

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.

February 17, 2026 - 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: 84196340095 Passcode: 258256

- 1. Call to Order**
- 2. Pledge of Allegiance** Mayor
- 3. Roll Call**
- 4. Approval of Agenda** Council President
- 5. Guest Business**
 - A. Oath of Office for Police Corporals Amber Charouhas and Beau Zelenock Dean Thomas
- 6. Citizen Comments**
- 7. Consent Agenda**
 - A. Interlocal Agreement with the Lake Stevens Police Department and the Lake Stevens School District Jeffrey Beazizo
 - B. Civil Service Commission Reappointment Caitlin Weaver
- 8. Action Items**
 - A. OpenGov Contract Award Lori Erickson
- 9. Discussion Items**
 - A. Council Procedures Review/Facebook Discussion Gene Brazel
- 10. City Department Report**
 - A. Parks & Recreation Dept - 2025 Year End Report Sarah Garceau
- 11. Council Business** Council President
- 12. Mayor's Business**
- 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, 48 hours prior to this council meeting if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

CITY COUNCIL STAFF REPORT



Agenda Date: 2/17/2026

Subject: Interlocal Agreement with the Lake Stevens Police Department and the Lake Stevens School District

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the School Resource Officer ILA

SUMMARY/BACKGROUND:

The Lake Stevens School District (LSSD) and the Lake Stevens Police Department (LSPD) have collaborated to create a School Resource Officer (SRO) program aimed at improving school safety and the educational climate within the schools. This partnership is formalized through an Inter-local Agreement (ILA), which outlines the roles, duties, and limitations of the SRO, as well as the mission and purpose of the program.

The ILA has been developed in accordance with RCW 28A.320.1242(1), which mandates that school districts and local law enforcement agencies establish agreements for the implementation of SRO programs. The agreement specifies elements that must be incorporated and fulfills the requirements of RCW 10.93.160. The primary functions of the SRO include serving as an educator, an informal counselor, and a law enforcement officer, with a strong focus on keeping students out of the criminal justice system whenever possible.

Upon execution, copies of the agreement will be placed on file in the offices of the Chief of Police of the LSPD and the Superintendent of the LSSD. Additionally, the agreement will be shared with each SRO, school principals, and other relevant individuals.

The collaboration between the LSSD and LSPD through the SRO program is a

significant step towards ensuring a safer educational environment. By formally adopting the ILA, both parties can continue to work together to enhance school safety and support the community's educational goals.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. LSSD LSPD SRO ILA 2026

AFTER RECORDING RETURN TO:

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

**SCHOOL RESOURCE OFFICER
INTER-LOCAL AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the LAKE STEVENS SCHOOL DISTRICT (LSSD) and the LAKE STEVENS POLICE DEPARTMENT (LSPD.) The Agreement refers to the LSSD and the LSPD collectively as “the Parties”. The Chief of Police of the LSPD (“Chief”) and the Superintendent of the LSSD (“Superintendent”) are each a signatory to this Agreement.

Upon the Parties execution of this Agreement, a copy of the Agreement shall be placed on file in the offices of the Chief and the Superintendent. The Parties shall also share copies of this Agreement with each School Resource Officer (SRO), any principals in schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

The LSSD and the LSPD will annually review the SRO program using a process that involves parents, students, and community members and adopt an updated Agreement as appropriate, compliant with the requirements of RCW 28A.320.1242(1)(b).

I. MISSION AND PURPOSE

The mission of the SRO program is to improve school safety and the educational climate in the schools. The purpose of this Agreement is to fulfill the requirements of RCW 28A.320.1242(1), which requires an Agreement between school districts and the local law enforcement agency for implementation of a School Resource Officer program and specifies elements that must be incorporated into such an Agreement. Additionally, this Agreement fulfills the requirements of RCW 10.93.160 and formalizes and clarifies the partnership between the LSSD and the LSPD. This Agreement is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter.

II. SRO ROLES, DUTIES, AND LIMITATIONS

The role of the School Resource Officer (SRO) on campus generally encompasses three primary functions: educator, informal counselor, and law enforcement officer. The focus of any SRO serving within the Lake Stevens School District (LSSD) is to keep students out of the criminal justice system whenever possible. The LSSD shall integrate the SRO into the school community through participation in faculty meetings, student meetings, and assemblies, as appropriate.

The SRO should support a positive school climate by building positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and supportive learning environment. The SRO is a valued member of School-based and District Threat Assessment Teams, which are preventive in nature, and SROs are encouraged to participate in such teams in a manner consistent with LSSD policy.

The SRO shall be a full-time police officer employed by the Lake Stevens Police Department (LSPD) who has successfully completed the basic police academy and the department's probationary period. The SRO shall be assigned by the Chief of Police after a collaborative selection process involving the LSSD. Short-term temporary SROs shall be selected based on their qualifications and demonstrated ability to effectively serve the needs of the LSSD. Due to the unpredictability of when temporary SROs are needed, there will not be a formal selection process, but each temporary SRO must have completed the required training prior to performing in that role.

The LSPD and the LSSD shall collaborate to schedule the SRO in a manner that best meets the needs of the LSSD and effectively addresses matters appropriate for an SRO or law enforcement response. The LSPD shall comply with all applicable provisions of its current collective bargaining agreement for police officers. The LSPD and each SRO will also comply with all state and federal laws pertaining to the training and actions of law enforcement officers assigned to educational environments.

The SRO shall be available to all schools within the LSSD but shall be assigned to a designated host school. The host schools shall be Lake Stevens High School and Cavelero Mid-High School. The assigned SRO shall work eight (8) hours on each day that school is in session, with scheduled hours encompassing the host school's start and dismissal times. If the host school is not in session (e.g., late start, inclement weather, power outage), but other LSSD schools are in session, the SRO shall continue to perform SRO duties at other LSSD schools. The normal working hours shall be mutually agreed upon by the host school administrator and the LSPD.

In the event the assigned SRO is unavailable, the LSPD shall provide a temporary SRO for a minimum of three (3) days per week during the period of unavailability, or make other arrangements as mutually agreed upon by both parties.

The primary responsibility for maintaining proper order and conduct within each school rests with school principals or their designee, supported by other school staff. This responsibility includes addressing minor violations of law that occur during school hours or at school-sponsored activities. The School Resource Officer (SRO) program does not diminish the authority of the Lake Stevens School District (LSSD) and shall not be used to impose criminal sanctions in matters more appropriately handled by the LSSD. Principals or their designee shall maintain order and manage all student discipline matters in accordance with the LSSD Student Discipline Policy. The SRO may interact informally with students, as appropriate, to reinforce school rules and expectations.

The SRO, as requested by the host school principal, will coordinate evening security needs for sporting activities, dances, dramatic events, and student recognition assemblies, thus providing continuity regarding safety. Compensation for SRO hours worked outside of normal work hours, when requested by the LSSD, shall be provided as stated in Section VII of this agreement.

The SRO may assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by principals and school staff. The SRO will perform such services either on a “guest lecturer” basis in conjunction with and under the direction of appropriately certified teaching personnel, or on a co-curricular or extracurricular basis as scheduling permits.

The SRO shall be available for conferences with students, parents, and faculty members to assist them with problems related to law enforcement or crime prevention.

The SRO shall be or become familiar with all community agencies which aid youth and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies as appropriate, thereby acting as a resource person to students, families, and staff at the school.

The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest, school drills, and facility safety using training and principles of Crime

Prevention Through Environmental Design (CPTED).

The SRO may use discretion to take law enforcement action as necessary and appropriate under circumstances that may arise at the school. As soon as practicable, the SRO shall notify the principal of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or school-related functions to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO should advise the principal before requesting additional police resources on campus.

The SRO shall give assistance to law enforcement officers in matters regarding their school assignment, whenever necessary.

The SRO shall, whenever possible, participate in and/or attend school functions during the SRO's regularly scheduled work week.

The SRO may be assigned LSPD investigations of runaways or crimes relating to students attending the school that the SRO serves.

The SRO shall not be assigned to routine monitoring or supervisory duties (e.g., lunchrooms, hallways). However, when an issue arises in such areas that falls within the SRO's duties and responsibilities, the SRO may assist as necessary until the issue is resolved.

III. REQUESTS FOR INTERVENTION

Teachers and school administrators may ask an SRO to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process or in other emergency circumstances consistent with LSSD policy. SROs do not need to be asked before intervening in emergencies.

Generally, law enforcement activity should occur at locations other than school premises. However, certain circumstances may warrant formal law enforcement intervention at school, which may be conducted by the SRO. Such activities may include interviews or interrogations; searches of a student's person, possessions, or locker; issuance of citations; filing of delinquency petitions; referrals to a probation officer; arrests; and other referrals to the juvenile justice system, all conducted in accordance with applicable LSSD and LSPD policies.

Per RCW 10.93.160, the SRO duties do not extend to immigration enforcement, and the SRO will not inquire

into or collect information about an individual's immigration or citizenship status, or place of birth. Neither will the SRO provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law, and consistent with LSSD and LSPD policies.

IV. DISMISSAL OF SCHOOL RESOURCE OFFICER

In the event the LSSD feels that the SRO is not effectively performing his/her duties and responsibilities, the Superintendent or designated representative shall recommend that the SRO assignment be reviewed. The Superintendent or designee shall advise the Chief of the request.

The Chief may reassign an SRO based upon the LSPD's policies, a collective bargaining agreement, or when it is in the best interest of the City of Lake Stevens and the LSSD.

In the event of the resignation, dismissal, or reassignment of an SRO, the Chief shall provide a temporary replacement for the SRO that complies with Section II of this agreement. As soon as practicable, the Chief shall recommend a permanent replacement to fill the vacant SRO position.

If there is conflict between the LSSD and the LSPD/City of Lake Stevens, the parties will strive to resolve their differences. The Superintendent and the Chief shall attempt to resolve the matter. However, if a conflict occurs regarding orders, instructions or policies that cannot be resolved through negotiations, the City's decision shall prevail.

