevens CEMP Annex**, dated December 16th, 2025. This plan can be put into action by the undersigned or our designee(s). Named organizations have the responsibility to prepare and maintain standard operating procedures and commit to the training and exercises required to support this plan.

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

Section 1. The City of Lake Stevens CEMP Annex dated December 16th, 2024, and attached as Attachment A is hereby adopted.

Section 2. This resolution shall take effect and be in full force upon passage and signature.

PASSED by the City Council of the City of Lake Stevens this 16th day of December, 2025.

Brett Gailey, Mayor

ATTEST:

Kelly Chellin, City Clerk

APPROVED AS TO FORM:

Gregg Rubstello, City Attorney

1. Forward

1.1 Approval and Implementation

The City of Lake Stevens' CEMP Annex establishes an all-hazards approach to enhance the City of Lake Stevens' ability to manage emergencies and disasters. It defines how emergency management will be coordinated within the City of Lake Stevens in order to save lives; protect public health, safety, property, the economy, and the environment; and foster a return to a normal way of life. It does this by:

- Identifying how organizations within the City of Lake Stevens coordinate to prepare for and mitigate against hazards of all kinds.
- Assigning responsibilities to organizations and individuals during emergencies that exceed the routine capability of any one agency.
- Setting forth lines of authority and organizational relationships.
- Describing how multi-agency actions will be coordinated.
- Identifying personnel, equipment, facilities, supplies, and other resources available within the City of Lake Stevens or by agreement with other jurisdictions.

This Annex was developed through collaborative efforts of the City of Lake Stevens departments, public safety agencies, and Snohomish County Department of Emergency Management (DEM). This Annex applies to emergency management activities coordinated by the City of Lake Stevens.

This version dated December 16, 2025 supersedes all previous editions.

2. Introduction

2.1 Purpose

This Annex (“Annex”) is an all-hazards annex to the Snohomish County (“County”) Comprehensive Emergency Management Plan (CEMP) for the City of Lake Stevens. The Annex describes how the City of Lake Stevens’ preparedness, response, and recovery activities are coordinated. The Annex may be applied to any incident, natural or human caused, that involves the response of multiple departments or agencies outside the scope of normal operations or has the potential to exceed normal capabilities.

The Annex describes how the City of Lake Stevens:

- Plans, trains, and exercises in preparation for disasters and emergencies.
- Partners with external stakeholders and community members to take an all-hazards, whole community approach to disaster preparedness, mitigation, response, and recovery.
- Identifies and implements mitigation strategies that reduce vulnerability to hazards.
- Establishes and enacts lines of authority and partnerships to execute tasks and responsibilities.
- Clarifies functions and responsibilities of participating and cooperating departments, agencies, municipalities, organizations, and individuals.
- Develops processes to effectively return the City of Lake Stevens to normal as soon as possible.

2.2 Scope

This Annex coordinates prevention, response, and recovery efforts to disasters and emergencies impacting the incorporated area of the City of Lake Stevens. As an annex to Snohomish County’s CEMP, the Annex also describes the coordination between City of Lake Stevens and Snohomish County through the Department of Emergency Management (DEM) and the County’s Emergency Operations Center (EOC).

Each department and responsible entity identified in this Annex will use the annex and the County’s CEMP as the basis for development and implementation of plans, policies, procedures, and guides to direct response and recovery in the event of a disaster or emergency to the City of Lake Stevens.

The City of Lake Stevens will endeavor to make every reasonable effort to respond in the event of an emergency or disaster. However, municipal resources and systems may be overwhelmed. The responsibilities outlined in the CEMP will be fulfilled only if the situation, information exchange, extent of actual agency capabilities, and resources are available at the time. There is

no guarantee implied by this Plan that a perfect response to emergency or disaster incidents will be practical or possible.

This plan may be applied to any hazard, natural or human caused and is compatible with the Snohomish County and Washington State emergency plans.

3. Situation

3.1 Jurisdiction Profile and Demographics

Geography

The City of Lake Stevens is located in Snohomish County, roughly 6 miles northeast of Everett. The city extends over approximately 9.17 square miles with a 0.14 square mile lake at its center.

The land development is primary characterized by medium density residential housing with areas of commercial, mixed use, and industrial use in the very south, west, and northeast. There are homes, docks, and parks along the shore of the lake.

Population

The population of City of Lake Stevens was estimated at 41,540 in 2024, with continued growth expected. The median age of residents is 34.8 years, and approximately 11,440 individuals are under the age of 18. English is the primary language spoken in the city, while an estimated 14 percent of residents speak a language other than English at home. Among these, Spanish is the most common, followed by various Asian and Indo-European languages.

Utility Providers

The City of Lake Stevens is served by several primary utility providers. Electricity and water are provided by Snohomish County Public Utility District No. 1. Natural gas services are provided by Puget Sound Energy. Wastewater collection and treatment is managed by the Lake Stevens Sewer District. Solid waste and recycling services are provided by Waste Management.

Other Considerations

The city's major transportation routes are Highway 9 connecting the city to Arlington in the North and Snohomish in the South. Highway 92 connects the city to Granite Falls in the east. Highway 2 crosses the Snohomish River west of Lake Stevens and represents the main connection to the City of Everett and an important east-west corridor in Snohomish County.

The City of Lake Stevens operates a Police Department, Public Works, Planning and Community Development, Parks and Recreation as well as various administrative departments.

The City of Lake Stevens does not have its own fire department; Snohomish Regional Fire and Rescue have two stations located within the city which serve both the City of Lake Stevens and some of the nearby unincorporated areas.

3.2 Hazard Identification and Risk Assessment (HIRA)

The Snohomish County Hazard Mitigation Plan (HMP) is published separately, and the accompanying risk assessment provides information on potential natural, technological, and human caused hazards throughout the County. The dynamic and cascading variables of a disaster may alter this assessment.

The Hazard Identification and Risk Assessment (HIRA) identifies Snohomish County's hazards and their potential and estimated consequences (including impacts to residents, buildings and

infrastructure, the economy, and the natural environment.) The HIRA identifies those hazards the County is at risk from as the basis for an all-hazards approach to preparedness, mitigation, response, and recovery. The table below gives an overview of the 13 hazards, from highest to lowest, that City of Lake Stevens faces. For more information on each hazard, please refer to the City of Lake Stevens’ Annex in the Snohomish County Hazard Mitigation Plan.

Ranked Hazards	Local Description of Exposure and Vulnerability
<p>Earthquake & Tsunami</p>	<p>The City of Lake Stevens has limited direct exposure to tsunamis due to its inland location east of Puget Sound. However, regional disruptions from a major coastal event could cascade into local impacts, such as interruptions to transportation, utilities, and supply chains.</p> <p>Earthquake vulnerability is more significant, as the city is situated within the seismically active Puget Sound region and could experience ground shaking, infrastructure damage, and secondary hazards such as landslides, soil liquefaction, or utility failures. Cascading effects from these events could include interruption to transportation, extended power outages, impaired emergency response, disruptions to schools and businesses, and strained regional resources needed for recovery.</p>
<p>Disease Outbreak</p>	<p>The City of Lake Stevens had notable exposure to disease outbreak as many residents travel outside of the city for work. Outbreaks on the local, regional, and global scale could significantly affect Lake Stevens.</p> <p>Potential impacts include closures of schools, workplaces, and community spaces. Along with the increased demand for healthcare, economic disruptions, and supply chain shortages or delays.</p>
<p>Hazardous Materials</p>	<p>The City of Lake Stevens has defined exposure to hazardous materials incidents due to major fuel pipelines and transportation corridors crossing its northern limits. The Williams Gas Pipeline West runs through the northeastern city boundary, while the BP Olympic Pipeline crosses the northwestern edge, and the Puget Sound Energy pipeline also runs near the northern city limits. While most incidents are expected to be small and localized—such as vehicle spills or minor facility leaks—pipeline accidents could have more severe consequences, including evacuations, shelter-in-place orders, and risks to public health and safety. Cascading impacts may include road closures, utility disruptions, environmental contamination, and economic losses for affected neighborhoods and businesses. Public concern and long-term cleanup or remediation could further strain community resources in the event of a significant release.</p>

<p>Cybersecurity</p>	<p>The City of Lake Stevens has increasing risk to cyber incidents as more of city work is moved online. Cyberattacks or other digital disruptions could impair critical systems, networks, and services within the city. Depending on the severity, impacts may include communications failures, data loss, service interruptions, and disruption of essential public and private operations.</p>
<p>Mass Earth Movement</p>	<p>The City of Lake Stevens faces limited but notable exposure to landslides and slope instability, particularly in areas with steep terrain around the lake and adjacent hillsides. These events are typically localized but can block roads, damage property, and disrupt utilities or drainage systems.</p> <p>Cascading impacts may include temporary isolation of neighborhoods, detours for emergency response, and increased flooding.</p>
<p>Volcano</p>	<p>The City of Lake Stevens has no direct exposure to volcanic eruption impacts but remains vulnerable to indirect effects from regional volcanic activity in the Cascade Range. Ash fall from a major eruption could degrade air quality, damage infrastructure, disrupt transportation, and strain health systems, particularly for vulnerable populations. Secondary impacts may include contamination of water sources, increased demand for sheltering, and long-term cleanup needs from ash deposits. Cascading effects could also disrupt utilities, schools, and businesses, while creating economic and environmental stress across the broader region.</p>
<p>Wildfire</p>	<p>The City of Lake Stevens is classified as having a very low direct wildfire risk, reflecting its largely urban setting and minimal wildland–urban interface according to a Wildfire Risk Analysis conducted by Snohomish County Department of Emergency Management, August 22, 2023. Nonetheless, regional wildfires frequently impact the city through degraded air quality. Large-scale fires within the city are unlikely, but smaller fires in nearby areas could still pose threats to infrastructure or transportation. Cascading impacts are more likely to stem from regional wildfire smoke—including school and business closures, increased demand for sheltering from poor air, and elevated health risks for vulnerable populations. Climate change may amplify these indirect effects by increasing the frequency and severity of wildfires across the broader region.</p>
<p>Extreme Heat & Drought</p>	<p>The City of Lake Stevens faces increasing exposure to heat and drought, with climate change projected to intensify the frequency and severity of both hazards. While local water bodies provide some cooling, prolonged heat waves may threaten public health, increase wildfire risk, and stress the energy grid through higher cooling demand.</p>

	Drought conditions can reduce water availability, damage landscaping and natural habitats, and heighten wildfire risk in surrounding forested areas. Cascading impacts may include degraded air quality from wildfire smoke, economic losses, and heightened risks for vulnerable populations such as seniors, children, and those with preexisting health conditions.
Aircraft Accident	The City of Lake Stevens has limited exposure to aircraft accidents, as there are no commercial airports within city limits. Private seaplanes also occasionally use Lake Stevens for takeoff and landing. In addition, Paine Field in Everett and several smaller private airstrips are located nearby, which adds some degree of regional exposure. While large-scale incidents are unlikely, an accident could cause localized property damage, casualties, traffic disruptions, or hazardous materials concerns. Cascading impacts may include emergency response strain, road closures, environmental cleanup, and heightened public concern.
Severe Weather Events	<p>The City of Lake Stevens regularly experiences severe weather events such as windstorms, snow, and ice, which have historically had significant local impacts. Strong winds and ice storms frequently down trees and power lines, causing power outages, blocked roads, and property damage. Heavy snow events have disrupted schools, businesses, and emergency response.</p> <p>Climate change is expected to increase the severity and recurrence of such events, amplifying cascading impacts such as prolonged power outages, recurring strain on public works and utility crews, economic losses from closures, and heightened risks to vulnerable populations during extended outages or cold conditions.</p>
Dam Failure	The City of Lake Stevens has no direct exposure to dam failure but remains at risk for indirect impacts from dams nearby. There can be disruption to transportation, communication, and stress of shared infrastructure.
Flood	<p>The City of Lake Stevens is moderately exposed to flood hazards, primarily from heavy rainfall, surface water runoff, and rising lake or stream levels rather than large river flooding.</p> <p>These events may cause minor road closures, property damage, and stress on stormwater infrastructure. Indirect impacts can include short-term school or business disruptions, temporary detours, and localized public health concerns such as mold or minor water contamination.</p>
Active Assailant	The City of Lake Stevens has some exposure to active assailant incidents, consistent with risks faced by communities across the region. While such events are relatively rare, they can occur in public spaces such as schools (15 school facilities in Lake Stevens),

	government facilities, or community gatherings, resulting in casualties, trauma, and significant disruption to daily life. Cascading impacts may include road closures, school or facility lockdowns, hospital surge demands, and strain on law enforcement resources. Longer-term effects can include economic disruption, reduced community confidence, and heightened mental health needs for both victims and the broader community.
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3.3 Economy

The major employers of the City of Lake Stevens include the school district, city government, and the grocery/retail industry adding up to an estimated 6,800 jobs in 2023. There are 14,704 housing units within the city, meaning a large number of people commute outside of the city to work. The 2022 Census data reports that 18,828 people commute outside city boundaries to work, while 5,168 people commute into the city for work. 1,439 people both live and work within the city. Tourism in Lake Stevens includes the museum, the lake, and events that take place in the city.

3.4 Government Structure

Lake Stevens is a non-charter code city operating under a Mayor-Council form of government as authorized by Washington State law in RCW Chapter 35A. The Mayor is elected citywide to a four-year term and serves as the executive head of the city government. The City Council has seven members who are elected at large to four-year staggered terms. The Council is the legislative body responsible for adopting ordinances, policies, and the city budget under the authority of RCW Title 35A. Regular Council meetings take place on the second and fourth Tuesdays of each month. Workshop meetings are generally held on the first and third Tuesdays or on other scheduled days for discussion and study and no official action is taken unless the meeting is legally noticed for that purpose.

The city’s appointed leadership includes the City Administrator, City Clerk, Police Chief, Planning and Community Development Director, Public Works Director, and other administrative department heads. The city also has several boards and commissions that provide advice to the Council on specific topics. These groups are composed of volunteer community members and property owners and are appointed by the Mayor with Council approval. Boards and commissions include the arts commission, civil service commission, library board, parks board, planning commission which also conducts design review, and the zoning board which is composed of City Council members.

The City of Lake Stevens offers a range of public services that support community safety, livability, and daily operations. These services include police protection, emergency management, public works with street and stormwater divisions, parks and recreation, planning and land use permitting, code enforcement, and various community programs. The city also provides administrative services such as finance, human resources, and customer service. The table below outlines the departmental structure of the City of Lake Stevens:

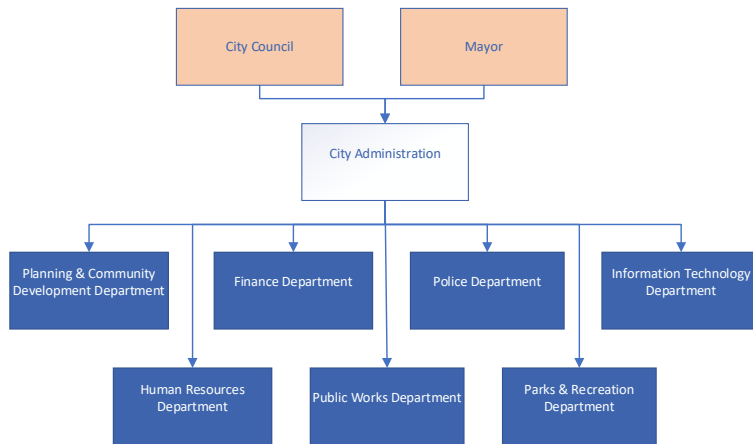


Figure 1: City of Lake Stevens Government Structure Organizational Chart

3.5 Operations

The City of Lake Stevens organizes and manages its emergency management activities utilizing the concepts and principles described in the October 2017 National Incident Management System (NIMS) and Incident Command System (ICS) to guide emergency operations.

In accordance with the RCW, overall direction and control of the emergency management operations within its political subdivision is the responsibility of the City of Lake Stevens Mayor. The Mayor or their successors have the power to request proclamation of emergencies from City Council and direct coordination and cooperation between departments in carrying out provisions of this emergency management plan.

The Lake Stevens Emergency Operation Center (EOC) is organized in an ICS-like structure and staffed by representatives of City of Lake Stevens departments. An organizational chart can be found in **Error! Reference source not found.** EOC activation operation and staffing procedures are outlined in the Lake Stevens Emergency Operation Guide.

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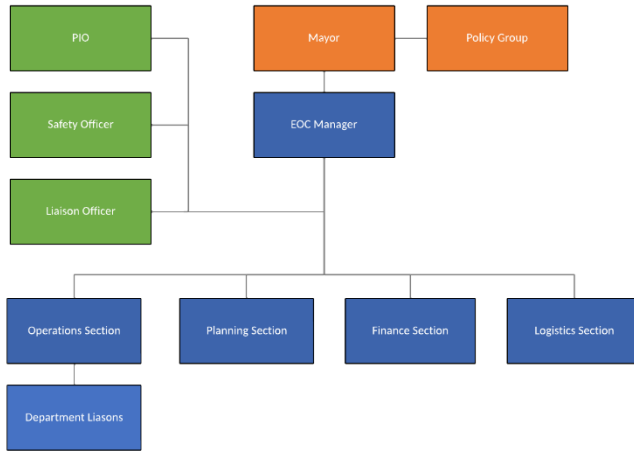


Figure 2: City of Lake Stevens EOC Organizational Chart

3.6 Whole Community

The whole community approach to emergency management refers to a commitment to incorporating participation and input from partners in the private and nonprofit sectors, including nongovernmental organizations and the public into emergency preparedness activities. The importance of the whole community in emergency management planning is that individuals, families, businesses, government, nonprofit and faith-based organizations come together to prepare for disasters and represent the needs of their respective communities. This includes those with limited English proficiency, access and functional needs, aging populations, children, and those from culturally diverse backgrounds. This Annex endeavors to engage the whole community during the planning process.

Whole community also includes a determination of the best ways to organize and strengthen resources, capacities, and interests. Engaging in whole community emergency management planning builds a more effective path to societal security and resilience. This Annex supports the following whole community principles:

- Understand and meet the needs of the entire community, including people with disabilities and those with other access and functional needs.
- Engage and empower all parts of the community to assist in all phases of the disaster cycle, including those who do not speak English as a primary or native language.
- Strengthen activities that work well daily to be leveraged in a disaster response.

In keeping with the whole community approach, this Annex was developed with the guidance of representatives from all City of Lake Stevens' departments, Snohomish Regional Fire and Rescue, Lake Stevens School District, law enforcement agencies, emergency management agencies and various other stakeholders.

3.7 Planning Assumptions

The following assumptions apply to this Annex:

- Local authorities maintain operational control and responsibility for emergency management activities within their jurisdiction, unless otherwise superseded by statute or delegation of authority.
- Some emergencies or disasters will occur with enough warning that appropriate notification can be achieved to ensure some level of preparation. Other situations will occur with no advanced warning.
- Priority of response and recovery will be to protect life, property, the environment, and the economy.
- An incident may overwhelm the capabilities of the jurisdiction or the County to provide prompt and effective emergency response and recovery.
- If the situation is beyond the response or recovery capabilities of the jurisdiction or county department, then the jurisdiction, county department, or outside agency will request activation of the County's Emergency Operations Center (EOC) which, as available and appropriate, will coordinate with other city, town, tribal, county, State, and Federal emergency management agencies and responders.
- Response and recovery are best coordinated at the lowest level of government.
- Infrastructure damage after a major disaster could cut parts of the county off from assistance. County residents, businesses, and industries need to be prepared to be self-sufficient following a disaster for a minimum of fourteen days.
- Communications systems may be overloaded and/or suffer physical disruption from incident damage and/or loss of staff.
- Emergency personnel may be casualties of the incident, preventing them from performing their assigned emergency duties.
- Separate or cascading incidents may complicate response and recovery operations.
- Survivors may be in life-threatening situations requiring immediate rescue and medical care. Resources for these rescues may not be available.

- Damage to lifeline infrastructure such as roads, rail, air transportation facilities, ports, seaport terminals, communications systems, and utilities (water, power, gas) may hinder emergency response efforts, as well as impact normal distribution of public/private resources (food, fuel, water, etc.).
- The County may be unable to satisfy all emergency resource requests during an emergency or disaster. The arrival of state and/or federal assistance may be delayed dependent upon the magnitude of the disaster.
- Emergency management activities are accomplished using the National Incident Management System (NIMS).
- Before requesting EOC resources, normal operational and mutual aid requests must be exhausted or are forecasted to be exhausted.
- The Annex and activities will align with State and Federal plans unless they inhibit the response and recovery efforts of activities at the local level.
- Department and agency supporting plans and procedures are updated and maintained by responsible parties but align with this Annex.
- The Annex may not cover all aspects of every disaster but provides a framework response to all hazards.
- Vulnerable populations (including but not limited to those who may have special health or medical conditions, disabilities, access and functional needs, limited English proficiency, children, or those that may be experiencing homelessness) have unique needs and may require additional assistance before, during, and after disaster.
- Mitigation activities conducted prior to an emergency or disaster may reduce loss of life, injuries, and damage.

4. Organization, Roles, and Responsibilities

4.1 Responsibilities and Tasks by Phase

Phase of Emergency Management	Chief Elected Official – Mayor
Preparedness	<ul style="list-style-type: none"> Participate in training related to emergency response, recovery, or emergency operations. Establish policy and make major decisions. Conduct public hearings and/or meetings and take action to inform the public and identify emergency needs.
Response	<ul style="list-style-type: none"> Proclaim local emergency. Provide visible leadership to the community and interact with the media through the Joint Information System. Request assistance from Snohomish County DEM, including the Joint Information Center, if necessary. Execute emergency activities authorized by City Code. Carry out the duties of the Office of the Mayor. Maintain continuity of government. Order evacuations as necessary. Ensure the implementation of emergency response and recovery plans Suspend local ordinances when necessary to support emergency operations.
Recovery	<ul style="list-style-type: none"> Rescind emergency proclamations
Emergency Operations Center	<ul style="list-style-type: none"> Provide policy direction.

Phase of Emergency Management	City Council
Preparedness	<ul style="list-style-type: none"> Participate in training related to emergency response, recovery, or emergency operations. Adopt and enact ordinances/resolutions and appropriate revenue.
Response	<ul style="list-style-type: none"> Appropriate emergency funds to meet community needs. Maintain continuity of government. Issue Proclamation of Emergency requested by the Mayor. Fill vacancies of elective officials.

Commented [EB4]: look at rcw

	<ul style="list-style-type: none"> • Activate specific legal authorities (disaster declarations, evacuations, states of emergency, and other protective actions). • Coordinate with the PIO/Joint Information Center (JIC) to keep the media and public informed. • Request assistance through the EOC. • Resolve any resource allocation conflicts. • Coordinate with other elected officials and senior executives, including state and Federal offices, legislative delegations, and other dignitaries, to implement protective actions and ensure constituents' safety and welfare. • Request and authorize release and approval of funding.
Recovery	<ul style="list-style-type: none"> • Review and allocate funding as needed.
Emergency Operations Center	<ul style="list-style-type: none"> • Participate in a MAC Policy Group, if required.

Commented [EB5]: look inton who this would be

Phase of Emergency Management	Emergency Management Coordinator
Preparedness	<ul style="list-style-type: none"> • Designate local responsibility for updating this Annex. • Coordinate emergency management program. • Coordinate activities of local agencies in preparing and responding to disasters. • Participate in training related to emergency response, recovery, or emergency operations. • Communicate training needs of the jurisdiction to Snohomish County DEM for inclusion in the countywide Integrated Preparedness Plan. • Attend DEM quarterly EOC trainings to maintain EOC skills. • Review and update this Annex and any appendices at a minimum once every five years.
Response	<ul style="list-style-type: none"> • Provide communication coordination for response agencies during a disaster. • Warn the public of impending disasters and provide adequate instructions before, during, and after an emergency. • Assist the Mayor with public information in coordination with the Joint Information System during response. • Collect and share damage observations, incident reports, or other disaster analysis reports with the County EOC, if activated.

	<ul style="list-style-type: none"> Maintain local operational coordination of disaster response.
Recovery	<ul style="list-style-type: none"> Act as point of contact for requesting disaster assistance, other than mutual aid, from other governmental agencies. Collect damage assessments, incident reports, or other disaster analysis reports as necessary. Submit damage assessment information to DEM for potential public and individual assistance programs. Responsible for soliciting input and conducting an after-action review with each department involved in the disaster.
Emergency Operations Center	<ul style="list-style-type: none"> Staff EOC as required. Coordinate facilities, staff, and equipment availability and use. Coordinate with the Snohomish County EOC.

Phase of Emergency Management	Finance Department
Preparedness	<ul style="list-style-type: none"> Prepare and maintain disaster spending policies, including Lake Stevens Procurement Policy. Participate in training related to emergency response, recovery, or emergency operations.
Response	<ul style="list-style-type: none"> Ensure disaster related expenditures are made in accordance with applicable laws, regulations, and accounting procedures.
Recovery	<ul style="list-style-type: none"> Participate in potential public and individual assistance programs in coordination with the County. Participate in a post-disaster analysis of departmental emergency activities and make necessary revisions to internal emergency operations plan.
Emergency Operations Center	<ul style="list-style-type: none"> Document emergency related costs and activities. Make staff available to support the EOC finance sections or other appropriate sections as needed.

Phase of Emergency Management	City Clerk
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Preparedness	<ul style="list-style-type: none"> • Participate in training related to emergency response, recovery, or emergency operations. • Maintain critical working documents relevant for City operation such as emergency orders and directives.
Response	<ul style="list-style-type: none"> • Secure and maintain public records as necessary. • Coordinate official public communication through the designated Public Information Officer (PIO). • Maintain legislative processes to support uninterrupted city governance and decision-making.
Recovery	<ul style="list-style-type: none"> • Review and inventory disaster related documents and records. • Coordinate the process for rescinding emergency orders. • Participate in a post-disaster analysis of departmental emergency activities and make necessary revisions to internal emergency operations plan.
Emergency Operations Center	<ul style="list-style-type: none"> • Make staff available to support the EOC Finance Section or other section as needed

Phase of Emergency Management	Human Resources Department
Preparedness	<ul style="list-style-type: none"> • Develop and maintain volunteer management policies. • Coordinate Union and Guild contract negotiations to include provision for emergency response. • Maintain employee emergency contact information. • Participate in training related to emergency response, recovery, or emergency operations.
Response	<ul style="list-style-type: none"> • Administer workers' compensation claims in accordance with policy and regulatory requirements. • Manage and process Out-of-Class pay adjustments. • Provide guidance on union contract administration and compliance.
Recovery	<ul style="list-style-type: none"> • Process property and liability claims.
Emergency Operations Center	<ul style="list-style-type: none"> • Make staff available to support the EOC logistics sections or other appropriate sections as needed.

Phase of Emergency Management	Parks and Recreation Department
Preparedness	<ul style="list-style-type: none"> Develop plans for emergency sheltering and/or feeding in parks following a disaster. Participate in training related to emergency response, recovery, or emergency operations. Maintain working list of equipment.
Response	<ul style="list-style-type: none"> Provide support to Public Works for debris removal, traffic control, road closures and perimeter control. Work with partners to set up distribution and reunification centers. Coordinate the use of parks for staging areas during disaster response. Conduct damage assessment specific to Parks facilities.
Recovery	<ul style="list-style-type: none"> Participate in a post-disaster analysis of departmental emergency activities and make necessary revisions to internal policies and procedures.
Emergency Operations Center	<ul style="list-style-type: none"> Provide staff for operations section (Parks and Recreation Supervisor). Provide staff for Logistics Section (Parks and Recreation Administrative Assistant).

Phase of Emergency Management	Planning and Community Development
Preparedness	<ul style="list-style-type: none"> Develop emergency evacuation plans for municipal buildings. Develop plans to address land use, environmental impact and related mitigation activities following a disaster. Participate in the countywide hazard mitigation planning process. Identify partnerships for recovery services and supplies and solidify agreements. Participate in training related to emergency response, recovery, or emergency operations. Ensure all paper copies of forms, zoning and address maps are in each city vehicle. Coordinate and compile a map and list of high-risk housing and emergency service facilities in the city and ensure that maps are in each vehicle and EOC.

- Commented [CM6]:** This is on my list I just haven't gotten to this project yet. If our Intern has time this would be very helpful-If they would assist us.
- Commented [MR7R6]:** Unfortunately, my emergency intern has left already. Can one of your planning interns maybe take this on? I'll leave the language as.
- Commented [AB8R6]:** @Carol Manus I can work with the Planners on the zoning maps. Can you clarify what forms are required?
- Commented [MR9]:** Should this be moved under the preparedness section to be done before an emergency?

	<ul style="list-style-type: none"> • Create training for building and land use permit review and documentation process and ensure staff knows how to implement and retain documents for future input into digital permitting system. • Practice with city staff what the response actions look like for the building and planning department response members.
Response	<ul style="list-style-type: none"> • Coordinate and compile initial damage observation and safety evaluation of essential municipal buildings following disaster • Coordinate building inspection teams and assign staff sections of the city with a planner partner to assist and document. Two response employees per vehicle • Analyze, map, and disseminate damage observations and safety evaluations to the Lake Stevens EOC and local officials
Recovery	<ul style="list-style-type: none"> • Evaluate infrastructure repair with Public Works, balancing short-term emergency repairs with opportunities for larger renewal projects that may be associated with a rebuild plan. • Long-term community recovery efforts will focus on permanent restoration of infrastructure, housing, and the local economy, with attention to mitigation of future impacts of a similar nature. Additionally, recovery efforts will be initiated, implemented, and completed as possible, based on available resources and the overall post-disaster situation. • Support long-term efforts to promote building/rebuilding, sustainability, and other aspects of community recovery. • Provide for streamlined permitting process in the wake of disaster to facilitate recovery efforts. • Conduct permit reviews for emergency and permanent repairs.
Emergency Operations Center	<ul style="list-style-type: none"> • Make staff available to support the EOC planning sections or other appropriate sections as needed.

Commented [MR10]: I assume your department is also conducting damage assessment for non-municipal buildings? We should have a bullet point for this that clearly states that. Also if you are doing windshield surveys, that would be another good bullet point.

Commented [MR11]: Small correction here: please report observations to City EOC who will then coordinate w. County

Phase of Emergency Management	IT Department
Preparedness	<ul style="list-style-type: none"> • Participate in training related to emergency response, recovery, or emergency operations. • Maintain information technology solutions critical for emergency response operations.
Response	<ul style="list-style-type: none"> • Maintain network and communication systems to support uninterrupted emergency operations.

	<ul style="list-style-type: none"> • Provide immediate technical support for critical systems including incident management platforms and communication tools. • Provide GIS support to IC and EOC such as producing maps, situational data layers, and location information needed for response activities.
Recovery	<ul style="list-style-type: none"> • Restore network services, critical applications, and data systems to support normal government operations. • Provide technical support to departments, including setting up temporary workstations and ensuring reliable communication tools for ongoing recovery activities.
Emergency Operations Center	<ul style="list-style-type: none"> • Make staff available to support EOC operations as necessary.

Phase of Emergency Management	Public Works Department
Preparedness	<ul style="list-style-type: none"> • Support development of emergency plans such as debris removal plan, fueling plan, communications plan, etc. • Participate in training related to emergency response, recovery, or emergency operations. <ul style="list-style-type: none"> • Maintain working list of equipment and material. • Conduct routine maintenance to include stormwater system maintenance and hazard tree removal. • Maintain 70% fuel level (gasoline and diesel) in fueling station at Public Works facility at all times. • Maintain emergency generator and 70% propane levels at Public Works facility. • Maintain and service emergency generator at Police Station and keep diesel tank full.
Response	<ul style="list-style-type: none"> • Maintain and/or repair major thoroughfares for emergency vehicles. • Keep storm water systems operational. • Provide information on current road conditions. • Provide barricades and other traffic control equipment as needed. • Provide refuse and/or debris removal or disposal. • Conduct windshield surveys within City limits.

	<ul style="list-style-type: none"> • Provide damage assessment reports to EOC. • Assist with search and rescue operations. • Assist with establishing emergency power (hook up generators) to city facilities. • Provide equipment and operators to assist other agencies/departments with disaster responsibilities. • Investigate hazardous material spills and coordinate response with Department of Ecology. • Assist outside agencies in emergency response activities as resources allow.
Recovery	<ul style="list-style-type: none"> • Assess post-event serviceability of facilities and structures. • Participate in a post-disaster analysis of departmental emergency activities and make necessary revisions to internal policies and procedures. • Provide damage reports and repair costs assessments. • Coordinate use of city facilities for staging areas
Emergency Operations Center	<ul style="list-style-type: none"> • Provide staff for operation section (Public Works Operation Manager). • Provide staff for logistic sections (Public Works Inventory Control Specialist). • Provide staff for planning section (Public Works Environmental Programs Manager). • Provide staff for secondary PIO

Phase of Emergency Management	City of Lake Stevens Police Department
<ul style="list-style-type: none"> • Preparedness 	<ul style="list-style-type: none"> • Support development of emergency plans. • Participate in training related to emergency response, recovery, or emergency operations.
<ul style="list-style-type: none"> • Response 	<ul style="list-style-type: none"> • Mobilize and deploy law enforcement and traffic control operations. • Provide damage assessment surveys and report into EOC. • Enforce laws and apprehend offenders. • Provide animal control services.