V. TRAINING OF SCHOOL RESOURCE OFFICER

The SRO is an employee of the LSPD. The LSPD retains the authority and responsibility for training its employees, including SROs. The LSPD will attempt to schedule training to minimize disruption to the SRO's school responsibilities. The LSPD will work with the LSSD and the Educational Service District to ensure that all permanent and temporary SROs assigned to the LSSD have been trained in all the topics required by RCW 28A.310.515, including:

- Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
- Child and adolescent development;
- Trauma-informed approaches to working with youth;

- Recognizing and responding to youth mental health issues;
- Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- Collateral consequences of arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- Local and national disparities in the use of force and arrest of children;
- De-escalation techniques when working with youth or groups of youth;
- State law regarding restraint and isolation in schools, including RCW 28A.600.485;
- Bias free policing and cultural competency, including best practices for interacting with students from various backgrounds, including English language learners, Lesbian Gay Bisexual Transgender and Queer (LGBTQ), and immigrants;
- The federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Sec. 1232g) requirements, including limits on access to and dissemination of student records for non-educational purposes; and
- Restorative justice principles and practices.

VI. COMPLAINT RESOLUTION

The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community that complies with LSPD policies. The complaint resolution system will register concerns regarding the SRO or the SRO Program, provide for the investigation of registered complaints, and provide for timely communication of the resolution of the complaint to the complainant. The complaint resolution system shall allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections. The LSSD will inform all students, parents, guardians, teachers, and administrators of the complaint resolution system at the beginning of each school year.

VII. PAYMENT OF COSTS OF THE SRO PROGRAM

The LSSD will reimburse the City of Lake Stevens for seventy five percent (75%) of each SRO's monthly salary and benefits, during the months of September through June, except when LSSD has activated distant learning

to all students and not requested SRO on site full-time. If full-time distant learning is activated, LSSD will reimburse the City of Lake Stevens for 100% hourly salary and benefits for time spent on school activities requested by the LSSD. In the event that services provided under this agreement are subject to Washington's retail sales tax under ESSB 5814 the LSSD shall be responsible for payment of the required sales tax on the reimbursement payments to the City. This provision shall automatically adjust to reflect any subsequent changes in applicable law affecting the taxability of such services.

The monthly and hourly rate(s) will be subject to change based on increases in payroll and benefits paid to the SRO which may include but are not limited to increases in costs of living adjustments, health insurance and other benefits. The City of Lake Stevens shall provide the LSSD with an updated fee schedule by December 1st of each year for the following year. When a new SRO is assigned, the applicable fee schedule for that SRO shall be provided to the LSSD. Collective bargaining agreements are negotiated periodically. Protracted negotiations may prevent the City from providing updated rates by December 1st. The City will inform the LSSD if negotiations are expected to extend past December 1st. The City will provide updated rates to the LSSD within 30 days after negotiations are resolved.

The LSSD will reimburse the City of Lake Stevens for 100% of the overtime hourly salary and benefits for time spent on school activities requested by the LSSD.

Funding responsibilities for subsequent years will be negotiated between the LSSD and the City of Lake Stevens, subject to the right of either party to provide notice of termination of this Agreement.

The City of Lake Stevens will submit monthly invoices to the LSSD. The LSSD will pay the invoices within thirty (30) days of the date of the invoice.

VIII. DATA COLLECTION AND REPORTING

The SRO, LSPD, and the LSSD shall work together to ensure the proper collection and reporting of data regarding calls for law enforcement service and the outcome of each call. The data will be disaggregated by school, offense type, race, gender, age, and students who have an individualized education program or plan developed under section 504 of the federal rehabilitation act of 1973. Data collection shall be maintained by the LSPD.

IX. TERMINATION OF AGREEMENT

This Agreement shall be effective as of the date of signing and remain in full force and effect until amended or until such time as either party withdraws from this Agreement upon ninety (90) days written notice by either party. Termination of this Agreement may only be accomplished as provided herein.

X. NOTICES

All notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United State Postal Service as regular mail, postage prepaid and addressed as follows:

Superintendent	Chief of Police
Lake Stevens School District	Lake Stevens Police Department
12309 22 nd St NE	1825 S. Lake Stevens Road
Lake Stevens, WA 98258	Lake Stevens, WA 98258

XI. GOOD FAITH

The LSSD, the LSPD, the City of Lake Stevens and their agents and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the mayor or their designees.

XII. MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings or Agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

XIII. NON-ASSIGNMENT

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

XIV. INSURANCE/INDEMNIFICATION

It is understood and agreed that during the term of this Agreement and any renewal hereof, the City of Lake Stevens shall maintain errors and omissions and general liability insurance coverage for all acts, omissions, and

services performed by the SRO as described in this Agreement including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the City of Lake Stevens shall provide written proof of said coverage prior to execution of this Agreement and anytime thereafter on request of the LSSD. The insurance provided by the City of Lake Stevens shall be deemed primary coverage relating to the acts of the SRO and not excess. The City's coverage through its membership in the Washington Cities Insurance Authority shall be deemed compliant with these obligations.

The City of Lake Stevens agrees to and does hereby indemnify, hold harmless and defend LSSD and its governing board, elected officials, officers, agents, and employees from every claim or demand made and every liability. Loss, damage or expense, of any nature whatsoever which may be incurred by reason of death or bodily injury to person; injury to, loss or theft of property; any other loss, damage, or expense resulting from or arising out of this Agreement or its performance in the extent that such loss, damage, injury, expense or liability was proximately caused by the negligent or act or omission of the City of Lake Stevens, including without limitation its employees, agents, or officers.

The LSSD agrees to and does hereby indemnify, hold harmless, and defend the City of Lake Stevens and its governing board, elected officials, officers, agents, and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever which may be incurred by reason of death or bodily injury to person; injury to, loss or theft of property; any other loss, damage, or expense resulting from or arising out of this Agreement or its performance in the extent that such loss, damage, injury, expense or liability was proximately caused by the negligent or act or omission of the LSSD, including without limitation its employees, agents, or officers.

XV. SEVERABILITY

The invalidity or unenforceability of any provisions of the Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

CITY OF LAKE STEVENS

Brett Gailey, Mayor

LAKE STEVENS SCHOOL DISTRICT

Mary Templeton, Superintendent

LAKE STEVENS POLICE DEPARTMENT

Jeff Beazizo, Chief of Police

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 2/17/2026

Subject: Civil Service Commission Reappointment

Contact Person/Department: Caitlin Weaver, Administration

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Reappoint Ray Mitchell to the Civil Service Commission with a term expiring December 31, 2031

SUMMARY/BACKGROUND:

This incumbent's term on Civil Service Commission has expired and he has expressed a desire to continue his service. The Mayor has agreed to the reappointment of this incumbent.

	Position #	Name	Term Length	New Term Expires
Civil Service Commission	2	Ray Mitchell	6 years	12/31/2031

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 2/17/2026

Subject: OpenGov Contract Award

Contact Person/Department: Lori Erickson, Public Works

Budget Impact: The Public Works and Parks and Recreation Departments are proposing to fund the year-one costs of this project by reallocating \$104,735 in existing operating budgets. As a result, a budget amendment is no longer being proposed, but there will be operational impacts, including reduced expenditures for pavement preservation and lake aquatic weed management in the amount of \$69,824 evenly distributed and an operating reallocation in Parks and Recreation of \$34,912.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Make a motion to authorize the Mayor to sign the agreement with OpenGov, an asset management platform, for a total agreement amount of \$333,570.02 over a 3-year and 9-month period, with the total additional cost over existing software subscriptions of \$104,735 over that same period.

SUMMARY/BACKGROUND:

On February 7, 2026, at the City Council Retreat, staff presented OpenGov overview as a solution to modernize the city's asset management and work-order tracking systems. This system is used by the Public Works and the Parks and Recreation Departments, which combined, completed more than 10,000 work orders in 2025. The overview included a business case for replacing the City's current asset management systems with OpenGov, a cost breakdown for the project for each year from 2026 to 2029, and anticipated efficiencies from this implementation. At the end of the OpenGov Project Overview, City Council asked the Public Works and Parks and Recreation Departments to report back with ideas for funding the OpenGov project that do not require a budget amendment. This presentation will cover the plan for funding this project out of existing

operating budgets, the anticipated operational impacts, and a recommendation for City Council to authorize the Mayor to sign the agreement with OpenGov in the total amount of \$333,570.

Key issues that OpenGov solves for the city include

- The ability to actively maintain the asset database by allowing field staff to write directly back to the GIS database
- Integrate AI and other platforms seamlessly, thereby adding efficiency across departments and strategic priorities
- Allow users to see pending work orders that are near their location so they can operate more efficiently.
- Allows users to see the complete history of maintenance on each asset.

The estimated efficiency benefit to the community is \$130K per year. While this is not a direct savings, it is a significant improvement in value-added service to the community without adding resources.

APPLICABLE CITY POLICIES:

Policy 302 - City Wide Procurement Policy

ATTACHMENTS:

1. Statement of Work, Quote and Order Form
2. OG_Presentation_COLS_CouncilMeeting02172026 r1



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 2/11/2026, 9:40 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Lake Stevens, WA

Contract: Sourcwell: 060624-VTO

Quote #: Q-19009
Expires On: 2/28/2026

Ship To
City of Lake Stevens, WA
Troy Stevens
425-622-9416
tstevens@ci.lake-stevens.wa.us

Quote For:
Name:
Company: City of Lake Stevens, WA
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		OpenGov

Overall POP Start Date: 4/1/2026
Overall POP End Date: 12/31/2029

Term 1 04/01/2026-12/31/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWAQ-B6080M-AR-3Y	Asset Management - Between \$60-80 Million - 3Y	1.00	\$11,117.31	\$11,117.31
OG-TWAW-B6080M-AR-3Y	Facilities Domain - Between \$60-80 Million - 3Y	1.00	\$6,614.48	\$6,614.48
OG-TWAV-B6080M-AR-3Y	Integration Toolkit - Between \$60-80 Million - 3Y	1.00	\$0.00	\$0.00
OG-TWAY-B6080M-AR-3Y	Parks & Recreation Domain - Between \$60-80 Million - 3Y	1.00	\$6,174.68	\$6,174.68
OG-TWBB-B6080M-AR-3Y	Stormwater Domain - Between \$60-80 Million - 3Y	1.00	\$6,174.68	\$6,174.68
OG-TWBC-B6080M-AR-3Y	Transportation Domain - Between \$60-80 Million - 3Y	1.00	\$6,614.48	\$6,614.48
OG-TWBD-B6080M-AR-3Y	Walkability Domain - Between \$60-80 Million - 3Y	1.00	\$5,910.35	\$5,910.35

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEW-B6080M-OT-0Y	Professional Services Deployment - Fixed Fee - Between \$60-80 Million - 0Y	198.00	\$215.05	\$42,579.90
Term 1 TOTAL:				\$85,185.88

Billed as Incurred and Not to Exceed

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-Travel-Expense-Reimb	OpenGov - designed for reimbursable travel expenditures. **Estimate expense	2,800.00	\$1.00	\$2,800.00
Billed as Incurred and Not to Exceed TOTAL:				\$2,800.00

08/31/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEW-B6080M-OT-0Y	Professional Services Deployment - Fixed Fee - Between \$60-80 Million - 0Y	197.00	\$215.05	\$42,364.85
08/31/2026 TOTAL:				\$42,364.85

Term 2

01/01/2027-12/31/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWAQ-B6080M-AR-3Y	Asset Management - Between \$60-80 Million - 3Y	1.00	\$15,564.24	\$15,564.24
OG-TWAW-B6080M-AR-3Y	Facilities Domain - Between \$60-80 Million - 3Y	1.00	\$9,260.28	\$9,260.28
OG-TWAV-B6080M-AR-3Y	Integration Toolkit - Between \$60-80 Million - 3Y	1.00	\$0.00	\$0.00
OG-TWAY-B6080M-AR-3Y	Parks & Recreation Domain - Between \$60-80 Million - 3Y	1.00	\$8,644.55	\$8,644.55
OG-TWAT-B6080M-AR-3Y	Scenario Builder - Between \$60-80 Million - 3Y	1.00	\$4,814.51	\$4,814.51
OG-TWBB-B6080M-AR-3Y	Stormwater Domain - Between \$60-80 Million - 3Y	1.00	\$8,644.55	\$8,644.55
OG-TWBC-B6080M-AR-3Y	Transportation Domain - Between \$60-80 Million - 3Y	1.00	\$9,260.28	\$9,260.28
OG-TWBD-B6080M-AR-3Y	Walkability Domain - Between \$60-80 Million - 3Y	1.00	\$8,274.49	\$8,274.49
Term 2 TOTAL:				\$64,462.90

Term 3

01/01/2028-12/31/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWAQ-B6080M-AR-3Y	Asset Management - Between \$60-80 Million - 3Y	1.00	\$16,342.45	\$16,342.45
OG-TWAW-B6080M-AR-3Y	Facilities Domain - Between \$60-80 Million - 3Y	1.00	\$9,723.29	\$9,723.29
OG-TWAV-B6080M-AR-3Y	Integration Toolkit - Between \$60-80 Million - 3Y	1.00	\$0.00	\$0.00
OG-TWAY-B6080M-AR-3Y	Parks & Recreation Domain - Between \$60-80 Million - 3Y	1.00	\$9,076.78	\$9,076.78
OG-TWAT-B6080M-AR-3Y	Scenario Builder - Between \$60-80 Million - 3Y	1.00	\$5,055.23	\$5,055.23

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWBB-B6080M-AR-3Y	Stormwater Domain - Between \$60-80 Million - 3Y	1.00	\$9,076.78	\$9,076.78
OG-TWBC-B6080M-AR-3Y	Transportation Domain - Between \$60-80 Million - 3Y	1.00	\$9,723.29	\$9,723.29
OG-TWBD-B6080M-AR-3Y	Walkability Domain - Between \$60-80 Million - 3Y	1.00	\$8,688.22	\$8,688.22
Term 3 TOTAL:				\$67,686.04

Term 4

01/01/2029-12/31/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWAQ-B6080M-AR-3Y	Asset Management - Between \$60-80 Million - 3Y	1.00	\$17,159.57	\$17,159.57
OG-TWAW-B6080M-AR-3Y	Facilities Domain - Between \$60-80 Million - 3Y	1.00	\$10,209.46	\$10,209.46
OG-TWAV-B6080M-AR-3Y	Integration Toolkit - Between \$60-80 Million - 3Y	1.00	\$0.00	\$0.00
OG-TWAY-B6080M-AR-3Y	Parks & Recreation Domain - Between \$60-80 Million - 3Y	1.00	\$9,530.62	\$9,530.62
OG-TWAT-B6080M-AR-3Y	Scenario Builder - Between \$60-80 Million - 3Y	1.00	\$5,307.99	\$5,307.99
OG-TWBB-B6080M-AR-3Y	Stormwater Domain - Between \$60-80 Million - 3Y	1.00	\$9,530.62	\$9,530.62
OG-TWBC-B6080M-AR-3Y	Transportation Domain - Between \$60-80 Million - 3Y	1.00	\$10,209.46	\$10,209.46
OG-TWBD-B6080M-AR-3Y	Walkability Domain - Between \$60-80 Million - 3Y	1.00	\$9,122.63	\$9,122.63
Term 4 TOTAL:				\$71,070.35

--

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Vertosoft LLC

Signature: _____
Name: _____
Title: _____
Date: _____

City of Lake Stevens, WA

Signature: _____
Name: _____
Title: _____
Date: _____



Statement of Work

City of Lake Stevens, WA

Creation Date: 12/1/2025
SoW Expiration Date: 3/1/2026
Document Number: PS-09423.2
Created by: Josh Volpert

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of Lake Stevens, WA ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Enterprise Asset Management

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely and provide up to [1] onsite trips for project-related activities. Customer will provide a suitable workspace, including a conference room with attendee capacity, non-public Wi-Fi, and AV equipment. Travel expenses are estimated not to exceed \$2800. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be

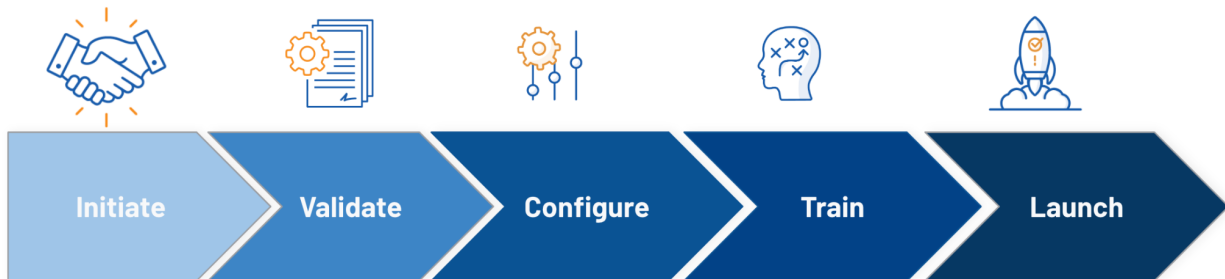
documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Enterprise Asset Management

Use Cases Build for Enterprise Asset Management:

- Transportation
- Walkability
- Parks and Rec
- Facilities
- Stormwater
- Fleet

OpenGov Enterprise Asset Management

Initiate

OpenGov will:

- Setup a hosted sandbox and a hosted production OpenGov Asset Management environment, if one does not already exist
- Conduct one (1) remote session to review customer assets (see asset section below), source data, GIS capabilities, ESRI authentication, and single sign on identity provider (if applicable).

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- The project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide a remote, up to twenty-four (24) hours, validation workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.
- Provide a template file to be utilized by Customer staff to populate resources, libraries, and users/roles data that OpenGov will import into OpenGov Enterprise Asset Management.
- Provide up to two (2) remote sessions for Customer technical GIS staff to configure Esri Feature Services for the bidirectional GIS integration and authentication.

Completion Criteria:

- Completion of requirements gathering workshop.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
 - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
 - o Up to twenty (20) preventative maintenance plans
- Provide configuration services related to MS4 workflows, including:
 - o Up to forty (40) custom fields and up to two (2) custom layouts to be utilized for MS4 inspections
 - o Up to ten (10) automations
 - o Up to five (5) reports to be defined during requirements gathering

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries
- Provide service for Customer historical data listed below:
 - Viewworks data related to: assets, work history, attachments and requests.
 - For the custom data conversion service(s) listed above, OpenGov will provide:
 - A review of the historical data along with recommendations for OpenGov Asset Management best fit.
 - A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map
 - All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.
 - Maximum historical record count:
 - Requests : 150,000
 - Tasks: 1,000,000
 - Overall Asset count: 2,000,000
 - Exclusions:
 - Child records and associated child-level attributes, condition inspection history, and resources.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - Transportation(8)
 - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
 - Walkability(7)
 - ADA Ramp; Pavement Area: Sign; Tree; Light Fixture; Sidewalk; Support
 - Parks and Recreation(10)
 - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree
 - Facilities(25)
 - Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure
 - Stormwater(9)
 - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump
 - Fleet(1)
 - Fleet

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Standard KPI/ROI Gadgets
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views(List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s)(Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management
 - Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes

- OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - OpenGov recommended best practices for Fleet Management
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation
 - Manager

Core Training:

- Provide remote train-the-trainer training, up to two (2) sessions on OpenGov Asset Builder. Training topics include:
 - o OpenGov Asset Management Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations

- o OpenGov recommended best practices for expanding the system's use and/or building assets
- Provide Preventative Maintenance Plans remote train-the-trainer training, up to two (2) sessions. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to three (3) sessions. Training topics include:
 - o Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - o Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - o OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide Internal Request remote train-the-trainer training, up to two (2) sessions. Training topics include:
 - o Internal Requests
 - Users
 - Views
 - Issue Library settings and management
 - o OpenGov recommended best practices for advanced request management
- Provide Advanced Material Management and Material Planning remote train-the-trainer training, up to four (4) sessions. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - o Vendor Price Quotes
 - o Re-order points
 - Material Planning
 - o Status Default
 - o Workflow Setup
 - o Notifications
 - OpenGov recommended best practices for advanced material management and Material Planning.