	<ul style="list-style-type: none"> Assist the Snohomish County Coroner’s office with temporary morgue management. Collect and evaluate information about the incident and forward to the Emergency Operation Center (EOC) as appropriate. Use suitable crowd and traffic control procedures to limit access to the disaster area and/or provide on scene perimeter control. Assist in warning and carryout the evacuations. Provide field Incident Commander for: <ul style="list-style-type: none"> Traffic Accident Civil Disturbance Major Electrical Outage Terrorism Bomb Threat Carry out search and rescue missions. Provide mutual aid as available.
Recovery	<ul style="list-style-type: none"> Assist with security for damaged infrastructure, critical facilities, and recovery operations. Coordinate with emergency management and other agencies to document impacts, support investigations, and provide updated public safety information.
Emergency Operations Center	<ul style="list-style-type: none"> Make staff available to support the EOC as needed.

4.2 Support Agency Responsibilities and Tasks

Support Agency	Roles and Responsibilities
Snohomish Regional Fire and Rescue	<p>Purpose Statement: Snohomish Regional Fire and Rescue provides emergency response, fire suppression, rescue, and life safety services to protect the residents, property, and environment of Lake Stevens during emergencies.</p> <p>Preparedness</p> <ul style="list-style-type: none"> Snohomish Regional Fire and Rescue provides fire and medical service for City of Lake Stevens. Participate in training related to emergency response, recovery, or emergency operations. Maintain current suggested operating guidelines for the department’s disaster responsibilities.

- Commented [EB12]: Fill in table, some information found in Lake Stevens CEMP Section 4.4, 4.1, 4.2, additional information needs to be found
- Commented [MR13R12]: done
- Commented [EB14]: Agencies listed are just ideas at the moment, need to check in with each agency and this needs to be worked on at the workshop
- Commented [MR15R14]: done

	<p>Response</p> <ul style="list-style-type: none"> • Provide command and control for fire/hazmat field operations through established Incident Command Posts. • Mobilize and deploy fire resources for the protection of life, property, and the environment. • Provide fire suppression services. • Provide hazardous materials incident command and radiological monitoring. Coordinate with other government agencies as appropriate. • Provide light and heavy rescue response. Coordinate with other government agencies as appropriate. • Provide emergency medical services. When necessary and resources are available, coordinate the establishment of first aid stations, temporary medical treatment facilities and morgues within the jurisdiction. Coordinate transportation to hospitals. • Direct or support evacuation efforts as appropriate. • Provide support to the Emergency Management Coordinator in the dissemination of emergency warning information to the public. • Provide support to other departments in traffic control, emergency warnings, road closure and protection of property as appropriate. • Participate in initial jurisdiction-wide damage observation as appropriate, including the observation of department facilities. • Provide direction and leadership to department staff while fulfilling emergency management responsibilities. • Assist with search and rescue operations. • Conduct windshield survey within City limits. • Assist Police with alerting and warning, evacuation efforts, and traffic and crowd control as needed. • Collect and evaluate information about the incident and forward to the Emergency Coordination Center (EOC). • Provide on-scene medical assistance. • Provide the field Incident Commander for: <ul style="list-style-type: none"> ○ Fire ○ Flood ○ Hazardous Materials ○ Earthquake ○ Downed Aircraft ○ Radiological Incidents ○ Industrial Accidents ○ Severe Weather • Provide damage assessment reports to the EOC. • Provide on the water support when appropriate. <p>Recovery</p>
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	<ul style="list-style-type: none"> • Continue providing medical and fire services to the city. <p>Emergency Operations Center</p> <ul style="list-style-type: none"> • Make staff available to the EOC as appropriate.
<p>Lake Stevens Senior Center</p>	<p>Purpose Statement: Assist in the sheltering of people during heat events and coordinate with City Emergency Operation Center.</p> <p>Tasks:</p> <ul style="list-style-type: none"> • Provide daytime cooling shelter.
<p>Lake Stevens School District</p>	<p>Purpose Statement: Support the safety and well-being of students and staff while coordinating with the City during emergencies to maintain continuity of education and community safety.</p> <p>Tasks:</p> <ul style="list-style-type: none"> • Provide Facilities for Emergency Use: make school buildings and grounds available for emergency operations, shelters, or staging areas in coordination with city officials. • Communicate with families and city officials: maintain timely and accurate communication with parents, guardians, and the City’s Emergency Operations Center regarding emergency status, school closures, and safety instructions.
<p>Lake Stevens Sewer District</p>	<p>Purpose Statement: Ensure safe and continuous operation of wastewater systems and support the City’s emergency response to protect public health and the environment.</p> <p>Tasks:</p> <ul style="list-style-type: none"> • Maintain Critical Sewer Infrastructure Operations: Ensure continued function of wastewater treatment and sewer systems during emergencies, prioritizing facilities that, if disrupted, could pose public health risks. • Coordinate Emergency Response and Containment: Work closely with the City’s Emergency Operations Center and other utilities to manage sewage overflows, mitigate contamination, and implement protective measures for public health and the environment. • Provide Technical Support and Situation Reporting: Monitor sewer system status during incidents and provide timely updates to city officials, including data on system capacity,

	<p>failures, or hazards that may impact emergency response efforts.</p>
<p>Snohomish County Department of Emergency Management</p>	<p>Purpose Statement: Be leaders and integral partners in all five phases of emergency management: prevention, mitigation, preparedness, response and recovery, and support efficient, reliable, and integrated 911 service in order to enhance the resilience of Snohomish County.</p> <p>Tasks:</p> <ul style="list-style-type: none"> • Provide 24/7 Duty Office support for emergency management related requests. • Provide PIO assistance in developing coordinated messaging and alert and warning. • Provide DEM resources such as MITRU or other incident support trailers, generators, as requested and available. • Coordinate countywide emergency management training and exercise needs through the Integrated Preparedness Plan. Host requested trainings and exercises. • Participate in countywide and state level planning efforts. • Assist partners in the development of disaster-related plans including CEMP and HMP Annexes, COOP/COG, and EOC plans. • Maintain emergency management plans including the CEMP, HMP, and Disaster Recovery Framework. • Provide EOC and technical support. • Activate and manage the County EOC in response to disasters, including the JIC if required. • Coordinate resource requests to county, state and federal agencies. Deploy liaisons to local EOCs as appropriate and available. • Coordinate Individual Assistance and/or Public Assistance requests with Washington State and FEMA. • Provide public information, education, and outreach on emergency preparedness. • Coordinate with the dissemination of public alerts and warnings. • Provide radio and communications support and Auxiliary Communications Services volunteers. • Coordinate disaster recovery activities.

Commented [JH16]: Added DEM and standard language to be included across all partner CEMP Annexes.

4.3 Direction, Control, and Coordination

4.3.1 Direction

The Mayor, or designee, of City of Lake Stevens is responsible for establishing objectives and policies for City of Lake Stevens' emergency response, in concert with the County EOC, and providing general guidance for local disaster response and recovery operations.

Overall direction will be communicated internally through Easy Alert and Microsoft Teams. External communication will be primarily conducted using Microsoft Teams. If Teams is unavailable, communication will transition to phones and radios.

Upon activation of the Lake Stevens EOC, the Public Information Officer (PIO) will serve as the primary point of contact for public communications, using the following methods:

- City-managed social media platforms
- City website
- CivicPlus Alerts / RAVE Alert

4.3.2 Control

The on-scene Incident Commander is responsible for field operations. Some field operations can be handled independently of an EOC, and others require greater coordination with one. The Incident Commander is responsible for the following:

- Direct and control the on-scene response to the emergency and managing the emergency resources committed.
- Demobilization of resources or staff that have exceeded their capacity, functionality, and/or lifecycle, or are no longer needed or projected to be necessary.
- Initiating warning to the population in the impacted incident area and providing emergency instructions.
 - For mass alerting (Reverse 911, EAS, WEA) County DEM or Snohomish 911 will create and send messaging throughout the County, based on direction from the on-scene Incident Commander.
 - If the County Joint Information System is activated, alerts will be coordinated there.
- Determining and implementing protective measures, evacuation or in-place sheltering, for the population in the impacted incident area and for emergency responders at the scene.
- Implementing traffic control arrangements in and around the incident scene.
- Requesting additional resources from the City of Lake Stevens' EOC, County EOC, or County Duty Officer.

During emergency operations, department heads retain administrative control over their employees and equipment. However, personnel and equipment assigned to the incident carry out mission assignments directed by the Incident Commander. This may include working outside normal jurisdictional boundaries.

4.3.3 Coordination

When the City of Lake Stevens EOC is activated, there is a clear division between the responsibilities of an Incident Commander and the Jurisdiction or County EOC. For a list of responsibilities of an Incident Commander, see 4.3.2.

The City of Lake Stevens EOC, when activated, is generally responsible for:

- Assembling accurate information on the emergency and current resource data to allow local officials to make informed decisions on courses of action.
- Receiving information from the Incident Commander, governmental departments, and the public. Providing reports and situational awareness information to the County EOC, if activated.
- Working with representatives of emergency services to determine and prioritize required response actions and coordinate implementation.
- Providing resource support for emergency operations; when local resources are exhausted, requesting additional people, equipment, and supplies through the County EOC.
- Issuing instructions and providing emergency information to the public; coordinating public information with the Snohomish County Joint Information System, if activated.
- Organizing and implementing large-scale evacuations, with support from the County EOC.
- Organizing and implementing shelter and mass care arrangements for evacuees, with support from the County EOC.
- Coordinating traffic control for large-scale evacuations, with support from the County EOC.

Each of City of Lake Stevens' departments and entities identified in this Annex should develop an internal operational control structure consistent with NIMS. Through that system, each entity can participate in building, maintaining, and sharing a common operating picture consistent with the County EOC.

4.3.4 Snohomish County Coordination

Under normal conditions, County DEM operates a 24/7 Duty Officer program. The Duty Officer can be reached directly, or through 911, to address time-sensitive emergency management related questions or requests by the jurisdiction.

The Snohomish County EOC may be activated at the request of the City of Lake Stevens.

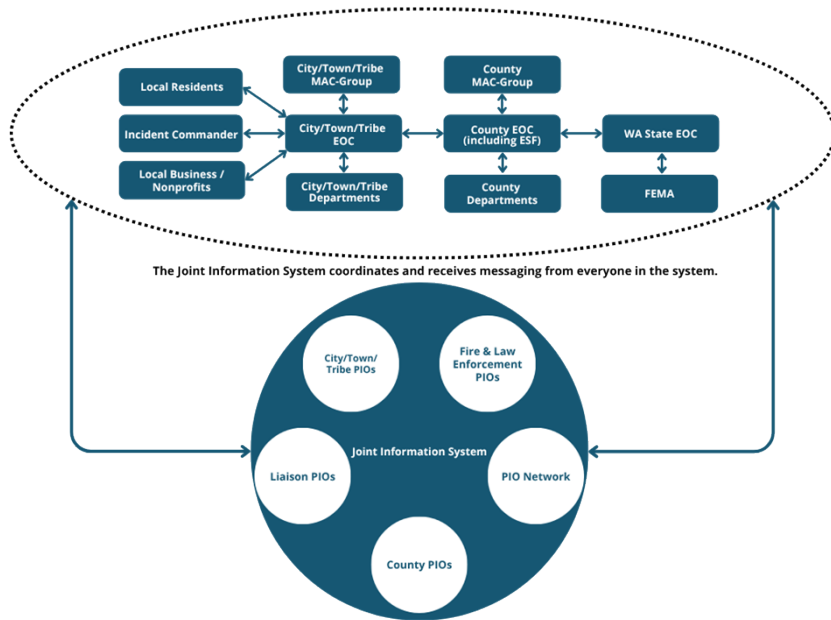
When activated, the County EOC is generally responsible for:

- Multi-agency coordination and incident command support.
- Coordination and implementation of policy decisions that protect life and property and disseminating those decisions to all concerned agencies and individuals.
- Assembling accurate information on the emergency and current data to maintain situational assessment and allow local officials to make informed decisions on courses of action.
- Working with representatives of emergency services to determine and prioritize required response actions and coordinate countywide implementation.
- Requesting assistance from the State and other external sources.
- Providing resource support for emergency operations including demobilization.
- Establishing and maintaining operational coordination and communications.

5. Information Collection, Analysis, and Dissemination

The accurate and timely collection, analysis, and sharing of information is critical in developing situational awareness during an emergency or disaster. This collation of information should result in creating a common understanding of the incident, also known as the Common Operating Picture (COP), from which appropriate responses can be formulated.

Below is an example to illustrate the flow of information during disaster response:



5.1 Essential Elements of Information

Essential Elements of Information (EEl)s are critical pieces of intelligence that agencies and responders need to successfully make decisions during response and recovery. EEl)s must be specific and measurable to help assess barriers for response and recovery. They must facilitate the efficient allocation of resources by providing clear understanding of the situation and the needs of the impacted area.

EEl)s may be used to support the development of a common operating picture, timely decision making, and a data-informed understanding of the supply chain. It is likely that, due to the unpredictable nature of disruptive events, each incident will require incident specific EEl)s that will need to be developed in real time. Snohomish County’s Towns and Cities provide the County EOC with EEl)s where it will be consolidated, analyzed, and disseminated to all partners, horizontally and vertically.

Information is shared through a variety of methods collectively comprising the common operating picture. These methods may include verbal reports, emails, situation reports, GIS-based data and displays, and other digital means of communication.


In the Snohomish County EOC, information flows to and from the public through ESF-15 by using a Joint Information Center (JIC) and Joint Information System (JIS).

5.1.1 Community Lifelines

Community Lifelines are the County’s preferred method for categorizing EEs in a meaningful way. FEMA Community Lifelines doctrine states, “Lifelines are the most fundamental services in the community that enable all other aspects of society to function. They are the integrated network of assets, services, and capabilities that are used day-to-day to support the recurring needs of the community. When disrupted, decisive intervention (e.g., rapid service re-establishment or employment of contingency response solutions) is required.” Using this construct determines how information is methodically framed, organized, and reported from the local level to the County EOC, to State Emergency Management, and to FEMA during response and recovery.

The Community Lifeline table for the City of Lake Stevens below lists corresponding components and subcomponents that, when analyzed, capture essential elements of information for response decision makers. Community Lifeline status information is shared reciprocally between the jurisdiction and the County.

During response, the jurisdiction is responsible for collecting information for these indicators and reporting the information to the County EOC. The County EOC is responsible for collecting information from jurisdictions and ESF representatives to build a countywide Community Lifelines. The countywide Community Lifelines is shared with local jurisdictions and the State EOC. The State EOC shares the information with FEMA.



Community Lifelines – Essential Elements of Information	
	<p>Safety and Security</p> <p>Law Enforcement/Security</p> <ul style="list-style-type: none"> • Police Station <ul style="list-style-type: none"> ▪ Is the Lake Stevens Police Station safe to enter/be and operational? ▪ Are sufficient patrol cars operational for the available staff? ▪ Are the IT resources within the building operational? • Law Enforcement <ul style="list-style-type: none"> ▪ Are sufficient police officers reporting for duty to fulfill the assigned task to meet incident objectives? • Site Security <ul style="list-style-type: none"> ▪ N/A • Correctional Facilities <ul style="list-style-type: none"> ▪ N/A <p>Fire Service</p> <ul style="list-style-type: none"> • Fire Stations <ul style="list-style-type: none"> ▪ How many of the 2 fire stations are operable or non-operable? ▪ How many of the (number) Crews can report for duty? • Firefighting Resources

- Is the equipment and supplies adequate for tasks to meet incident objectives?
- Search and Rescue (SAR)**
 - Local SAR Operations
 - Are search and rescue capable of conducting search and rescue operations?
- Government Service**
 - Emergency Operation Centers
 - Are the EOC locations safe to work from and have full power, communication, water, and necessary resources?
 - Essential Government Functions
 - Is the city capable of offering essential government functions?
 - Government Offices
 - Are government offices operational and open to the public?
 - Schools
 - Are the buildings and site safe for occupancy?
 - Is the school district conducting school activities?
 - Public Records
 - Are digital public records accessible?
 - Are physical public records accessible?
 - Historic/Cultural Resources
 - The following sites are undamaged and accessible for the public: The Grimm House and the Lake Stevens Museum
- Community Safety**
 - Flood Control
 - Is outlet channel obstructed and is there impact to stormwater infrastructure (vaults)
 - Other Hazards
 - N/A




Food, Water, Shelter


- Food**
 - Commercial Food Distribution
 - Are the 10 grocery stores/markets functional?
 - Commercial Food Supply Chain
 - Are there food deliveries coming into the city?
 - Food Distribution Programs (e.g. food banks)
 - Is there Lake Stevens Community Food Bank operational?
- Hydration**
 - Temporary Hydration Missions (e.g. bottled water distribution)
 - Are the locations for water distribution set up?
 - Commercial Water Supply Chain
 - Is supply chain running as normal, limited, or disrupted?
- Shelter**
 - Housing (e.g. homes, shelters)
 - How many homes are damaged, unsafe, destroyed?

<ul style="list-style-type: none"> ▪ Are shelters available for displaced Lake Stevens citizens? • Commercial Facilities (e.g. hotels) <ul style="list-style-type: none"> ▪ Are the two hotels within city limits operating? <p>Agriculture</p> <ul style="list-style-type: none"> • Animals and Agriculture <ul style="list-style-type: none"> ▪ N/A
<div style="text-align: center;">  </div> <p>Water and Wastewater</p>
<p>Potable Water Infrastructure</p> <ul style="list-style-type: none"> • Intake <ul style="list-style-type: none"> ▪ N/A • Treatment <ul style="list-style-type: none"> ▪ N/A • Storage <ul style="list-style-type: none"> ▪ Are there enough PUD water storage facilities operational to supply all households within city limits? • Distribution <ul style="list-style-type: none"> ▪ Is the water distribution network within the city limits operational? <p>Wastewater Management</p> <ul style="list-style-type: none"> • Collection <ul style="list-style-type: none"> ▪ Are sewer systems functioning throughout the city? • Storage <ul style="list-style-type: none"> ▪ N/A • Treatment <ul style="list-style-type: none"> ▪ N/A • Discharge <ul style="list-style-type: none"> ▪ N/A
<div style="text-align: center;">  </div> <p>Health and Medical</p>
<p>Medical Care</p> <ul style="list-style-type: none"> • Hospitals <ul style="list-style-type: none"> ▪ N/A • Dialysis <ul style="list-style-type: none"> ▪ N/A • Pharmacies <ul style="list-style-type: none"> ▪ How many of the 7 pharmacies in Lake Stevens are open? • Long-Term Care Facilities <ul style="list-style-type: none"> ▪ Are the buildings/sites safe to be in/on? • Veterans Affairs Health System <ul style="list-style-type: none"> ▪ N/A • Veterinary Services

- How many of the 5 veterinary offices open?
- Home Care
 - N/A
- Public Health**
 - Health Surveillance
 - N/A
 - Human Services
 - N/A
 - Behavioral Health
 - N/A
 - Vector Control
 - N/A
 - Labs
 - N/A
- Patient Movement**
 - EMS
 - Are EMS able to go to and from the hospitals?
 - Are there adequate staff, supplies, medical equipment, and vehicles?
- Medical Supply Chain**
 - Blood/Blood Products
 - N/A
 - Manufacturing
 - Pharmaceutical Devices
 - N/A
 - Medical Gases
 - N/A
 - Distribution
 - N/A
 - Critical Clinical Research
 - N/A
 - Sterilization
 - N/A
 - Raw Materials
 - N/A
- Fatality Management**
 - Mortuary and Post-Mortuary Services
 - N/A



Energy

<p>Power Grid</p> <ul style="list-style-type: none"> • Generation Systems <ul style="list-style-type: none"> ▪ N/A • Transmission Systems <ul style="list-style-type: none"> ▪ Are the transmission system crossing Lake Stevens city limits damaged? • Distribution Systems <ul style="list-style-type: none"> ▪ Are the local distribution systems functional a is electrical power available at all households? <p>Fuel</p> <ul style="list-style-type: none"> • Refineries/Fuel Processing <ul style="list-style-type: none"> ▪ N/A • Fuel Storage <ul style="list-style-type: none"> ▪ N/A • Pipelines <ul style="list-style-type: none"> ▪ Are the pipelines crossing Lake Stevens city limits damaged? • Fuel Distribution (e.g. gas stations, fuel points) <ul style="list-style-type: none"> ▪ How many fuel stations are operational? • Off-Shore Oil Platforms <ul style="list-style-type: none"> ▪ N/A
<div style="text-align: center;">  <p>Communications</p> </div>
<p>Infrastructure</p> <ul style="list-style-type: none"> • Wireless <ul style="list-style-type: none"> ▪ Is wireless communication functional for government operations? • Cable Systems and Wireline <ul style="list-style-type: none"> ▪ Are wireline services functional for government operations? • Broadcast (TV and Radio) <ul style="list-style-type: none"> ▪ Is TV and Radio functioning within city limits? • Satellite <ul style="list-style-type: none"> ▪ Is satellite communication and GPS functional within city limits? • Data Centers/Internet <ul style="list-style-type: none"> ▪ Is internet functional within city limits? <p>Responder Communications</p> <ul style="list-style-type: none"> • Land Mobile Radio Networks <ul style="list-style-type: none"> ▪ Are radio communication methods functional for all responders? <p>Alerts, Warnings, and Messages</p> <ul style="list-style-type: none"> • Local Alert/Warning Ability <ul style="list-style-type: none"> ▪ Can messages be disseminated through social media platforms? ▪ Is door to door notification possible? • Access to IPAWS (WEA, EAS, NWR) <ul style="list-style-type: none"> ▪ Is there communication to Snohomish County DEM and are they capable of issuing alerts? • NAWAS Terminals <ul style="list-style-type: none"> ▪ N/A

Finance

- Banking Services
 - Does the City have access to city bank accounts?
 - Are banks within city limits open and functional?
- Electronic Payment Processing
 - Can the city process payroll, pay vendors, use credit cards, and is it receiving funds?

911 and Dispatch

- Public Safety Answering Points (PSAP)
 - Have Public Safety Awareness Points been established and can they be accessed by the entire affected community?
- Dispatch
 - N/A



Transportation

Highway/Roadway/Motor Vehicle

- Roads
 - Are main arteries within city limits free of blockages and passable for traffic?
- Bridges
 - Are the 7 bridges in the City structurally stable to allow for traffic?

Mass Transit

- Bus
 - Are bus services operational within city limits?
 - Are bus connections to neighboring jurisdictions functional?
- Rail
 - N/A
- Ferry
 - N/A

Railway

- Freight
 - N/A
- Passenger
 - N/A
- **Aviation**
- Commercial (e.g. cargo/passenger)
 - N/A
- General
 - N/A
- Military
 - N/A

Maritime

- Waterways
 - N/A
- Ports and Port Facilities

- N/A



Hazardous Materials

Facilities

- Oil/HAZMAT Facilities (e.g. chemical, nuclear)
 - N/A
- Oil/HAZMAT/Toxic Incidents from Facilities
 - N/A

HAZMAT, Pollutants, Contaminants

- Oil/HAZMAT/Toxic Incidents from Non-Fixed Facilities
 - Is there hazardous material spills and do they pose a risk for the safety and security of residents, property, and the environment?
- Radiological or Nuclear Incidents
 - Are there radiological incidents that have an impact on the safety and security of City residents, property, and the environment?

5.2 Component Analysis

During an emergency response, determining your Community Lifelines condition, and communicating the information to your community and to the County EOC will be a key activity. The following information will help your staff quickly assess and report conditions.

Based on FEMA's Lifelines doctrine, a simple methodology for determining Lifeline conditions follows: the condition of each lifeline depends on the capability of the underlying components, and is informed by situational awareness reports, impact assessments, and engagement with partners across the public, private, and nonprofit sectors.

Once the condition of a Community Lifeline is determined, the status of each lifeline is represented by one of four colors: red, yellow, green, and grey, known as a Condition Designation. Red indicates severe challenges and obstacles preventing the lifeline from functioning. Yellow indicates disruptions or limitations to the lifeline preventing it from fully functioning. Green indicates the lifeline is mostly functioning as it was prior to the incident. Finally, grey indicates the lifeline status or extent of impacts is currently unknown.

Applying the following questions and understanding the incident is critical in determining the condition of a Lifeline and components:

- Did the incident disrupt services provided by the component to survivors?
- What is the extent of the disruption and impact on response and survivors?
- Has a solution to the disruption been identified?
- Has that solution been converted into a plan of action?
- Has that plan of action been resourced?
- Are there factors worsening impacts to the community? If so, to what extent are they limiting services?
- Are there contingency response solutions in place? How long until emergency repairs are completed?
- When can permanent repairs begin?
- Did the incident create a surge demand exceeding component capabilities?

Lifeline components can be analyzed during response using six assessment categories that capture essential information for response decision makers:


Categories	Description
Component	Identify the component and subcomponents.
Status (what?)	Summarizing the root cause(s) of disruption to lifeline services – keep asking “why?” until the root cause(s) are identified.
Impacts (so what?)	Explain the disaster impacts to specific communities, disaster survivors, and response operations. Detail how the survivor experience or response operation will improve if this component is addressed. Specify the impacted areas and population totals.
Actions (now what?)	Describe the actions that are being taken to address the disrupted services. Summarize the most critical actions being taken across the whole community.
Limiting Factors (what’s the gap?)	Express issues that are preventing services from being re-established. Such issues can stem from another lifeline/component, resource shortfall, management, policy, etc.
Established Time to Status Change / Re-establishment Requirements (when?)	Provide current component condition or an estimated timeframe for when a change in condition is expected.

Below is an example of a completed Component Analysis:

Example Component Analysis



Transportation

Categories	Description
Component	Mass Transit  Sub-component: Bus
Status	Bus services are unavailable due to road debris.
Impacts	100,000 survivors have no access to public transportation nor emergency support services.
Actions	Local jurisdictions are prioritizing route clearance to critical facilities, U.S. Army Corps of Engineers assigned to supplement state and local authorities with route clearance and debris removal efforts, modified mass transit schedules are being executed as roads become passable, micro transit being utilized on roads passable to smaller vehicles, but not buses, messaging of modified routes through numerous information/messaging platforms and outlets (radio, television, social media).
Limiting Factors	Full service will not resume until the routes are cleared and roads inspected.
Estimated Time to Status Change and Re-establishment Requirements	Full service estimated to resume in a week, with a modified service available as roads become clear.

Below is an example of Condition Designations:

Example Condition Designations

Below are example analyses for the Highway/Roadway/Motor Vehicle component of the Transportation lifeline and corresponding color determination for each.

Status	Example
Grey	Assessment teams have been unable to establish status of bridge infrastructure.
Red	The community is unable to be reached via roadway to deliver emergency resources and assistance to survivors. Plans to find alternative means to transport emergency supplies to survivors not yet established. No supplies currently being delivered.
Yellow	Emergency supplies have been identified and resourced, but transportation issues are restricting and limiting delivery and therefore not back to pre-disaster conditions.
Green	The main transportation route is re-established. All community needs met.

6. Concept of Operations

6.1 Disaster Authorities and Plans

6.1.1 Disaster Response Priorities

Disaster response priorities represent the highest priorities for City of Lake Stevens. While each disaster will have different operational priorities, these priorities serve as guidance for what the City of Lake Stevens considers most important to address during a disaster:

- Save lives and protect the health and safety of the public, responders, and recovery workers.
- Stabilize the incident to return to normal as soon as possible.
- Protect property and mitigate damages and impacts to the community and the environment.
- Protect and restore critical infrastructure and key resources.
- Facilitate the economic recovery of individuals, families, businesses, government, and the environment.

6.1.2 Operational Changes During a Disaster

Non-emergency and non-essential governmental functions may be suspended during a disaster to allocate resources for emergency operations.

With an emergency proclamation, normal procurement procedures may be waived to speed up the acquisition of needed equipment or supplies following the guidelines in the Lake Stevens Procurement Policy.

The County and each municipal government, unless otherwise delegated, will retain the authority and responsibility for direction and control within its political subdivision of its own disaster operations. This includes use of local resources and application of mutual aid.

6.1.3 Continuity of Operations and Government

The City of Lake Stevens is in the process of developing a comprehensive, city-wide Continuity of Operations Plan. Development of the Continuity of Operations Plan will begin in 2026 with the goal to complete the plan in 2027. Individual departments maintain various guidelines and operational procedures that outline continuity of their operations during an emergency.

It is the policy of City of Lake Stevens that each department plan and develop shared emergency operation guidelines complementary to this Annex. At a minimum, departments should support and encourage personal preparedness of all employees and contractors.

6.1.4 Department Operations

It is the policy of the City of Lake Stevens that each department plans and develop shared emergency operation guidelines complementary to this Annex. At a minimum, departments should support and encourage personal preparedness of all employees and contractors.

The City of Lake Stevens Public Works Department maintains the following relevant policies, procedures, and guidelines:

- Memorandum 6.12 Communication – Emergency Notifications
 - A breakdown of the different ways the city communicates with the organization and emergency responders and service providers during emergencies.
- Snow and Ice Control Plan 2024-25
- Stormwater and Flood Management Operation Plan APWA Ch 28.02
- Emergency Equipment Testing and Storage Cheat Sheet 2023
- Public Works On-Call Binder (2025)
 - The On-Call Binder contains information and guidance for public works employees on how to respond to call out and includes contact information of service providers and utilities.

The City of Lake Stevens Finance Department maintains the following policy:

- Procurement Policy

6.1.5 Line of Succession

City of Lake Stevens' Mayor line of succession is outlined in the Municipal Code Section 2.34.060 Mayor – Succession. If the Mayor is incapacitated or unavailable, the line of succession shall be:

- City Administrator, if incapacitated or unavailable, then
- Chief of Police; if incapacitated or unavailable, then
- Public Works Director; if incapacitated or unavailable, then
- Emergency Management Coordinator; if incapacitated or unavailable, then
- Finance Director.

Line of succession for other departmental roles is outlined in the City of Lake Stevens "Succession Plan Policy." Designees for these positions are determined by the City Administrator and the Mayor within 24 hours of a position becoming vacant. If the functions and duties cannot be postponed for 24 hours, the Police Chief will assume responsibility. Vacant positions are normally filled temporarily by a member of the City's executive team whose qualifications best match the requirements of the position. The Mayor and City Administrator may also divide executive duties among eligible team members as necessary.

6.1.6 Delegation of Authority

Within the City of Lake Stevens, Chapter 2.34 of the Lake Stevens Municipal Code establishes the city's emergency management framework and delegates specific authorities for emergency preparedness and response. Under LSMC 2.34.040, the Mayor is designated as the administrative head of the emergency management program with responsibility for organization, administration, and emergency operations, and may assign duties to the Emergency Management Coordinator and other staff as necessary to implement the city's emergency management plan. LSMC 2.34.080 further assigns functions, duties, and powers to city departments, officers, and employees as set forth in the adopted emergency plan, ensuring that authority is delegated in a structured manner to support effective emergency response while maintaining mayoral oversight.

6.1.7 EOC Activations

The Lake Stevens Emergency Operations Center (EOC) activation procedures are detailed in the Lake Stevens Emergency Operations Plan (EOP). The EOP is stored in the Lake Stevens Policy Library (PowerDMS), with a hard copy maintained in the EOC document section. An additional copy is provided to the Snohomish County Department of Emergency Management (DEM).

Staffing

- EOC staffing and line of succession are outlined in the Lake Stevens EOP.

EOC Facilities

- The City of Lake Stevens has two designated locations that can be used as the EOC, a primary location and an alternative location.

Communication

- EOC activation will be communicated following the procedures outlined in chapter 6.2.7 Lake Stevens Communications

6.2 Authority to Activate

6.2.1 City of Lake Stevens EOC Activation

The decision to activate the EOC is made by City of Lake Stevens [Insert position and include who, if anyone, may need to approve that declaration] or appropriate designee.

The City of Lake Stevens EOC will normally activate in response to:

- Learning the potential for an emergency that is or may grow beyond the capability of City of Lake Stevens or impact neighboring jurisdictions.
- At the direction of the City of Lake Stevens Chief Elected Official or designee.
- At the request of an on-site Incident Commander, or an applicable Department Director.

Activation of the City of Lake Stevens EOC will necessitate a notification directly, or through 911, to the Snohomish County Duty Officer or the Snohomish County EOC, if activated. Snohomish County will advise applicable local, State, and Federal agencies of the activation.