- Provide Integration Toolkit remote train-the-trainer, up to two (2) sessions. Training topics include:
 - API
 - Webhooks
 - Scheduled Import/Export
 - OpenGov recommended best practices for utilizing the Integration Toolkit

Launch

OpenGov will:

- Provide up to remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.



One Community Around The Lake

OpenGov Contract Award

LORI ERICKSON, PUBLIC WORKS ANALYST

2/17/2026

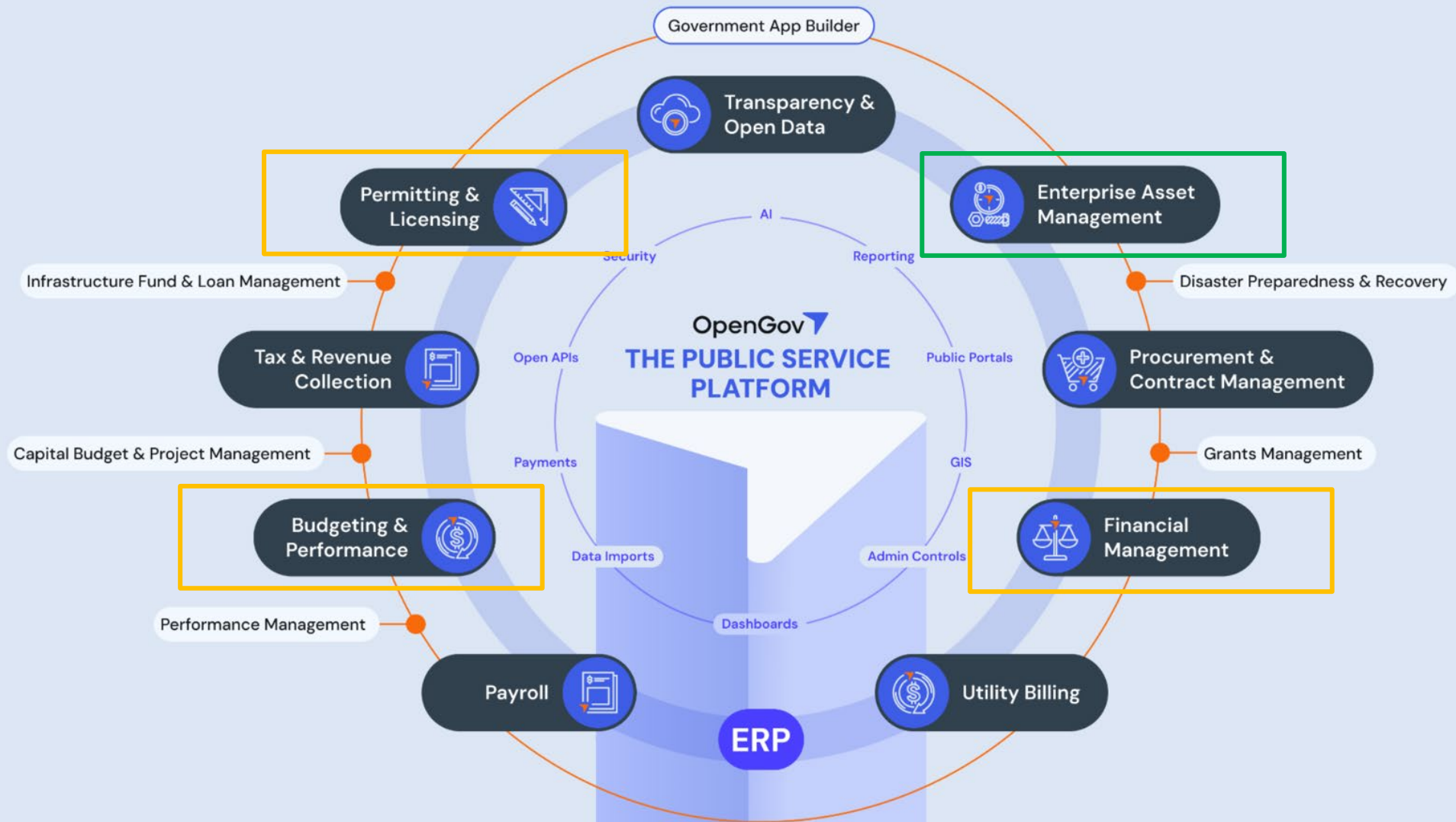


Agenda

- Quick Recap
- Funding and Impacts
- Questions / Discussion
- Action

City Council will be asked at the end of this presentation to authorize the Mayor to enter into the agreement with OpenGov in the amount of 333,570.02.

Future OpenGov Module Considerations





Phase 1 – System Consolidation

- Lists (included in M365)
 - VUEWorks - \$42,730 (annually)
 - StreetLogix – \$8,500 (annually)
 - Asset Tiger - \$850 (annually)
-

Today's Total: \$52,080

OpenGov Costs – Asset Management

Annual software subscription, professional services implementation, on-going support and maintenance.
All future software enhancements, fixes and updates.

Subscription Term	Months	Software	Professional Services	Term Total
April 1, 2026 – Dec. 31, 2026	9	\$42,605.98	\$84,944.75*	\$127,550.73
Jan. 1, 2027 – Dec. 31, 2027	12	\$64,462.90	-	\$64,462.90
Jan. 1, 2028 – Dec. 31, 2028	12	\$67,686.04	-	\$67,686.04
Jan. 1, 2029 – Dec. 31, 2029	12	\$71,070.35	-	\$71,070.35
Grand Total:				\$330,770.02

*Does not include a one-time travel expenditure, NTE \$2,800

Pricing : OpenGov Enterprise Asset Management

- Domains Fleet, Facilities, Streets (Transportation and Walkability), Stormwater, Parks
- Included: Asset Management, Work Order Management, Advanced Inventory Management, Scenario Builder (Year-2)
- Included: Hosting, Production and Staging Environments, Reporting and Dashboards, Unlimited Users
- Includes: MS4 Setup, VUEWorks Conversion, and on-site training

**Our quote expires
February 28, 2026
2026 pricing is ~20% more**

Funding and Impacts

Amount Not Budgeted Year-1	Divisions Responsible for Funding	Cost Sharing %	Cost Sharing \$	Impacted Budgets (Budget Code) and Amount	Operational Impacts
\$102,906	Parks	33.3%	\$34,302	Parks Operating Costs (Exact Code(s) TBD) - \$34,302	Possible: 1x Capital/Larger Unforeseen Project Cannot be Accommodated
	Stormwater	33.3%	\$34,302	Stormwater Aquatic Vegetation Maintenance (SWMT) - \$34,302	Reduction in the area of the lake that is treated with herbicide
	Streets Division	33.3%	\$34,302	Streets Pavement Preservation (STPP) - \$34,302	Continued reduction in pavement condition



Proposed Schedule

- 2/7 – Consensus to move forward
- 2/17 – Council authorizing the Mayor to enter into an agreement with OpenGov
- 2/18 – Mayor signs agreement
- Planning begins in mid-February
- Implementation March – August/September

Recommendation:

City Council authorizes the
Mayor to sign the agreement
with OpenGov in the amount of
\$333,570.02



An;

COUNCIL PROCEDURES

ADOPTED

March 27, 2018

Revised September 11, 2018

Revised January 22, 2019

Revised March 10, 2020

Revised April 25, 2023

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SECTION 1. AUTHORITY

- 1.1 Pursuant to RCW 35A.12.120, and other applicable law, the Lake Stevens City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall be in effect upon adoption by the Council and until such time as they are amended, or new rules adopted in the manner provided by these rules.

SECTION 2. COUNCIL MEETINGS

2.1 TYPES OF MEETINGS:

1. Regular - the Council meeting held as set by Ordinance.
2. Workshop – the Council meeting held as set by Ordinance.
3. Special - any Council meeting other than the Regular Council meeting. Notice shall be given at least 24 hours in advance. A Special Council meeting may be scheduled by the Mayor, Council President, City Administrator or at the request of not less than 4 Councilmembers.
4. Emergency - a Special Council meeting called without the 24-hour notice. An Emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Administrator, the Mayor or Council President with the consent of not less than 4 Councilmembers. The minutes will indicate the reason for the emergency.

- 2.2 The time and day of Council's regular meetings shall be set by ordinance and will be held at the location set by ordinance unless otherwise publicly announced.

Regular Council meetings times shall be set by ordinance and will normally adjourn no later than 8:00 p.m., unless pending business must be concluded. Extensions beyond 8:00 p.m. shall require passage of a motion by Council.

- 2.3 Council's Workshop Sessions will be scheduled as special meetings and may be held, when needed, as follows: From the hour of 6:00 p.m. and will adjourn no later than the hour of 8:00 p.m., on the first and third Tuesdays, of each month. To continue past this time of adjournment, passage of a motion by a majority of the Council will be required. Alternatively, Workshop Sessions may be scheduled immediately preceding a Regular Council meeting, with the start time to be determined based on the agenda, but in no event earlier than 5:00 p.m., and ending no later than 6:45 p.m. Council workshops may also be scheduled on other dates and times by special meeting notice.

Special Workshop sessions may be called by the Mayor, City Administrator, Council President or by three (3) or more Councilmembers.

Workshop Sessions will be informal meetings for the purpose of reviewing forthcoming programs, receiving progress reports on current programs or projects,

or receiving other similar information. The Council President, Council Vice-President and City Staff will determine on-going dedicated schedules for regular workshop sessions.

No final decisions will be made at a Workshop Session. Decisions on workshop matters will be scheduled for a Regular or Special Council meeting.

- 2.4 Information will be available to the public at each meeting stating a summary of the Rules of Procedure.
- 2.5 Staff/consultants will provide brief information and respond to questions by Councilmembers or as requested by the City Administrator or Presiding Officer.
- 2.6 Citizen comment/public hearing sign-ups will be available at each regular Council meeting.
- 2.7 All regular, workshop and special meetings will be recorded and uploaded to the City's YouTube channel.

The City Clerk will keep an account of all proceedings of the Council in accordance with the statutory requirements, and proceedings will be entered into a minute book constituting the official record of the Council.

City Council meeting minutes will not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

2.8 ORDER OF REGULAR COUNCIL MEETING AGENDA:

1. Call Meeting To Order:

The Presiding Officer calls the meeting to order.

2. Pledge of Allegiance:

The Mayor, Council President or designee leads the flag salute.

3. Roll Call:

The Council President will announce the attendance of Councilmembers and indicate any Councilmember who is not in attendance. The Council shall approve excused absences by vote. The official meeting minutes will always reflect the vote count on each action item.

4. Approval of Agenda:

The Council President, with the concurrence of the Councilmembers, may take agenda items out of order or add or remove agenda items.

5. Guest Business:

Persons or organizations invited or requesting to speak to the Council on specific identified topics will be scheduled under Guest Business. Guest

speakers will not be restricted to a limited amount of time for speaking unless requested by Council at the time of the meeting.

5-6. Citizen Comments:

Members of the audience may comment on items relating to any matter not on the meeting agenda under Citizen Comments. Unless this rule is waived by motion of the Council, each speaker will be limited to three minutes to make their comments.

Council may, at its discretion, allow citizen comment on individual agenda items at times during any regularly scheduled City Council meeting after the item is introduced for Council but prior to Council discussion. The Presiding Officer will limit the amount of time permitted for each speaker to three minutes, until all persons have had an opportunity to speak. These agenda items include, but are not limited to, ordinances, resolutions and Council Business issues. Public testimony will be taken during Council's consideration of quasi-judicial matters.

7. Council Business:

Councilmembers may report on any Board/Commission meetings or significant activities or any other matter pertaining to City business since the last meeting. Subcommittee chairpersons will report on the activities of their respective subcommittees.

8. Mayor's Business:

Under Mayor's Business the Mayor usually addresses significant activities since the last meeting and items not previously discussed, such as future meetings of interest to the Council.

9. City Department Report:

City staff updates the Council on current issues or items of Council interest.

10. Consent Agenda:

Consent Agenda items are considered to be routine, non-controversial, or are items which have previously been studied and reviewed so as to not require additional discussion or debate. Such items may be approved by a single motion. Items on the Consent Agenda may include but are not limited to, minutes, resolutions and ordinances discussed at a previous City Council or Committee meeting, and previously authorized agreements. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action.

11. Public Hearing:

Citizens may comment on public hearing items. The Presiding Officer may limit the amount of time permitted each speaker until all persons have had an opportunity to speak. Further testimony from those who have spoken

may be allowed at the discretion of the Presiding Officer. The public hearing will be continued to another date to take additional testimony when the existing available time is not sufficient or as determined by the Council.

At the Public Hearing, staff's presentation is to give background and frame the issues for the Council and audience.

During public comment or public testimony, Council shall refrain from interactive exchanges with the audience. Council requests for clarification from audience should occur prior to the closure of the public portion of the hearing. Staff may be asked clarifying questions by Council during Council deliberations.

12. Action Items:

a. Proclamations:

A Proclamation is defined as an official announcement made by either the City Council or the Mayor.

b. Introduction and First Reading of Ordinances:

Discussion and debate by the City Council will be held at this time. Councilmembers shall decide whether to amend the ordinance, direct staff to further review the ordinance, or approve placing the ordinance on the Consent Agenda or as a separate agenda topic for second or third reading at an upcoming Regular Council meeting for enactment as an enforceable City law. The number of ordinance readings shall be considered item by item.

c. Resolutions:

A resolution is adoption of a City policy, practice or decision.

d. Other:

Any contract, agreement, or other form of business that requires formal action that is necessary to conduct City business.

e. Such other and additional items as required by law or by Council direction.

13. Citizen Comments:

Members of the audience may comment on items relating to any matter not on the meeting agenda under Citizen Comments. Unless this rule is waived by motion of the Council, each speaker will be limited to three minutes to make their comments.

Council may, at its discretion, allow citizen comment on individual agenda items at times during any regularly scheduled City Council meeting after the item is introduced for Council but prior to Council discussion. The Presiding

Officer will limit the amount of time permitted for each speaker to three minutes, until all persons have had an opportunity to speak. These agenda items include, but are not limited to, ordinances, resolutions and Council Business issues. Public testimony will be taken during Council's consideration of quasi-judicial matters.

~~13-14.~~ Executive Session:

Executive session subjects are limited to considering such matters as are authorized under the Open Meetings Act or such other laws that authorize executive sessions. Executive session is a Council meeting that is closed except to the Council and authorized staff members and/or consultants. The public is restricted from attendance. Executive Sessions may be held during Regularly scheduled meetings or Special Council meetings and will be announced by the Mayor.

Before convening an Executive Session, the Mayor shall announce the purpose of the executive session and the anticipated time when the session will be concluded and if any action shall be taken. Should the session require more time, a public announcement shall be made that the Executive Session is being extended.

15. Study Session:

Discussion items are generally items of significance that may require future action by Council.

16. Adjournment:

With no further business to come before the Council, the Presiding Officer adjourns the meeting by requesting a motion for adjournment.

17. Transportation Benefit District:

Agenda Items regarding the Transportation Benefit District will be clearly set out and identified as such under the section of the Agenda where they best fit.

SECTION 3. AGENDA PREPARATION

3.1 The City Clerk will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Administrator.

3.2 An item may be placed on a Council meeting agenda by any of the following methods:

1. By a Councilmember if the item does not require staff preparation;
2. By any two (2) Councilmembers;

3. By the City Administrator;
4. By a Council Committee;
5. By the Mayor.

- 3.3 An item may be placed on a regular Council meeting agenda after the agenda is closed if approved by the Mayor or City Administrator.
- 3.4 The City Clerk will endeavor to schedule sufficient time between public hearings and other scheduled items, so the public is not kept unreasonably waiting, and so the Council will have sufficient time to hear public comment or testimony and to deliberate matters among themselves.
- 3.5 Legally required and advertised public hearings will generally have a higher priority over other time-scheduled agenda items which have been scheduled for convenience rather than for statutory or other legal reasons.
- 3.6 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.
- 3.7 Agendas will be finalized by the Friday prior to the Council meeting. Agenda packets will be available electronically to Council by 5:00 p.m. on the Friday prior to the Council meeting, and available electronically to the public on the City's web page by 5:00 p.m. on the Friday prior to the Council meeting, unless posted otherwise. If late information becomes available after the packet is posted on the City's web page on the Friday prior to the meeting, or if information arrives from other sources, then a recess or delay may be considered by the Council.
- 3.8 All agenda item packet reports will be in the format provided by the City Clerk's Office.
- 3.9 The Council may use "Staff Recommendation Statement" language from staff reports or agenda item descriptions for making a motion.
- 3.10 Council agenda and packet material will be available to the public during regular meetings.

SECTION 4. COUNCIL DISCUSSION

- 4.1 All Council discussion shall be guided by **ROBERTS RULES OF ORDER, NEWLY REVISED**.

SECTION 5. COMMENTS, CONCERNS & TESTIMONY TO COUNCIL

- 5.1 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium or raise their hand virtually, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks will be addressed to the Council as a whole. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or

personally abusive while addressing the Council, may be requested to leave the meeting.

- 5.2 The Presiding Officer has the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce the Rules of the Council. The Presiding Officer may command assistance of any peace officer of the City to enforce all lawful orders of the Presiding Officer to restore order at any meeting.
- 5.3 Citizens with complaints, concerns or questions, may be referred to separately bring the matter to the Mayor or relevant City staff, or ask that the matter be placed on a future City Council meeting, with the appropriate background information.

SECTION 6. MOTIONS AND VOTING

- 6.1 When making motions, Councilmembers will be encouraged to be clear and concise and to not include arguments for the motion within the motion.
- 6.2 After a motion has been made and seconded, the Council may deliberate and discuss their opinions on the issue prior to the vote. No further citizen comments may be heard when there is a motion and a second on the floor.
- 6.3 When the Council concurs or agrees to an item that does not require a formal motion, the Presiding Officer will summarize the agreement at the conclusion of the discussion and normally, a minute entry will be made.
- 6.4 A motion may be withdrawn by the maker of the motion, at any time, up until the question is called to vote without the consent of the Council.
- 6.5 A motion to table is undebatable and shall preclude all amendments or debates of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future Regular or Special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting.
- 6.6 A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special City Council meeting.
- 6.7 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- 6.8 A motion to call for the question shall close debate on the main motion and is undebatable. This motion must receive a second and fails without a two-thirds' (2/3) vote; debate is reopened if the motion fails.
- 6.9 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.

Motions that cannot be amended include motion to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.

Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).

- 6.10 Discussion of the motion only occurs after the motion has been moved and seconded.
- 6.11 If a motion does not receive a second, it dies. Motions that do not need a second include nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.
- 6.12 The Presiding Officer should acknowledge the motion and second prior to voting.
- 6.13 The City Clerk will repeat the motion and/or take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law.
- 6.14 Unless otherwise required by law, the passage or defeat of a motion shall be decided by a majority of those present and voting. Abstentions shall not be included in the vote tally, even if those voting in favor of the motion are less than a majority of the full City Council.