6.2.2 Snohomish County EOC Activation

Activation of the Snohomish County EOC is authorized by DEM leadership or the County Executive. A jurisdiction may request that the County EOC be activated through the Duty Officer. DEM will notify all jurisdictions of County EOC activations. Automatic activation of the County EOC is as follows:

1. A magnitude 5.0 or higher earthquake occurs within Snohomish County.
2. A commercial passenger plane crashes within Snohomish County.
3. A military aircraft crashes within the urban areas of Snohomish County.
4. A High Hazard Potential Dam failure is imminent or has occurred.
5. Other incidents requiring complex intergovernmental coordination such as mass care, public information, or an ongoing need to assist multiple jurisdictions or agencies with incident coordination support.

Factors that increase the need for County EOC activation include:

- a) Atypical weather conditions such as winds from the east, extreme heat, record precipitation levels.
- b) Incidents likely to cross county boundaries for example, Bolt Creek Fire.

- c) Limited or state-controlled resources for example, COVID vaccines.
- d) Multiples cities/towns/tribes activating their EOC or requesting that DEM activate the SCEOC on their behalf.
- e) Complicated transit needs such as mass evacuation or mass casualty.

Commented [JH17]: County EOC activation thresholds were missing from annex - included here.

6.2.3 Activation Levels

The activation level of City of Lake Stevens’ EOC is commensurate to the situation and need for coordination and support. Activation levels listed below are the levels used by Snohomish County EOC and the Washington State EOC. The descriptions provide a general sense of the staff, time, and support necessary at each level:

Activation Level	Description
3 – Normal Operations	Daily operations are monitored and managed by applicable jurisdiction department head(s) and staff. On-call staff (such as Duty Officers) handle “daily emergency” needs.
2 – Partial Activation	Some EOC positions are filled to monitor and support operations. EOC may be activated for multiple operational periods, but rarely 24/7.
1 – Full Activation	All EOC positions are filled to monitor and support operations. EOC is typically activated 24/7 over multiple operational periods. State and/or Federal involvement in response and recovery.

6.2.4 EOC Activation Considerations

During an activation City of Lake Stevens may:

- Place staff on standby and increase situation monitoring.
- Activate/staff local EOC or Incident Command Post (ICP) as appropriate to manage preparedness/response activities.
- Emergency response agencies (fire, law enforcement, public works, etc.) may add more shift staff to cover the anticipated impact of the emergency.
- Notify potentially threatened areas using local resources in conjunction with Snohomish County DEM.
- Coordinate public/media information releases with the Snohomish County Joint Information Center (JIC).

6.2.5 Emergency Proclamation Authority

When a disaster exceeds or is expected to exceed the jurisdiction's capabilities, the Mayor of City of Lake Stevens may issue a local proclamation of emergency and request additional assistance through Snohomish County DEM. If the disaster should exceed the capabilities of Snohomish County, the County Executive may issue a local proclamation of emergency and request additional assistance through Washington State Emergency Management Division.

The City of Lake Stevens Mayor assisted by the local Emergency Coordinator or Incident Commander, shall be responsible for the preparation of Emergency Proclamations. City of Lake Stevens is responsible for notifying Snohomish County DEM following the Local Proclamation of Emergency.

6.2.6 Emergency Proclamation Process

The emergency proclamation process follows City of Lake Stevens Municipal Code Chapter 2.34.050. The Mayor may request that the City Council proclaim the existence or threatened existence of a disaster and its termination. If the City Council is not in session, the Mayor may issue the proclamation directly, subject to Council confirmation at the earliest practicable time.

Once an emergency proclamation is issued, the Mayor or designee will provide the proclamation to local news media and use all available methods to notify the public.

The Mayor or designee will notify the Emergency Management Coordinator and activate the Emergency Operations Center at the level appropriate to the incident.

The Lake Stevens will communicate the issuing of any emergency proclamations to the County Emergency Management Department at the earliest time practicable. Department heads and partner agencies will be informed of the declaration and of any operational changes or authorities now in effect.

The proclamation will be recorded with the City Clerk for legal and administrative purposes.

6.2.7 City of Lake Stevens Communication Procedures

Internal communication:

- Microsoft Teams: Microsoft Teams is the primary platform for routine communication and for coordinating preparedness activities during non-emergency conditions.
- Easy Alert: Easy Alert is the City's web and mobile app based communication tool used to share information during an emergency.
- Push-to-Talk: City-issued cell phones are equipped with a push-to-talk function. Designated talk groups are available to support communication and coordination among field personnel during response operations.
- Rave Mobile Mass Notification: The Rave Mobile system may be used by City leadership to distribute time-sensitive emergency information to City staff, including

notifications of workplace closures or return-to-work orders. This system serves as a backup if other communication methods are unavailable or ineffective.

- Phone and Cellular Communication: Standard phone and cellular communication may be used at staff discretion when service is available, particularly if primary communication systems are not functioning.
- Email Communication: Email may be used at staff discretion and when available as an alternative method if other communication systems are unavailable or not functioning.

External communication:

- Communication with Snohomish County DEM: The primary method of communication between the Lake Stevens EOC and Snohomish County DEM is the County Microsoft Teams Channel. If Microsoft Teams is unavailable, communication will transition to telephone (landline or cellular). If phone systems are inoperable, the City maintains a 800MHz radio at the City EOC to establish contact with Snohomish County DEM.
- Communication with Fire, EMS, and Other Critical Partners: Various critical city partners have been given access to the Lake Stevens Microsoft Teams Channel. Primary mode of communication for situational awareness updates is through this MS Teams channel. Other means of communication such as telephone, email, and indirect communication through the County EOC will be utilized depending on the situation and as necessary.

Public communication:

- Upon activation of the Lake Stevens EOC the Public Information Officer is the primary point of contact for disseminating information and messaging to the public.
- Primary methods for emergency alert and warning notifications are the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), and Reverse911, Snohomish County and Snohomish County 911 (Sno911) maintain a license for alert and warning technology capable of sending ETN, IPAWS (including EAS and WEA), and may be requested through Sno911, the DEM Duty Officer, or County EOC, if activated.
- Supplemental information can be disseminated through various City managed social media platforms such as Facebook, X (Twitter), and the City's website.
- Other methods of communication include City reader boards and door-to-door notification.

6.2.8 County Communication Procedures

While activated, the Snohomish County EOC can be contacted via phone, email, Microsoft Teams, and various radio bands, assuming phone lines, radio towers, and internet are operational. During an EOC activation DEM may not be able to monitor each

communication method, especially if the incident is widespread or catastrophic. Below is a list of communication methods in order of preference if the County EOC is activated:

1	Phone: Jurisdictions can call the EOC by directly contacting a section or ESF, (specific lines are provided upon activation), contacting DEM main line, or through the Duty Officer line.
2	Email: Partners can email any section or ESF directly (specific e-mails are provided upon activation), emailing DEM’s email (dem@snoco.org), or the Duty Officer email. Microsoft Teams: The EOC uses Microsoft Teams to coordinate information sharing throughout the county. Incident specific teams are created for each EOC activation.
3	Radio: The EOC can be contacted via DEM HAIL on the 800MHz public safety radio system, multiple repeaters on the VHF network (frequency programming provided on www.wa7dem.info), or amateur radio on the Granite Falls 146.920MHz repeater (156.7Hz tone) for licensed users.

Outside of an EOC activation, partners should contact the Duty Officer for emergency information or logistics needs. Partners should contact the Duty Officer by phone or email to submit a logistics request. There is no formal form required outside of an activation. The Duty Officer maintains similar communication methods as during an EOC activation but does not constantly monitor DEM VHF or amateur radio. Below is the list of communications methods to the Duty Officer in order of preference:

1	Phone: Partners should call the Duty Officer 24/7 for any emergency support.
2	Email: Partners can email the Duty Officer during daytime hours for emergency support. Duty Officer email is monitored 7 days per week, but not overnight. Emails requiring immediate attention should be accompanied by a phone call to the Duty Officer. Microsoft Teams: DEM has invited the jurisdictions to a Duty Officer Coordination Team, allowing for real-time sharing of information between all partners outside of an EOC activation. Similar to email, if a Teams message requires immediate attention, it should be accompanied by a phone call to the Duty Officer.
3	Radio: DEM can be contacted via DEM HAIL on the 800MHz public safety radio system during regular business/operating hours. After hours, if a partner does not have phone capability, DEM HAIL is monitored by Sno911 who will contact the Duty Officer.

Other communications systems that DEM uses or monitors:

- **Mass Notification:** The EOC uses Rave Mobile Safety to push out mass emergency alerts to the public via phone calls, the Emergency Alert System (EAS), and Wireless Emergency Alerts (WEA).
- **WebEOC:** When Snohomish County EOC is unable to fulfill resource requests or when Washington State requires it, DEM will use WebEOC to send resource

requests to the State EOC. DEM can monitor WebEOC to receive requests from jurisdictions who use WebEOC.

6.2.9 County Joint Information System

Public information should be coordinated and integrated, before (if possible), during and after an emergency or disaster. The County coordinates information through ESF 15 using a Joint Information System (JIS). The JIS provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging with Public Information Officers across multiple jurisdictions, federal partners, county government, nongovernmental organizations, and the private sector.

In response to most events, public information activities are often carried out by the lead response agency in coordination with other organizations through the JIS. The JIS helps communications staff accomplish their mission by facilitating coordination, helping to avoid conflicting messages by focusing on one or two key messages, using talking points, designating spokesperson(s), and speaking about one's own agency/program/service.

JIS operations are accomplished, physically or virtually, through the Joint Information Center (JIC) within the County EOC. The County JIC can be activated by request of the City of Lake Stevens to support and coordinate public information before, during, and after an emergency or disaster.

The JIC can assist in the following:

- Creating consistent countywide messaging across all partners involved in the disaster.
- Handling public information requests.
- Creating and disseminating public information through a variety of media.
- Maintaining a central point of information for the County known as the Public Safety Hub.
- Creating and vetting all alert and warning messaging.

6.2.10 Emergency Alert and Warning

Emergency alert and warning systems are designed to allow public safety officials to warn the public of potential or current threats or emergencies. Public alerts and warnings may be issued for events that necessitate shelter-in-place, evacuation, or other protective actions for life safety or property preservation. Snohomish County DEM will make a good faith effort to contact a jurisdiction prior to any mass notification in their boundaries. DEM or Sno911 may issue an alert without making contact if there is concern for immediate life safety.

Jurisdictions can request an emergency alert be issued via the Sno911 Supervisor, Snohomish County Duty Officer (if the Snohomish County EOC is not activated), or the EOC Manager (when the Snohomish County EOC is activated).

All interlocal agreement jurisdictions can use Rave Mobile Safety to support mass internal notifications of their employees or partners. These alerts will not go to the public but can be used to recall employees or volunteers.

6.2.11 Mitigation

The City of Lake Stevens maintains a jurisdiction specific annex within the Snohomish County Hazard Mitigation Plan. The plan evaluates thirteen hazards that affect the county and the broader region. Risk reduction actions are identified at the county level and within each participating jurisdiction. Snohomish County updates the base plan and associated annexes on a five year cycle in coordination with the City of Lake Stevens and the other participating jurisdictions.

The current City of Lake Stevens annex was adopted on February 9, 2021. The next update is underway in 2025 and includes active participation by the City of Lake Stevens in the county's base plan update. Adoption of the revised annex is expected in 2026.

6.2.12 Preparedness

The City of Lake Stevens strengthens community readiness through ongoing planning, training, and public engagement. Preparedness activities focus on building the city's capability to respond to emergencies and supporting residents as they develop their own readiness.

The City is actively participating in the planning process for the South Whidbey Island Fault exercise and will take part in the full-scale exercise in 2027. Staff coordinate with Snohomish County, state partners, and regional agencies to refine plans, improve communication processes, and strengthen operational coordination prior to the exercise.

Preparedness efforts also include regular updates to emergency plans and procedures, training for city staff, and participation in regional exercises and workshops. The City supports public education through disseminating preparedness information to its residents on the city website and social media.

In addition, the City is committed to public education and preparedness by hosting annual Community Emergency Response Team (CERT) Basic Training courses.

6.2.13 Response

During the response phase the City of Lake Stevens focuses on actions that protect life, property, and essential services. City departments support incident stabilization through activities such as traffic control, public information, situational reporting, and initial damage observations. Staff also begin early coordination with Snohomish County, regional partners, and utility providers to share information and identify emerging needs.

City personnel address immediate issues that affect public safety and continuity of operations. This may include clearing debris that blocks access routes, supporting temporary road closures, and assessing impacts to city owned facilities and infrastructure.

As conditions allow, staff begin facilitating inspections and permitting that will support early recovery and the eventual rebuilding process for residents and businesses.

These response activities prepare the foundation for a smooth transition into recovery and ensure that the City can restore services and support the community in an efficient and coordinated manner.

6.2.14 Recovery

Recovery activities are actions planned before a disaster that help the community begin recovery in an efficient and coordinated way. Snohomish County has developed a Disaster Recovery Framework that is based on the National Disaster Recovery Framework. This document outlines the roles that community groups, local governments, tribes, state and federal agencies, and nonprofit organizations may take to support local recovery.

The City of Lake Stevens supports recovery by removing debris, repairing damaged roads, and addressing other impacts to city owned infrastructure and services. City staff assist residents by providing information, inspections, and permits that support rebuilding and safe reentry. The City will continue to work with utility providers as they restore service, including coordination on road closures, access needs, and permitting.

The City will also maintain communication and coordination with local, county, state, and private organizations throughout the recovery period.

7. Administration, Documentation, and Resourcing

7.1 Administration

During emergency operations, non-essential administrative activities may be suspended. Personnel not assigned to essential duties may be assigned to other departments to provide support services.

It is the policy of City of Lake Stevens that each jurisdiction will assign personnel responsible for the documentation of disaster activities and costs.

7.2 Documentation

All organizations with disaster responsibilities should establish and maintain files of disaster-related directives, forms, and paperwork, including fiscal documentation, aligned with State records retention law. Documentation allows City of Lake Stevens to submit reimbursements and recover costs, create historical records, apply for grants, address insurance needs, develop mitigation measures, highlight practices to continue, and identify areas for improvement. Documentation by each jurisdiction contributes to the overall ability of the County and State to request support from the Federal government.

7.2.1 Essential Files

Essential files include, but are not limited to:

- Sign-in sheets/staffing patterns
- Media Releases
- Situation Reports
- Emergency Action Plans
- Proclamations of Emergency
- Requests for Assistance
- Damage Observation and Assessment Reports
- Financial Documentation (including receipts, payroll records, contracts, etc.)
- After-Action Reports

Records will be kept in such a manner to separately identify incident related expenditures and obligations from general programs and activities. Complete and accurate records are necessary to document requests for assistance, for reimbursement under approved applications pertaining to declared emergencies or major disasters, and for audit reports.

Document retention must follow the Local Government Common Records Retention Schedule (CORE) Version 4.2 (August 2021), chapter 1.7 Emergency Planning, Response, Recovery.

Local government offices may coordinate the protection of their essential records with the state archivist as necessary to provide continuity of government under emergency conditions pursuant to RCW 40.10.010.

Commented [JH18]: Who will be responsible for records management and tracking costs related to response and recovery? If each department is responsible for tracking their individual documentation/costs, I encourage you to include as part of the language, and identify tasks in Section 4

7.3 After-Action Report

After-action reports (AAR) create a permanent historical record of the incident and are used to evaluate processes, procedures, and actions pertaining to the response and recovery of an event. AARs include information identifying the actions taken, resources expended, economic and human impacts, and lessons learned because of the disaster. AARs are essential to seeking reimbursement and can assist in supporting mitigation efforts and funding. City of Lake Stevens Emergency Management Coordinator, in conjunction with DEM, is responsible for soliciting input and conducting an after-action review with each department involved in the disaster. The Lake Stevens Emergency Management Coordinator is responsible for ensuring completion of the after-action review items.

Commented [JH19]: Capture this responsibility of the EM Coordinator in Section 4

AARs inform future preparedness, mitigation, planning, training, and exercise efforts through narratives and improvement plans. These actions can include updating this Annex, plans, replacing resources, and augmenting personnel.

7.4 Resources Assessment Section

7.4.1 Resources

It is the policy of City of Lake Stevens that all departments prepare and maintain an updated account of its personnel, facilities, and equipment resources to be reviewed annually. Single or multiple resources may be called upon during disaster operations.

The private and nonprofit sectors are an important part of any disaster response and recovery. Businesses and nonprofits including faith-based organizations (FBOs), community-based organizations (CBOs), and nongovernmental organizations (NGOs) provide valuable intelligence and resources before, during, and after a disaster.

Resources should deploy only when appropriate authorities request and dispatch them through established resource management systems. Resources that authorities do not request should refrain from spontaneous deployment to avoid overburdening the recipient and compounding accountability challenges.

Resource requests are tracked throughout their entire life cycle, from the time submitted, until filled (if consumable) or until the resource is demobilized and returned (if non-consumable). Supply chain elements, such as state and local staging areas, reception and integration centers, movement coordination centers, and movement control points activate as appropriate to the situation. State and local staging areas serve as temporary storage areas for the movement of resources to affected areas. Reception and integration centers provide reception, integration, onward movement, and accountability for out-of-state resources.

Below is a high-level overview of jurisdictional resources that can be used for emergency or disaster response purposes:

Resource Category	Resource Description and Capability
Facilities	<ul style="list-style-type: none"> • Lake Stevens School District Administrative Building • Holds backup generator and workspaces. • City Hall • Public Work and Parks Building • Lake Stevens Schools • Buildings/campuses around the city that can hold a large number or people inside gyms and on field • Lake Stevens Police Department • Fire Stations • Two fire stations holding firefighting equipment, supplies, and engines. • Public Works Shop and Equipment Yard • Holds equipment, tools, supplies, and a workspace. • Decant Facility • Debris Storage • The Mill • Two-story event center, capacity approximately 150 occupants • Eagle Ridge Park • Community kitchen and shelter facilities • Lake Stevens Community Park • Designated site for distribution, staging, and debris storage • Lundeen Park • Designated site for distribution, staging, and debris storage
Staff	<ul style="list-style-type: none"> • Public Works Staff Civil Engineer 20 Heavy Equipment Operators 12 CDL Drivers Small Boat Operators • Parks and Recreation Staff Arborist 4 Heavy Equipment Operators 2 CDL Drivers Small Boat Operators • Planning and Community Development Staff Building Code SME (Building Official) 2 Building Inspectors Permit Specialist

Commented [EB20]: look at example in the office hour notes

Equipment	<ul style="list-style-type: none"> • Snowplows • Generators • Construction equipment (Excavators, Dump Truck, Backhoes) • Vector Trucks • Street Sweepers • Two 18-foot boats • Utility Task Vehicles • Signage (for road work, construction, etc.) • First Aid equipment and supplies • Lake Stevens School District: Lake Steven School District maintains a fleet of buses of various sizes and capacity that can be used for the movement of people. As of January 2023, the School District had a fleet of 85 buses. 20 buses have the ability to carry wheelchairs.
Specialty Services	N/A
Outside Assistance/ Memorandums of Understanding (MOUs)	<ul style="list-style-type: none"> • WSDOT ILA • Snohomish County ILA • Lake Stevens School District ILA • Lake Stevens Sewer District ILA • ACS Volunteers
Technologies/Platforms	<ul style="list-style-type: none"> • 800 MHz Radio at EOC – Back up voice communication system used at the Emergency Operations Center to coordinate with Snohomish County EOC. • EasyAlert – Primary internal communication system to coordinate department response to local emergencies. • VueWorks – A work management and asset tracking platform used to monitor critical city infrastructure, assign response tasks, and track maintenance during and after emergencies. • GIS (Geographic Information Systems) – A mapping and spatial analysis tool used to visualize hazards, track resources, identify impacted areas, and support decision-making during emergency response and recovery.

7.4.2 Disaster Expenditures

Emergency and disaster expenditures are not a normal item in the budgeting process of local governments. Some departments may include disaster preparedness and mitigation items in their budget already (e.g., sand for flooding or deicer for winter roads). Nevertheless, disasters may occur which require a jurisdiction to spend substantial, but necessary, unanticipated obligations and expenditures. There are programs available to local jurisdictions, and their residents, to recover some of the cost associated with a disaster including Public and Individual Assistance, Small Business Administration programs, and insurance programs. To be eligible for these programs, jurisdictions and residents must maintain diligent records of expenses related to the disaster.

The Finance Director or designee shall develop effective administrative methods to keep and retain detailed records distinguishing disaster operational activities and expenditures and delineate them from routine or general programs, activities, and expenditures. At a minimum, cost records should include personnel time and overtime, resources used, donations, volunteer contributions, mutual aid, and contracts initiated. The Finance Director or designee shall provide documentation processes and training to all personnel involved in the disaster.

7.4.3 Post-Disaster Assistance

Post-disaster assistance is financial reimbursement provided by the State and/or Federal government for costs directly caused by a disaster or emergency. There is no guarantee of post-disaster assistance by Washington State and/or the Federal government, after a locally proclaimed emergency. If provided, post-disaster assistance is offered through the following methods:

Public Assistance (PA) – disaster assistance provided by the federal government and periodically the state to public entities including tribes, state, county and municipal governments, and certain nonprofits that provide essential public service.

Individual Assistance (IA) – federal and/or state assistance to the public who sustained damage from a federally declared disaster. Individual Assistance only covers a portion of damages and is not meant to replace insurance. There is also assistance available for individuals who have become unemployed because of a disaster.

Small Business Administration (SBA) – eligible businesses and nonprofits that are impacted by the disaster may be eligible for recovery loans from the SBA. Regardless of size, eligible businesses may apply for SBA loans for both physical damage and economic loss. SBA's Disaster Loan Program is not exclusively for small businesses. SBA loans are also available for damage to private property owned by individuals and families not fully covered by insurance.

Other Needs Assistance (ONA) – income-dependent assistance for personal property. Some items are only eligible after individuals are denied SBA assistance (including loans); other items are not contingent on SBA denial.

8. Annex Development, Training, Exercise, and Maintenance

Overall development and maintenance of this Annex is the responsibility of City of Lake Stevens. This Annex, and any appendices, are reviewed, reevaluated, and updated at a minimum once every five years by the Emergency Management Coordinator. Review and revision are conducted in collaboration with County DEM. This Annex should be updated based on lessons learned as a result of real-world emergencies or through training or exercises. Primary departments or supporting agencies will be responsible for maintenance of sections of the Annex related to their assigned function.

Revision may result from or include:

- New procedures, policies, or technologies.
- Lessons learned from a real-world incident or exercise(s).
- Feedback during training or case study review.
- To accommodate new organizations or organizational structures.

Training and exercises are conducted at least annually in conjunction with DEM. Exercise may be substituted for a real-world activation (planned or unplanned). All final revisions are submitted to WA EMD for review and approval. This Annex will be made publicly available on the Snohomish County Department of Emergency Management's website.

The City of Lake Stevens in coordination with Snohomish County DEM shall develop and initiate local training and education programs, exercise, and drills for executives, local government, emergency response personnel, school districts, emergency workers, private businesses and the general public.

The planning needs, staffing requirements, process refinement, equipment shortages, training needs, and other gaps identified in the AAR process should be combined into an improvement plan. The plan prioritizes objectives and assigns corrective actions to the relevant organizations. The Comprehensive Emergency Management Plan will be revised based on the Corrective Action Program.

This Annex is publicly available on the City of Lake Stevens website under Emergency Management.

Commented [JH21]: Be sure to capture this responsibility of the EM Coordinator in Section 4

9. Authorities, References, and Attachments

9.1 Authorities

The City of Lake Stevens Comprehensive Emergency Management Annex has been developed and is maintained under the following authorities:

- Federal Civil Defense Act of 1950, as amended.
- Public Law 93-288, "Disaster Relief Act of 1974" as amended by PL 100-707, "Robert T. Stafford Disaster Relief and Emergency Assistance Act".

- Public Law 96-342, "Improved Civil Defense".
- Public Law 99-49, "Superfund Amendments and Reauthorization Act of 1986".
- RCW 38.52.070, Local Organizations and Local Organizations authorized-establishment, operation, emergency powers, and procedures.
- National Response Framework, dated October 2019.
- 44 CFR Emergency Management and Assistance.
- State of Washington CEMP, dated May 2024.
- Snohomish County CEMP, dated December 2025.
- Revised Code of Washington (RCW) Chapter 38.52, "Emergent Management"
- Washington Administrative Code (WAC) Chapter 118-04 WAC, "Emergency Worker Program".
- Washington Administrative Code (WAC) Chapter 118-30-60 WAC, "Emergency Plans".
- Snohomish County Code (SCC) Chapter 2.36, Emergency Management.
- Lake Stevens Municipal Code (LSMC) Chapter 9.68, "Mayor's Emergency Powers"
- Interlocal Agreement for Emergency Management between Snohomish County and the City of Lake Stevens, dated December 19, 2024

Commented [JH22]: WA EMD updated the state's CEMP in 2024

Commented [MR23R22]: updated

Commented [JH24]: Snohomish County CEMP will be submitted to WA EMD for review by year-end (2025)

Commented [MR25R24]: updated

9.2 References

- Lake Stevens School District Family Reunification Plan

10. Terms and Definitions

Abbreviation	Term	Definition
AAR	After-Action Review	A methodology for assessing performance, identifying challenges, and seeking improvements in the aftermath of a disaster.
CEMP	Comprehensive Emergency Management Plan	An overarching plan for how to respond to an emergency or disaster that covers roles, responsibilities, resources, and authorities.
COOP	Continuity of Operations Plan	Plan for departments and agencies to continue their critical governmental functions in the event of natural or human-caused disaster.
COP	Common Operating Picture	A continuously updated, unified overview of a disaster or emergency.
EAS	Emergency Alert System	National public warning system that allows federal, state, local, and tribal authorities the ability to deliver important emergency information to targeted areas.
EEI	Essential Elements of Information	Qualitative and quantitative data needed to develop situational awareness for decision-making. Snohomish County uses Community Lifelines to organize their EEIs.
EOC	Emergency Operations Center	A location from which organizations and leaders of a jurisdiction coordinate information and resources to support direct operations.
EOP	Emergency Operations Plan	A plan that describes who will do what, when, with what resources in an Emergency Operations Center.
FEMA	Federal Emergency Management Agency	Federal agency that coordinates response to a disaster when local and state resources are overwhelmed.
HAZMAT	Hazardous Materials	Substance or material that has the capability of posing an unreasonable risk to health, safety, and property.
HIRA	Hazard Identification and Risk Assessment	Risk assessment process that identifies hazards, assess their impacts, and provides countermeasure information.
HMP	Hazard Mitigation Plan	Plan to minimize loss of life and property through minimizing the impact of disasters.
ICP	Incident Command Post	Location where an Incident Commander oversees an incident.
IPAWS	Integrated Public Alert and Warning System	National system for local alerting through EAS, WEA, and NWR.
JIC	Joint Information Center	A central location either physical, virtual, or hybrid, where public information officers operate the Joint Information System.
MOU	Memorandum of Understanding	An agreement between two parties which outlines responsibilities to each other. May or may not be legally binding.

NIMS	National Incident Management System	A federal guide for all levels of government, nongovernmental organizations, and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.
NWR	National Weather Radio	Automated 24-hour network of weather radio stations which broadcast weather information from nearby National Weather Service Office.
PSAP	Public Safety Answering Point	Call center for public emergency calls for service for police, fire, or EMS. Commonly known as 911.
SBA	Small Business Administration	In the aftermath of disasters, the SBA offers low-interest loans for homeowners, renters, and businesses in a federally declared disaster.
SCDEM	Snohomish County Department of Emergency Management	County department responsible for working in all five phases of emergency management and supporting integrated 911 service to enhance resilience in Snohomish County.
WA EMD	Washington Emergency Management Division	Responsible for operating the State of Washington’s EOC during state emergencies.
WEA	Wireless Emergency Alert	Short emergency alerts sent to mobile devices within a targeted area.
WebEOC	Web-based Emergency Operations Center Platform	Software designed to bring real-time crisis information management to the Washington State Emergency Operations Center (EOC) as well as to other local, state, and federal EOCs.

11. Record of Revision and Exercises

RECORD OF UPDATES			
No.	Date	Changes	Completed By

RECORD OF EXERCISES				
No.	Date	Exercise Name/Type	Overview	Completed By

CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: Contract Amendment with New Restoration and Recovery Services (Aqualis)

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: None. This amendment will not change the budget.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

A motion to authorize the Mayor to sign the contract amendment with New Restoration and Recovery Services to include standard contract clauses required by the Department of Ecology to meet the grant funding requirements.

SUMMARY/BACKGROUND:

Staff is requesting an amendment to the contract with New Restoration and Recovery Services to add required standard clauses for compliance with Department of Ecology grant requirements. This update will ensure the project meets all necessary regulations without impacting the scope, budget, or timeline.

The City has contracted with New Restoration and Recovery Services (also known as Aqualis) to clean and inspect stormwater pipes, a project partially funded by a Department of Ecology grant. The purpose of this project is to remove sediment and pollutants from the stormwater system, inspect the pipes, and assess their condition to help plan for future pipe replacements. During the initial contract phase, Ecology's standard language for construction contracts was included. However, after the project began, Ecology notified staff that additional standard clauses were required for full compliance. To meet Ecology's requirements and fulfill the grant conditions, staff is requesting an amendment to the contract to incorporate these necessary clauses. This amendment will not affect the project's scope, budget, timeline or the city's obligations to the granting agency.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Amendment 1 to Contract for Stormwater Pipe Cleaning and CCTV Services
4899-8336-5760.1 (002)
2. CCTV COLS Contract - executed

AMENDMENT NO. 1

STORMWATER PIPE CLEANING AND CCTV INSPECTIONS CONTRACT

THIS AGREEMENT is made between the City of Lake Stevens, a municipal corporation of the State of Washington (“City”) and New Restoration and Recovery Services, LLC, d.b.a. Aqualis (“Contractor”) for the amendment of that certain contract between the Parties dated June 5, 2025, for Stormwater Pipe Cleaning and CCTV Inspections (“the Contract”).

RECITALS:

WHEREAS, City funding for the Contract work comes from Agreement No. WQ!C-2025-LakStev-00174 a Water Quality Combined Financial Assistance Agreement (“the Grant Agreement”) between the City and the State of Washington Department of Ecology (“Ecology”); and

WHEREAS, Ecology has informed the City that the Grant Agreement and continued grant funding requires the Contract between the City and the Contractor to contain certain contract provisions absent from the Contract; and

WHEREAS, amendment of the Contract to provide the missing provisions is in the interest and benefit of both the City and the Contractor,

NOW, THEREFORE, the City and the Contractor agree to amend the Contract as follows:

1. Section 1. of the Contract is amended to read as follows:

Third Party Beneficiary/State Interest Exclusion. Partial funding for this project is being provided through the Washington State Department of Ecology. However, neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

2. New Sub-Section 1.a. is added to the Contract to read as follows:

Funding Recognition. Any published data or documents produced from the work under this agreement shall inform the public that the project received financial assistance from the Washington State Department of Ecology. This includes publication on websites. Any work area signage shall include the Washington State Department of Ecology logo, provided by Ecology, as needed.

3. New Sub-Section 1.b. is added to the Contract to read as follows:

Funding Provision. Partial funding of this project is being provided through the Washington State Department of Ecology. IN the event that Ecology’s funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the Contract may be amended.

4. New Sub-Section 1.c. is added to the Contract to read as follows:

Copyright to Documents. The Washington State Department of Ecology retains a copyright to any documents produced and data collected under this agreement. The Department retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the data or documents. The Department can authorize others to use the data or documents for federal, state, or local government purposes.

5. Section 13. of the Contract (Nondiscrimination) is amended by the addition of the following paragraph:

Accessibility. Public-facing documents, if any, produced under this agreement shall be made accessible to the CITY’S best ability. This applies to all products, if any, supplied under this Contract, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology’s public web site.

Except as provided in the above amendments, the Contract remains as written and in full force and effect.

CONTRACTOR

CITY OF LAKE STEVENS

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Brett Gailey
Mayor
Date: _____

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF LAKE STEVENS
Stormwater Pipe Cleaning and CCTV Inspections
PUBLIC WORKS CONTRACT AGREEMENT
CONTRACT NO. _ _

Funded in part by the Washington State Department of Ecology

THIS AGREEMENT made this 5_ day of _June_, 2025 ("Agreement"), is by and between the City of Lake Stevens, a municipal corporation in the state of Washington, ("City"), and New Restoration and Recovery Services, LLC d.b.a. Aqualis with a principal office at 20909 70th Ave West, Edmonds, WA 98026 ("Contractor").