A motion that receives a tie vote is deemed to have failed, except pursuant to RCW 35A.12.100 Duties and authority of the mayor--Veto--Tie-breaking vote, the Mayor "shall have a vote only in the case of a tie in the votes of the councilmen with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money."

At the conclusion of any vote, the Presiding Officer will inform Council of the results of the vote.

- 6.15 When a question has been decided, any Councilmember who voted in the majority may move for a reconsideration and such motion must also be seconded by a member who voted in the majority. No motion for reconsideration of a vote shall be made after the meeting has adjourned but may be made at a subsequent meeting of the Council
- 6.16 The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these rules shall be guided by Robert's Rules of Order, Newly Revised.

In the event of a conflict, these Council Rules shall prevail.

SECTION 7. ORDINANCES

- 7.1 All ordinances shall be prepared or reviewed by the City Attorney. No Council initiated ordinance shall be prepared for presentation to the Council, unless two Councilmembers support the ordinance and staff has been consulted.

- 7.2 The City Clerk shall assign a permanent ordinance number at the time the ordinance is initiated.
- 7.3 The Presiding Officer shall read the title of the ordinance or the Ordinance number prior to voting unless the ordinance is on the Consent Agenda.
- 7.4 Prior to placement of an ordinance on the agenda, the City Attorney shall approve the ordinance as to form. After the City Attorney's signature, and passage of the Ordinance the City Clerk or designee shall obtain the signature of the Mayor. After the Mayor's signature, the City Clerk or designee shall sign the ordinance.
- 7.5 Ordinances, or ordinance summaries, shall be published in the official newspaper, as a legal publication, immediately following enactment.
- 7.6 Ordinances become effective five (5) days after the date of publication of the ordinance unless otherwise specified.

SECTION 8. MAYOR, COUNCIL PRESIDENT, AND COUNCIL VICE-PRESIDENT

- 8.1 The Presiding Officer at all regular and special meetings of the Council shall be the Mayor and all workshop sessions shall be the Council President.

At regular and special meetings in the absence of the Mayor, the Council President will act as Presiding Officer or in his/her absence the Council Vice-President. If the Mayor, Council President, and Vice-President are absent, the Council present shall elect one of its members to serve as Presiding Officer until the return of the Mayor, Council President or Council Vice-President.

At workshop sessions in the absence of the Council President, the Council Vice-President will act as the Presiding Officer or in his/her absence the Mayor. If the Council President, Vice-President, and Mayor are absent, the Council present shall elect one of its members to serve as Presiding Officer until the return of the Council President, Council Vice-President, or Mayor.

- 8.2 The Presiding Officer shall:
1. Preserve order and decorum in the Council chambers;
 2. Observe and enforce all rules adopted by the Council;
 3. Decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember in which case the Presiding Officer will defer to the City Attorney; and
 4. Recognize Councilmembers in the order in which they request the floor. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
 5. From time to time, the Mayor and/or Council President may appoint Councilmembers to serve on ad hoc committees.

SECTION 9. COUNCIL RELATIONS WITH CITY STAFF

- 9.1 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.
- 9.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.
- 9.3 All written informational material requested by individual Councilmembers shall be submitted by City staff, after approval of the Mayor or City Administrator, to all Councilmembers with a notation indicating which Councilmember requested the information.
- 9.4 A Councilmember shall not attempt to influence City staff in the selection, evaluation or discipline of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
- 9.5 A Councilmember shall not attempt to change the operating rules and practices of any City department.
- 9.6 Mail that is addressed to the Mayor and Councilmembers shall be copied and circulated by the City Clerk, as soon as practicable after it arrives.
- 9.7 The City Clerk shall not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.
- 9.8 No Councilmember shall direct the City Administrator to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.
- 9.9 Individual requests for information can be made directly to the Department Director. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor or City Administrator and may be referred to the Council.

SECTION 10. COUNCIL MEETING STAFFING

- 10.1 The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Administrator has an excused absence, the designated Acting City Administrator shall attend the meeting.
- 10.2 The City Attorney shall attend all meetings of the Council unless excused by the Mayor, and shall, upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.
- 10.3 The City Clerk, or designee, shall attend Regular and Special meetings of the Council, keep the official journal (minutes), and perform such other duties, unless excused by the Mayor, as may be needed for the orderly conduct of the meeting.

SECTION 11. COUNCILMEMBER ATTENDANCE AT MEETINGS

- 11.1 Councilmembers will inform the Mayor, the Council President, the City Administrator or City Clerk if they are unable to attend any Council meeting, or if they knowingly will be late to any meeting. The minutes will show the Councilmember as having an excused absence if approved by the Council.

SECTION 12. PUBLIC HEARINGS

- 12.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings be made.
- 12.2 Legislative (ordinance or miscellaneous) hearings do not require a decision be made even though information is presented.
- 12.3 Councilmembers shall comply with all applicable laws related to the conflict-of-interest requirements in the Appearance of Fairness Doctrine.

SECTION 13. MEDIA REPRESENTATION AT COUNCIL MEETINGS

- 13.1 All public meetings of the City Council and its boards/commissions shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting. Seating space shall be provided for the media at each public meeting.

SECTION 14. COUNCIL REPRESENTATION

- 14.1 If a Councilmember appears on behalf of the City before another governmental agency, such as the County Council or State Legislature, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember needs to state existing City policy and the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position. If a Councilmember wishes to clarify the Council's position on a policy issue, they should do so by requesting a Council resolution be prepared and voted on by the Council.

Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another governmental agency or community organization.

SECTION 15. CONFIDENTIALITY

- 15.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions or which are otherwise subject to the attorney-client privilege, to ensure that the City's position is not compromised. Any Councilmember having any contact or discussion needs to make full disclosure to the Mayor, City Administrator and/or the City Council in a timely manner.

SECTION 16. PUBLIC RECORDS

- 16.1 Public records created or received by the Mayor or any Councilmember should be transferred to the City Clerk's office for retention by the City in accordance with the Public Records Law. Public records that are duplicates of those received by, or in the possession of the City, are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained should be referred to the City Clerk.

SECTION 17. MAYOR/COUNCIL PRESIDENT/VICE-PRESIDENT SELECTION PROCESS

- 17.1 Mayor. The Mayor is elected per RCW Title 35A and other applicable election laws.

- 17.2 Council President. At the first regular meeting in January of each year, the members of the City Council shall elect, from their number, a Council President.

Process:

1. The Mayor calls for nominations for Council President.
 2. When there are no further nominations, the Mayor announces that nominations are closed.
 3. The nominees are then voted on in the order the nominations were made. The vote will be taken by roll call.
 4. The process continues until a nominee receives a majority of the votes. This method requires that a Councilmember wishing to vote for a candidate appearing later in the list of nominees withhold their vote from early nominees in order to reserve their vote for their favored nominee.
 5. The first nominee receiving a majority vote is declared the new Council President. If there is a tie vote, the Mayor may choose whether or not to break the tie. If the Council fails to select an appointee from the nominees presented, the Council may:
 - a. Make a motion to revote on the nominees.
 - b. Make a motion to reopen the nominations and add to the initial slate. Once nominated, no candidate is removed from consideration unless they withdraw.
 - c. Make a motion to postpone the vote on nominees.
 - d. Solicit additional information from the nominees.
 - e. Make any other allowable motion under Robert's Rules of Order.
- 17.3 Council Vice-President. At the first regular meeting in January of each year, the members of the City Council shall elect, from their number, a Vice-President. The above procedure is then repeated for electing the Council Vice-President.

SECTION 18. CITY BOARDS/COMMISSIONS

- 18.1 Lake Stevens' boards and commissions provide an invaluable service to the City. Their advice on a wide variety of subjects aids the Mayor and Councilmembers in the decision-making process. Effective citizen participation is an invaluable tool for local government.
- 18.2 These boards/commissions are generally established by ordinance.
- 18.3 Councilmembers will be assigned as board/commission liaisons in January of each year or as needed. Staff shall provide liaisons with agenda and support material for

such meetings. The liaison's role will be as an observer and not an active participant on the board or commission. The liaison may provide updates on City activities, and the liaison may report to Council on actions and activities by their assigned board or commission.

18.4 Appointments and reappointments of board/commission members, when vacancies and term expirations occur, shall be as follows:

1. Vacancies to the City's boards and commissions will be advertised in the City newspaper, on the City's web page, at City Hall and such other locations as are deemed appropriate. Councilmembers will be provided with copies of applications of all qualified applicants received for boards/commissions vacancies.
2. All qualified applicants for a board or commission will be interviewed by a panel consisting of the Mayor, the Department Head and/or staff liaison, the Council liaison or designee to that board or commission, up to two additional councilmembers selected to participate in the interview process for boards and commissions at the beginning of each year, and the Chairperson or designee of the board or commission the applicant applied for.
3. Following the interviews, the interview panel makes a recommendation and the Mayor nominates a candidate for appointment to the vacant position.
4. The nominated candidate will be notified and requested to complete a criminal background check. All criminal background checks will be conducted by The Human Resources Department.
5. Following successful completion of the criminal background check the Mayor reviews nominee recommendation with Council at a regular Council meeting or at a workshop session. The recommendation should include the number of applicants interviewed, qualifications, and reason for the selection.
6. Mayor appoints board/commission member with Council approval at the regular Council meeting or next regular meeting if recommendation is made at a workshop session.
7. The newly appointed board/commission member will be invited to a subsequent Council meeting to be sworn in. In the case where multiple appointments are made in one Council meeting, all appointees will be sworn in as a group.
8. If the City Council does not confirm or reject the Mayor's nomination for appointment within thirty (30) days of submittal, the Mayor may proceed with the appointment.

SECTION 19. COUNCIL SUBCOMMITTEES

19.1 Council subcommittees are policy review and discussion arms of the Council. Subcommittees may study issues and develop recommendations for consideration by the Council. Subcommittees may not take binding action on behalf of the City.

Subcommittees generally involve three or fewer councilmembers and therefore are not subject to the Open Public Meetings act.

Subcommittees will be established on an as-needed basis by motion or other action of the City Council

At its first meeting each year, each subcommittee should select from its members a chairperson who will oversee the meeting and report on the activities of the subcommittee to the Council at regular City Council meetings during Council Business.

- 19.2 Each subcommittee will have staff support as needed and assigned by the City Administrator. Staff will work with the subcommittee chairs to set agendas, provide support materials (including any sensitive communications by staff), and prepare reports as needed. The City Clerk or designee will attend subcommittee meetings and may prepare minutes. Subcommittee meetings will not be electronically recorded.
- 19.3 Even though the Open Meetings Act does not generally apply, subcommittee meetings are open to the public for observation only; no citizen comments or participation will be allowed. Notice of the meeting, including the topic and any other details that are available, will be advertised on the City's website calendar.
- 19.4 The Mayor or City Administrator may send issues directly to subcommittees for their review in lieu of being referred to committee by the entire Council.
- 19.5 Subcommittee appointments shall be made by the Council President or in his/her absence by the Council Vice-President. The Council President will take into account the interests, availability to serve and requests of individual Councilmembers in making subcommittee assignments.
- 19.6 Membership of each subcommittee will consist of a maximum of three (3) Councilmembers unless otherwise approved by Council.
- 19.7 The Mayor and/ or City Administrator shall be an "ex officio" member of each subcommittee.

SECTION 20. AD HOC CITIZEN ADVISORY BOARDS

20.1 PURPOSE

To effectively use valuable resources provided by the citizenry at large to deal with issues on which more citizen input is judged to be needed. Each Board shall be given a clearly defined goal and adequate information to help them understand their role in the governmental structure. Unless determined otherwise by action of the City Council the authority of such Boards will be limited to providing informal input and recommendations to the City Council.

20.2 APPOINTMENT PROCEDURES

The boards will consist of no more than five citizen members (selected by the Mayor and confirmed by the City Council), the Mayor or designee, a staff person, and Councilmember if desired.

20.3 STAFF SUPPORT

Each Ad Hoc Advisory Committee will have staff support as needed and assigned by the City Administrator. Staff will work with the committee to provide support materials and prepare reports.

SECTION 21. FILLING CITY COUNCIL VACANCIES

21.1 PURPOSE

To provide guidance to the City Council when a Lake Stevens Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only until the next regular municipal election, wherein the person elected will serve the remainder of the unexpired term.

21.2 REFERENCES

RCW 42.30.110(h) - Executive Session Allowed to Consider Qualifications of a Candidate for Appointment to Elective Office

RCW 42.30.060 - Prohibition on Secret Ballots

RCW 42.12 - Vacant Position

RCW 35A.12.050 - Vacancies - Filling of Vacancies in Council/Mayor Form of Government

21.3 APPOINTMENT PROCESS

1. A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember. The Councilmember who is vacating his or her position cannot participate in the appointment process.
2. The City Council shall direct staff to begin the Councilmember appointment process and establish a notice, application, interview and appointment schedule, so that the position is filled at the earliest opportunity.
3. The City Clerk's Office shall prepare and submit to the City's Official Newspaper, with courtesy copies to all other local media outlets, a Notice of City Council Vacancy, which announces the vacancy consistent with the requirements necessary to hold public office. The City's web page and other social media may also be used to announce the Council vacancy.
4. The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at Lake Stevens City Hall, on the City web site,

and such other locations that the City Council deems appropriate. Copies of the advertisement will be provided to current members of City of Lake Stevens' boards and commissions.

5. Applications received by the deadline date and time will be copied and circulated, by the City Clerk's Office to the Mayor and City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.
6. The City Clerk's Office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special session City Council meeting.
7. The City Clerk's Office shall notify applicants of the location, date and time of City Council interviews.
8. Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember.
9. Prior to the date and time of the interview the City Clerk or designee will make inquiry of each applicant to determine eligibility to hold office and to fill the Council vacancy in the City.

21.4 INTERVIEW MEETING

Depending on the number of applicants to be interviewed, each interview of an applicant/candidate shall be approximately 15 minutes in length as follows:

1. The City Council shall ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions.
2. An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions.
3. The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.
4. The Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

21.5 VOTING

Upon completion of the interviews, Councilmembers may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, nominations and votes taken by the Council shall be in open public session.

1. The Mayor shall ask for nominations from the Councilmembers.

2. In the case of one vacancy to be filled, balloting will continue until a nominee receives a majority of four (4) votes.
3. At any time during the balloting process, the City Council may postpone balloting until a date certain or regular meeting if a majority vote has not been received.
4. Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.
5. The Mayor shall declare the nominee receiving the majority vote as the new Councilmember. The new Councilmember shall be sworn into office by any person authorized under state law to administer oaths, at the earliest opportunity or no later than the next regularly scheduled City Council meeting.
6. In the case of a tie vote, the Mayor may cast a vote.
7. If the City Council does not fill the vacancy within 90 days of the declared vacancy, the Revised Code of Washington delegates appointment powers to Snohomish County.

SECTION 22. MISCELLANEOUS

- 22.1 When Councilmembers register to attend an official conference requiring voting delegates, such as the Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting, by a majority vote; when possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

SECTION 23. SUSPENSION AND AMENDMENT OF RULES

- 23.1 Any provision of these rules not governed by state law or ordinance, may be temporarily suspended or waived by a two-thirds (2/3) majority vote of the Council.
- 23.2 These rules may be amended, or new rules adopted, by a majority vote of the Council.
- 23.3 While not required, these Rules should be reviewed approximately every 2 years for the purpose of keeping up to date with legal requirements and for purposes of confirming that actual practices conform with these rules.

CITY DEPARTMENT REPORT



Agenda Date: 2/17/2026

Contact Person/Department: Sarah Garceau, Parks Department

The Parks and Recreation Department has published our 2025 Year End Report.

SUCCESSSES

- Acquired 0.44 acres which expanded Eagle Ridge Park.
- Updated the City's Alcohol at Events policy.
- Developed new procedures for boat pass sales.
- Transitioned all files from physical servers to SharePoint.
- Created new logos and branding for City events.
- Increased vendor awareness and presence at City events.
- Nominated and awarded by City staff, the Inter-Department Collaboration award.

COMPLETED PROJECTS

- Replaced War Memorial medallions at North Cove Park.
- Cavalero Hill Park transferred from Snohomish County to the City.
- North Cove Park bollards were replaced and installed.
- Painted midline on the trail corners for safety at West Lake Park.
- Gaga Ball pit moved from Eagle Ridge Park to Frontier Heights Park.
- The Jungle Dome moved from Frontier Heights Park to Timberlake.
- Made an ADA landing pad and opened the Off Leash Dog Area at West Lake Park.
- Reestablished ¼ mile part of the Catherine Drive trail system.
- Repaired Lake Pointe fencing broken by falling trees.
- Removed aged picnic tables and installed benches painted by Lake Stevens High School students at Catherine Creek Park.
- Removed and replaced 9 girdled trees at Oak Hill Park.
- Replaced weather-damaged Davies Beach Park fencing.
- Completed the North Cove Park art tower pathway.
- Installed auto locking handles at the North Cove boat launch restrooms.
- Playground communication boards installed at Lundeen, North Cove, and Frontier Heights Parks.
- 12 new trees planted at Davies Beach Park.
- Established the swim area at Sunset Beach Park.
- Striped parking lots and repainted curbs, fire lanes and loading zones at North Cove, Lundeen, and Davies Beach Parks.
- Large, fallen trees removed at Catherine Creek.
- Installed an ADA path to the swing at Oak Hill playground.



Capital Project	2025 Progress
North Cove Non-Motorized Dock	Completed Project.
West Lake Park	Ribbon Cutting for Bayview Trail and Opened Dog Park.
Frontier Heights - Phase II	Permitting Completed. Construction Started.
Bayview - Phase I	Design and Engineering Started.
Cedarwood	Consultant Negotiations.
North Cove Motorized Dock	Consultant Negotiations.
Davies Beach Pier Resurfacing	Structural Engineering.
PROS Plan	Public Surveys and Draft PROS Plan Created.

Annual Boat Launch Passes Revenue



2025

\$15,030
213 Passes Sold;
63 Residential Passes,
150 Full Price



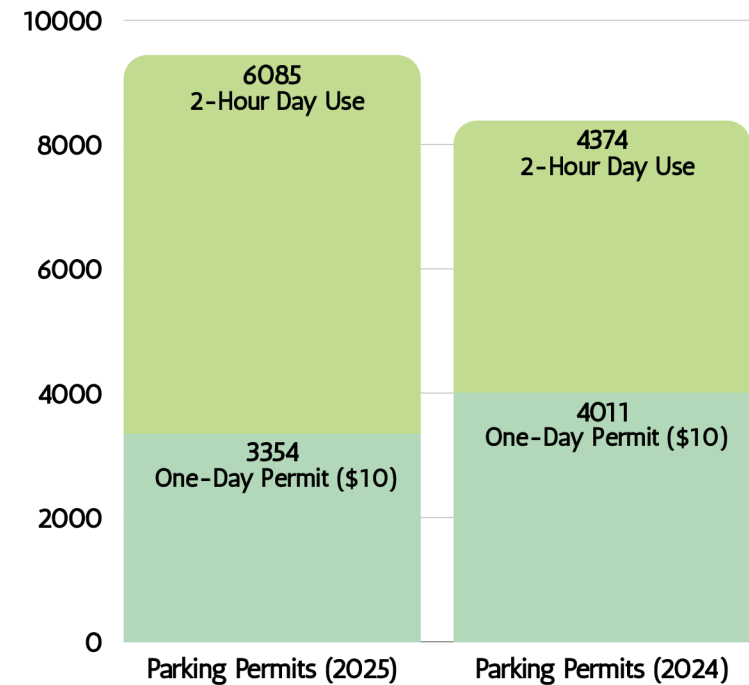
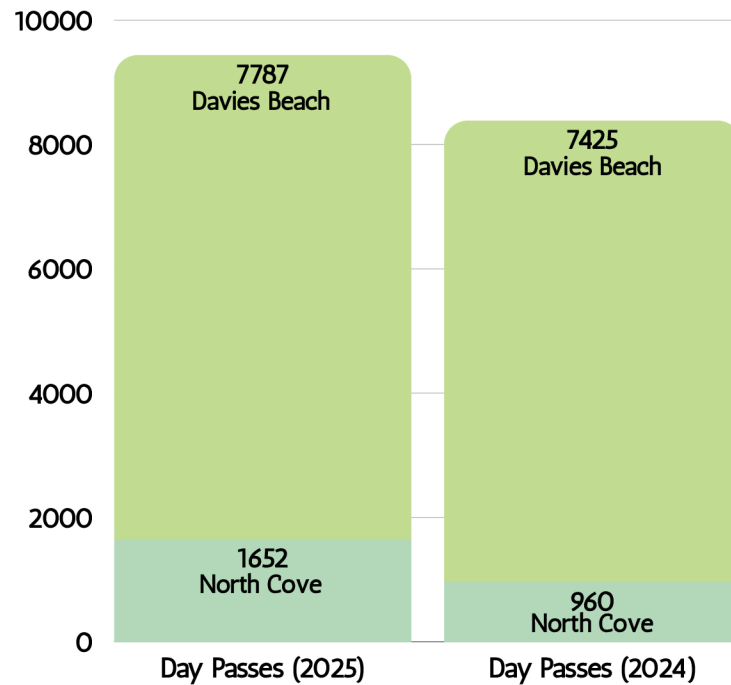
2024