1. **Third Party Beneficiary.** All Parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.
2. **Protection of the Environment.** No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Washington State Department of Ecology."
3. **Contractor's Responsibilities.**
 - 3.1. **Performance of Work.** The Contractor shall do all work and furnish all tools, materials, personnel and equipment for the City project known as **Stormwater Pipe Cleaning and CCTV Inspections**, Project No **24007**, in Lake Stevens, Washington ("Project") in accordance with and as described in this Agreement; the 2024 edition of the Standard Specifications for Road, Bridge and Municipal Construction as issued by the Washington State Department of Transportation ("WSDOT Standard Specifications") and the American Public Works Association (APWA) Washington State Chapter; applicable standards and details contained in the current edition of the Lake Stevens Engineering Design and Development Standards (referenced but not included herein), the Special Provisions which modify and supplement the WSDOT Standard Specifications and are provided in Exhibit A and incorporated herein; Bid Form attached as Exhibit B and incorporated herein; addenda and change orders, if any, which are by this reference incorporated in this Agreement (all the foregoing, collectively, "Contract Documents").
 - 3.2. **Definition of Work.** The term "Work," as used in this Agreement, means the equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project and services necessary or incidental to fulfill the Contractor's obligations in conformance with this Agreement and the other Contract Documents.
 - 3.3. **Workmanship.** Contractor shall perform the Work in accordance with the Contract Documents in an expeditious and workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new unless otherwise specified in the Contract Documents.
 - 3.4. **Construction Personnel.** The Contractor shall provide competent supervision for performance of the Work. Before commencing the Work, Contractor shall notify the City in writing of the name and qualifications of its proposed project manager so the City may review the individual's qualifications. The City may refuse to approve the proposed

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project manager for reasonable cause. Any disapproved project manager shall not perform in that capacity thereafter at the worksite.

- 3.5. **Materials Furnished by Owner or Others.** In the event the Work includes installation of materials or equipment furnished by the City or other contractors or subcontractors not employed by the Contractor, it shall be the responsibility of the Contractor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Contractor shall be the responsibility of the Contractor and may be deducted from any amounts due or to become due to the Contractor. Any defects discovered in such materials or equipment shall be reported at once to the City. Following receipt of written notice from the Contractor of defects, the City shall promptly inform the Contractor what action, if any, the Contractor shall take with regard to the defects.
4. **Independent Contractor.** Contractor is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only relationship created by this Agreement. No employee, agent, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent representative or subcontractor of City. Contractor has no authority, and will not represent itself to have authority, to legally bind City or otherwise act for, or on City's behalf. None of the compensation or other benefits provided by City to its employees shall be available to Contractor's employees, agents, representatives or subcontractors. Contractor shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives and subcontractors. Contractor shall be solely responsible for its acts and omissions and for the acts and omissions of Contractor's agents, employees, representatives and subcontractors during performance of this Agreement. On or before the Effective Date, Contractor shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish Contractor's status as an independent contractor.
5. **Performance.** Even though Contractor is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.
6. **Contract Price.** The Contract Price is Five Hundred Eighty Two Thousand Nine Hundred Twelve Dollars and Zero Cents (\$ 582,912.00), including all applicable Washington State sales taxes, or as further described on the attachments. The Project Cost shall not exceed this amount without prior written authorization from the City.
- Contract pricing is 126,720 linear feet at a unit price of \$4.60 per foot.
7. **Payment.** The City shall pay the Contractor monthly payments on a date to be agreed upon by both parties. If there will be more than a single payment, the City shall retain monies earned during the progress of the Work in accordance with RCW 60.28.
8. **Final Payment.** No later than thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Agreement, the City shall pay to the Contractor all sums due as provided by this Agreement except retainage (Exhibit E) required to be withheld by law or agreed to in special contract provisions. Should the Contractor fail to perform or otherwise be in default under the terms of this Agreement, the City shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the City from any loss that may result. Payment of the amount

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withheld shall be made when the grounds for withholding have been removed. Prior to final payment to the Contractor, the Contractor shall furnish evidence satisfactory to the City that there are no claims, obligations, or liens outstanding in connection with the Work. Acceptance of final payment shall constitute a waiver of all claims by the Contractor for compensation for its Work.

9. **Prevailing Wages.** The Contractor shall pay prevailing wages for Snohomish County effective as of the contract award date as required by State law, and shall comply with RCW 39.12 and RCW 49.28. Current prevailing wage rates are available on the State Department of L & I's website at <http://www.lni.wa.gov>, and a hard copy is available for viewing at City Hall.

Prior to any project payment being processed by the City, a Statement of Intent to Pay Prevailing Wages is required for the Contractor and any Subcontractors. At the conclusion of the Project, the Contractor and its Subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the City. Final release of retainage for the Agreement shall be withheld until certification has been received by the City from the State that the prevailing wage requirements of the law have been satisfied.

10. **Bond.** Contractor shall provide a performance and payment bond to the City in accordance with RCW 39.08.010 as attached as Exhibit C. If this Agreement is for less than \$35,000, Contractor authorizes the City, in lieu of the bond, to retain 50% of the Contract Price in accordance with RCW 39.08.010.

11. **Completion Time.** The Contractor shall physically complete the Work within **373** Working Days after Notice to Proceed (July 1, 2025-December 31, 2026). Time is of the essence, and the Contractor agrees that the Work will be completed within this timeframe, and expressly agrees to the provisions of this Agreement and Section 1-08.9 of the WSDOT Standard Specifications as amended by the Special Provisions in the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

12. **Indemnification and Compliance with Law.**

12.1. The indemnification and defense obligations specified in this Section 12 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall include claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by City of or for any Work performed by Contractor shall not be grounds for avoidance of any Indemnity Obligations.

12.2. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

12.3. 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. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

12.4. Contractor's Indemnity Obligations include the obligation to (a) satisfy any judgment or other final decision of a court or other tribunal, (b) pay any reasonable settlement

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negotiated by City with respect to the Claims, and (c) pay all Claims against City by an employee or former employee of Contractor or its subcontractors.

- 12.5. Contractor further agrees to waive, and that this indemnification 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 IN COMPLIANCE WITH RCW 4.24.115.
- 12.6. Contractor further agrees to defend all Claims against City which, if proven, could result in liability to City for loss or damage caused by all such errors, acts, or omissions of Contractor. Contractor's obligation to defend shall include prompt payment of all reasonable attorney fees, costs and expenses incurred in the defense of such claims, including those incurred by City.
- 12.7. Contractor shall comply, and shall ensure its subcontractors comply, with the terms of this Agreement and with all applicable City, state or federal laws, rules or regulations.
13. **Nondiscrimination**. During the performance of the Work of this Agreement, the Contractor, including all subcontractors, 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, and/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 specifications and provisions of Work under this Agreement. This provision shall include strict compliance with all requirements of applicable federal, state, and/or local laws or regulations issued pursuant thereto and/or identified in the provisions of this Agreement, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service to the public and/or City staff without discrimination with respect to the above-listed statuses. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth provisions of this nondiscrimination clause.

The Contractor understands that violation of this provision shall be cause for punitive actions by the City up to and including termination for cause of this Agreement. The Contractor may be further barred from performing any services or work for the City in the future unless and until the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

14. **Subcontractors**.

- 14.1. All Work shall be performed by Contractor, its employees, or by subcontractors whose selection has been authorized by City; provided that City's authorization shall not relieve Contractor or its subcontractors from any duties or obligations under this Agreement, or at law, to perform the Work in a satisfactory and competent manner. Contractor shall ensure that all contractual duties, requirements and obligations that Contractor owes to City shall also be owed to City by Contractor's subcontractors retained to perform the Work.
- 14.2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
- 14.2.1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

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14.2.2. Have a current Washington Unified Business Identifier (UBI) number;

14.2.3. If applicable, have:

- a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
- b. A Washington Employment Security Department number, as required in Title 50 RCW;
- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. An electrical contractor license, if required by Chapter 19.28 RCW;
- e. An elevator contractor license, if required by Chapter 70.87 RCW.
- f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

15. **Non-Assignment**. Any assignment of this Agreement by Contractor without the prior written consent of City shall be void.

16. **Warranty**. The Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. The Contractor further warrants that the Work shall be free from defects in workmanship and material, and shall transfer to the City all written warranties related to the Work performed and equipment installed. Contractor guarantees payment of all obligations incurred in this project until final acceptance of the Work and for one year thereafter.

17. **Contractor's Risk of Loss**. It is understood that the whole of the Work under this Agreement is to be done at the Contractor's risk, and that the Contractor has familiarized itself with the conditions of excavation, backfill, arterials, climatic conditions, and other contingencies likely to affect the Work, and has made its bid accordingly, and that the Contractor shall assume the responsibility and risk of all loss or damage to materials or Work which may arise from any cause whatsoever prior to final acceptance by the City.

18. **Debarment and Uniform Guidance**. If this Project involves the expenditure, in whole or in part, of federally awarded funds, the Contractor shall certify that it, and its subcontractors, are not on the Federal Debarment List provided in the System for Award Management and/or the Washington State Debarment List when this Agreement is executed. If the Contractor, including any of its subcontractors, become listed on the Federal Debarment List provided in the System for Award Management and/or the Washington State Debarment List during duration of the Agreement, the City shall be notified immediately.

Additionally, if this Project involves the expenditure, in whole or in part, of federally awarded funds, the provisions A through K in Appendix II to Part 200 of the Uniform Guidance (2 CFR Chapter 11, current edition) are thereby incorporated, as applicable, into this Agreement as if fully set forth herein.

19. **Insurance**. 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 from

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or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The certificates of insurance shall be attached to this Agreement as Exhibit C.

The Contractor shall not begin Work under the Agreement until all required insurances have been obtained and until such insurances have been received by the City. The insurance shall provide coverage for the Contractor, its subcontractors, and the City. No policy shall be cancelled or modified without thirty (30) days prior written notice to the City. The Contractor may meet the policy limits required by this Section 15 by primary policy or a combination of primary and umbrella policies.

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.

19.1. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below and all additional insurance of the coverage types identified in the Special Provisions of the Contract Documents (Exhibit A):

19.1.1. Automobile Liability insurance shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. If necessary, the policy shall be endorsed to provide contractual liability coverage.

19.1.2. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City. For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

19.1.3. Contractor shall maintain the following insurance limits as well as all additional and/or higher levels of insurance limits identified in the Special Provisions of the Contract Documents (Exhibit A):

- Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- Commercial General Liability insurance shall be written with limits no less than:
 - \$2,000,000 each occurrence
 - \$3,000,000 general aggregate

CITY OF LAKE STEVENS

Stormwater Pipe Cleaning and CCTV Inspections

- \$2,000,000 products and completed operations aggregate
- \$2,000,000 personal and advertising injury each offence
- \$2,000,000 stop gap / employer's liability each accident

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

19.2. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

19.3. 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 contractors as well as to any temporary structures, scaffolding and protective fences.

19.4. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors. Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by 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.

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

19.6. Verification of Coverage 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.

19.7. Subcontractors. The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

19.8. Notice of Cancellation. 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.

CITY OF LAKE STEVENS

Stormwater Pipe Cleaning and CCTV Inspections

- 19.9. 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 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.
20. **Job Safety.** All Work done shall be done in such a manner as shall create a minimum of interruptions or inconvenience to the public and/or City staff. All Work shall be carried on with due regard for the safety of the public, and the Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the project shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock and other matter. Should the City determine the Contractor is not fulfilling his obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge the Contractor with any costs that may be incurred in such remedial action.
21. **Termination.** This Agreement may be terminated with or without cause at any time by the City by delivering written notice thereof to the Contractor. Upon receipt of such notice, Contractor shall immediately cease Work and return the job site and any and all materials, plans or contract documents to the City. Contractor may terminate this Agreement in the event of a material breach by the City by delivering written notice thereof to the City Mayor. Termination is further addressed in Section 1-08.10 of the WSDOT Standard Specifications as amended by the Special Provisions in the Contract Documents and is incorporated herein by reference.
22. **Disputes and Remedies.**
- 22.1. Choice of Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 22.2. Dispute Resolution. All claims, counterclaims, disputes, and other matters in question between City and Contractor arising out of or relating to this Agreement shall be referred to the City Mayor or a designee for determination, together with all pertinent facts, data, contentions, and so forth. The City Mayor shall consult with Contractor's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the City Mayor's decision, the parties shall refer the matter to professional mediation to be located in Snohomish County, Washington, and which shall be conducted within thirty (30) calendar days of the City Mayor's decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between Contractor and City to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party. The City Mayor's decision shall be non-binding for either party, and shall not prevent either party from proceeding with the dispute resolution procedures provided herein.
- 22.3. Remedies. City's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

CITY OF LAKE STEVENS

Stormwater Pipe Cleaning and CCTV Inspections

- 23. **Waiver.** A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.
- 24. **Time of Essence.** Time is of the essence for every time period stated in the Contract Documents.
- 25. **Effective Date.** This Agreement shall be effective on the last date entered by the parties below.
- 26. **Authority to Execute Agreement.** The person executing this Agreement on behalf of the Contractor represents and warrants said person has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to legally bind the Contractor to all terms, requirements, and provisions of this Agreement. The person(s) executing this Agreement on behalf of the City represents and warrants that said person(s) has been fully authorized by the City to execute this Agreement on behalf of the City and to legally bind the City to all terms, requirements, and provisions of this Agreement.

The written terms and provisions of this Agreement, together with all referenced documents and Exhibits, supersede all prior verbal statements of any officer or other representative of City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced documents and Exhibits.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CONTRACTOR

CITY OF LAKE STEVENS

By: Alisa Muntz
Alisa Muntz (Jun 6, 2025 10:46 PDT)

By: [Signature]

Print Name: Luis Prada _____

City Mayor, City of Lake Stevens

Title: Sr. Sales and Business Development _____

Attested/Authenticated:

Date: 5/14/2025 _____

By: Caitlin Weaver
Caitlin Weaver (Jun 13, 2025 08:49 PDT)

City of Lake Stevens

City Clerk, City of Lake Stevens

Business License No.: 603469527 _____

Date: June 5, 2025 _____

Approved as to Form:

By: [Signature]
Greg Rubistello (Jun 13, 2025 08:59 PDT)

City Attorney, City of Lake Stevens

CITY OF LAKE STEVENS
Stormwater Pipe Cleaning and CCTV Inspections

EXHIBIT A

PROJECT DOCUMENTS AND SPECIAL PROVISIONS

1. Project Plans
2. Project Special Provisions
3. Bid Addenda (if any)

CITY OF LAKE STEVENS
Stormwater Pipe Cleaning and CCTV Inspections

EXHIBIT B

COPY OF CONTRACTOR'S BID FORM

(SEE ATTACHED)

ATTACHMENT D: BID PROPOSAL FORM

BID PROPOSAL FORM

TO: CITY OF LAKE STEVENS
1812 MAIN STREET
LAKE STEVENS, WA 98258

Pursuant to and in compliance with the Call for Bids, the Information for Bidders, and other documents relating to the 24007 – Stormwater Pipe Cleaning and CCTV Inspections, the undersigned has carefully examined the procedures and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for the completion of this project in strict accordance with the contract documents, specifications, and procedures for the unit prices shown on the Bid Schedule.

By signing and submitting this Bid Proposal, the bidder swears and affirms that the following items are true.

Non-Collusion Affidavit

That said person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Furthermore, that the bid submitted herewith is a genuine bid and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described in these documents.

The bidder further acknowledges that by signing this proposal, the bidder has agreed to the provisions of this Non-Collusion Affidavit.

Non-Segregated Facilities

The bidder certifies that it does not now, nor will it for the duration of this contract, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform its services at any locations, under its control, where segregated facilities are maintained.

The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause on any contract resulting from acceptance of this bid.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants, or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact because of habit, local custom or otherwise. The bidder agrees that except where it has obtained identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, that it will retain such certifications in its files.

The penalty for making false statements in offers is prescribed in 18 USC 1001.

Anti-Discrimination Certification

The bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the service and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, creed, color or national origin, unless based on a bona fide occupational qualification. Also, the bidder will in no manner discriminate against any person because of such person's race, creed, color or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Bidder's Declaration and Understanding

If the undersigned bidder be notified of the acceptance of this bid within sixty (60) days of the time set for the opening of bids, it agrees to

ATTACHMENT D: BID PROPOSAL FORM

execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a contract performance bond as required by the Contract Documents.

The undersigned bidder further agrees that the bid bond accompanying this bid shall be left in escrow with the Owner, and that the liquidated damages which the Owner will sustain by the failure of the undersigned bidder to execute and deliver the contract and performance bond will be equal to five percent (5%) of the total bid. If the undersigned bidder defaults in executing that contract and in furnishing the contract performance bond within ten (10) days of the date on the Notice of Award, then the bid guaranty shall become the property of the Owner.

If however, the Owner does not accept this bid or any part thereof within sixty (60) days of the time set for the opening of bids, or if the undersigned bidder executes and delivers said contract and surety bond, the bid guaranty shall be returned to the bidder.

Prevailing Wages

The prevailing rate of wages shall be paid to all workers, laborers, or mechanics per Chapter 39.12 RCW. See 2020 WSDOT/APWA Standard Specifications.

Washington State Sales Tax.

The Owner agrees to pay Washington State Retail Sales Tax to the bidder as an additional and separate pay item not included in the below unit-price bid items for all improvements, such as utility improvements, for which the Owner is not exempt from Washington State Retail Tax, as specified in Section 1-07.2 of the *Standard Specifications*.

The bidder agrees to include and pay all other state and local taxes within all appropriate unit bid prices, as specified in Section 1-07.2 of the *Standard Specifications*.

Completion Time and Liquidated Damages

The contract time for this project shall be set at based on the "Time for Completion of Work" section of the RFB.

BID PROPOSAL – 2025 Stormwater Pipe Cleaning and CCTV Inspections
(PROJECT NO. 24007)

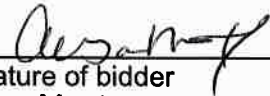
CITY OF LAKE STEVENS, WASHINGTON

Item #	Item Description	Unit	Quantity	Unit Price	Total
1	STORMWATER PIPE CLEANING AND CCTV INSPECTION	LF	158,400	\$4.60	\$728,640.00
\$ \$728,640.00					

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.

IN WITNESS hereto, the undersigned bidder:

- a) Agrees to the conditions of this bid;
- b) Certifies that this bid has not been restricted, modified or conditioned;
- c) Acknowledges receipt of addenda 1 to ___;
- d) Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- e) Certifies and agrees concerning non-segregated facilities in the Non-Segregated Facilities statement above;
- f) Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- g) Declares, accepts and understands in accordance with the Bidder's Declarations and Understanding above;
- h) Agrees as to Washington State Sales Tax as above;
- i) Understands and agrees as to the completion time and liquidated damages as above, and
- j) With the full authority of the firm submitting this bid has signed below this 3rd day of April, 2025.

X 

 Signature of bidder
 Alisa Muntz

 Printed Name
 Sr. Sales Business Development

 Title
 New Restoration & Recovery DBA Aqualis

 Company Name

Exhibit B

ATTACHMENT D: BID PROPOSAL FORM

Address at which to direct correspondence:

20909 76th Ave W
City Edmonds State WA Zip 98026
Phone: 206-783-3317
Fax: NA
Email: lparada@aqualisco.com
License No.: INNOV**803M1

The successful bidder will be required to execute a contract substantially in the form attached as Attachment F.

CITY OF LAKE STEVENS
Stormwater Pipe Cleaning and CCTV Inspections
EXHIBIT C

PERFORMANCE BOND AND PAYMENT BOND

(SEE ATTACHED)

CITY OF LAKE STEVENS
Stormwater Pipe Cleaning and CCTV Inspections
EXHIBIT D

INSURANCE CERTIFICATES

(SEE ATTACHED)

CITY OF LAKE STEVENS
Stormwater Pipe Cleaning and CCTV Inspections
EXHIBIT E

CITY OF LAKE STEVENS
CONTRACTOR'S DECLARATION OF OPTION FOR
MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

The City of Lake Stevens ("City") shall withhold the retained percentage for this Agreement from time-to-time as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

Contractor shall identify which of the options identified below the Contractor selects to be applied at the time the Agreement by signing and dating the Contractor signature line for OPTION A, OPTION B, or OPTION C below.

✓ **OPTION A** I hereby elect to have the retained percentage for this Contract held in a fund by the City.

CONTRACTOR:

AQUALIS_____

Date: 5/14/25_____

OPTION B I hereby elect to post a retainage bond, in the form and amount and from a bonding company acceptable to the City pursuant to the requirements of RCW 60.28.011(6).

CONTRACTOR:

Date: _____

OPTION C I hereby elect to have the City deposit the retained percentage for this Contract, from time-to-time, as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby designate _____ as the depository for said funds which shall be deposited in an interest earning account subject to joint control by City and the Contractor. All interest earned on said deposits shall belong to the Contractor. (If the Contractor fails to designate the depository, then the City designates.)

CITY OF LAKE STEVENS

Stormwater Pipe Cleaning and CCTV Inspections

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of establishing said depository account and depositing the retained percentage as authorized by statute. The City shall not be liable in any way for any costs or fees in connection therewith.

CONTRACTOR:

Date: _____

PLEASE NOTE: This form is for selection of retainage option only. OPTION C must have a signed Escrow Agreement on file prior to processing retainage payment to the bank.

CITY OF LAKE STEVENS
Stormwater Pipe Cleaning and CCTV Inspections

CITY OF LAKE STEVENS
RETAINED PERCENTAGE ESCROW AGREEMENT

Project Name: **Stormwater Pipe Cleaning and CCTV Inspections**

Escrow Bank or Trust Company:

Contact Person / Phone Number:

Address:

Escrow / Account No: _____

Contractor: _____

Address: _____

The undersigned, _____, herein referred to as the Contractor, has directed the City of Lake Stevens to deliver to you its checks which shall be payable to you and the Contractor jointly. Such checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INTRODUCTION

1. The monies will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City. Following is a list of such bonds or other securities approved by the City. Other bonds or securities, except stocks, may be selected by the Contractor subject to express written approval of the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

CITY OF LAKE STEVENS

Stormwater Pipe Cleaning and CCTV Inspections

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City 's checks) except in accordance with written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____.
4. In the event the City orders you to do so in writing, you shall, within thirty- five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies held by you hereunder, to the City.
5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse you from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modifications hereof you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys' fees occasioned by such default, delay, controversy, or litigation.
6. This agreement shall not be binding until executed by the Contractor and the City and accepted by you.
7. This instrument contains the entire agreement between you, the Contractor, and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor be required to give notice or demand, nor be required to take any action whatever except as herein expressly provided; nor shall you be liable for any loss or damage not caused by your own negligence or willful misconduct.
8. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.
9. The Contractor's Federal Income Tax Identification number is _____.

CITY OF LAKE STEVENS
Stormwater Pipe Cleaning and CCTV Inspections

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this _____ day of _____, 2024.

CONTRACTOR

CITY OF LAKE STEVENS

City Mayor, City of Lake Stevens

BY: _____

ADDRESS: _____

ATTEST:

CITY CLERK

The above escrow instructions received and accepted this ___ day of _____ 2024.

ESCROW BANK OR TRUST COMPANY:

BY: (Authorized Officer)

Securities Authorized by City of Lake Stevens - Select One:

1. Bills, certificates, notes or bonds of the United States
2. Other obligations of the United States or its agencies
3. Obligations of any corporation wholly-owned by the government of the United States
4. Indebtedness of the Federal National Mortgage Association
5. Time deposits in commercial banks

PLEASE RETURN THIS SIGNED AGREEMENT TO:

CITY OF LAKE STEVENS
1812 MAIN STREET
LAKE STEVENS, WA 98258












CCTV COLS Contract

Final Audit Report

2025-06-13

Created:	2025-06-05
By:	Caitlin Weaver (cweaver@lakestevenswa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAkADknqDHeufEH68_216KqrmN6OI9Wv

"CCTV COLS Contract" History


-  Document created by Caitlin Weaver (cweaver@lakestevenswa.gov)
2025-06-05 - 10:13:47 PM GMT
-  Document emailed to lparada@aqualisco.com for signature
2025-06-05 - 10:13:53 PM GMT
-  Document emailed to Brett Gailey (bgailey@lakestevenswa.gov) for signature
2025-06-05 - 10:13:53 PM GMT
-  Document emailed to Caitlin Weaver (cweaver@lakestevenswa.gov) for signature
2025-06-05 - 10:13:53 PM GMT
-  Document emailed to Greg Rubstello (grubstello@omwlaw.com) for signature
2025-06-05 - 10:13:54 PM GMT
-  Email viewed by lparada@aqualisco.com
2025-06-05 - 10:25:00 PM GMT
-  Email viewed by Brett Gailey (bgailey@lakestevenswa.gov)
2025-06-05 - 11:18:34 PM GMT
-  Document e-signed by Brett Gailey (bgailey@lakestevenswa.gov)
Signature Date: 2025-06-05 - 11:19:02 PM GMT - Time Source: server
-  Signer lparada@aqualisco.com entered name at signing as Alisa Muntz
2025-06-06 - 5:46:04 PM GMT
-  Document e-signed by Alisa Muntz (lparada@aqualisco.com)
Signature Date: 2025-06-06 - 5:46:06 PM GMT - Time Source: server
-  Document e-signed by Caitlin Weaver (cweaver@lakestevenswa.gov)
Signature Date: 2025-06-13 - 3:49:55 PM GMT - Time Source: server

 Email viewed by Greg Rubstello (grubstello@omwlaw.com)

2025-06-13 - 3:59:13 PM GMT

 Document e-signed by Greg Rubstello (grubstello@omwlaw.com)

Signature Date: 2025-06-13 - 3:59:26 PM GMT - Time Source: server

 Agreement completed.

2025-06-13 - 3:59:26 PM GMT

CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: Two Appointments to the Planning Commission

Contact Person/Department: Kelly Chelin, Administration

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Appoint James Sauls to the Planning Commission, Position 2 with a term expiring December 31, 2026 and Amy Lewandowski to the Planning Commission, Position 7 with a term expiring December 31, 2027

SUMMARY/BACKGROUND:

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: Eagle Ridge Grant Agreement

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact: \$500,000 Inflows

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize Mayor Gailey to sign the Recreation and Conservation Office grant for funds to develop Eagle Ridge Park

SUMMARY/BACKGROUND:

Staff presented a grant application in 2024 to Washington State Recreation and Conservation Office (RCO) under the Local Parks Category and was awarded \$500,000 or 12% of construction costs. These funds will be used for the development of Eagle Ridge Park. The agreement is attached and outlines the responsibilities of the city and RCO.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Draft Eagle Ridge Grant Agreement

Project Sponsor: City of Lake Stevens
Project Title: Eagle Ridge Park Development

Project Number: 24-1980D
Approval Date: 06/24/2025

PARTIES OF THE AGREEMENT

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

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

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

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

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

PURPOSE OF AGREEMENT

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

DESCRIPTION OF PROJECT

The City of Lake Stevens will use this grant to develop park amenities at Eagle Ridge Park, including an outdoor amphitheater, playground, restroom, picnic shelter, and parking. The project will also feature circulation paths, lighting, signage, utilities, and landscaping. The primary recreation opportunities provided by this project are active play, walking, and picnicking.

PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2025 (project start date) and ends on June 30, 2028 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

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

STANDARD TERMS AND CONDITIONS INCORPORATED

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

LONG-TERM OBLIGATIONS

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

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$500,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Local Parks	12.00%	\$500,000.00	State
Project Sponsor	88.00%	\$3,665,000.00	
Total Project Cost	100.00%	\$4,165,000.00	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

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

AMENDMENTS TO AGREEMENT

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

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

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

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

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

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

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

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

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): Uploaded APE

State - RCO Lead: Survey required: This agreement requires compliance with Executive Order 21-02. RCO has completed initial consultation for this project and a cultural resources survey is required. The cultural resources survey must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings in the project area. All parts of the APE that were not surveyed for RCO 20-1818 will be surveyed and documented in an addendum report. All cultural resources within the 24-1980 APE will be assessed for impacts by the project in the addendum report. The Sponsor must submit the results of the cultural resources survey to RCO and receive a notice of cultural resources completion. Project actions started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

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

Sponsor Project Contact

Jill Meis
Parks & Rec Coordinator
PO Box 257
Lake Stevens, WA 98258
jmeis@lakestevenswa.gov

RCO Contact

Rachelle Lim
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
rachelle.lim@rco.wa.gov

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

ENTIRE AGREEMENT

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

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 24-1980, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

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

City of Lake Stevens

By: _____

Date: _____

Name (printed): _____

Title: _____

**State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: _____

Date: _____

FOR Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: _____ 01/31/2025

Project Sponsor: City of Lake Stevens
Project Title: Eagle Ridge Park Development

Project Number: 24-1980D
Approval Date: 06/24/2025

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Eagle Ridge Park Development

Buildings and Structures

Construct / install restroom

Number of restrooms: 1 new, 0 renovated
Select the restroom type : Restroom

Construct amphitheater/stage

Number of amphitheaters: 1 new, 0 renovated
Number of amphitheater stages: 1 new, 0 renovated
Select the amphitheater seating type: Sloped lawn area

General Site Improvements

Construct picnic shelter

Number of group picnic shelters: 1 new, 0 renovated

Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:
Asphalt 1320
Lighting provided (yes/no): No

Install lighting (general security)

Number of general security lights installed: 5

Install signs/kiosk

Number of kiosks: 2 new, 0 renovated
Number of interpretive signs/displays: 1 new, 0 renovated
Number of permanent entrance signs: 1 new, 0 renovated
Number of electronic signs: 10 new, 0 renovated
Project involves installation of informational signs (yes/no): Yes

Install site furnishings

Select the site furniture / amenities : Benches, Bike racks, Drinking fountains, Picnic tables, Recycling/Trash receptacles

Landscaping improvements

Acres of landscaped area : 2.40
Select the landscape features: Grass/turf, Native vegetation, Trees/shrubs

Parking and Roads

Parking development

Number of vehicle parking stalls: 38 new, 0 renovated
Number of vehicle with trailer parking stalls: 2 new, 0 renovated
Number of accessible parking stalls:
Vehicle 4
Select the parking surfaces : Asphalt
Select the parking enhancements: Catch basins, Striping, Wheel stops

Play Areas

Playground development

Number of play areas:

1 new, 0 renovated

Number of climbing walls/rocks:

0 new, 0 renovated

Select the play area surface material type:

Rubber matting/tiles

Site Preparation

General site preparation

Utilities

Install communication utilities

Select the communication utilities:

Wireless internet

Install power utilities

Select the power utilities:

General service connection, Power line, Power poles, Relocate/bury power utility, Transformers/panels

Install stormwater system

Select the stormwater utilities:

Catch basins, Oil/water separators, Rain garden

Install water system

Select the water utilities:

Water line

Cultural Resources

Cultural resources

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: City of Lake Stevens
Project Title: Eagle Ridge Park Development

Project Number: 24-1980D
Approval Date: 06/24/2025

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Design Initiated	02/29/2024	
X	Project Start	10/01/2025	
	Progress Report Due	12/31/2025	
	Cultural Resources Study	01/31/2026	Cultural Resources Survey Report (Addendum) Required. Includes recording arch. sites and built environment (houses, structures, parks, sports fields) over 45 years old in APE on Site/Isolate Forms or HPI Forms. See CR Special Condition for details.
	Cultural Resources Complete	04/30/2026	Cultural Resources work is complete when either an IDP has been provided by the CR Unit and signed by the Sponsor, or the final Monitoring Report has been submitted and accepted by DAHP (if applicable).
	60% Plans to RCO	05/31/2026	
	Progress Report Due	06/30/2026	
	Annual Project Billing Due	07/31/2026	
	Applied for Permits	09/30/2026	
	Progress Report Due	12/31/2026	
	SEPA/NEPA Completed	12/31/2026	
	All Bid Docs/Plans to RCO	03/31/2027	
	RCO Notice to Proceed	04/30/2027	Receive Notice to Proceed from RCO prior to any ground disturbance.
	Bid Awarded/Contractor Hired	05/31/2027	
	Progress Report Due	06/30/2027	
	Construction Started	07/31/2027	
	Annual Project Billing Due	07/31/2027	
	50% Construction Complete	10/31/2027	
	RCO Interim Inspection	11/30/2027	
	Progress Report Due	12/31/2027	
	90% Construction Complete	04/30/2028	
	Funding Acknowl Sign Posted	05/01/2028	
	Construction Complete	05/15/2028	
	RCO Final Inspection	05/31/2028	
	Final Billing Due	06/01/2028	
	Final Report Due	06/15/2028	
	Agreement End Date	06/30/2028	

Project Sponsor: City of Lake Stevens
Project Title: Eagle Ridge Park Development

Project Number: 24-1980D
Approval Date: 06/24/2025

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/08/2025.

CITATIONS, HEADINGS AND DEFINITIONS

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

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

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

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

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

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

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

C.F.R. – Code of Federal Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Office – Means the Recreation and Conservation Office or RCO.

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

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

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

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

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

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

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

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

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

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

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

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

RCFB – Recreation and Conservation Funding Board

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

RCW – Revised Code of Washington

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

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

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

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

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

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

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

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

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

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

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

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

ASSIGNMENT

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

RESPONSIBILITY FOR PROJECT

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

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

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

INDEMNIFICATION

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

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

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

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

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

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

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

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

INDEPENDENT CAPACITY OF THE SPONSOR

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

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

- 4) Implement the IDP when cultural resources or human remains are found at the project site.