\$13,200
179 Passes Sold

Boat Launch Details

2025 Boat Launch Parking Revenue - \$63,498.00
2024 Boat Launch Parking Revenue - \$62,192.75

Daily Boat Parking Passes Sold
2025 - 9,439 sold 2024 - 8,385 sold



22
Locations
Available



128.53
Acres
Managed
2024: 93



2,522,259 gallons
North Cove
Irrigation Water Usage
increased by 29.8%
from 2024



977
DOC Offender
Hours Used
2024: 1,549



42
Event Permits
(Internal and External)
2024: 31



\$433,667
Purchases From
122 Unique
Farmers Market Vendors



14
Farmers Market
Events
2024: 14

Annual Walkthrough Items

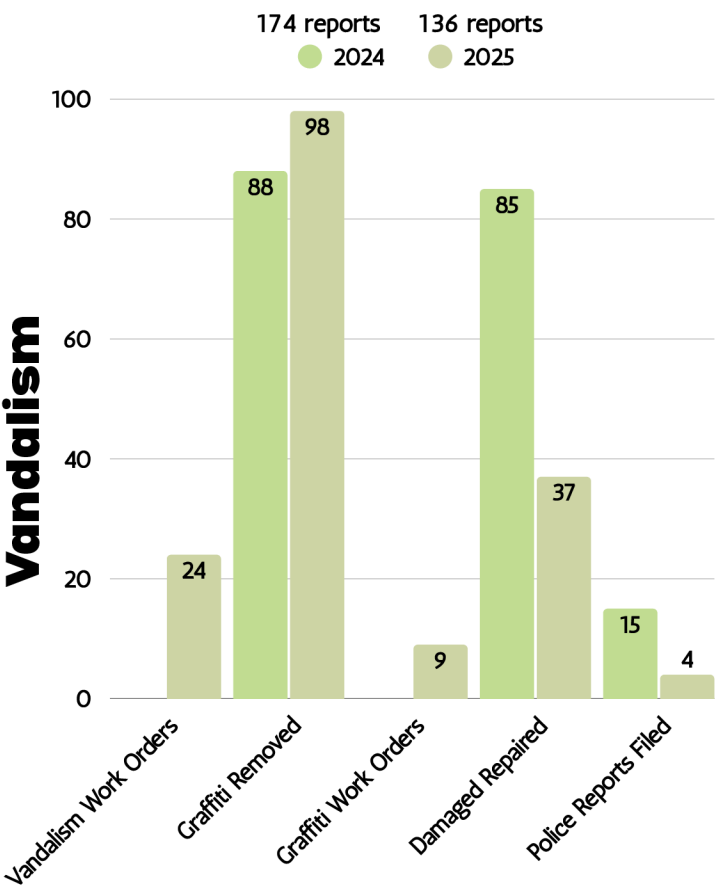
Annual Walkthrough Items Carried Over from 2024	399
Annual Walkthrough Items Added Spring 2025	137
Total Walkthrough Items as of Spring 2025	536
Completed Total	374
Completed Total Percentage	69.80%

Service Requests Closed	126
Work Orders Closed	437

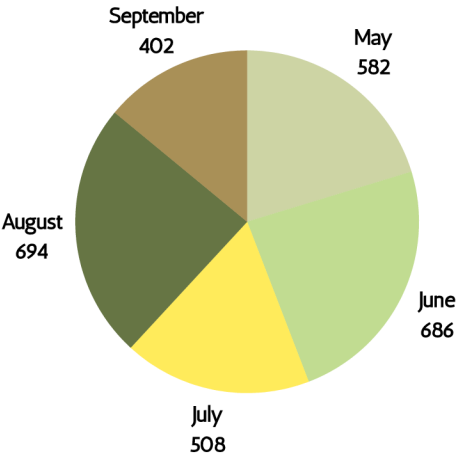


1,302 Volunteer Hours
Through 18 Opportunities
(includes 1,068
Park Cleanup Volunteer Hours)

2024: 1,420 Volunteer Hours
Through 11 Opportunities
(includes 1,111.75
Park Cleanup Volunteer Hours)



2,872 Seasonal Staff Hours



Sponsorship Revenues



\$9,600 total revenue

\$300
Recreation Donations

\$300
In-Kind Sponsorship for Events

\$9,000
Cash Donations for Events



314
People Served Through
93 Classes
2024: 148, 73 classes



\$5,831
Total
Class
Revenue



158
Lake
Maintenance
Hours



116
Field Staff Irrigation
Repair Hours



180
Field Staff
Hours Fixing
ADA Concerns



384
Acres
Mowed



294
Mowing/Edging
Hours



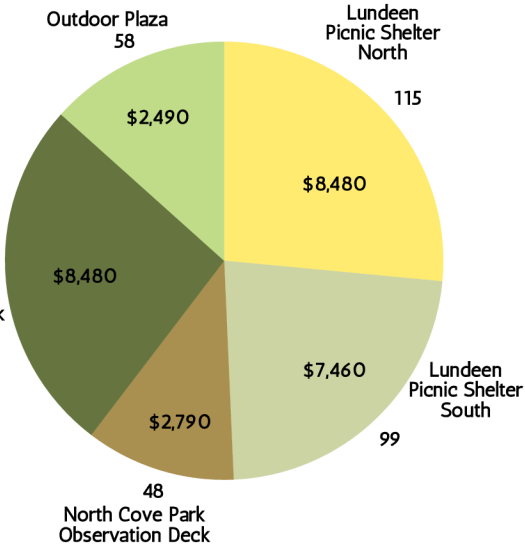
60
Painting
Hours



\$29,700
Shelter Rentals
Revenue
2024: \$28,215



434
Shelter
Rentals
2024: 393

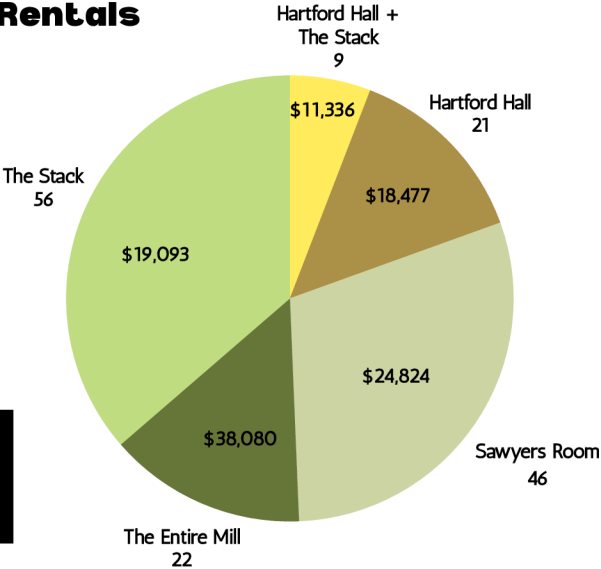


Shelter Rentals

The Mill Rentals



154
Mill
Rentals
2024: 159



Cost Recovery: Parks and Recreation Department

Cost recovery 5.99%

Expenses		Revenues	
Staff Costs	\$1,725,009.71	Recreation & Events	\$29,824.18
Operational	\$244,117.66	Boat Parking & Annual Passes	\$78,937.35
Services	\$678,093.15	Rentals	\$30,490.00
Misc		Misc	\$19,350.03
Total	\$2,647,220.52	Total	\$158,601.56

Cost Recovery: The Mill - Public Rentals

Cost recovery 88.60%

EXPENSES		STAFF COSTS		REVENUE	
Communications	\$737.75	FMT Allocation	\$53,359.33	Mill Rental Fees	\$95,445.00
Operations	\$7,547.35	Cleaning Contract	\$4,032.00	Deposit Forfeitures & Cleaning / Damage Fees	\$7,119.25
Repair & Maintenance	\$16,236.03	Parks Admin Allocation	\$29,772.70	Modification Fees	\$465.00
Utilities	\$25,622.96	Allocated Staff Costs	\$87,164.03	Cancelled Rentals - Mill Fees Withheld	\$2,210.00
Subtotal	\$50,144.09			Total Revenue	\$105,239.25
Allocation for Public Rentals	63%				
Allocated Expenses	\$31,590.78				

FINANCIAL OVERVIEW	
Total Expenses	\$118,754.80
Total Revenue	\$105,239.25
Mill Rental Profit/Loss	(\$13,515.55)