G. Inadvertent Discovery

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

RECORDS

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

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

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

RECOVERY OF PAYMENTS

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

COVENANT AGAINST CONTINGENT FEES

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

INCOME (AND FEES) AND USE OF INCOME

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

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

PROCUREMENT REQUIREMENTS

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

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

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

TREATMENT OF EQUIPMENT AND ASSETS

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

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

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

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

RIGHT OF INSPECTION

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

STEWARDSHIP AND MONITORING

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

PREFERENCES FOR RESIDENTS

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

ACKNOWLEDGMENT AND SIGNS

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

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

The following provisions shall be in force:

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

the RCO guidance would not meet such requirements.

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

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

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

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

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

- 3) Throughout its estimated useful service life so as to prevent undue deterioration;
- 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
- 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

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

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

LIMITATION OF AUTHORITY

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

WAIVER OF DEFAULT

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

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

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

SPECIFIC PERFORMANCE

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

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

TERMINATION AND SUSPENSION

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

A. For Cause.

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

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

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

C. Rights and Remedies of the RCO.

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

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

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

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

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

DISPUTE HEARING

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

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

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

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

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

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

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

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

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

SEVERABILITY

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

END OF STANDARD TERMS AND CONDITIONS

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

CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: Ripperger Development Agreement (LUA2025-0090)

Contact Person/Department: David Levitan, Community Development

Budget Impact: N/A

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

1. Hold a public hearing and take public testimony on LUA2025-0050, a development agreement that establishes the framework, land use review processes, development regulations and responsibilities for a proposed transfer of density between the KNA site on 99th Ave SE and the SLR site on S Lake Stevens Rd.
2. Adopt the findings outlined in this staff report, approve land use application # LUA2025-0050, and authorize the mayor to sign the development agreement shown in Attachment 1, which would then be recorded with Snohomish County.

SUMMARY/BACKGROUND:

At the Council's [July 15, 2025 meeting](#), staff introduced a proposed development agreement (DA; LUA2025-0090) that provides the framework for transferring a portion of development rights and density 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"). Development agreements are authorized and regulated in Washington state by [RCW 36.70B.170-210](#), which states that they must "set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement" and "be consistent with applicable development regulations adopted by a local government." They are regulated in Lake Stevens by [LSMC 14.16C.055](#).

As part of their July 15 discussion ([meeting video](#)), councilmembers asked questions about why a development agreement was needed, inquired about impacts on existing zoning and city growth targets, and voiced initial concerns over potential impacts related to traffic, most notably at the intersection of S Lake Stevens Rd and S Davies Rd. Over the course of the next several months, staff worked with the city attorney and applicants to revise the agreement, with an updated draft shared during the Council's [December 2, 2025 meeting](#).

As noted by staff during the December 2 Council meeting, the DA would not authorize any development on either project site. Instead, it establishes the general framework for land use review, responsibilities of each party, and vesting rights for the applicant. Highlights of the agreement include:

- General density assumptions for each site (65 SFR units on the KNA site and at least 70 MFR units on the SLR site);
- Language noting that to develop at said densities, each site will require approval of a minor (site-specific) rezone to allow for the densities and building types outlined in the agreement, with the SLR property requiring a rezone from R8-12 to MFR to allow for a MFR project (already submitted under LUA2025-0089) and the KNA property requiring a rezone from MFR to R8-12 to allow for a SFR project at a density of less than 15 units per acre. Each rezone application would be subject to an open record public hearing before and recommendation from the Hearing Examiner before a closed record public hearing and decision by the City Council, and require findings that they meet the decision criteria in [LSMC 14.16C.090](#);
- Language that, when addressing the rezone decision criteria for each site, the applicant must demonstrate that the proposed density transfer will not impact the city's zone capacity to meet its 2044 growth targets for multifamily residential development; and
- Discussion of transportation concurrency, most notably for the intersection of S Lake Stevens Rd and S Davies Rd, including the applicant's initial contribution towards survey, analysis, and design work for the intersection, which would be credited towards its proportional share of impacts to the intersection, which would be determined during the concurrency evaluation for any future site development.

During their December 2 discussion, councilmembers asked how the proposed DA would benefit the city. The DA establishes necessary improvements to address potential traffic impacts related to future development and outlines the applicant's initial contribution towards addressing those impacts. The SLR property is located within walking distance of amenities and services near the commercial hub at 20th St SE and S Lake Stevens Rd as well as transit that runs along 20th St SE. Should the applicant

demonstrate that it meets the rezone approval criteria, MFR development on the SLR site would help the city meet its 2044 growth targets at income levels at or below 80% AMI.

Attachment 1 includes an updated version of the DA reviewed by Council on December 2, with minor changes aimed at providing additional clarity and the inclusion of all exhibits.

FINDINGS AND CONCLUSIONS

Per [LSMC 14.16C.055\(f\)](#), the City Council is required to make the following findings when considering approval of a development agreement:

1. The proposed agreement is compatible with the goals and policies of the Comprehensive Plan

- Land Use Element Policy 2.1.1 – Accommodate a variety of land uses to support population and employment growth, consistent with the city's responsibilities under the Growth Management Act, PSRC Regional Growth Strategy and the Countywide Planning Policies.
- Land Use Element Policy 2.1.2 – Encourage and allow a diverse mix of housing types throughout the city to meet the needs of current and future residents.
- Land Use Element Policy 2.1.5 - Direct new growth to areas where infrastructure and services are available, planned or have undergone an infrastructure analysis to ensure growth occurs in a fiscally responsible manner to support a variety of land uses.
- Land Use Element Policy 2.1.6 - Coordinate land use decisions with capital improvement needs for public facilities including streets, sidewalks, lighting systems, traffic signals, water, storm and sanitary sewer, parks and recreational facilities, cultural facilities and schools.
- Capital Facilities Goal 9.3 – Development shall bear its fair share of costs of providing public facilities at the adopted levels of service.
- Capital Facilities Goal 9.5 – Coordinate land use decisions and financial resources with a schedule of capital improvements to meet adopted level of service standards (and) measurable objectives.

Conclusion – Approval of the development agreement would establish the general framework for allowing a transfer of density between two sites that, if subsequently approved for the required rezones outlined in the DA, would allow the applicant to develop their desired housing types without impacting the city's ability to meet its 2044 growth targets. The agreement includes language addressing transportation concurrency, including the applicant's contribution towards improvements to achieve levels of service consistent with the 2024 Comprehensive Plan.

2. The proposed agreement is consistent with applicable development regulations

- Section 7 of the proposed agreement includes language noting that the applicant would be subject to LSMC development regulations in place at the time the agreement is approved.
- In addition to the rezone applications required for each property, the applicant would be subject to preliminary and final plat approval on the KNA property, site plan review on the SLR property, and construction plan approval on both properties, for which the applicant would be required to demonstrate compliance with all applicable development regulations.

Conclusion – The proposed agreement and future land use and building permit applications would ensure consistency with applicable development regulations.

3. The proposed agreement provides for adequate mitigation of adverse environmental impacts; provided that if the development is not sufficiently characterized at a project level, the agreement shall provide a process for evaluating and appropriately mitigating such impacts in the future.

Conclusion – Approval of the development agreement is not subject to project-level State Environmental Policy Act (SEPA) review. However, future development of the site would be subject to SEPA review through the land use and building permit processes. Section 6 of the agreement specifically notes that both areas are within the boundaries of the 20th St SE Corridor Subarea Planned Action Ordinance (PAO), but that project-level review is likely to be required for one if not both sites, as the PAO is approaching the maximum unit threshold for residential development within the subarea.

Section 4 addresses the transportation concurrency requirement for future development on the SLR property, including the need to contribute a proportional share to any necessary improvements at the intersection of S Lake Stevens Rd and S Davies Rd to provide the required level of service (LOS) included in the Comprehensive Plan. Future development of both sites would also be subject to the city's LSMC development regulations related to land disturbance (Chapter 14.50) and critical areas (Chapter 14.88).

4. The proposed agreement reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Conclusion – The agreement is not intended to establish new or different development regulations but instead aims to provide the framework for a transfer of density that

maintains the city's ability to meet its growth targets and meet existing city development regulations. Section 6 includes language related to vested rights to utilize existing development regulations; it does not exempt the applicant from adhering to all applicable city regulations and provisions.

Public Notice and Comments

- Development agreements are reviewed through the city's Type VI legislative review process identified in [LSMC 14.16B.605-660](#), with the notable exception that per LSMC 14.16C.055(c)(2), they do not require a public hearing before or recommendation from the Planning Commission.
- The city published a Notice of Public Hearing in the Everett Herald on December 5, 2025. Although not required by LSMC 14.16B.630, notices were also posted at City Hall and on the city website.
- The city has received comments and questions related to the agreement over the past several months from one citizen (Sally Jo Sebring), which are included in Attachment 2. Any additional comments on the application received in advance of the public hearing will be forwarded to the City Council and made available for public review. Members of the public will also have the opportunity to provide oral testimony during the public hearing.

Conclusions – The city has met all public notice requirements per Chapter 14.16B LSMC.

State Environmental Policy Act (SEPA) (Chapter 197-11 WAC and Title 16 LSMC)

- The proposed agreement is a minor land use decision that is category exempt from SEPA. Section 6 outlines the SEPA requirements for future land use applications.

Conclusions – The proposed code amendment has met all local and state SEPA requirements.

APPLICABLE CITY POLICIES:

LSMC 14.16C.055 (Development Agreements)

ATTACHMENTS:

1. Attachment 1 - Ripperger Development Agreement
2. Attachment 2 - Public Comments and Questions

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 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, KNA is the owner of certain real property within the City known as Assessor Parcel Numbers 29061900300100, 29061900302400, 29061900302600, 29061900302500, 29061900300200, and 29061900301500, the legal description of which is attached hereto as Exhibit A (the “**KNA Property**”); and

B. WHEREAS, SLR is the owner of certain real property within the City known as Assessor Parcel Number 00479700000500, the legal description of which is attached hereto as Exhibit B (the “**SLR Property**”) (individually a “**Property**” or collectively with the KNA Property the “**Properties**”); and

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

D. WHEREAS, the KNA Property is currently zoned Multi Family Residential (MFR) and the SLR Property is zoned R8-12 under the Lake Stevens Comprehensive Plan and related Zoning Code.

E. WHEREAS, in order to comply with the minimum density requirements of Lake Stevens Municipal Code (LSMC) Chapter 14.36, KNA and SLR desire to complete a rezone of each Property and effect a trade or transfer of density thereby, between the Properties; and

F. WHEREAS, the Lake Stevens Comprehensive Plan provides the policy foundation for such rezones, the decision criteria for which are found in LSMC 14.16C.090(g); and

G. WHEREAS, SLR future development will impact an intersection at S. Lake Stevens Road and S. Davies Road that is currently not meeting concurrency standards as established by the City of Lake Stevens. As part of the future development on the SLR Property, SLR agrees to complete the mitigation measures set forth herein; and

H. WHEREAS, methods for meeting traffic concurrency are established in LSMC 14.110.080, and SLR’s concurrency responsibilities are outlined in Section 4 of this agreement; and

I. 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.

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, legal descriptions and conceptual site plans of which are set forth in Exhibit A and Exhibit B, respectively.

2. Rezone Applications. To give effect to this Agreement, the SLR Property will submit a rezone application for the SLR Property pursuant to LSMC 14.16C.090; such application shall request rezone of the SLR Property from R8-12 to MFR. The KNA Property will submit a rezone application for the KNA Property pursuant to LSMC 14.16C.090; such application shall request rezone of the KNA Property from MFR to R8-12. In addressing the decision criteria in LSMC 14.16C.090(g), each rezone application shall demonstrate that the proposal will not negatively impact the city’s ability to meet its adopted 2044 growth targets at all income levels and associated housing types. Provided the rezone applications are consistent with this Agreement, they shall be given all due consideration given the mutual promises, benefits, and obligations set forth herein. If either or both of the rezone applications are denied, KNA and SLR may, in their sole discretion, terminate this Agreement effective immediately by recording notice of the same with reference to this provision.

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

Required Density: 6.89ac x 15 units per acre = 103.35 units or 103 units

Proposed Density: 65 SFR Units

Difference to be Transferred: 103– 65 = 38 units

3.1.2 **SLR Property**

Existing: R8-12

Net Density: $123,177\text{sf} - (123,177\text{sf} \times 0.25) = 92,383 \text{ sf} (2.12\text{ac})$

Allowable Density: $92,383\text{sf} / 4,000\text{sf} (\text{Detached minimum lot size}) = 23.09$
or 23 units

Allowable Density: $92,383\text{sf} / 2,800\text{sf} (\text{Attached minimum lot size}) = 32.99$
or 33 units

Proposed: Multi-Family Residential (MFR)

Net Density: $123,177\text{sf} - (123,177\text{sf} \times 0.25) = 92,383 \text{ sf} (2.12\text{ac})$

Allowable Density: $2.12\text{ac} \times 15 \text{ units per acre} = 31.8 \text{ units or } 32 \text{ units}$

Proposed Density w/ Transfer: 70-72 units, depending on detached or attached baseline

SLR Increase in Density: 70 units – 32 units = **38 units**

72 units – 32 units = **40 units**

4. SLR Concurrency Requirement. Consistent with LSMC Chapter 14.110 Concurrency Management Systems, RCW 82.02.020, and Chapter 43.21C RCW (SEPA), SLR's initial contribution to mitigating the intersection of S. Lake Stevens Road and S. Davies Road shall be to survey the intersection, provide the City with an Intersection Control Evaluation (ICE Report), and prepare a Conceptual Phase and Geometric Layout of a roundabout as outlined below.

4.1 Survey

4.1.1 Survey the intersection of S. Lake Stevens Road and S. Davies Road, including the two driveway approaches east of the intersection.

4.1.2 Survey south of the intersection to the southern boundary of the SLR Property.

4.1.3 Survey both S. Lake Stevens Road and S. Davies Road north of the intersection to a distance of 300-feet.

4.2 Intersection Control Evaluation (ICE)

4.2.1 Collect AM and PM peak-hour volumes to confirm existing traffic volumes.

4.2.2 Calculate 2044 future traffic volumes for the intersection of S. Lake Stevens Road and S. Davies Road to include a growth rate and/or pipeline data.

4.2.3 Evaluate intersection control alternatives, to include all-way stop-control, signalization, and roundabout control.

4.2.4 Crash analysis for latest 5-year period and/or discussion of Crash Modification Factors (CMF) for control alternatives.

4.2.5 Provide report based on a modified Washington State Department of Transportation (WSDOT) ICE methodology.

4.3 Conceptual Phase of Geometric Layout of Roundabout

4.3.1 SLR will prepare a two-dimensional concept geometric layout for the intersection of S. Lake Stevens Road at S. Davies Road. This concept geometric layout will include:

- 4.3.1.1 Single lane for all traffic movements
- 4.3.1.2 Turning movements
 - 40-foot bus – All movements
 - Emergency vehicle – All movements
- 4.3.1.3 Fast Path Calculations
- 4.3.1.4 Design will look at preserving existing sidewalks to the amount reasonably feasible
- 4.3.1.5 Two (2) online meetings with City representatives (if desired by either party)
 - ❖ This concept geometric layout will not include: any vertical considerations, drainage impacts or design, or opinion of probable cost.

5. **Subsequent Development.** Presuming that the rezone applications are approved, subsequent development applications shall be governed by this Agreement. The financial cost of the survey and analysis identified in Section 4 (based on a scope of work and fee estimate agreed upon between the City and SLR) shall be credited towards the proportional share of necessary design and improvements to the intersection of S Lake Stevens Rd and S Davies Rd associated with future development of the SLR property, as determined by the final design and cost estimate of the intersection improvements and the project-level traffic impact analysis (including trip generation and distribution) for the SLR property. Should the SLR property owner's costs for tasks identified in Section 4 exceed their determined proportional share of intersection design and improvements, the difference shall be reflected in traffic impact fee (TIF) credits.

6. **SEPA Analysis.** Both the KNA and SLR properties are located within the boundaries of the 20th St SE Corridor subarea, for which a Planned Action Ordinance (PAO) was adopted in 2012. The PAO is approaching its maximum thresholds for residential units, so either or both properties may be subject to project-level SEPA review.

7. **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, excluding any currently vested applications for the Properties. 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. 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.

8. **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.

9. **Term.** The Term of this Agreement (“**Term**”) shall be ten (10) years, measured from the Effective Date.

10. **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.

11. **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.

12. **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.

13. **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 Title 17 and Chapter 9.60 LSMC, respectively.

14. **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 LSMC Title 17, nuisance abatement authority pursuant to Chapter 9.60 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.

15. 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.

16. 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:
Bret Gailey, Mayor
1812 Main St
PO Box 257
Lake Stevens, WA 98258

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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Voluntary Commitments; Waiver.** The Owners expressly acknowledge that the dedication and conveyance of the Park and the Additional Dedication Parcel and any improvements associated therewith pursuant to Section 5 of this Agreement are provided by the Owners freely and voluntarily. Without limitation of the foregoing, the Owners, and each of them, expressly waive as against and release the City, its officials and employees from any and all claims, suits and causes of action (collectively, "Claims") related to such dedication and conveyance, specifically including any Claims alleging liability for unconstitutional takings, substantive due process, procedural due process, and/or violations of Chapter 82.02 RCW.

22. **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.

23. **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.

24. **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.

25. **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.

26. 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.

27. 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

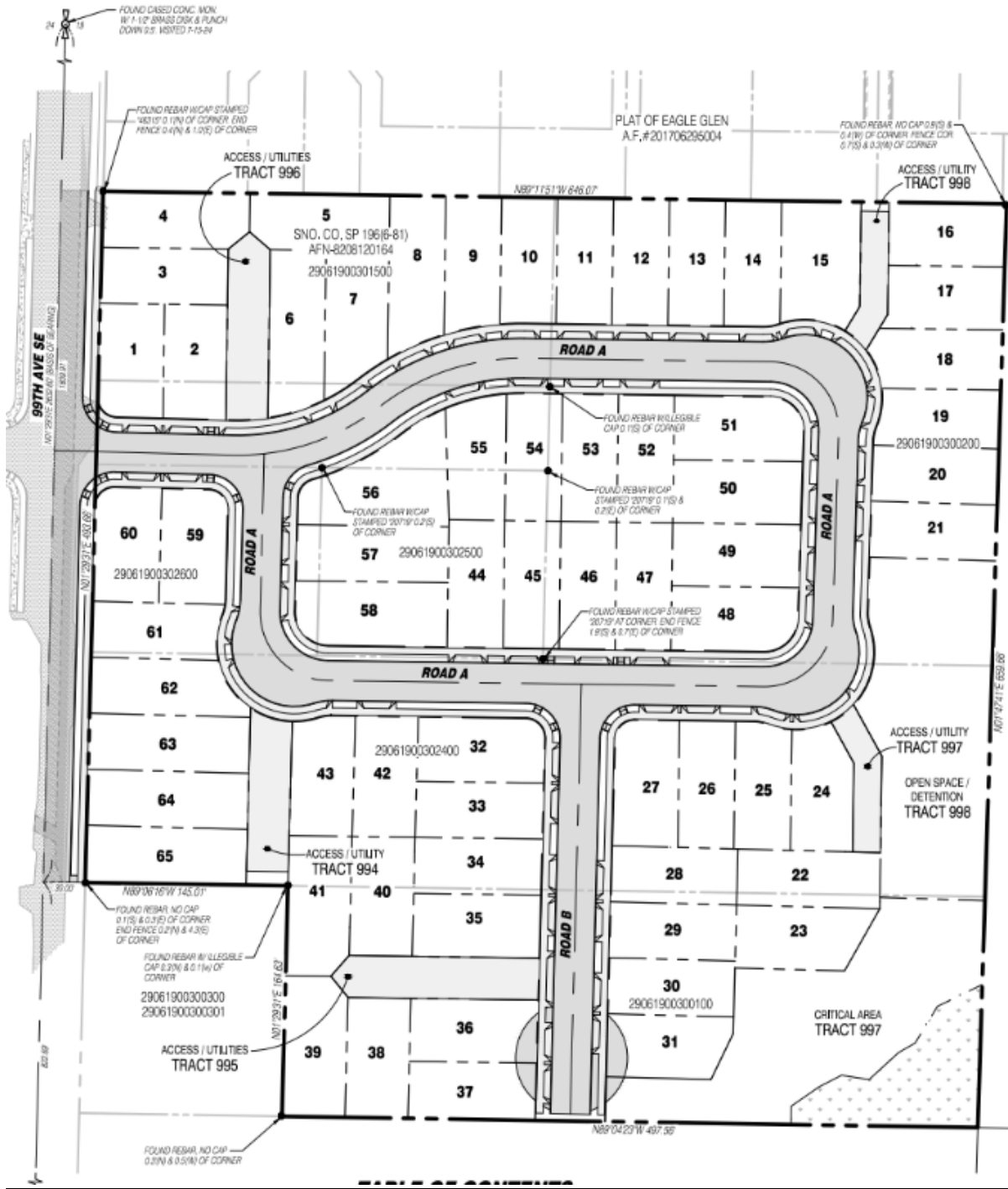


EXHIBIT B

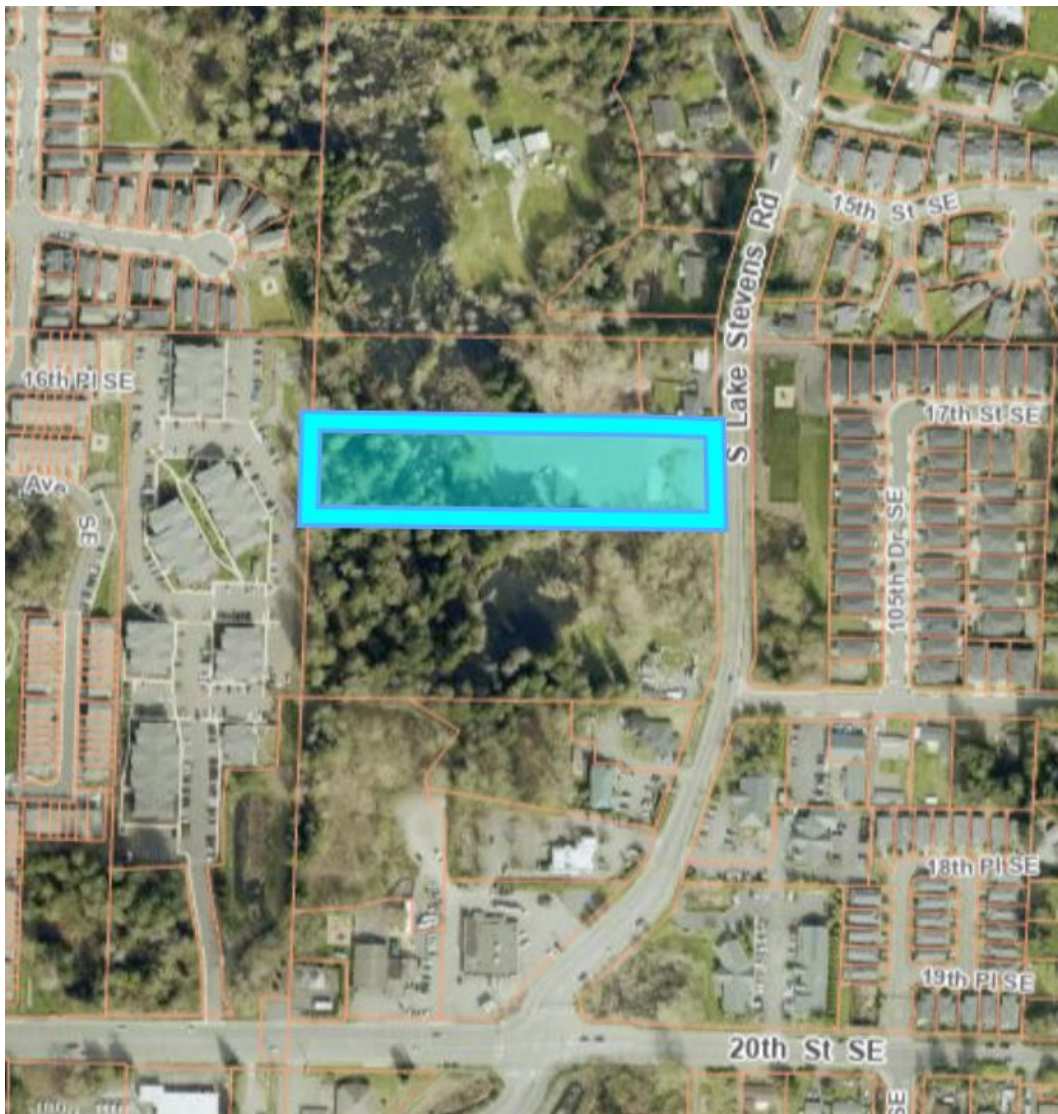
Legal Description

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



David Levitan

From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Wednesday, July 30, 2025 4:09 PM
To: David Levitan
Subject: KNA/Dawson Development Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Senior Planner Levitan,

Please consider me a party of record for the KNA/Dawson Development Agreement.

Thank you,
Sally Jo Sebring

David Levitan

From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Sunday, August 3, 2025 12:43 PM
To: David Levitan
Subject: Dawson Rezone and KNA/Dawson Development Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Principal Planner Levitan,

I have a question or two to ask about the Dawson Rezone and KNA/Dawson Development Agreement.

In your presentation for the KNA Development Agreement at the July 15th City Council meeting, you had a slide and stated that:

- Proposal would not reduce the city's overall zoned capacity, including MFR units potentially affordable at incomes \leq 80% AMI

I am not understanding this. The KNA property is zoned MFR and is noted in an application as 9.1 acres. The Dawson/SLR property is 2.83 acres. I don't see how a density transfer and the minimum units of 70 on the Dawson property will, in any way, be considered an equivalent number of units within the less than or equal to 80% AMI that would be that would be potentially provided on the 9.1 acres. We know that if the KNA project goes through as single family homes, none will be considered in that range.

So that is my first question.

The second is it seems like there is not a plan to rezone the KNA (Ripperger) property. That doesn't make sense either. It seems like the plan is to basically rezone it but not call it a rezone. If it's not rezoned, does that mean the city can still count it as MFR acreage even though it isn't?

I will have further comments and questions.

Thank you,
Sally Jo Sebring

David Levitan

From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Friday, November 21, 2025 7:51 AM
To: David Levitan
Subject: Re: Development Agreement

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Hello David,

Just a little more thinking....and it seems a bit strange to be having a work-session on the DA when the council is about to have a lot of turnover. Is the city hoping to get this passed before the end of the year? If not, wouldn't it make more sense to wait so that the folks voting on it would be well-versed in the process?

Thank you,
Sally Jo

From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Friday, November 21, 2025 7:47 AM
To: David Levitan <dlevitan@lakestevenswa.gov>
Subject: Re: Development Agreement

Thank you.

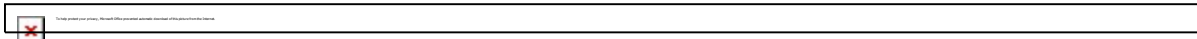
Sally Jo

From: David Levitan <dlevitan@lakestevenswa.gov>
Sent: Friday, November 21, 2025 7:45 AM
To: sallyjosebring <sallyjosebring@frontier.com>
Subject: RE: Development Agreement

Hi Sally Jo:

The DA is scheduled for a work session on 12/2. I am not sure if they are publishing the packet next Tuesday or Wednesday (given the holiday), but the materials will be available in the [agenda packet](#) once they do.

David





David Levitan, *Principal Planner*

City of Lake Stevens | Planning and Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258
(425) 622-9425
dlevitan@lakestevenswa.gov

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From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Wednesday, November 19, 2025 2:33 PM
To: David Levitan <dlevitan@lakestevenswa.gov>
Subject: Re: Development Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Principal Planner Levitan,

Just checking in on this. I guess it hasn't been that long, but just want to make sure that I didn't miss an email. Is there a new date scheduled for the work session?

Thank you,
Sally Jo Sebring

From: David Levitan <dlevitan@lakestevenswa.gov>
Sent: Friday, October 24, 2025 12:37 PM
To: sallyjosebring <sallyjosebring@frontier.com>
Subject: RE: Development Agreement

Hi Sally Jo:

We have removed the DA work session item from next week so that we can continue to review and work on some refinements. I will let you know when it is rescheduled.

Have a good weekend.

David

From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Wednesday, October 15, 2025 11:31 AM
To: David Levitan <dlevitan@lakestevenswa.gov>
Subject: Re: Development Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Principal Planner Levitan,

I just checked Council meeting agendas and didn't find the Ripperger - Dawson Development Agreement on any agenda yet.

I also looked at Citizens Connect and found nothing visible to the public since the original DA application in June and letter of completeness in July. Are there other documents, such as letters back to the developer regarding the changes that you mentioned in your below email, that are in your side of the portal that could be released for public view? It would be great if those were easily accessible.

Thank you,
Sally Jo Sebring



From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Tuesday, September 23, 2025 10:45 AM
To: David Levitan <dlevitan@lakestevenswa.gov>
Subject: Re: Development Agreement

Thank you.
Sally Jo

From: David Levitan <dlevitan@lakestevenswa.gov>
Sent: Tuesday, September 23, 2025 9:55 AM
To: sallyjosebring <sallyjosebring@frontier.com>
Subject: RE: Development Agreement

Hi Sally Jo:

You are correct, the development agreement is not on tonight's agenda, as the applicant is working on some revised language for the city to review before a City Council work session is held in advance of the required public hearing.

	David Levitan, <i>Principal Planner</i>
	City of Lake Stevens Planning and Community Development 1812 Main Street PO Box 257 Lake Stevens, WA 98258 (425) 622-9425 dlevitan@lakestevenswa.gov

NOTICE: All emails and attachments sent to and from the city of Lake Stevens are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Tuesday, September 23, 2025 9:24 AM

To: David Levitan <dlevitan@lakestevenswa.gov>

Subject: Development Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Principal Planner Levitan,

I had today's date as a council meeting that you were expecting to give an update on the Development Agreement for the Ripperger and Dawson sites. I don't see it on the agenda so wanted to make sure it's not planned for today and to see what the status of the DA is.

Thank you,
Sally Jo Sebring

David Levitan

From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Thursday, December 4, 2025 1:48 PM
To: David Levitan
Subject: Re: question on Ripperger DA

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello David,

Thank you for your response.

Under 3.1.2 in the DA, it shows the SLR property with proposed MFR would have an allowable density of 32 units. Is that meant to read "required density"? It seemed odd to me when I read it....since it seemed the same as what I thought the required density was.

Thank you,
Sally Jo Sebring

From: David Levitan <dlevitan@lakestevenswa.gov>
Sent: Thursday, December 4, 2025 7:16 AM
To: sallyjosebring <sallyjosebring@frontier.com>
Subject: RE: question on Ripperger DA

Hi Sally Jo:

The DA would not serve to exceed the density allowed on the Dawson/SLR site if the MFR rezone would be approved but instead seeks to establish the target that any subsequent MFR development on the site would propose, based on their (and the city's) initial analysis of development feasibility. There is not a maximum density in the MFR, with the limiting factors on unit count instead maximum height, impervious surface area, etc.

David

From: sallyjosebring <sallyjosebring@frontier.com>
Sent: Wednesday, December 3, 2025 8:41 AM
To: David Levitan <dlevitan@lakestevenswa.gov>
Subject: question on Ripperger DA



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Principal Planner Levitan,

I would like to ask a clarifying question. From my reading of your staff report for last night's city council meeting, I understood that the proposed development agreement would be allowing many more units on the SLR/Dawson site than would be allowed under MFR zoning, if that rezone goes through. It looked like 32 units would be allowed under allowed under MFR, but that 70-72 units would be allowed under the Development Agreement. Am I understanding this correctly? That without the DA, the limit if rezoned would be 32?

I don't think I heard either you or Director Wright mention this though it seems to be a major point of the DA.

Thank you,
Sally Jo Sebring

	<small>This image cannot be displayed. Your computer may not have enough memory to open the image, or the image may have been moved. Restart the computer and open the file again. Check the file's path and naming. You may need to delete the image and then insert it again.</small>
	<p>David Levitan, <i>Principal Planner</i></p> <p>City of Lake Stevens Planning and Community Development 1812 Main Street PO Box 257 Lake Stevens, WA 98258 (425) 622-9425 dlevitan@lakestevenswa.gov</p>

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CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: Resolution No. 2025-13 – Naming the Marcus Tageant Interpretive Trail

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Minor costs for interpretive signage and naming plaques to be determined.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Resolution No. 2025-13 (Att. 1) to name the interpretive public trail at the new city campus the “Marcus Tageant Interpretive Trail.”

SUMMARY/BACKGROUND:

Councilmember Marcus Tageant served Lake Stevens from 2010 to 2025. He was a strong supporter of local government and was passionate about parks and recreation. The City Council discussed its desire to honor Marcus Tageant by naming a facility in his honor. Staff believe the proposed interpretive trail (Att. 2) at the new city campus reflects his legacy and interests and also aligns with several city values:

- Community Engagement – Honoring a long-serving councilmember fosters civic pride and connection;
- Parks, Recreation, and Open Space – The trail enhances recreational access and supports active lifestyles;
- Environmental Stewardship – Its interpretive elements promote awareness of local ecology and history; and
- Quality of Life – The trail contributes to a vibrant, accessible public space for all residents.

The trail will include a walkway, bridge, landscaping, signage and passive recreation amenities in a park-like setting adjacent to the new city campus.

Staff recommends approval of Resolution No. 2025-13 to formally name the interpretive trail in honor of Councilmember Marcus Tageant.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Att.2_12-9-2025
2. Resolution 2025-13_12-16-2025



BRIDGE
RAIN GARDEN
(ALTERNATE FUNDING)

EXISTING WETLAND

WETLAND TRAIL

LAWN AREA
(ALTERNATE FUNDING)

Resolution No. 2025-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS,
WASHINGTON, NAMING THE INTERPRETIVE PUBLIC TRAIL AT THE NEW
CITY CAMPUS IN HONOR OF COUNCILMEMBER MARCUS TAGEANT.

WHEREAS, Councilmember Marcus Tageant served the city of Lake Stevens between 2010 and 2025, demonstrating an unwavering commitment to city government and the betterment of the community;

WHEREAS, Councilmember Tageant was a passionate supporter of parks and recreation to enhance public spaces and improve the quality of life for residents;

WHEREAS, at the June 24, 2025 meeting, the City Council discussed its desire to honor Marcus Tageant by naming a facility in his honor.

WHEREAS, the new city campus includes an interpretive public trail that reflects the values of community engagement and recreational access that Councilmember Tageant supported;

WHEREAS, the City Council wishes to recognize Councilmember Tageant’s legacy and contributions to the city by naming this trail in his honor.

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

Section 1. The interpretive public trail located at the new city campus is hereby named "Marcus Tageant Interpretive Trail" in honor of Councilmember Marcus Tageant’s dedication to public service and support of parks and recreation.

PASSED by the City Council of the City of Lake Stevens this December 16, 2025.

Mayor Brett Gailey

ATTEST/AUTHENTICATION:

City Clerk Kelly M. Chelin

APPROVED TO FORM:

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: Bid Award for the Lake Stevens Historical Museum and Retail Building

Contact Person/Department: Russ Wright, Community Development

Budget Impact: \$5,380,901 from various funds

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

1. Approve Valdez Construction as the selected contractor for the Lake Stevens Historical Museum and Retail Building as the low bidder.
2. Adopt a final project budget, not to exceed \$5,380,901, for construction costs, soft costs and supplemental costs, subject a future budget amendment.

SUMMARY/BACKGROUND:

Introduction

This staff report summarizes the development process for the Lake Stevens Historical Museum and Retail Building, highlighting its importance to the Downtown Lake Stevens Subarea Plan. It describes project milestones, stakeholder engagement, budget considerations, and recommends awarding the project to Valdez Construction (Attachment 1) as the low bidder for the project.

Importance to the Downtown Subarea Plan and Economic Development

The Lake Stevens Historical Museum and Retail Building, to be known as Mill Spur Yard, has been planned for many years as a cornerstone of the Downtown Subarea Plan, serving as a cultural anchor along Mill Spur. Its contemporary northwest architecture and integration with commercial and public spaces align with the goals for a vibrant, walkable downtown. This project enhances community identity, supports cultural preservation, contributes to the revitalization of the downtown core and serves as a catalyst for future business development.

Stakeholder engagement has been robust throughout the planning and development phases of this project. Staff worked closely with the Lake Stevens Historical Society and the project architect on the design. Staff have engaged city leadership and council liaisons to the Historical Society during the process and provided regular updates to City Council to ensure alignment with the planning objectives.

Mill Spur Yard will include three tenant spaces: the museum, a 1st floor retail space and a 3rd story suite. The tenant spaces are being actively marketed to businesses that can help activate downtown Lake Stevens and Mill Spur, while complementing the museum.

Budget Overview

Funding for Mill Spur Yard includes diverse revenue sources including city bonds, property sales, REET funds, a grant from the Washington State Historical Society and pandemic recovery funds. The overall budget is conservative and accounts for maximum design costs, construction estimates, public art, contingency allocations, traffic impacts and utility costs to ensure the project remains viable and can be constructed responsibly. It is likely the final project will be lower than the maximum requested budget. A budget amendment will follow in 2026 to reallocate funding sources. The construction-related costs are included in Attachment 1. The remaining project cost is related to design previously approved under the city's procurement policy, totaling \$306,480.

Public Works Bidding Process & Procurement Policy

The Lake Stevens Procurement Policy 302, adopted via Resolution No. 2024-08, outlines procedures for a formal competitive process for public works projects. The City Council must approve the contract and budget due to the cost. City staff issued a formal invitation to bid on **October 22, 2025**, with a closing date of **November 13, 2025**. The project scope includes construction of an approximate 8,640 square foot, three-story facility and related site improvements at 12404 Mill Spur Road. The facility will meet LEED Silver certification targets for energy compliance and environmental design elements.

Following a competitive bidding process and reference checks, Valdez Construction was selected as the low bidder to construct the project. Their proposal included a detailed cost breakdown and met all technical and financial requirements and public works standards. Valdez has built many public and commercial projects, including libraries and fire stations.

The city will also hire special inspectors and building commissioning experts separately to complete the project following the city's procurement policies. Special inspectors are required because of the type of construction. System commissioning is required under the LEED certification program to ensure the building and systems are energy efficient.

Conclusion

The Lake Stevens Historical Museum and Retail Building is a significant investment in the city's cultural and civic infrastructure. Its development advances the Downtown Subarea Plan's vision for a dynamic and inclusive community space. With stakeholder support, a comprehensive budget and the selection of a qualified construction partner in Valdez Construction, the project is poised for successful implementation.

APPLICABLE CITY POLICIES:

Procurement Policy

ATTACHMENTS:

1. 24469 - Recommendation to Award Revised - 20251210



City of Lake Stevens
Attention: Russell Wright
1812 Main Street
Lake Stevens, WA 98258

December 10, 2025
Lake Stevens Historical Museum
Architect's Project #24469

RECOMMENDATION TO AWARD

Following our review of AIA Document A305-2020 Contractor's Qualification Statement and attached Exhibits A through E, excepting sensitive financial documents, it is our opinion that the City of Lake Stevens should accept the qualified low bid from **Valdez Construction, Inc.**, of Oak Harbor, Washington State and award them the Contract for Construction of the new Lake Stevens Historical Museum.

All submitted documents are deemed acceptable and all reference check responses have been positive. We have found no reason to reject the Low Bidder for reasons of poor performance or inability to complete the work.

Upon your acceptance of this recommendation, we will issue a formal Notice of Intent to Award this contract to the selected Bidder. The selected Bidder must submit the following documents to the Architect, within Ten (10) calendar days of date of issuance of Notice of Intent to Award

1. Pursuant to Section 01 33 00, a complete Listing of Subcontractors and Suppliers proposed to be used on the reference Project.
2. Chain-of Command Organizational Chart.
3. Pursuant to Section 01 32 16 and Supplementary Conditions ARTICLE 8, provide Preliminary Schedule of Work.
4. Reference Supplementary General Conditions ARTICLE 11 - Insurance and Bonds, provide Certificate(s) of Insurance (including endorsements).
5. Four (4) Contractor executed Originals of AIA Document A101-2007, Standard Form of Agreement between Owner and Contractor.
6. Other items and or documentation as required by the Bid Documents:
 - a. Special Inspections Form Signatures

This Recommendation to Award is based on the amount of the Base Bid, selected Bid Alternates, and Additional Budget Items as noted (not including WSST) and described as follows:

Construction Contract Budget

Base Bid:	\$4,047,685.00
Bid Alternates:	
Alternate #1 - Additive:	Not Accepted
Alternate #2 - Deductive:	-\$26,728.00
Alternate #3 - Deductive:	-\$4,889.00

Construction Contract Subtotal: \$4,016,068.00

Additional Budget Items:

Local and State Sales Tax of 9.4%	\$377,510.39
Recommended Contingency of 10%:	\$401,606.80
Inclusion of 1% of Construction Cost for Artwork, less funds from other sources:	\$13,033.00
Envelope Commissioning (Max. Proposed Fee):	\$44,100.00
Systems Commissioning (Max. Proposed Fee):	\$36,315.00
Special Inspections (Max. Proposed Fee):	\$28,485.45
Sewer Extension	\$110,998.00
Traffic Impact Study	\$46,304.00

Additional Budget Subtotal: \$1,058,352.64

Total Project Budget Recommendation: \$5,074,420.64

Please confirm or reject your acceptance of this recommendation, in writing, to the attention of Mark J. Neal, M J Neal Associates, PO Box 1945 Wenatchee WA 98807, within the sixty (60) day time limit stipulated in the bid documents. According to the documents, "Notice of Intent to Award" the contract must be issued no later than 2:00 PM on the 29th of January, 2026.

Sincerely,



Justin R Borst, RA
Senior Architect, MJ Neal Associates

cc: Mark J Neal, AIA, NCARB
Principal, Managing Member, MJ Neal Associates

CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: Lakeview Flats Development Agreement Termination — Resolution 2025-12

Contact Person/Department: Christi Schmidt, Community Development

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Resolution 2025-15 to repeal Resolution 2022-08 and terminate the development agreement with Lakeview Flats, LLC

SUMMARY/BACKGROUND:

Staff briefed the City Council about the proposed request to terminate the Development Agreement with Lake View Flats, LLC on December 09, 2025. Council requested that this request be returned as an action item and for staff to provide additional information on what the alternate proposal would be from Lakeview Flats, LLC.

As previously discussed, the City Council adopted Resolution 2022-08 approving a Development Agreement (DA) with Lakeview Flats, LLC for a three-story mixed-use development. The agreement outlined building preferences, clarified responsibilities for frontage improvements and addressed offsite parking. The City completed frontage improvements along Main Street and Mill Spur and has constructed a public parking lot, which has since been merged with the museum lot. Following the agreement, Lakeview Flats, LLC obtained land use and building permits. The building permit expired on September 10, 2024.

The applicant has informed the City that it no longer intends to construct the three-story project. Conceptually, they would like to construct a two-story building that would be approximately 5,000 square feet and include space for between two and four tenant suites based on the final configuration. The most significant change is removing the residential component based on a lack of market demand. The revised project will be

reviewed administratively pursuant to the adopted subarea regulations, design guidelines and building code in effect. As revised, the project will contribute to the economic development of downtown Lake Stevens and complement the pending museum and retail building activating the area around North Cove Park.



Given these changes and because the original purposes and conditions of the Development Agreement have either been fulfilled or are no longer relevant, the City and Lakeview Flats propose to terminate the agreement and repeal Resolution 2022-08. The City Attorney has reviewed both the resolution and the draft termination agreement.

APPLICABLE CITY POLICIES:

LSMC 14.16C.055

ATTACHMENTS:

1. Attachment 1 - Res No 2025-12 Lakeview Flats Development Agreement Termination_12-3-2025

**CITY OF LAKE STEVENS
Lake Stevens, Washington
RESOLUTION NO. 2025-12**

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, REPEALING
RESOLUTION 2022-08 AND APPROVING A TERMINATION AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS (CITY), WASHINGTON, A
MUNICIPAL CORPORATION, AND LAKEVIEW FLATS, LLC A LIMITED
LIABILITY CORPORATION AND/OR ASSIGNS AND SUCCESSORS**

WHEREAS, the City entered into a Development Agreement with Lakeview Flats, LLC as approved through Resolution 2022-08 related to the development of 1800 Mill Spur (Tax Parcel No. 00553800003100); and

WHEREAS, the Development Agreement contained provisions that the Lakeview Flats, LLC would construct an approximate 17,000 square-foot building and related site improvements; and

WHEREAS, the building permit issued to Lakeview Flats, LLC expired on September 10, 2024 and Lakeview Flats, LLC notified the City that it did not intend to construct the project as described in the Development Agreement;

WHEREAS, the City and Lakeview Flats, LLC have negotiated a Termination Agreement (Exhibit A) to terminate the Development Agreement and any associated agreements as conditions have substantially changed since its execution.

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

Section 1. Resolution 2022-08 is hereby repealed.

Section 2. The Council agrees that it is in the public interest that the Development Agreement identified in Resolution 2022-08 and in the Termination Agreement, Exhibit A hereto, be terminated and the Mayor is hereby authorized to sign the Termination Agreement on behalf of the City.

Section 3. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

PASSED by the City Council of the City of Lake Stevens this 16th day of December, 2025

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Exhibit A
Termination Agreement

CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: 131st Ave Infrastructure Improvements Construction Contract Award

Contact Person/Department: Erik Mangold, Public Works

Budget Impact: \$1,208,998.99

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the public works contract with Reece Construction for the construction of the 131st Ave Infrastructure Improvements Project

SUMMARY/BACKGROUND:

The Public Works Department solicited bids on November 25, 2025. A bid opening was held the afternoon of December 11, 2025. A total of 13 bids were received, with the low bid coming from Reece Construction Company in the amount of \$1,198,998.99. The Public Works Department has verified the bidder's responsiveness and responsibility and, per the Interlocal Agreement with the Lake Stevens Sewer District and the city's standard practice, has obtained agreement to proceed with bid award from the District's General Manager and now seeks a motion from the Council to authorize the Mayor to sign the construction contract for this project. This contract has 90 working days and is anticipated to be completed near the end of July 2026. The project budget is below:

Revenues
REET II
SWC
TIZ

Total
Sewer District Maximum Reimbursement (Per ILA)

Planned Expenditures
Design
Construction
Contingency (15%)
Total

The project includes the installation of approximately 1,100 linear feet of sewer main, along with new manholes and side sewer connection stubs, to the properties along 131st Ave NE, from 20th St NE to Hartford Drive. The project will also widen the existing roadway to the west to install new curb and gutter, a 7-foot wide bio-retention swale for low-impact design storm drainage, and an 8-foot wide multi-use path along the western side of the road that will connect the sidewalks at 20th St NE to the Centennial Trail at the northern crossing of Hartford Rd.

APPLICABLE CITY POLICIES:

Procurement Policy, Capital Improvement Plan, 2025 Budget

ATTACHMENTS:

1. City-Sewer District_ILA DEA_Recorded
2. 23006_PW Contract_251212
3. 23006_Bid Tabulation_251212

Return Address:

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

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

Reference Numbers:

Grantors: CITY OF LAKE STEVENS

Grantee: LAKE STEVENS SEWER DISTRICT

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

Full legal on Page 10 of attached document.

Property Tax Account Number: 29060800103000

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

THIS AGREEMENT is to be effective as of the 10th day of April 2025 by and between the City of Lake Stevens, a Washington Municipal Corporation (the "City") and Lake Stevens Sewer District, a special purpose district of the State of Washington (the "District").

RECITALS

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

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

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

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

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

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

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

H. The gravity main the City will be constructing as part of the Project is a gravity main that the District had anticipated funding as a capital project – specifically, the E5-B Gravity Main project as described in the District's 2022 General Sewer/ Wastewater Facility Plan. In consideration of the City designing and contracting for the construction of the E5-B Gravity Main at the City's expense as part of the Project, the District agrees to reimburse the City for certain costs of construction of the project incurred by the City under the awarded construction contract described in Section 17 of this Agreement.

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

(a) Obtain District approval of its contractor in accordance with the qualification requirements of applicable law and the District's Administrative Code. When bids for construction are received by the City, they shall be reviewed by the District. Both Parties shall agree to proceed with a bid award prior to a bid award by the City. The written approval of the District's General Manager or designee shall be sufficient evidence of District agreement to proceed with a bid award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **ULID FORMATION:** If any utility local improvement district ("ULID") is proposed to pay all or a part of the cost of constructing and acquiring sewers that serve or benefit all or a part of the Property, the Owner and its assigns and successors in interest agree that they will sign any petition to form such ULID and will not protest or object to the formation of such ULID. If the District constructs and acquires additional sewer lines and facilities within or serving the Property, nothing in this Agreement shall prevent the District from levying special assessments against any of the Property for the cost of those sewer lines and facilities and to

the extent of the benefit from them. After conveyance to the District of the Project sewer lines, additional property may be permitted to connect to them under such terms and conditions as the District in its sole discretion may determine.

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

As described in Recital H, in consideration of the City's construction of the E5-B Gravity Main as described in the District's 2022 General Sewer/Wastewater Facility Plan, the District shall provide the Project General Facility Charge Credits in accordance with District Code. The District shall credit the project 100% of the General Facility Charges for the 4.3 connections of this Project towards the Owner's construction of the E5-B Gravity Main. The District's contribution to the construction of the E5-B Gravity Main shall not exceed \$58,050.00.

12. REIMBURSABLE: In accordance with RCW 35.91.020 and/or RCW 57.22.020, the property tributary to the sewer facilities constructed by this project will be benefitted by the project, as depicted in Exhibit "D". Therefore, the District will impose a reimbursement charge as described in Exhibit "C", to be collected by the District from property owners for a period of 15 years from the date of conveyance of the Project to the District and shall pay such reimbursable to the City within 60 days of collection.

Every two years from the date of this Agreement, the City shall provide the District with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement. If the City fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the District may collect any reimbursement funds owed to Owner under this Agreement. Such funds shall be deposited in the capital fund of the District.

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

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

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

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

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

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

17. COST-SHARING OF SEWER CONSTRUCTION COSTS: The City agrees to administer, manage and fund a construction contract for the Project. Upon completion of the Project as described in Section 14, the City shall invoice the District for reimbursement of fifty percent [50%] of the Total Sewer Project Costs estimated in Exhibit E. The District agrees to reimburse the City up to \$600,000 in actual costs incurred for the Project. Reimbursement will be provided by the District to the City within 30 calendar days of receipt of Project cost report and invoice.

131st Ave NE Sewer Extension

Exhibit A: Legal Description

PARCEL ID: 29060800103000

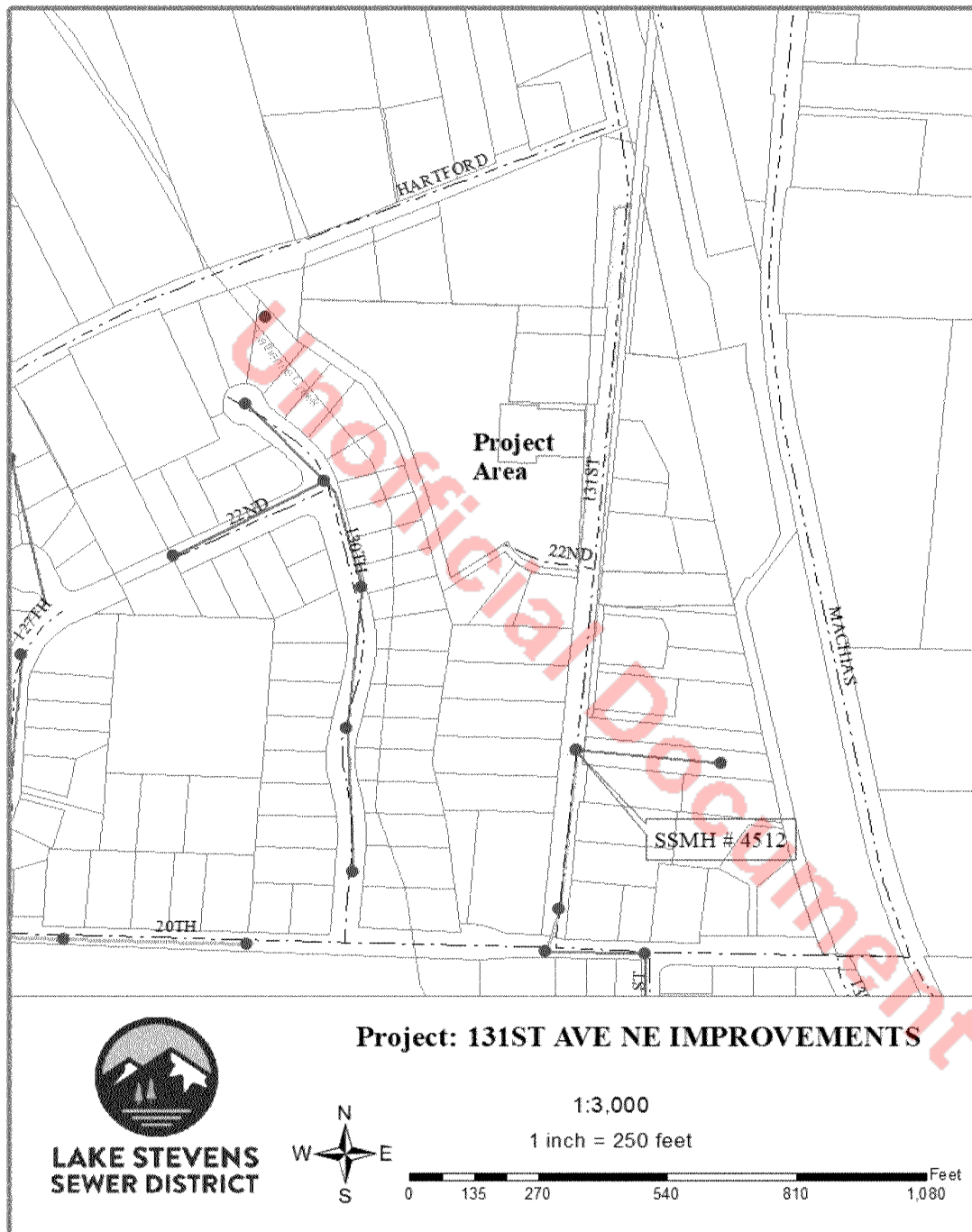
LOT 4, SHORT PLAT RECORDED ON JUNE 26, 1978 UNDER RECORDING NO. 7806260149, RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF PHASE I AND PHASE II OF THE HARTFORD INDUSTRIAL PARK CONDOMINIUM, ACCORDING TO THE SURVEY MAP AND PLANS RECORDED IN VOLUME 44 OF CONDOMINIUMS, PAGE 118, AND BEING UNDER RECORDING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

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

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

131st AVE NE SEWER EXTENSION

Exhibit B: Vicinity Map



131st AVE NE SEWER EXTENSION
Exhibit C:

Gravity Main Reimbursable

When the parcels located within the Reimbursable Area as shown in Exhibit "D" enter into a developer extension agreement or otherwise contract with Lake Stevens Sewer District to connect directly (side sewer) to the District system, the property owners of those parcels will pay a reimbursement fee for their respective parcels. It has been determined that the existing properties defined as the Reimbursable Area as shown in Exhibit D will benefit equally with the other properties that will benefit by direct connection to the sewer extension constructed by this project.

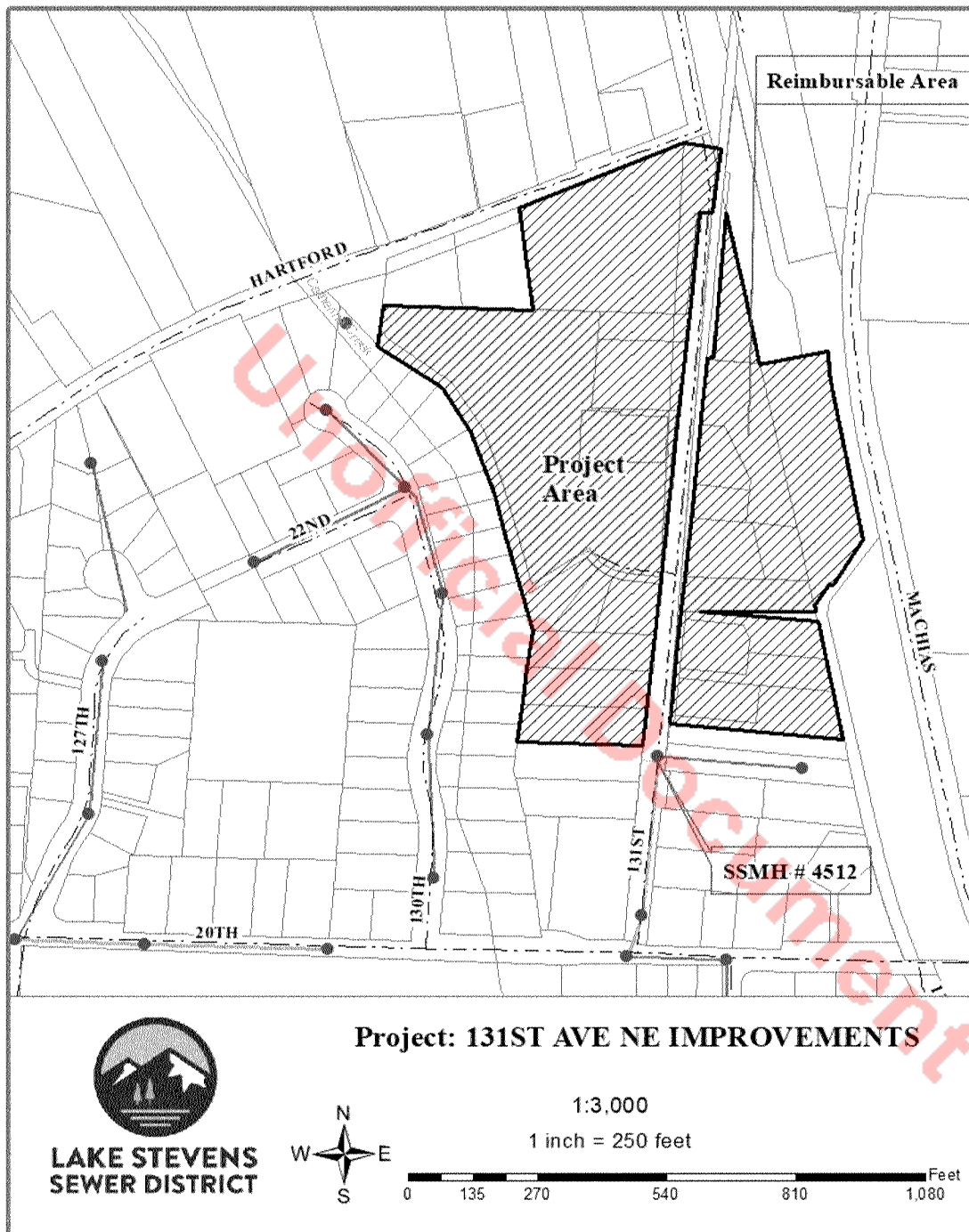
Accordingly, the reimbursement charge assessed to each of the aforementioned properties shall be based on the total City-funded portion of the total project costs (Exhibit E) for the gravity main divided by the total number of properties that will be furnished with a point of direct connection to the extension. Total project cost shall be determined at project completion and shall be based on the sum of the allowed sewer construction cost including applicable state sales tax, plus an additional allowance of 40 percent of the allowed sewer construction cost as compensation for related project costs including engineering, plan review, project administration, business taxes, bonding and insurance. The total number of benefited properties/units shall be determined as the total of 4.3 connections for this project, plus the 20 reimbursable units depicted in Exhibit D (4.3 allowed connections plus 20 reimbursable residential units = 24.3 benefited properties/units).

The reimbursable cost will be calculated as per Equation 1 below:

$$\text{Reimbursable cost to developer (per ERU)} = \frac{100\% \times \text{Total City-funded portion of Project Cost}}{24.3 \text{ benefited properties/units (ERU)}}$$

The Total Project Cost listed above will be determined based on engineering review of construction costs following construction and will be evaluated following substantial completion of each project.

131st AVE NE SEWER EXTENSION
Exhibit D: Reimbursable Map



City of Lake Stevens 131st Ave Improvements Final Estimate
 SCHEDULE A: Roadway Improvements

Bid Item No.	Spec. Section	Description	Quantity	Unit	Unit Cost	TOTAL COST	Total Sewer Project Cost	City Funded Portion of Total Sewer Project Cost	District Funded Portion of Total Sewer Project Cost	
DIVISION 1 - GENERAL REQUIREMENTS										
A-1	1-09 7	Mobilization/Demobilization (8% Maximum)	1	LS	\$73.000 00	\$73.000 00	\$ 36.500 00	50%	\$ 18.250 00	\$ 18.250 00
2	1-05 4 SP	Construction Surveying	1	LS	\$17.400 00	\$17.400 00	\$ 8.700 00	50%	\$ 4.350 00	\$ 4.350 00
3	1-04 4 SP	Minor Changes	1	FA	\$20.000 00	\$20.000 00	\$ 10.000 00	50%	\$ 5.000 00	\$ 5.000 00
4	1-07 15	Spill Prevention, Control & Countermeasures (SPCC) Plan	1	LS	\$5.000 00	\$5.000 00	\$ 2.500 00	50%	\$ 1.250 00	\$ 1.250 00
5	1-05 18 SP	Record Drawings	1	LS	\$6.500 00	\$6.500 00	\$ 3.250 00	50%	\$ 1.625 00	\$ 1.625 00
6	1-07 17 SP	Potholing	1	FA	\$5.000 00	\$5.000 00	\$ 2.500 00	50%	\$ 1.250 00	\$ 1.250 00
7	1-10 5 SP	Traffic Control	1	LS	\$50.000 00	\$50.000 00	\$ 25.000 00	50%	\$ 12.500 00	\$ 12.500 00
DIVISION 2 - EARTHWORK										
8	2-01 5 SP	Clearing and Grubbing	0.51	ACRE	\$20.000 00	\$10.200 00				
9	2-02 3(4)	Pavement Sawcutting	3.100	LF	\$7 00	\$21.700 00	\$ 16.450 00	76%	\$ 8.225 00	\$ 8.225 00
10	2-02 5 SP	Removal of Structures and Obstructions	1	LS	\$50.000 00	\$50.000 00	\$ 25.000 00	50%	\$ 12.500 00	\$ 12.500 00
11	2-03 5 SP	Roadway Excavation Incl. Haul	1081	CY	\$30 00	\$32.430 00	\$ 16.215 00	50%	\$ 8.107 50	\$ 8.107 50
12	2-03 5 SP	Gravel Borrow, Incl. Haul	628	CY	\$35 00	\$21.980 00	\$ 10.990 00	50%	\$ 5.495 00	\$ 5.495 00
13	2-11 5 SP	Trimming and Cleanup	1	LS	\$12.000 00	\$12.000 00	\$ 6.000 00	50%	\$ 3.000 00	\$ 3.000 00
DIVISION 4 - BASES										
14	4-04 5 SP	Crushed Surfacing Base Course	1011	TN	\$40 00	\$40.440 00	\$ 40.440 00	100%	\$ 20.220 00	\$ 20.220 00
DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS										
15	5-04 5 SP	HMA CL 1/2" PG 64H-22	2.100	TN	\$130 00	\$273.000 00	\$ 136.500 00	50%	\$ 68.250 00	\$ 68.250 00
16	5-04 5 SP	Planing Bituminous Pavement	1.235	SY	\$15 00	\$18.525 00	\$ 9.262 50	50%	\$ 4.631 25	\$ 4.631 25
DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS										
17	7-05 5 SP	PVC Storm Sewer Pipe, 12-in Diam.	160	LF	\$75 00	\$12.000 00				
18	7-04 5	Testing Storm Sewer Pipe	160	LF	\$3 00	\$480 00				
19	7-05 5 SP	Catch Basin Type 1 W/ Solid Locking Lid	1	EA	\$1.800 00	\$1.800 00				
20	7-05 5 SP	Catch Basin Type 1 W/ Vaned Grate	1	EA	\$1.800 00	\$1.800 00				
21	7-05 5 SP	PVC Catch Basin, 24-in	11	EA	\$1.000 00	\$11.000 00				
22	7-05 5 SP	Catch Basin Type 2, 48-in Diam.	3	EA	\$4.200 00	\$12.600 00				
23	7-04 5 SP	Connect to Existing Storm Sewer Pipe	1	EA	\$1.000 00	\$1.000 00				
24	7-21 5 SP	Bioretention Swale	1.220	SY	\$35 00	\$42.700 00				
25	7-08 5 SP	Trench Safety Systems	1	LF	\$3000 00	\$3.000 00				

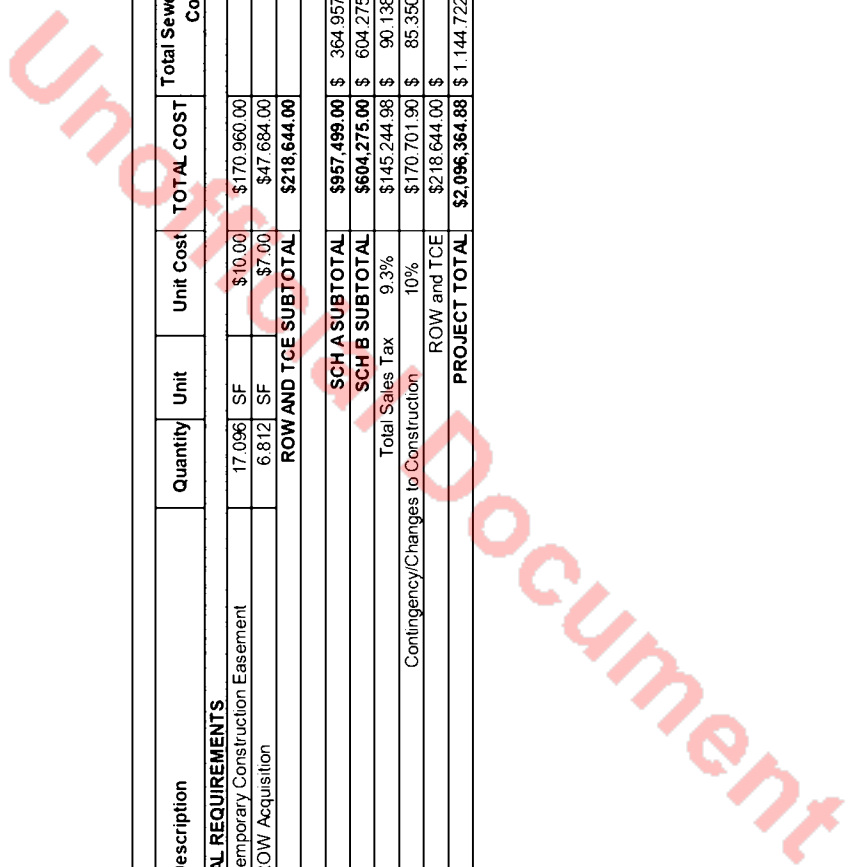
131st AVE NE SEWER EXTENSION
 Exhibit E: Engineer's Estimated Project Cost

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DIVISION 8 - MISCELLANEOUS CONSTRUCTION												
26	8-01.5 SP	Stormwater Pollution Prevention Plan	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$ 2,500.00	50%	\$ 1,250.00	\$ 1,250.00	
27	8-01.5 SP	Erosion/Water Pollution Control	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$ 12,500.00	50%	\$ 6,250.00	\$ 6,250.00	
28	8-01.5 SP	Inlet Protection	1	EA	\$300.00	\$300.00	\$300.00	\$ 150.00	50%	\$ 75.00	\$ 75.00	
29	8-01.5 SP	Silt Fence	980	LF	\$8.00	\$8.00	\$7,840.00					
30	8-02.5 SP	Seeding, Fertilizing, & Mulching - Erosion Control Seed Mx	0.50	ACRE	\$8,500.00	\$8,500.00	\$4,250.00					
31	8-02.5 SP	Seeding, Fertilizing, & Mulching - Bioswale Seed Mx	0.25	ACRE	\$9,500.00	\$9,500.00	\$2,375.00					
32	8-02.5 SP	Property Restoration	1	LS	\$10,000.00	\$10,000.00	\$10,000.00					
33	8-02.5 SP	Topsoil Type A	115	CY	\$50.00	\$5,750.00	\$5,750.00					
34	8-02.5 SP	Bark or Wood Chip Mulch	15	CY	\$35.00	\$525.00	\$525.00					
35	8-02.5 SP	Fine Compost	37	CY	\$45.00	\$1,665.00	\$1,665.00					
36	9-03.11(4)	Stream Bed Cobbles	30	CY	\$60.00	\$1,800.00	\$1,800.00					
37	8-02.5 SP	PSIPE Shrubs 1 Gal.	473	EA	\$24.00	\$11,352.00	\$11,352.00					
38	8-02.5 SP	PSIPE Ground Covers 4-inch Pot	330	EA	\$12.00	\$3,960.00	\$3,960.00					
39	8-02.5 SP	PSIPE Emergents 10-inch Plug	705	EA	\$4.00	\$2,820.00	\$2,820.00					
40	8-04.5	Cement Concrete Traffic Curb and Gutter	1,822	LF	\$20.00	\$36,440.00	\$36,440.00					
41	8-06.5	Cement Concrete Driveway Entrance Type 3	520	SY	\$85.00	\$44,200.00	\$44,200.00					
42	8-06.5	Cement Concrete Driveway Entrance Type 1	83	SY	\$85.00	\$7,055.00	\$7,055.00					
43	8-13.5 SP	Monument Case, Cover, and Pipe	1	EA	\$500.00	\$500.00	\$500.00	\$ 500.00	100%	\$ 250.00	\$ 250.00	
44	8-14.5 SP	Cement Concrete Sidewalk	0	SY	\$52.00	\$0.00	\$0.00					
45	8-14.5 SP	Cement Concrete Curb Ramp, Combination	1	EA	\$5,000.00	\$5,000.00	\$5,000.00					
46	8-14.5 SP	Cement Concrete Curb Ramp, Perpendicular Type B	1	EA	\$5,000.00	\$5,000.00	\$5,000.00					
47	8-18.5 SP	Mailbox Support, Type 1	20	EA	\$600.00	\$12,000.00	\$12,000.00					
48	8-21.3(5)	Permanent Signing	1	LS	\$5,000.00	\$5,000.00	\$5,000.00					
49	8-22.3(3)	Plastic Line	3,520	LF	\$3.00	\$10,560.00	\$10,560.00					
50	8-22.3(3)	Plastic Crosswalk Line	650	SF	\$8.00	\$5,200.00	\$5,200.00					
51	8-22.3(3)	Plastic Stop Line	22	LF	\$16.00	\$352.00	\$352.00					
					SCH A SUBTOTAL		\$957,499.00	\$ 364,957.50			\$ 182,478.75	\$ 182,478.75
					Sales Tax 9.3%		\$89,047.41	\$ 33,941.05			\$ 16,970.52	\$ 16,970.52
					SCH A TOTAL w/ TAX		\$1,046,546.41	\$ 398,898.55	38%		\$ 199,449.27	\$ 199,449.27

SCHEDULE B: Sewer Improvements										
Bid Item No.	Spec. Section	Description	Quantity	Unit	Unit Cost	TOTAL COST	Total Sewer Project Cost	City Funded Portion of Total Sewer Project Cost	District Funded Portion of Total Sewer Project Cost	
DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS										
B-1		Mobilization for Sanitary Sewer Improvements (8% Maximum)	1	LS	\$47,000.00	\$47,000.00	\$ 47,000.00	100%	\$ 23,500.00	\$ 23,500.00
B-2		Sewer Alignment Surveying	1	LS	\$6,000.00	\$6,000.00	\$ 6,000.00	100%	\$ 3,000.00	\$ 3,000.00
B-3		Record Drawings for Sewer Improvements	1	LS	\$1,000.00	\$1,000.00	\$ 1,000.00	100%	\$ 500.00	\$ 500.00
B-4		Potholing for sewer	1	FA	\$5,000.00	\$5,000.00	\$ 5,000.00	100%	\$ 2,500.00	\$ 2,500.00
B-5		Project Temporary Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$ 10,000.00	100%	\$ 5,000.00	\$ 5,000.00
B-6		Shoring & Trench Safety (Minimum \$1/LF)	1	LF	\$12,000.00	\$12,000.00	\$ 12,000.00	100%	\$ 6,000.00	\$ 6,000.00
B-7		10-in PVC Pipe (SDR 35)	1,110	LF	\$150.00	\$166,500.00	\$166,500.00	100%	\$ 83,250.00	\$ 83,250.00
B-8		8-in PVC Pipe (SDR 35)	72	LF	\$200.00	\$14,400.00	\$ 14,400.00	100%	\$ 7,200.00	\$ 7,200.00
B-9		6-in PVC Stub (SDR 35)	365	LF	\$175.00	\$63,875.00	\$ 63,875.00	100%	\$ 31,937.50	\$ 31,937.50
B-10		Sanitary Sewer Cleanout	14	EA	\$250.00	\$3,500.00	\$ 3,500.00	100%	\$ 1,750.00	\$ 1,750.00
B-11		10-in x 6-in PVC Tee	1	EA	\$1,000.00	\$1,000.00	\$ 1,000.00	100%	\$ 500.00	\$ 500.00
B-12		4-in HDPE, Force Main stub	1	LF	\$1,000.00	\$1,000.00	\$ 1,000.00	100%	\$ 500.00	\$ 500.00
B-13		48" Dia. SSMH 8 Ft. Depth.	5	EA	\$10,000.00	\$50,000.00	\$ 50,000.00	100%	\$ 25,000.00	\$ 25,000.00
B-14		Extra Depth 48" Diam. Manhole	15.0	VLF	\$500.00	\$7,500.00	\$ 7,500.00	100%	\$ 3,750.00	\$ 3,750.00
B-15		54" Dia. SSMH	1	EA	\$12,500.00	\$12,500.00	\$ 12,500.00	100%	\$ 6,250.00	\$ 6,250.00
B-16		Connect to Existing Sewer Manhole	1	EA	\$8,000.00	\$8,000.00	\$ 8,000.00	100%	\$ 4,000.00	\$ 4,000.00
B-17		5/8 inch Crushed Rock Backfill (CSTC)	3,000	TN	\$35.00	\$105,000.00	\$105,000.00	100%	\$ 52,500.00	\$ 52,500.00
B-18		4" Asphalt Trench Patch (temporary)	200	TN	\$250.00	\$50,000.00	\$ 50,000.00	100%	\$ 25,000.00	\$ 25,000.00
B-19		Restoration and Cleanup (Sewer Improvements only)	1	LS	\$2,000.00	\$2,000.00	\$ 2,000.00	100%	\$ 1,000.00	\$ 1,000.00
B-20		Minor Changes	1	FA	\$25,000.00	\$25,000.00	\$ 25,000.00	100%	\$ 12,500.00	\$ 12,500.00
SCH B SUBTOTAL						\$604,275.00	\$604,275.00		\$ 302,137.50	\$ 302,137.50
Sales Tax 9.3%						\$56,197.58	\$56,197.58		\$ 28,098.79	\$ 28,098.79
SCH B TOTAL w/ TAX						\$660,472.58	\$660,472.58	100%	\$ 330,236.29	\$ 330,236.29

ROW and TCE									
Bid Item No.	Spec. Section	Description	Quantity	Unit	Unit Cost	TOTAL COST	Total Sewer Project Cost	City Funded Portion of Total Sewer Project Cost	District Funded Portion of Total Sewer Project Cost
DIVISION 1 - GENERAL REQUIREMENTS									
1		Temporary Construction Easement	17.096	SF	\$10.00	\$170,960.00			
2	1-05.4 SP	ROW Acquisition	6.812	SF	\$7.00	\$47,684.00			
ROW AND TCE SUBTOTAL						\$218,644.00			
PROJECT TOTALS									
SCH A SUBTOTAL						\$957,499.00	\$ 364,957.50	38%	\$ 182,478.75
SCH B SUBTOTAL						\$604,275.00	\$ 604,275.00	100%	\$ 302,137.50
Total Sales Tax 9.3%						\$145,244.98	\$ 90,138.62		\$ 45,069.31
Contingency/Changes to Construction 10%						\$170,701.90	\$ 85,350.95	50%	\$ 42,675.47
ROW and TCE						\$218,644.00	-	0%	
PROJECT TOTAL						\$2,096,364.88	\$ 1,144,722.07	55%	\$ 572,361.04



PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of _____, _____ by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and Reece Construction Company, a Washington Corporation ("Contractor")

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

2. Scope of Work.

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the following project:

131ST AVENUE NE IMPROVEMENTS, PROJECT NO. 23006

in accordance with and as described in

- A. this Contract, and
- B. the Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and
- C. the 2020 Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as "the standard specifications",
- D. City of Lake Stevens Engineering Standards (referenced but not attached)
- E. Other _____
- F. Addenda (If any)

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Project Manual.

2. Time for Performance and Liquidated Damages / Termination of Contract.

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within **ninety (90) working days** after said notice to proceed, unless a different time frame is expressly provided in writing by the City.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
 - 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
 - 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

- A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Project Manual.
- B. 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.
- C. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.
- D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).
- E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized 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) days thereafter.

4. Independent Contractor Relationship.

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

5. Prevailing Wage Requirements.

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the City appropriate affidavits, certificates, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Snohomish County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an Attachment to this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

6. Indemnification and Hold Harmless.

- A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- 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 Contract 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.

7. 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.

Contractors 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 written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
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 flood 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 \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. 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 City under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

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:

3. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
4. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

5. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
6. Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City Full Availability of Contractor Limits.

If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

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

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.

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 City 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.

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 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.

8. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.
- B. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the work.
- C. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

9. Non-discrimination.

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 demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

- A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.
- B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

10. 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 Owner 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 Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, 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.
- F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.
- H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall

assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.

- I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

11. **Contract Administration and Notices.**

This Contract shall be administered for the City by [Erik Mangold, PMP], and shall be administered for the Contractor by the Contractor's Contract Representative, [Mark Stanavitch]. 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:	To Contractor
City of Lake Stevens Attn: City Clerk 1812 Main Street (Physical Address) Post Office Box 257 (Mailing Address) Lake Stevens, WA 98258 Telephone: 425.622-9400	<i>Reece Construction Company Attn: Andy Reece & President 5802 Cemetery Rd Arlington, WA 98223 Telephone: <u>(360) 659-9600</u></i>

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.

12. **Interpretation and Venue.**

This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Snohomish County, Washington.

13. **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.

14. **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.

15. 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.

16. 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.

17. Counterparts and Signatures.

This Agreement 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 Agreement. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

18. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

REECE CONSTRUCTION COMPANY

By: _____
Mayor

By: _____
Printed Name & Title

Attest:

Kelly Chelin, City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

ITEM NO.	DESCRIPTION	SPEC REF.	EST. QTY.	UNITS	Kamins Construction		Earthwork Solutions, LLC		Raw Land Construction LLC		SRV Construction		Shoreline Construction		Strider Construction		Interwest Construction Inc.		Granite Construction		KonnerUp		Colacurcio Brothers		Ryatt Construction LLC		MoeCo		Reece Construction Co		
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
Schedule A: Roadway Improvements																															
A-1	1-09.7	Mobilization	1	LS	\$ 130,670.00	\$ 130,670.00	\$ 119,250.00	\$ 119,250.00	\$ 80,000.00	\$ 80,000.00	\$ 131,750.00	\$ 131,750.00	\$ 137,000.00	\$ 137,000.00	\$ 150,000.00	\$ 150,000.00	\$ 84,600.00	\$ 84,600.00	\$ 136,000.00	\$ 136,000.00	\$ 100,000.00	\$ 100,000.00	\$ 145,000.00	\$ 145,000.00	\$ 85,000.00	\$ 85,000.00	\$ 53,190.00	\$ 53,190.00	\$ 43,400.00	\$ 43,400.00	
A-2	1-05.4 SP	Construction Surveying	1	LS	\$ 17,280.00	\$ 17,280.00	\$ 13,650.00	\$ 13,650.00	\$ 14,000.00	\$ 14,000.00	\$ 14,750.00	\$ 14,750.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 14,225.00	\$ 14,225.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 22,000.00	\$ 22,000.00	\$ 25,000.00	\$ 25,000.00	\$ 14,770.00	\$ 14,770.00	\$ 8,000.00	\$ 8,000.00	
A-3	1-04.4	Minor Changes	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
A-4	1-07.15	Spill Prevention, Control & Countermeasures (SPCC) Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,575.00	\$ 1,575.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,532.29	\$ 4,532.29	\$ 450.00	\$ 450.00	\$ 1,300.00	\$ 1,300.00	
A-5	1-05.18 SP	Record Drawings	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 8,118.60	\$ 8,118.60	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,255.82	\$ 2,255.82	\$ 810.00	\$ 810.00	\$ 1,600.00	\$ 1,600.00	
A-7	1-10.5 SP	Traffic Control	1	LS	\$ 104,220.00	\$ 104,220.00	\$ 149,730.00	\$ 149,730.00	\$ 5,000.00	\$ 5,000.00	\$ 134,000.00	\$ 134,000.00	\$ 210,000.00	\$ 210,000.00	\$ 90,000.00	\$ 90,000.00	\$ 94,500.00	\$ 94,500.00	\$ 145,000.00	\$ 145,000.00	\$ 30,000.00	\$ 30,000.00	\$ 145,000.00	\$ 145,000.00	\$ 20,149.94	\$ 20,149.94	\$ 60,100.00	\$ 60,100.00	\$ 16,000.00	\$ 16,000.00	
A-8	2-01.5 SP	Clearing and Grubbing	0.5	AC	\$ 26,000.00	\$ 13,000.00	\$ 23,483.25	\$ 11,741.63	\$ 40,000.00	\$ 20,000.00	\$ 50,000.00	\$ 25,000.00	\$ 40,000.00	\$ 20,000.00	\$ 35,000.00	\$ 17,500.00	\$ 44,000.00	\$ 22,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 60,000.00	\$ 30,000.00	\$ 41,670.52	\$ 20,835.26	\$ 40,950.00	\$ 20,475.00	\$ 34,000.00	\$ 17,000.00
A-10	2-02.5 SP	Removal of Structures and Obstructions	1	LS	\$ 16,650.00	\$ 16,650.00	\$ 17,204.25	\$ 17,204.25	\$ 45,000.00	\$ 45,000.00	\$ 39,000.00	\$ 39,000.00	\$ 210,000.00	\$ 210,000.00	\$ 40,000.00	\$ 40,000.00	\$ 58,575.00	\$ 58,575.00	\$ 65,500.00	\$ 65,500.00	\$ 25,000.00	\$ 25,000.00	\$ 150,000.00	\$ 150,000.00	\$ 162,762.31	\$ 162,762.31	\$ 39,085.00	\$ 39,085.00	\$ 42,500.00	\$ 42,500.00	
A-11	2-03.5 SP	Roadway Excavation Incl. Haul	700	CY	\$ 65.69	\$ 45,983.00	\$ 31.45	\$ 22,015.00	\$ 24.00	\$ 16,800.00	\$ 46.00	\$ 32,200.00	\$ 30.00	\$ 21,000.00	\$ 25.00	\$ 17,500.00	\$ 24.00	\$ 16,800.00	\$ 60.00	\$ 42,000.00	\$ 50.00	\$ 35,000.00	\$ 70.00	\$ 49,000.00	\$ 41.88	\$ 29,316.00	\$ 45.60	\$ 31,920.00	\$ 39.00	\$ 27,300.00	
A-12	2-03.5 SP	Gravel Borrow, Incl. Haul	850	CY	\$ 42.81	\$ 36,388.50	\$ 29.82	\$ 25,347.00	\$ 31.00	\$ 26,350.00	\$ 49.00	\$ 41,650.00	\$ 12.00	\$ 10,200.00	\$ 50.00	\$ 42,500.00	\$ 48.00	\$ 40,800.00	\$ 90.00	\$ 76,500.00	\$ 65.00	\$ 55,250.00	\$ 48.00	\$ 40,800.00	\$ 39.58	\$ 33,643.00	\$ 33.58	\$ 28,543.00	\$ 43.00	\$ 36,550.00	
A-13	2-11.5 SP	Trimming and Cleanup	1	LS	\$ 5,900.00	\$ 5,900.00	\$ 12,852.00	\$ 12,852.00	\$ 5,000.00	\$ 5,000.00	\$ 4,300.00	\$ 4,300.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,600.00	\$ 7,600.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,964.93	\$ 18,964.93	\$ 2,550.00	\$ 2,550.00	\$ 8,300.00	\$ 8,300.00	
A-14	4-04.5 SP	Crushed Surfacing Base Course	1,000	TN	\$ 44.37	\$ 44,370.00	\$ 28.88	\$ 28,880.00	\$ 31.50	\$ 31,500.00	\$ 34.00	\$ 34,000.00	\$ 42.00	\$ 42,000.00	\$ 65.00	\$ 65,000.00	\$ 68.00	\$ 68,000.00	\$ 73.00	\$ 73,000.00	\$ 60.00	\$ 60,000.00	\$ 50.00	\$ 50,000.00	\$ 50.59	\$ 50,590.00	\$ 65.00	\$ 65,000.00	\$ 30.00	\$ 30,000.00	
A-15	5-04.5 SP	HMA CL. 1/2" PG 58H-22	1,800	TN	\$ 145.80	\$ 262,440.00	\$ 147.00	\$ 264,600.00	\$ 150.00	\$ 270,000.00	\$ 150.50	\$ 270,900.00	\$ 155.00	\$ 279,000.00	\$ 150.00	\$ 270,000.00	\$ 144.00	\$ 259,200.00	\$ 135.00	\$ 243,000.00	\$ 165.00	\$ 297,000.00	\$ 145.00	\$ 261,000.00	\$ 152.33	\$ 274,194.00	\$ 145.42	\$ 261,756.00	\$ 121.50	\$ 218,700.00	
A-16	5-04.5 SP	Planing Bituminous Pavement	1,235	SY	\$ 17.12	\$ 21,143.20	\$ 16.64	\$ 20,550.40	\$ 18.00	\$ 22,230.00	\$ 8.00	\$ 9,880.00	\$ 15.00	\$ 18,525.00	\$ 8.00	\$ 9,880.00	\$ 7.00	\$ 8,645.00	\$ 12.50	\$ 15,437.50	\$ 12.00	\$ 14,820.00	\$ 7.00	\$ 8,645.00	\$ 7.66	\$ 9,460.10	\$ 14.96	\$ 18,475.60	\$ 6.25	\$ 7,718.75	
A-17	7-05.5 SP	PVC Storm Sewer Pipe, 12-in. Diam.	122	LF	\$ 126.89	\$ 15,480.58	\$ 45.27	\$ 5,522.94	\$ 80.00	\$ 9,760.00	\$ 95.50	\$ 11,651.00	\$ 250.00	\$ 30,500.00	\$ 150.00	\$ 18,300.00	\$ 58.00	\$ 7,076.00	\$ 95.00	\$ 11,590.00	\$ 80.00	\$ 9,760.00	\$ 100.00	\$ 12,200.00	\$ 196.08	\$ 23,921.76	\$ 53.50	\$ 6,527.00	\$ 93.00	\$ 11,346.00	
A-18	7-04.5	Testing Storm Sewer Pipe	122	LF	\$ 10.80	\$ 1,317.60	\$ 26.58	\$ 3,242.76	\$ 3.00	\$ 366.00	\$ 20.00	\$ 2,440.00	\$ 5.00	\$ 610.00	\$ 3.00	\$ 366.00	\$ 10.00	\$ 1,220.00	\$ 10.00	\$ 1,220.00	\$ 5.00	\$ 610.00	\$ 5.00	\$ 610.00	\$ 32.79	\$ 4,000.38	\$ 31.23	\$ 3,810.06	\$ 6.00	\$ 732.00	
A-21	7-05.5 SP	PVC Catch Basin, 24-in	12	EA	\$ 3,136.32	\$ 37,635.84	\$ 3,339.00	\$ 40,068.00	\$ 2,000.00	\$ 24,000.00	\$ 3,035.00	\$ 36,420.00	\$ 4,400.00	\$ 52,800.00	\$ 3,500.00	\$ 42,000.00	\$ 2,280.00	\$ 27,360.00	\$ 3,300.00	\$ 39,600.00	\$ 2,700.00	\$ 32,400.00	\$ 3,600.00	\$ 43,200.00	\$ 3,211.17	\$ 38,534.04	\$ 2,695.00	\$ 32,340.00	\$ 2,700.00	\$ 32,400.00	
A-24	7-21.5 SP	Bioretention Swale	2,050	SY	\$ 40.87	\$ 83,783.50	\$ 56.20	\$ 115,210.00	\$ 48.00	\$ 98,400.00	\$ 50.00	\$ 102,500.00	\$ 10.00	\$ 20,500.00	\$ 62.00	\$ 127,100.00	\$ 49.00	\$ 100,450.00	\$ 43.00	\$ 88,150.00	\$ 15.00	\$ 30,750.00	\$ 75.00	\$ 153,750.00	\$ 42.70	\$ 87,535.00	\$ 45.11	\$ 92,475.50	\$ 30.00	\$ 61,500.00	
A-25	7-08.5 SP	Trench Safety Systems	1	LS	\$ 16,200.00	\$ 16,200.00	\$ 5,250.00	\$ 5,250.00	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 250.00	\$ 100,000.00	\$ 100,000.00	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 15,000.00	\$ 15,000.00	\$ 120.00	\$ 120.00	\$ 600.00	\$ 600.00	
A-26	8-01.5 SP	Stormwater Pollution Prevention Plan	1	LS	\$ 3,240.00	\$ 3,240.00	\$ 1,575.00	\$ 1,575.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,150.00	\$ 5,150.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,629.85	\$ 4,629.85	\$ 450.00	\$ 450.00	\$ 1,300.00	\$ 1,300.00	
A-27	8-01.5 SP	Erosion/Water Pollution Control	1	LS	\$ 2,160.00	\$ 2,160.00	\$ 2,625.00	\$ 2,625.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,250.00	\$ 6,250.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,419.00	\$ 6,419.00	\$ 3,200.00	\$ 3,200.00	
A-28	8-01.5 SP	Inlet Protection	1	EA	\$ 86.40	\$ 86.40	\$ 78.75	\$ 78.75	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 35.00	\$ 35.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 130.00	\$ 130.00	\$ 303.86	\$ 303.86	\$ 96.50	\$ 96.50	\$ 78.00	\$ 78.00	
A-29	8-01.5 SP	Silt Fence	980	LF	\$ 7.02	\$ 6,879.60	\$ 6.83	\$ 6,693.40	\$ 6.00	\$ 5,880.00	\$ 7.00	\$ 6,860.00	\$ 1.00	\$ 980.00	\$ 5.00	\$ 4,900.00	\$ 7.70	\$ 7,546.00	\$ 13.00	\$ 12,740.00	\$ 6.00	\$ 5,880.00	\$ 6.00	\$ 5,880.00	\$ 5.59	\$ 5,478.20	\$ 6.25	\$ 6,125.00	\$ 6.25	\$ 6,125.00	
A-30	8-02.5 SP	Seeding, Fertilizing, & Mulching - Erosion Control Seed Mix	0.5	AC	\$ 15,120.00	\$ 7,560.00	\$ 14,636.16	\$ 7,318.08	\$ 3,500.00	\$ 1,750.00	\$ 6,500.00	\$ 3,250.00	\$ 15,500.00	\$ 7,750.00	\$ 5,000.00	\$ 2,500.00	\$ 15,880.00	\$ 7,940.00	\$ 15,000.00	\$ 7,500.00	\$ 4,720.00	\$ 2,360.00	\$ 6,000.00	\$ 3,000.00	\$ 15,728.30	\$ 7,864.15	\$ 1,800.00	\$ 900.00	\$ 6,215.00	\$ 3,107.50	
A-31	8-02.5 SP	Seeding, Fertilizing, & Mulching - Bioswale Seed Mix	0.3	AC	\$ 15,120.00	\$ 4,536.00	\$ 14,636.16	\$ 4,390.85	\$ 5,500.00	\$ 1,650.00	\$ 8,850.00	\$ 2,655.00	\$ 15,500.00	\$ 4,650.00	\$ 7,000.00	\$ 2,100.00	\$ 15,880.00	\$ 4,764.00	\$ 15,000.00	\$ 4,500.00	\$ 6,655.00	\$ 1,996.50	\$ 8,000.00	\$ 2,400.00	\$ 15,728.30	\$ 4,718.49	\$ 9,346.00	\$ 2,803.80	\$ 8,500.00	\$ 2,550.00	
A-32	8-02.5 SP	Property Restoration	1	LS	\$ 6,900.00	\$ 6,900.00	\$ 26,500.00	\$ 26,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,300.00	\$ 5,300.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 20,500.00	\$ 20,500.00	\$ 35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,500.00	\$ 3,500.00	\$ 29,794.52	\$ 29,794.52	\$ 9,715.00	\$ 33,250.00	\$ 33,250.00		
A-33	8-02.5 SP	Topsoil Type A	115	CY	\$ 70.20	\$ 8,073.00	\$ 68.25	\$ 7,848.75	\$ 40.00	\$ 4,600.00	\$ 93.00	\$ 10,695.00	\$ 71.00	\$ 8,165.00	\$ 75.00	\$ 8,625.00	\$ 74.00	\$ 8,510.00	\$ 70.00	\$ 8,050.00	\$ 83.00	\$ 9,545.00	\$ 85.00	\$ 9,775.00	\$ 73.34	\$					

CITY COUNCIL STAFF REPORT



Agenda Date: 12/16/2025

Subject: Revised Action to Adopt Ordinance 1209 (STEP and Co-Living Housing)

Contact Person/Department: David Levitan, Community Development

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

1. Approve either the original or revised Ordinance 1209 (Attachment 1 or Attachment 2)
2. The required findings and conclusions are summarized in the [December 2 staff report](#).

SUMMARY/BACKGROUND:

At its [December 9, 2025 meeting](#), the City Council concluded their public hearing for LUA2025-0182 to adopt regulations for STEP housing and co-living housing to comply with recent changes to the Growth Management Act (GMA). The Council focused its discussion on whether Transitional Housing should be an outright permitted use or follow a Type II process like that proposed for emergency housing/shelters.

After the meeting it was discovered that a procedural error had occurred. Despite a quorum being present, under the Revised Code of Washington (RCW) RCW 35A.12.120,

“The passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the council.”

This means, for an ordinance to become effective, an affirmative vote of at least four councilmembers is required. As such two versions of Ordinance 1209 are provided for

consideration. Attachment 1 includes the original ordinance. Attachment 2 includes a revised ordinance reflecting the amendments approved by Council as follows to:

- Section 2: Update Section 14.08.010 to include a new definition for “bridge housing”, which encompasses transitional housing, emergency housing, and emergency shelters;
- Section 3: Update Table 14.16A-I to require transitional housing, emergency housing and emergency shelters (collectively known as “bridge housing”) to follow a Type II process;
- Section 4: Update LSMC 14.38.020 to note that transitional housing within subarea zoning districts is subject to the use regulations in 14.44.100;
- Section 5: Update Table 14.40-I to include a footnote (16) for transitional housing noting that it is subject to 14.44.100, but is exempt from the parking analysis requirements due to its classification under the GMA as affordable housing, and that it is instead subject to the standard parking requirements for the associated building type/form (MFR, townhome, etc.);
- Section 6: Include universal changes to LSMC 14.44.100 to account for the renaming of this to “bridge housing” (which now including transitional housing), and renumbers complaints and enforcement subsection from (f) to (g); and
- Section 7: Update Table 14.72-I to clarify that transitional housing is subject to 14.44.100 site management requirements but that it would be exempt from the parking requirement because it cannot exceed the standard requirements for the associated building type/form.

FINDINGS AND CONCLUSIONS

Per [LSMC 14.16C.075\(f\)](#), the City Council (following a recommendation from the Planning Commission) is required to make findings prior to approving land use code amendments. The required findings and conclusions as provided in the [December 2 staff report](#) are not affected by the proposed revisions to Ordinance 1209.

Staff recommend that the City Council take action to approve its preferred version of Ordinance 1209, with two options included as Attachments 1 and 2. Council may opt to adopt the original ordinance (Attachment 1); incorporate some or all of the changes shown in the revised ordinance (Attachment 2); as well as propose additional refinements.

APPLICABLE CITY POLICIES:

LSMC 14.16C.075 (Land Use Code Amendments)

ATTACHMENTS:

1. Attachment 1 - Original Ordinance 1209
2. Attachment 2 - Revised Ordinance 1209

**CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 1209**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
REVISING MULTIPLE LSMC CHAPTERS TO ADOPT STEP AND CO-LIVING
HOUSING DEVELOPMENT REGULATIONS; ADOPTING FINDINGS AND
CONCLUSIONS; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE
DATE AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.**

WHEREAS, the Washington State Legislature has passed several housing-related bills in recent years amending the Growth Management Act (GMA), including for STEP housing (emergency shelters and housing, transitional housing, and permanent supportive housing) and co-living housing; and

WHEREAS, the City undertook a code amendment in 2025 under land use application number LUA2025-0182 to adopt local regulations to comply with these changes to the GMA and other applicable statutes; and

WHEREAS, the Lake Stevens Planning Commission held work sessions on May 21, June 2, August 18, September 17, and October 15 to discuss the scope and scale of these regulations and to review draft code language, with commissioners providing feedback that resulted in additional revisions; and

WHEREAS, the Lake Stevens City Council held a work session on September 23, 2025, where councilmembers provided initial feedback on the proposed code amendments; and

WHEREAS, the City submitted a draft of the proposed amendments to the Washington State Department of Commerce (“Commerce”) for the required 60-day review (Submittal ID 2025-S-9911) on September 25, 2025; and

WHEREAS, the Lake Stevens Planning Commission held a duly noticed public hearing on November 3, 2025, which included a staff presentation and the opportunity for public comment, with none being provided; and

WHEREAS, at the conclusion of the November 3, 2025 public hearing, the Planning Commission made findings and conclusions as part of their recommendation to City Council to amend multiple LSMC chapters; and

WHEREAS, on November 10, 2025, the city received a comment letter from Commerce identifying several recommended changes to the draft code language to comply with the GMA, including that the city should consider removing the proposed buffers/siting requirements between individual emergency housing/shelter uses and between emergency housing/shelter uses and “protected uses” such as schools, childcare centers, parks and libraries, as they were not addressed in the city’s 2024 land capacity analysis; and

WHEREAS, staff has proposed revisions to the Planning Commission’s recommended code language to address Commerce’s comments, which are reflected in Sections 6 and 7 of this ordinance and discussed in the accompanying staff report; and

WHEREAS, the Lake Stevens City Council held a duly noticed public hearing to consider the Planning Commission’s recommendation as amended by staff and to receive public comment on December 2, 2025; and

WHEREAS, the Lake Stevens City Council continued the public hearing to a date certain of December 9, 2025, to allow for minor revisions to this ordinance to better define what constitutes transitional housing; and

WHEREAS, land use code amendments are Type VI legislative decisions which require a recommendation from the Planning Commission to City Council, based on written findings and conclusions, supported by evidence from an open-record hearing; and

WHEREAS, the City prepared an environmental checklist and issued a Determination of Non-significance under the State Environmental Policy Act (SEPA) on October 22, 2025, and received no public, agency or tribe comments during the 14-day comment period; and

WHEREAS, the City Council made findings and conclusions to approve the code amendment pursuant to the criteria outlined in LSMC 14.16C.075(f).

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

Section 1. The City Council hereby makes the following findings:

- A. This ordinance amending the City’s municipal code was sent to the Washington State Department of Commerce (2025-S-9911), as required by the Growth Management Act. The city received comments and proposed revisions from the Department of Commerce, which have been incorporated into this ordinance.
- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.
- C. As required by LSMC 14.16C.075(f), the adoption and amendments of codes set forth in this ordinance are consistent with the Comprehensive Plan, comply with the Growth Management Act and advance the public health, safety and welfare, as written.
- D. The Whereas provisions set forth above are adopted as factual findings in support of this ordinance as written.

Section 2. Chapter 14.08 LSMC, entitled “Basic Definitions and Interpretations,” is hereby amended to show the following additions shown as underline:

14.08.010 Definitions of Basic Terms.

Co-Living housing. A residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building. Local governments may use other names to refer to co-living housing including, but not limited to, congregate living facilities, single room occupancy, rooming house, boarding house, lodging house, and residential suites.

Emergency housing. Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless and are intended to address basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement (RCW 36.70A.030(14)).

Emergency shelter. A facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations (RCW 36.70A.030(15)).

Permanent supportive housing. Subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy. It utilizes admissions practices designed to use lower barriers to entry than typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services (RCW 36.70A.030(31)).

Tiny Houses. Dwellings, including those on wheels, to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking and sanitation built in accordance with the state building code (RCW 35.21.686).

Transitional housing. A project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living (RCW 84.36.043). It is typically run by a non-profit organization and includes residential case management services to facilitate a transfer to permanent housing such as housing stability, credit repair, financial literacy, employment and other services that extend beyond the more immediate needs and role of emergency housing and shelters.

Section 3. Chapter 14.16A LSMC, entitled “Administration and Procedures,” is hereby amended as follows (additions shown by underline, deletions shown by ~~strikethrough~~, and all other sections and subsections remain unchanged):

Table 14.16A-I: Classification of Permits and Decisions

Type of Review	Land Use Actions and Permits	Recommendation By	Public Hearing Prior to Decision	Permit-Issuing Authority	Administrative Appeal Body and Hearing
TYPE II Administrative with Public Notice	<ul style="list-style-type: none"> • Administrative Conditional Use (formerly Special Use) • Administrative Variance • Binding Site Plans • <u>Emergency Housing and Shelter Permit</u> • Final Plats (short subdivisions and subdivisions) • Major Land Disturbances • Planned Action Certification 	None	None	Planning Director or designee	Hearing Examiner, except shoreline permits to State Shoreline Hearings Board, and Open Record

Note: Changes to Table 14.16A-I are limited to the addition of “Emergency Housing and Shelter Permit” as a Type II land use permit. All other permit types/categories in Table 14.16A-I remain unchanged.

Section 4. Chapter 14.38 LSMC, entitled “Subarea Plans,” is hereby amended as follows (additions shown by underline, deletions shown by ~~strikethrough~~, and all other sections and subsections remain unchanged):

14.38.020 Zoning Districts.

The following zoning districts implement the goals, policies and distribution of land uses set forth in the subarea plans:

- (a) Business District (BD). The purpose of this district is to promote community and regional employment and accommodate land uses such as corporate offices, general offices, research and development, medical

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clinics, technology, and light manufacturing and assembly. Secondary uses include warehousing, storage and distribution associated with a principal use and small-scale retail and services that support the principal uses and objectives of the district. This district should be located in areas with direct access to highways and arterials in addition to transit facilities, adequate public services and traffic capacity.

(1) Principal Uses.

- (i) Educational services (colleges and/or technical schools);
- (ii) Finance and insurance;
- (iii) Health care services;
- (iv) Light manufacturing and assembly;
- (v) Management of companies and enterprises;
- (vi) Professional, scientific, and technical services; and
- (vii) Transit-oriented development (including transit facilities/stops).

(2) Secondary Uses.

- (i) Food services;
- (ii) Information services;
- (iii) Personal services;
- (iv) Retail trade;
- (v) Wholesale trade;
- (vi) Warehousing, storage and distribution;
- (vii) Small wireless facilities/towers and antennas 50 feet tall or less;
- (viii) Eligible facility modifications;
- (ix) Transitional housing and permanent supportive housing, as defined in Chapter 14.08; and
- (x) Emergency shelters and emergency housing, as defined in Chapter 14.08 and subject to the supplementary use criteria in LSMC 14.44.100.
- (xi) Co-Living Housing as defined in RCW 36.70A.535.

(b) Commercial District (CD). The purpose of this district is to accommodate the high-intensity retail needs of the community and regional market by attracting a mix of large to small format retail stores and restaurants to create a vibrant and unified regional shopping center. Transportation accessibility, exposure to highways and arterials with adequate public services and traffic capacity characterize this district.

(1) Principal Uses.

- (i) Accommodation services;
- (ii) Arts and entertainment;
- (iii) Food services;
- (iv) Retail trade; and
- (v) Transit-oriented development (including transit facilities/stops).

(2) Secondary Uses.

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- (i) Amusement and recreation industries;
- (ii) Commercial parking structures/lots;
- (iii) Educational services (colleges and/or technical schools);
- (iv) Finance and insurance;
- (v) Health care services;
- (vi) Information services;
- (vii) Personal services;
- (viii) Professional, scientific, and technical services;
- (ix) Public administration;
- (x) Warehousing, storage and distribution;
- (xi) Small wireless facilities/towers and antennas 50 feet tall or less; and
- (xii) Eligible facility modifications.

(3) Residential Uses.

- (i) Mixed use multifamily residential units including apartments, condominiums, and live/work units, where the majority of residential units are located above commercial uses;
- (ii) Transitional housing and permanent supportive housing, as defined in Chapter 14.08; and
- (iii) Emergency shelters and emergency housing, as defined in Chapter 14.08 and subject to the supplementary use criteria in LSMC 14.44.100.
- (iv) Co-Living Housing as defined in RCW 36.70A.535.

(e) Central Business District (CBD). The purpose of this district is to provide pedestrian-oriented commercial uses that serve the community and region by attracting a variety of small to mid-sized businesses along with high-density residential uses in proximity to other retail and residential areas. Building design and pedestrian-oriented features would support an active and pleasant streetscape. This district should include enhanced sidewalks, public spaces and amenities for pedestrians and cyclists that emphasize pedestrian movement over vehicular movement.

(1) Principal Uses.

- (i) Amusement and recreation;
- (ii) Arts and entertainment;
- (iii) Food services;
- (iv) Hospitality and lodging;
- (v) Personal services; and
- (vi) Small to mid-size retail trade.

(2) Secondary Uses.

- (i) Commercial parking structures/lots;
- (ii) Finance and insurance;
- (iii) Health care services;

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- (iv) Professional, scientific, and technical services;
- (v) Public administration;
- (vi) Small wireless facilities/towers and antennas 50 feet tall or less; and
- (vii) Eligible facility modifications.

(3) Residential Uses.

- (i) Mixed use multifamily residential units including apartments, condominiums, and live/work units, where the residential units are located above or behind commercial uses;
- (ii) Transitional housing and permanent supportive housing, as defined in Chapter 14.08; and
- (iii) Emergency shelters and emergency housing, as defined in Chapter 14.08 and subject to the supplementary use criteria in LSMC 14.44.100.
- (iv) Co-Living Housing as defined in RCW 36.70A.535.

Section 5. Chapter 14.40 LSMC, entitled “Permissible Uses,” is hereby amended as follows (additions shown by underline, deletions shown by strikethrough, and all other sections and subsections remain unchanged):

Table 14.40-I Table of Residential Uses by Zones

NAICS Code	Use	R4	WRR6	R8-12	MFR	LB	MU ¹	PBD ²	BD	CBD	CD	LI	GI	P/SP
MISCELLANEOUS AND ACCESSORY USES														
N/A	Accessory dwelling units ⁶	P	P	P	P									
721310	Rooming Houses, boarding houses <u>Co-Living Housing</u>	<u>A</u> <u>P</u>	<u>A</u> <u>P</u>	<u>A</u> <u>P</u>	<u>A</u> <u>P</u>	P	<u>P</u>	P		<u>P</u>	<u>P</u>	<u>P</u>		
N/A	Mobile/manufactured home or apartment used exclusively for a night watchman and his/her family ⁷											A	A	
N/A	Short-Term Rentals ¹³	P	P	P	P		P							
N/A	In-home daycare ⁸	P	P	P	P		P	P						
N/A	Home occupations ⁸	P	P	P	P		P	P						
N/A	Farm animals ⁹													
N/A	Planned Residential Developments ¹⁰	P	P	P	P									
N/A	Recovery housing	P	P	P	P			P						
<u>N/A</u>	<u>Emergency Housing¹⁵</u>						<u>P</u>			<u>P</u>	<u>P</u>	<u>P</u>		
<u>N/A</u>	<u>Emergency Shelters¹⁵</u>						P			P	P	P		
<u>N/A</u>	<u>Permanent Supportive Housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>	<u>P</u>	<u>P</u>		
<u>N/A</u>	<u>Transitional Housing</u>	P	P	P	P	P				P	P	P		

NAICS Code	Use	R4	WR	R6	R8-12	MFR	LB	MU ¹	PBD ²	BD	CBD	CD	LI	GI	P/SP
N/A	Level I Healthcare facility	P	P	P	P	P		P							A
N/A	Level II Healthcare facility				C ¹⁴	C ¹⁴			P						A
N/A	Secure community transition facilities												C	C	
N/A	Group homes for licensed juvenile offenders	C	C	C	C	C	P	P							
N/A	Temporary encampments ¹¹	P	P	P	P	P	P	P							

15. Subject to supplementary use regulations in LSMC 14.44.100.

Section 6. Chapter 14.44 LSMC, entitled “Supplementary Use Regulations,” is hereby amended to include a new Section 14.44.100, with the new section shown as underline.

14.44.100. Emergency Housing and Emergency Shelters

(a) Purpose and Restrictions.

(1) The supplementary use regulations for emergency housing and emergency shelters, as defined in Chapter 14.08, are intended to provide clear and objective criteria to allow emergency housing while mitigating potential impacts to city residents, businesses, land uses and infrastructure.

(2) Restrictions.

(i) Applicants for emergency housing or emergency shelters shall obtain an emergency housing and shelter permit issued by the Department of Planning and Community Development.

(ii) Emergency housing and shelter permits are not transferable to another operator or location.

(b) Licensing and Registration.

(1) Emergency housing and emergency shelters are allowed in the zoning districts identified in Section 14.38.020 and Table 14.40-I LSMC.

(2) Emergency housing and emergency shelters require a Type II emergency housing and shelter permit application per Table 14.16A-I, applicable fees per the city’s fee resolution, and a Site Management Plan as detailed in subsection (c).

(3) A renewal application shall be required every two years following initial application approval. The renewal shall be subject to any fees established by the city’s fee resolution and shall document any changes to site operations from those described in the initial application.

(4) Any material changes to site operations evaluated in the Operations and Safety Plan detailed in subsection (c)(1)(ii) shall require a new application as opposed to a renewal application.

(c) Site Management Plan Required

(1) The applicant shall prepare a Site Management Plan that includes the following information:

(i) The name, phone number, email address and postal address providing valid current contact information for the site operator. Any changes to the name or telephone number(s) of contact(s) must be submitted to the Department of Planning and Community Development within 14 days of the change and upon license renewal;

(ii) An Operations and Safety Plan that details:

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- a. The target population served by the use (individuals, families, minors, etc.)
- b. The background/screening process for site residents
- c. The maximum and anticipated average duration of stay for residents
- d. The maximum number of residents, including for individual rooms/units/suites
- e. Entry, site access and security controls, including any limitations on hours of ingress/egress for residents and staff
- f. Any Code of Conduct (or similar) required to be signed by residents
- g. The number of employees/volunteers serving the site
- h. Supportive services (medical, social, etc.) provided at the site

(iii) A parking analysis documenting the number of parking spaces needed to meet the project's operational needs based on the number of residents and employees, anticipated vehicle ownership rate, average duration of stay and proximity to transit.

(d) Public Notice and Input

(1) Applicants for emergency housing or emergency shelters shall provide public notice to properties within 300 feet, as required for Type II land use applications and subject to the provisions of LSMC 14.16A.225.

(e) Health and Safety

(1) All uses shall provide fire extinguishers, smoke detectors, carbon monoxide detectors and clearly marked exits and meet all other State building code and fire code requirements.

(2) The city reserves the right to conduct inspections in response to health and safety complaints, subject to any fees identified in the current fees resolution.

(f) Nuisance Activity.

(1) It shall constitute a public nuisance to allow any operations or activities that result in violation of Chapter 9.56 LSMC, Noise Control, or allow other nuisance activities as described in Chapter 9.60 LSMC, Nuisance Activity, or other applicable sections of this code.

(2) All conditions which are determined by the Director or designee to be a nuisance activity shall be subject to enforcement pursuant to LSMC Title 17.

(g) Complaints and Enforcement.

(1) Complaints and enforcement are subject to the processes identified in Chapter 4.04 LSMC and LSMC Title 17 including any applicable fines and penalties.

(2) A new emergency housing and shelter permit will not be issued to the operator of a revoked emergency housing and shelter permit and business license until one year from the time of revocation has passed.

(3) Permits issued based on applications containing misrepresented or misleading information may be revoked.

Section 7. Chapter 14.72 LSMC, entitled "Parking," is hereby amended as follows (additions shown by underline, deletions shown by ~~strikethrough~~, and all other sections and subsections remain unchanged):

Table 14.72-I: TABLE OF PARKING REQUIREMENTS

Use	Parking Requirement
<u>Rooming and Boarding Houses</u> <u>Co-Living Housing</u>	1 space <u>0.25 spaces per sleeping unit. Sites within on-half mile of a major transit stop as defined in RCW 36.70A.535 are exempt from off-street parking requirements.</u>
<u>Emergency Housing and</u> <u>Emergency Shelters</u>	<u>Approval of a project-specific parking analysis is required as part of the required Site Management Plan, per LSMC 14.44.100(c).</u>
<u>Permanent Supportive Housing</u> <u>and Transitional Housing</u>	<u>Subject to the parking requirements for the associated residential building form/type, as listed in this chapter and defined in Chapter 14.08</u>

Section 8. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Section 9. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 16th day of December 2025.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First Reading: December 09, 2025
Final Reading: December 16, 2025
Published:
Effective Date:

**CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 1209**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
REVISING MULTIPLE LSMC CHAPTERS TO ADOPT STEP AND CO-LIVING
HOUSING DEVELOPMENT REGULATIONS; ADOPTING FINDINGS AND
CONCLUSIONS; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE
DATE AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.**

WHEREAS, the Washington State Legislature has passed several housing-related bills in recent years amending the Growth Management Act (GMA), including for STEP housing (emergency shelters and housing, transitional housing, and permanent supportive housing) and co-living housing; and

WHEREAS, the City undertook a code amendment in 2025 under land use application number LUA2025-0182 to adopt local regulations to comply with these changes to the GMA and other applicable statutes; and

WHEREAS, the Lake Stevens Planning Commission held work sessions on May 21, June 2, August 18, September 17, and October 15 to discuss the scope and scale of these regulations and to review draft code language, with commissioners providing feedback that resulted in additional revisions; and

WHEREAS, the Lake Stevens City Council held a work session on September 23, 2025, where councilmembers provided initial feedback on the proposed code amendments; and

WHEREAS, the City submitted a draft of the proposed amendments to the Washington State Department of Commerce (“Commerce”) for the required 60-day review (Submittal ID 2025-S-9911) on September 25, 2025; and

WHEREAS, the Lake Stevens Planning Commission held a duly noticed public hearing on November 3, 2025, which included a staff presentation and the opportunity for public comment, with none being provided; and

WHEREAS, at the conclusion of the November 3, 2025 public hearing, the Planning Commission made findings and conclusions as part of their recommendation to City Council to amend multiple LSMC chapters; and

WHEREAS, on November 10, 2025, the city received a comment letter from Commerce identifying several recommended changes to the draft code language to comply with the GMA, including that the city should consider removing the proposed buffers/siting requirements between individual emergency housing/shelter uses and between emergency housing/shelter uses and “protected uses” such as schools, childcare centers, parks and libraries, as they were not addressed in the city’s 2024 land capacity analysis; and

WHEREAS, staff has proposed revisions to the Planning Commission’s recommended code language to address Commerce’s comments, which are reflected in Sections 6 and 7 of this ordinance and discussed in the accompanying staff report; and

WHEREAS, the Lake Stevens City Council held a duly noticed public hearing to consider the Planning Commission’s recommendation as amended by staff and to receive public comment on December 2, 2025; and

WHEREAS, the Lake Stevens City Council continued the public hearing to a date certain of December 9, 2025, to allow for minor revisions to this ordinance to better define what constitutes transitional housing; and

WHEREAS, land use code amendments are Type VI legislative decisions which require a recommendation from the Planning Commission to City Council, based on written findings and conclusions, supported by evidence from an open-record hearing; and

WHEREAS, the City prepared an environmental checklist and issued a Determination of Non-significance under the State Environmental Policy Act (SEPA) on October 22, 2025, and received no public, agency or tribe comments during the 14-day comment period; and

WHEREAS, the City Council made findings and conclusions to approve the code amendment pursuant to the criteria outlined in LSMC 14.16C.075(f).

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

Section 1. The City Council hereby makes the following findings:

- A. This ordinance amending the City’s municipal code was sent to the Washington State Department of Commerce (2025-S-9911), as required by the Growth Management Act. The city received comments and proposed revisions from the Department of Commerce, which have been incorporated into this ordinance.
- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.
- C. As required by LSMC 14.16C.075(f), the adoption and amendments of codes set forth in this ordinance are consistent with the Comprehensive Plan, comply with the Growth Management Act and advance the public health, safety and welfare, as written.
- D. The Whereas provisions set forth above are adopted as factual findings in support of this ordinance as written.

Section 2. Chapter 14.08 LSMC, entitled “Basic Definitions and Interpretations,” is hereby amended to show the following additions shown as underline:

14.08.010 Definitions of Basic Terms.

Bridge housing. Temporary housing meant to address immediate or potential homelessness and facilitate the transition to permanent housing and subject to the provisions of LSMC 14.44.100. Includes transitional housing, emergency housing, and emergency shelters as defined in this chapter.

Co-Living housing. A residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building. Local governments may use other names to refer to co-living housing including, but not limited to, congregate living facilities, single room occupancy, rooming house, boarding house, lodging house, and residential suites.

Emergency housing. Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless and are intended to address basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement (RCW 36.70A.030(14)).

Emergency shelter. A facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement.

Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations (RCW 36.70A.030(15)).

Permanent supportive housing. Subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy. It utilizes admissions practices designed to use lower barriers to entry than typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services (RCW 36.70A.030(31)).

Tiny Houses. Dwellings, including those on wheels, to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking and sanitation built in accordance with the state building code (RCW 35.21.686).

Transitional housing. A project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living (RCW 84.36.043). It is typically run by a non-profit organization and includes residential case management services to facilitate a transfer to permanent housing such as housing stability, credit repair, financial literacy, employment and other services that extend beyond the more immediate needs and role of emergency housing and shelters.

Section 3. Chapter 14.16A LSMC, entitled “Administration and Procedures,” is hereby amended as follows (additions shown by underline, deletions shown by ~~strike through~~, and all other sections and subsections remain unchanged):

Table 14.16A-I: Classification of Permits and Decisions

Type of Review	Land Use Actions and Permits	Recommendation By	Public Hearing Prior to Decision	Permit-Issuing Authority	Administrative Appeal Body and Hearing
TYPE II Administrative with Public Notice	<ul style="list-style-type: none"> • Administrative Conditional Use (formerly Special Use) • Administrative Variance • Binding Site Plans • <u>Bridge Housing</u> • Final Plats (short subdivisions and subdivisions) • Major Land Disturbances • Planned Action Certification 	None	None	Planning Director or designee	Hearing Examiner, except shoreline permits to State Shoreline Hearings Board, and Open Record

Note: Changes to Table 14.16A-I are limited to the addition of “Bridge Housing” as a Type II land use permit. All other permit types/categories in Table 14.16A-I remain unchanged.

Section 4. Chapter 14.38 LSMC, entitled “Subarea Plans,” is hereby amended as follows (additions shown by underline, deletions shown by strikethrough, and all other sections and subsections remain unchanged):

14.38.020 Zoning Districts.

The following zoning districts implement the goals, policies and distribution of land uses set forth in the subarea plans:

(a) Business District (BD). The purpose of this district is to promote community and regional employment and accommodate land uses such as corporate offices, general offices, research and development, medical clinics, technology, and light manufacturing and assembly. Secondary uses include warehousing, storage and distribution associated with a principal use and small-scale retail and services that support the principal uses and objectives of the district. This district should be located in areas with direct access to highways and arterials in addition to transit facilities, adequate public services and traffic capacity.

(1) Principal Uses.

- (i) Educational services (colleges and/or technical schools);
- (ii) Finance and insurance;
- (iii) Health care services;
- (iv) Light manufacturing and assembly;
- (v) Management of companies and enterprises;
- (vi) Professional, scientific, and technical services; and
- (vii) Transit-oriented development (including transit facilities/stops).

(2) Secondary Uses.

- (i) Food services;
- (ii) Information services;
- (iii) Personal services;
- (iv) Retail trade;
- (v) Wholesale trade;
- (vi) Warehousing, storage and distribution;
- (vii) Small wireless facilities/towers and antennas 50 feet tall or less;
- (viii) Eligible facility modifications;
- (ix) Permanent supportive housing, as defined in Chapter 14.08;
- (x) Transitional housing, emergency shelters and emergency housing, as defined in Chapter 14.08 and subject to the supplementary use criteria in LSMC 14.44.100; and.
- (xi) Co-Living Housing as defined in RCW 36.70A.535.

(b) Commercial District (CD). The purpose of this district is to accommodate the high-intensity retail needs of the community and regional market by attracting a mix of large to small format retail stores and

restaurants to create a vibrant and unified regional shopping center. Transportation accessibility, exposure to highways and arterials with adequate public services and traffic capacity characterize this district.

(1) Principal Uses.

- (i) Accommodation services;
- (ii) Arts and entertainment;
- (iii) Food services;
- (iv) Retail trade; and
- (v) Transit-oriented development (including transit facilities/stops).

(2) Secondary Uses.

- (i) Amusement and recreation industries;
- (ii) Commercial parking structures/lots;
- (iii) Educational services (colleges and/or technical schools);
- (iv) Finance and insurance;
- (v) Health care services;
- (vi) Information services;
- (vii) Personal services;
- (viii) Professional, scientific, and technical services;
- (ix) Public administration;
- (x) Warehousing, storage and distribution;
- (xi) Small wireless facilities/towers and antennas 50 feet tall or less; and
- (xii) Eligible facility modifications.

(3) Residential Uses.

- (i) Mixed use multifamily residential units including apartments, condominiums, and live/work units, where the majority of residential units are located above commercial uses;
- (ii) Permanent supportive housing, as defined in Chapter 14.08;
- (iii) Transitional housing, emergency shelters and emergency housing, as defined in Chapter 14.08 and subject to the supplementary use criteria in LSMC 14.44.100; and
- (iv) Co-Living Housing as defined in RCW 36.70A.535.

(e) Central Business District (CBD). The purpose of this district is to provide pedestrian-oriented commercial uses that serve the community and region by attracting a variety of small to mid-sized businesses along with high-density residential uses in proximity to other retail and residential areas. Building design and pedestrian-oriented features would support an active and pleasant streetscape. This district should include enhanced sidewalks, public spaces and amenities for pedestrians and cyclists that emphasize pedestrian movement over vehicular movement.

- (1) Principal Uses.
 - (i) Amusement and recreation;
 - (ii) Arts and entertainment;
 - (iii) Food services;
 - (iv) Hospitality and lodging;
 - (v) Personal services; and
 - (vi) Small to mid-size retail trade.
- (2) Secondary Uses.
 - (i) Commercial parking structures/lots;
 - (ii) Finance and insurance;
 - (iii) Health care services;
 - (iv) Professional, scientific, and technical services;
 - (v) Public administration;
 - (vi) Small wireless facilities/towers and antennas 50 feet tall or less; and
 - (vii) Eligible facility modifications.
- (3) Residential Uses.
 - (i) Mixed use multifamily residential units including apartments, condominiums, and live/work units, where the residential units are located above or behind commercial uses;
 - (ii) Permanent supportive housing, as defined in Chapter 14.08;
 - (iii) Transitional housing, emergency shelters and emergency housing, as defined in Chapter 14.08 and subject to the supplementary use criteria in LSMC 14.44.100 and
 - (iv) Co-Living Housing as defined in RCW 36.70A.535.

Section 5. Chapter 14.40 LSMC, entitled “Permissible Uses,” is hereby amended as follows (additions shown by underline, deletions shown by strikethrough, and all other sections and subsections remain unchanged):

Table 14.40-I Table of Residential Uses by Zones

NAICS Code	Use	R4	WR	R6	R8-12	MFR	LB	MU ¹	PBD ²	BD	CBD	CD	LI	GI	P/SP
MISCELLANEOUS AND ACCESSORY USES															
N/A	Accessory dwelling units ⁶	P	P	P	P	P									
721310	Rooming Houses, boarding houses <u>Co-Living Housing</u>	<u>A</u> <u>P</u>	<u>A</u> <u>P</u>	<u>A</u> <u>P</u>	<u>A</u> <u>P</u>	P	<u>P</u>	P		<u>P</u>	<u>P</u>	<u>P</u>			
N/A	Mobile/manufactured home or apartment used exclusively for a night watchman and his/her family ⁷												A	A	
N/A	Short-Term Rentals ¹³	P	P	P	P	P		P							

NAICS Code	Use	R4	WR	R6	R8-12	MFR	LB	MU ¹	PBD ²	BD	CBD	CD	LI	GI	P/SP
N/A	In-home daycare ⁸	P	P	P	P	P		P	P						
N/A	Home occupations ⁸	P	P	P	P	P		P	P						
N/A	Farm animals ⁹														
N/A	Planned Residential Developments ¹⁰	P	P	P	P	P									
N/A	Recovery housing	P	P	P	P	P			P						
<u>N/A</u>	<u>Emergency Housing¹⁵</u>						<u>P</u>			<u>P</u>	<u>P</u>	<u>P</u>			
<u>N/A</u>	<u>Emergency Shelters¹⁵</u>						P			P	P	P			
<u>N/A</u>	<u>Permanent Supportive Housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>	<u>P</u>	<u>P</u>			
<u>N/A</u>	<u>Transitional Housing¹⁶</u>	P	P	P	P	P	P			P	P	P			
N/A	Level I Healthcare facility	P	P	P	P	P		P							A
N/A	Level II Healthcare facility				C ¹⁴	C ¹⁴			P						A
N/A	Secure community transition facilities												C	C	
N/A	Group homes for licensed juvenile offenders	C	C	C	C	C	P	P							
N/A	Temporary encampments ¹¹	P	P	P	P	P	P	P							

15. Subject to supplementary use regulations in LSMC 14.44.100.

16. Subject to supplementary use regulations in LSCM 14.44.100 except for subsection(c)iii parking. Parking for transitional housing is subject to the standard parking requirements for the type of building e.g., single-family, townhome etc.

Section 6. Chapter 14.44 LSMC, entitled “Supplementary Use Regulations,” is hereby amended to include a new Section 14.44.100, with the new section shown as underline.

14.44.100. Bridge Housing

(a) Purpose and Restrictions.

(1) The supplementary use regulations for bridge housing (emergency housing, emergency shelters and transitional housing), as defined in Chapter 14.08, are intended to provide clear and objective criteria to allow these uses while mitigating potential impacts to city residents, businesses, land uses and infrastructure.

(2) Restrictions for bridge housing.

(i) Applicants shall obtain a Type II bridge housing permit issued by the Department of Planning and Community Development.

(ii) Bridge housing permits are not transferable to another operator or location.

(b) Licensing and Registration .

(1) Bridge housing is allowed in the zoning districts identified in Section 14.38.020 and Table 14.40-I LSMC.

(2) Bridge housing uses require a Type II permit application per Table 14.16A-I, applicable fees per the city’s fee resolution, and a Site Management Plan as detailed in subsection (c).

(3) A renewal application shall be required every two years following initial application approval. The renewal shall be subject to any fees established by the city’s fee resolution and shall document any changes to site operations from those described in the initial application.

(4) Any material changes to site operations evaluated in the Operations and Safety Plan detailed in subsection (c)(1)(ii) shall require a new application as opposed to a renewal application.

(c) Site Management Plan Required

(1) The applicant shall prepare a Site Management Plan that includes the following information:

(i) The name, phone number, email address and postal address providing valid current contact information for the site operator. Any changes to the name or telephone number(s) of contact(s) must be submitted to the Department of Planning and Community Development within 14 days of the change and upon license renewal;

(ii) An Operations and Safety Plan that details:

a. The target population served by the use (individuals, families, minors, etc.)

b. The background/screening process for site residents

c. The maximum and anticipated average duration of stay for residents

d. The maximum number of residents, including for individual rooms/units/suites

e. Entry, site access and security controls, including any limitations on hours of ingress/egress for residents and staff

f. Code of Conduct (or similar) required to be signed by residents

g. The number of employees/volunteers serving the site

h. Supportive services (medical, social, etc.) provided at the site

(iii) A parking analysis documenting the number of parking spaces needed to meet the project’s operational needs based on the number of residents and employees, anticipated vehicle ownership rate, average duration of stay and proximity to transit, except transitional housing.

(d) Public Notice and Input

(1) Applicants shall provide public notice to properties within 300 feet, as required for Type II land use applications and subject to the provisions of LSMC 14.16A.225.

(e) Health and Safety

(1) All uses shall provide fire extinguishers, smoke detectors, carbon monoxide detectors and clearly marked exits and meet all other State building code and fire code requirements.

(2) The city reserves the right to conduct inspections in response to health and safety complaints, subject to any fees identified in the current fees resolution.

(f) Nuisance Activity.

(1) It shall constitute a public nuisance to allow any operations or activities that result in violation of Chapter 9.56 LSMC, Noise Control, or allow other nuisance activities as described in Chapter 9.60 LSMC, Nuisance Activity, or other applicable sections of this code.

(2) All conditions which are determined by the Director or designee to be a nuisance activity shall be subject to enforcement pursuant to LSMC Title 17.

(g) Complaints and Enforcement.

(1) Complaints and enforcement are subject to the processes identified in Chapter 4.04 LSMC and LSMC Title 17 including any applicable fines and penalties.

(2) A new emergency housing and shelter permit will not be issued to the operator of a revoked emergency housing and shelter permit and business license until one year from the time of revocation has passed.

(3) Permits issued based on applications containing misrepresented or misleading information may be revoked.

Section 7. Chapter 14.72 LSMC, entitled “Parking,” is hereby amended as follows (additions shown by underline, deletions shown by strikethrough, and all other sections and subsections remain unchanged):

Table 14.72-I: TABLE OF PARKING REQUIREMENTS

Use	Parking Requirement
Rooming and Boarding Houses <u>Co-Living Housing</u>	1 space <u>0.25 spaces per sleeping unit. Sites within on-half mile of a major transit stop as defined in RCW 36.70A.535 are exempt from off-street parking requirements.</u>
<u>Emergency Housing and Emergency Shelters</u>	<u>Approval of a project-specific parking analysis is required as part of the required Site Management Plan, per LSMC 14.44.100(c).</u>
<u>Permanent Supportive Housing and Transitional Housing</u>	<u>Subject to the parking requirements for the associated residential building form/type, as listed in this chapter and defined in Chapter 14.08</u>

Section 8. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Section 9. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 16th day of December 2025.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

Attachment 2 – Revised Ordinance

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First Reading: December 9, 2025

Final Reading: December 16, 2025

Published:

Effective Date: