



City of Lake Stevens Vision Statement

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

CITY COUNCIL REGULAR MEETING AGENDA REMOTE ACCESS ONLY – VIA ZOOM

Tuesday, March 9, 2021 – 6:00 p.m.

**Join Zoom Meeting: <https://us02web.zoom.us/j/81488196431>
Or call in at (253) 215-8782, Meeting ID: 814 8819 6431**

CALL TO ORDER		Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		City Clerk
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		Mayor
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		Mayor
CITY DEPARTMENT REPORT	Update	Gene
JOINT PUBLIC HEARING WITH SNOHOMISH COUNTY COUNCIL AND LAKE STEVENS SEWER DISTRICT	A Southeast Interlocal Annexation (LUA2020-0117)	Russ/David
CONSENT AGENDA	B Vouchers C City Council Special/Retreat Meeting Minutes of January 29-30, 2021 D City Council Meeting Minutes of February 16, 2021 E City Council Meeting Minutes of February 23, 2021 F Interlocal Agreement with Snohomish County for Jail Services	Barb Kelly Kelly Kelly Kelly Chief

Lake Stevens City Council Regular Meeting Agenda

March 9, 2021

	G	Extension of the Interlocal Agreement with Snohomish County for Emergency Management Services	Jeff
	H	Appoint Three Park Board Members	Jill
	I	Possession and use Agreement with Siegel (79th Ave SE Project)	Grace
	J	Possession and use Agreement with Tozer (79th Ave SE Project)	Grace
	K	United States Marshals Service Fugitive Task Force Memorandum of Understanding	Jeff
EXECUTIVE SESSION (Confidential Session)	L	Property Acquisition per RCW 42.30.110 (1) (c) and Collective Bargaining	
		Action may immediately follow the Executive Session.	

ADJOURN

THE PUBLIC IS INVITED TO ATTEND

Special Needs

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

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



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 9, 2021

Subject: Public Hearing for Southeast Interlocal Annexation (LUA2020-0117)

Contact Person/Department:	David Levitan, Senior Planner	Budget Impact:	None
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Hold a public hearing on the Southeast Interlocal Annexation and consider public comment on the proposed annexation.
2. Adopt Ordinance No. 1112 authorizing the mayor to sign an interlocal agreement between the city, Snohomish County, and the Lake Stevens Sewer District annexing properties and right-of-way within the Southeast Interlocal Annexation area, with an effective date of May 28, 2021.

SUMMARY/BACKGROUND: On July 14, 2020, the City Council approved [Resolution 2020-017](#), which authorized city staff to begin negotiations with Snohomish County on an interlocal agreement (ILA) to annex approximately 500 acres of land in the southeast portion of the city's UGA as well as the 1,000-acre lake. The interlocal annexation process being utilized was created by Engrossed Substitute [Senate Bill 5522](#) and codified in [RCW 35A.14.296](#), and became effective in June 2020.

SB 5522 requires that water districts, sewer districts, and fire districts be offered the opportunity to join as a party to the ILA. The Lake Stevens Sewer District opted to join as a party to the ILA and will be expanding its service boundaries through a separate annexation process so that its service area matches the city's boundaries. Snohomish PUD opted not to join as a party to the agreement, and while Snohomish Regional Fire and Rescue (formerly Lake Stevens Fire District) initially opted to join the ILA, it later decided that the annexation would have no impact on its services and opted out of the agreement.

City staff has worked with county and sewer district staff for several months to develop the ILA, and the three parties finalized the proposed language in early February 2021. The ILA is included as Exhibit A to Attachment 1 (Ordinance 1112) and includes:

- proposed amendments to the existing Master Annexation ILA (MAILA) between the city and county, effective October 26, 2005 and recorded under Auditor's File #200511100706;
- a map and legal description of the proposed annexation area;
- a map of the sewer district's proposed expansion of its service area to match city boundaries;
- a copy of the Snohomish County Tomorrow annexation principles; and
- a list of known county-owned drainage facilities that would be transferred to the city.

Consistent with the requirements of RCW 35A.14.296, the ILA includes language that:

- ensures that for a period of five years after the effective date of the annexation, any parcel zoned for residential development within the annexed area shall (1) Maintain a zoning designation that provides for residential development and (2) Not have its minimum gross residential density reduced below the density allowed for by the zoning designation for that parcel prior to annexation.
- identifies the boundaries and effective date of the annexation; and
- identifies the date of the public hearing for each party to consider the annexation.

RCW 35A.14.296 includes a number of requirements to ensure that there is adequate public notice and information made available to annexation area residents and property owners. These include a mandatory public meeting to discuss and answer questions about the annexation, which the city held on September 21, 2020. Notice of the meeting was mailed to all property owners in the annexation area and posted on the city website, [project website](#) and city Facebook page. Approximately 50 people attended the Zoom meeting, not including staff members and elected officials. Staff provided a brief [Powerpoint presentation](#), which was followed by a question and answer session that is summarized in this [Q&A document](#). Staff also spoke to or emailed approximately 25 area residents in the period up to and following the September 21 meeting.

While not required by code or state law, the city held a second public meeting on December 9, 2020 to provide an update on the process and answer additional questions from the public. After a brief presentation, staff spent approximately 90 minutes answering questions from residents. A recording of the meeting can be [viewed here](#), and staff has updated the above Question and Answer document to incorporate questions from the December 9 meeting. In response to requests from the public, staff also posted a copy of the [Annexation Financial Analysis](#) to the project website.

A few of the most common concerns expressed by area residents at the public meetings include:

- The financial impacts from the city's utility excise taxes: The city charges a 6% utility excise tax on water, electricity, natural gas, garbage and telephone service, while the county does not. Utility excise taxes are used for things such as road maintenance, sidewalk construction, and parks development, and would be about \$18/month for a household with \$300 in applicable utilities. The city's total property tax levy rate is about 7 cents less per thousand dollars of assessed value, or about \$28 per year for a home with an assessed value of \$400K.
- The potential for increased development, density, and traffic: The majority of the annexation area were predesignated with the city's R6 zoning district via [Ordinance 1074](#) and amended by [Ordinance 1106](#), which has a minimum lot size of 6,000 square feet. Properties along the waterfront have received a predesignation of Waterfront Residential, which has a minimum lot size of 9,600 square feet (matching the current county zoning of R-9600). The areas that receive the city's R6 zoning district would result in slightly higher densities than the existing county zoning (R-7200, which has a minimum lot size of 7,200 sf). However, the R6 zoning district is the most similar zone that provides at least the same level of development potential as the county's R-7200 zoning designation. In response to concerns about the level of development permitted in the recent Rhodora Heights annexation area, staff has noted that the densities permitted in the current annexation proposal are about 50% below those permitted in the city's R8-12 zone, which was assigned to the Rhodora area as part of that petition-driven annexation.
- The lack of in-person meetings to discuss an annexation process that does not require a public vote: Several area residents have asked why the city is pursuing the interlocal method of annexation during the current pandemic, and expressed concerns that many residents may not have the technological expertise or equipment to participate in the Zoom virtual meetings. While the city is not currently holding in-person public meetings, city staff has gone beyond state requirements holding by two public meetings to discuss the proposal, maintained a website with frequently asked questions and meeting summaries. Individually staff has reached out to over two dozen individuals to answer their questions and address their concerns. Notices of both public meetings as well as this public hearing have been mailed to all property owners in the annexation area, and staff will continue to be available to answer individual questions. State law permits annexations through a variety of different processes, including interlocal agreements, property owner petitions, and public votes. The city believes that the proposed interlocal method is the most efficient method to annex a largely built-out portion of its UGA, and to meet its obligation under the Growth Management Act to annex area within its UGA.

PUBLIC HEARING: RCW 35A.14.296 requires that the city and county hold a public hearing, either individually or jointly, to consider the proposed annexation. The city and county have opted to hold a joint public hearing of the Lake Stevens City Council and Snohomish County Council and have also invited the Lake Stevens Sewer District Board of Commissioners to participate in the joint hearing. As required by state law, the notice of public hearing and of the availability of the ILA was published for four consecutive weeks in a newspaper of general circulation (the Everett Herald) starting on February 12, 2021 and ending on March 5, 2021. Copies of the ILA and the draft ordinances to be considered by each party were also made available on the [city website](#) and [county website](#), and a copy of the district's resolution of support was also posted to [its website](#). A postcard notice of the public hearing and the availability of the ILA was also sent to all property owners in the annexation area on February 12, 2021, and notice was posted on the city's Facebook page.

Following a brief presentation from city and county staff, the March 9 public hearing will include an opportunity for members of the public to provide oral testimony on the proposed annexation. The notice of public hearing also included the option for members of the public to provide written comments in advance of the public hearing. As of March 4, no written comments had been received. Staff did receive several email comments that were submitted in advance of and following the two public meetings in September and December 2020, which are included as Attachment 2.

PROPOSED ACTIONS: Following the public comment period of the March 9 public hearing, the City Council, County Council, and District Board will be asked to deliberate on the proposed annexation. At the conclusion of those deliberations, the following actions are proposed:

- City Council approval of City Ordinance 1112, authorizing the mayor to sign the ILA;
- District Board approval of District Resolution 996, formalizing support of the annexation and authorizing the board president to sign the ILA; and
- County Council approval of County Ordinance 21-005, authorizing the county executive to sign the ILA, including Amendment Sheet 1.

Should the City Council, County Council and Sewer District Board of Commissioners all approve the ILA, city staff will submit the annexation to the Snohomish County Boundary Review Board for their review and final acceptance, with an effective date of annexation of May 28, 2021 after final city action.

Staff believes that the proposed annexation is consistent with the City Annexation Plan adopted by Council via Resolution 2016-21 and is in the best interests of the city as it seeks to create One Community Around the Lake. As such, Council is asked to approve Ordinance 1112 and authorize the mayor to sign the ILA.

BUDGET IMPACT: A detailed financial analysis, including for the assumption of debt, was prepared by the county and city and previously reviewed by the respective councils.

ATTACHMENTS:

- Attachment 1: Ordinance 1112
- Exhibit A: Southeast Interlocal Annexation Interlocal Agreement
- Attachment 2: Email Comments Submitted

**CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 1112**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF LAKE STEVENS, WASHINGTON CONCERNING ANNEXATION BY INTERLOCAL AGREEMENT; APPROVING FINDINGS OF FACT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY, THE CITY OF LAKE STEVENS, AND THE LAKE STEVENS SEWER DISTRICT FOR THE SOUTHEAST INTERLOCAL ANNEXATION; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE; AND FOR FILING OF THE ORDINANCE WITH THE BOARD OF SNOHOMISH COUNTY COMMISSIONERS.

WHEREAS, Section 35A.14.296 of the Revised Code of Washington (RCW) outlines the process for Washington code cities to annex unincorporated areas within their Urban Growth Area (UGA) pursuant to an interlocal agreement (“ILA”); and

WHEREAS, the City of Lake Stevens has adopted an Annexation Plan, under Resolution 2016-021, as a reasonable measure that provides an annexation strategy and which will help address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Lake Stevens UGA; and

WHEREAS, the City Council approved Resolution 2020-017 on July 14, 2020, which declared its intent to initiate negotiations with Snohomish County (“County”) on an ILA to annex areas within its UGA, pursuant to RCW 35A.14.296; and

WHEREAS, the Lake Stevens Sewer District (“District”) provided notice to the City of its intent to join as party to the ILA, as permitted by RCW 35A.14.296(2); and

WHEREAS, the City hosted public meetings on September 21, 2020 and December 9, 2020 to discuss the proposed annexation and to respond to questions from area residents and has posted information on the city’s website as it relates to the proposed annexation; and

WHEREAS, the City, County and District (“Parties”) have drafted an ILA (Exhibit A) that identifies the boundaries, legal description and effective date of the proposed annexation, and which established March 9, 2021 as the date of the joint public hearing between the Lake Stevens City Council and Snohomish County Council to consider approval of the ILA; and

WHEREAS, the ILA as written meets all other requirements of RCW 35A.14.296; and

WHEREAS, the ILA is consistent with the Interlocal Agreement between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development within the Lake Stevens Urban Growth Area (“Master ILA”), as amended by the ILA, which is recorded under Snohomish County Auditor’s File Number 200511100706 and aims to facilitate the orderly transition of services and responsibilities for capital projects from the County to the City at the time of annexation of unincorporated areas of the County to the City; and

WHEREAS, the ILA applies only to the areas within the Southeast Interlocal Annexation Area identified in Exhibit A; and

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296**

WHEREAS, the City of Lake Stevens City Council has determined that the area will be liable for any of the outstanding indebtedness of the City of Lake Stevens; and

WHEREAS, Ordinances 1073 and 1074 established Comprehensive Plan land use designations and zoning designations for the annexation area, as amended by Ordinances 1105 and 1106; and

WHEREAS, Section 6 of the ILA notes that all parcels in the annexation area with current county zoning that allows for residential development shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density permitted by the county, for a minimum of five years; and

WHEREAS, the Parties published a notice of public hearing and notice of availability of the ILA in the Everett Herald for four consecutive weeks starting on February 12, 2021, and made a copy of the ILA available on the city and county websites; and

WHEREAS, the City Council, County Council, and District Board of Commissioners held a joint public hearing on March 9, 2021, where the public was afforded the opportunity to provide testimony; and

WHEREAS, the City Council has determined that the proposed annexation is consistent with all requirements of RCW 35A.14.296 as well as the city's adopted Annexation Plan and will help meet the city's goal of creating "One Community Around the Lake".

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

Section 1. The City Council authorizes the Mayor to sign an Interlocal Agreement between Snohomish County, the City of Lake Stevens and the Lake Stevens Sewer District, attached hereto as **Exhibit A**, that annexes into the city those areas within the Southeast Interlocal Annexation Area.

Section 2. The effective date of the annexation is May 28, 2021.

Section 3. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Section 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

Section 5. A certified copy of this ordinance shall be filed with the board of county commissioners for Snohomish County as required by RCW 35A.14.296(5).

PASSED by the City Council of the City of Lake Stevens this 9th day of March 2021.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: March 9, 2021

Published:

Effective Date:

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS, SNOHOMISH COUNTY,
AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296**

1. PARTIES

This Interlocal Agreement (“Agreement” or “ILA”) is made by and between the City of Lake Stevens (“City”), a Washington municipal corporation; Snohomish County (“County”), a political subdivision of the State of Washington; and the Lake Stevens Sewer District (“District”), a special purpose district of the State of Washington, collectively referred to as the “Parties,” pursuant to Chapter 35A.14 RCW (Annexation by Code Cities), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

2. PURPOSE

- 2.1 **Primary purpose.** The primary purpose of this Agreement is to set forth the terms of the Parties’ agreement to the annexation (“Annexation”) to the City of territory located within the Southeast Interlocal Annexation area, which area is referred to herein as the “Annexation Area,” pursuant to RCW 35A.14.296. The territory included in the Annexation Area, including the entirety of the lake, is depicted in Exhibit A and a legal description is provided in Exhibit B to this Agreement, and incorporated herein by this reference. The Annexation Area is completely within the City’s Urban Growth Area (UGA) designated under RCW 36.70A.110.
- 2.2 Orderly transition of services and capital projects. The City, County, and District recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.
- 2.3 Secondary purpose. The secondary purpose of this Agreement is to identify those areas within the City’s UGA that the District intends to annex pursuant to one of methods authorized under Chapter 57.24 RCW. This area is referred to herein as the “Sewer Expansion Area”. The Sewer Expansion Area is completely within the City’s UGA, as depicted in Exhibit C and consistent with the *City of Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement*, effective May 23, 2005, and recorded under Auditor File # 200604250536), and its subsequent amendments. No specific timeframe has been established for future annexations of the sewer expansion area.

3. GENERAL AGREEMENT REGARDING ANNEXATION

- 3.1 Applicability of Master Annexation ILA. The Parties recognize the existence of a certain *Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development Within the Lake Stevens Urban Growth Area*, effective October 26, 2005, and recorded under Auditor's File #200511100706 ("Master Annexation ILA"), that addresses certain actions related to annexation. The Parties agree and intend that the Master Annexation ILA shall have applicability, force, and effect with respect to the Annexation contemplated herein, except where specifically amended in Section 4 of this Agreement, where specific issues are identified that are not contained in the Master Annexation ILA.
- 3.2 Applicability of Unified Sewer Services and Annexation Agreement. The Parties recognize the existence of a certain *City of Lake Stevens and Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement*, effective May 23, 2005 and recorded under Auditor's File # 200604250536 and amended on four occasions, most recently on September 27, 2010 ("Unified Sewer Services and Annexation Agreement"), that addresses the unification of the sewerage system within the UGA and coordination of capital projects and annexations affecting the sewerage system
- 3.3 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement, together with the Master Annexation ILA, be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For this purpose, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit D and incorporated herein by this reference.
- 3.4 Annexation approval. The Parties agree to hold a joint public hearing on this Agreement on March 9, 2021. The Parties agree that following execution of this Agreement, the City shall pursue the annexation of the territory depicted and described in Exhibits A and B by adoption of an ordinance pursuant to RCW 35A.14.296
- 3.5 Effective date of annexation. The Parties agree that the City's annexation shall become effective May 28, 2021.

4. AMENDMENT TO THE MASTER ANNEXATION ILA AND ADDITIONAL AGREEMENTS

4.1 Amendment to Section 3.3 of the Master Annexation ILA. Section 3.3 of the Master Annexation ILA is amended as follows:

3.3 *Urban density requirements* Except as may be otherwise allowed by law, the CITY agrees to adopt and maintain land use designations and zones for the annexation areas that will ensure that new residential subdivisions and development will achieve a minimum net density¹ of four dwelling units per acre and that will accommodate within its jurisdiction the population, housing, and employment allocation assigned by Snohomish County under GMA for the subject area. Provided, however, this shall not be deemed as a waiver of the City's right to appeal the assignment of population and employment allocation by any means provided by law.

¹For purposes of this agreement, minimum net density is the density of development excluding roads, drainage detention/retention areas, biofiltration swales, areas required for public use, and critical areas and their required buffers. Minimum density is determined by rounding up to the next whole unit or lot when a fraction of a unit or lot is 0.5 or greater.

4.2 Amendment to Section 9.1 of the Master Annexation ILA. Section 9.1 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

9.1 *Legal control and maintenance responsibilities.* If an annexation area includes surface water management improvements or facilities (i) in which the COUNTY has an ownership interest, (ii) over or to which the COUNTY has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) relating to which the COUNTY has maintenance, monitoring, or other responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the CITY, effective by the date of the annexation, except as otherwise negotiated between the Parties in any subsequent agreements. The COUNTY agrees to provide a list of all such known surface water management improvements and facilities to the CITY. If the COUNTY'S current Annual Construction Plan or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the Parties will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.

4.3 Amendment to Section 9.2 of the Master Annexation ILA. Section 9.2 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

9.2 *Taxes, fees, rates, charges and other monetary adjustments.* The CITY recognizes that service charges are collected by the COUNTY for unincorporated areas within the

COUNTY'S Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of an annexation, the CITY hereby agrees that the COUNTY may continue to collect and, pursuant to Title 25 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the annexation occurs to the provision of surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar year in which the annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the COUNTY. If the CITY intends for the COUNTY to continue providing surface water services beyond the calendar year after annexation, a separate interlocal agreement must be negotiated between the Parties.

- 4.4 Amendment to Section 9.3 of the Master Annexation ILA. Section 9.3 of the Master Annexation ILA is deleted in its entirety.
- 4.5 Amendment to Section 9 of the Master Annexation ILA. Section 9 of the Master Annexation ILA is amended to add new Master Annexation ILA sections 9.3, 9.4, 9.5, 9.6, 9.7, and 9.8 as follows:

9.3 Compliance with National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. The Parties acknowledge that upon the effective date of any annexation, the annexation area will become subject to the requirements of the CITY'S Phase II NPDES Municipal Stormwater Permit, and will no longer be subject to the requirements of the COUNTY'S Phase I NPDES Municipal Stormwater Permit. Notwithstanding the COUNTY'S continued provision of stormwater management services in an annexation area pursuant to Subsection 9.2, the CITY expressly acknowledges, understands and agrees that from and after the effective date of any annexation (i) the CITY shall be solely responsible for ensuring the requirements of the CITY'S NPDES Permit are met relating to the annexation area, and (ii) any stormwater management services the COUNTY continues to provide in the annexation area pursuant to Subsection 9.2 will not be designed or intended to ensure or guarantee compliance with the requirements of the CITY'S Phase II NPDES Permit.

9.4 Access during remainder of calendar year in which annexation occurs. To ensure the COUNTY is able to promptly and efficiently perform surface water management services in the annexation area after the effective date of annexation, as described in Subsection 9.2, the CITY shall provide the COUNTY with reasonable access to all portions of the annexation area in which such services are to be performed. Reasonable access shall include, by way of example and not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

9.5 *Surface Water Facility Data.* In addition to the list of COUNTY facilities and assets provided in Subsection 9.1, the COUNTY shall provide:

9.5.1 Available data on surface water facilities which the COUNTY has in its database, which may include but not be limited to: inspection and maintenance records, spatial and attribution data (ArcGIS), As-Built construction plans, ownership status (private, public), and current maintenance responsibility.

9.5.2 Available data on surface water programs concerning the annexation area, which may include but not be limited to: drainage complaints; water quality complaints; business inspections; facility inspections; education and outreach; monitoring; salmon recovery; and special studies.

9.6 *Surface Water Management cases referred to Planning and Development Services (PDS) code enforcement for county code violations.* Any pending Surface Water Management cases referred to PDS code enforcement for county code violations relating to real property located in an annexation area will be transferred to the CITY on the effective date of the annexation. Any further action in those cases will be the responsibility of the CITY at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY, if necessary, to assist with transferred code enforcement cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case.

9.7 *Government service agreements.* The COUNTY and CITY intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

9.8 *Transfer of Federal and State Permits.* If there are structures or work related to COUNTY surface water management improvements or facilities that are authorized under active federal or state permits located in an annexation area, as the new owner the CITY, if allowed by the federal or state permit, agrees to execute documents validating the transfer of the permit(s) and accept the responsibility and liabilities associated with compliance with the permit(s) terms and conditions, unless otherwise mutually agreed to in writing. Active federal or state permits are those permits under which there are responsibilities and duties that have not been completed by the permittee according to the permit terms and conditions, including but not limited to, monitoring and maintenance responsibilities and duties.

5. SURFACE WATER MANAGEMENT IMPROVEMENTS AND FACILITIES

In accordance with Section 9.1 of the Master Annexation ILA, an initial list of known surface water management improvements and facilities owned by the County or over which the County has rights or responsibilities in the Annexation Area is attached and incorporated hereto as

Exhibit E. While the County has made its best efforts to provide a list of all known surface water management improvements and facilities, the exclusion of any County owned facilities or property interests located within the Annexation Area from Exhibit E, does not change the Parties agreement that any ownership interests, rights and responsibilities associated with County surface water management improvement and facilities in the Annexation Area shall be transferred to the City, effective by the date of the annexation.

6. RESIDENTIAL ZONING

For all parcels zoned by the County for residential development in the Annexation Area, in accordance with RCW 35A.14.296(2) the City agrees that for a period of five years after the effective date of annexation the City shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density allowed for by the County zoning designation in effect prior to annexation. The City assigned zoning pre-designations for the Annexation Area via City Ordinance 1073 and as amended by City Ordinance 1106, which comply with the requirements of RCW 35A.14.296(2).

7. TRANSFER OF SUNSET PARK

Sunset Park is a 0.27-acre park located at 410 E Lake Stevens Rd (Assessor Parcel # 00533400001500) that is currently owned and managed by the County. As part of this Agreement, ownership and maintenance responsibilities for Sunset Park will be transferred to the City in its existing condition. The City has identified several capital improvements to the park to bring it up to the City's level of service for parks and to address bank and shore stabilization issues. The County agrees to support the City in its pursuit of funding sources for necessary park improvements.

8. FUTURE CAPITAL IMPROVEMENTS

The County has not identified any planned capital improvements to roads or other existing transportation infrastructure or to the list of surface water facilities listed in Exhibit E. The County agrees to work cooperatively on identifying and planning needed transportation improvements within and adjacent to the annexation area that will meet the needs of both city and countywide multimodal traffic. The County Surface Water Management staff expertise provided under this section will be limited to available technical knowledge about surface water conditions and infrastructure in the Annexation Area.

9. THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

10. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each Party shall be responsible for the costs of their own legal representation. Each Party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process.

The Parties agree to mediate any disputes arising under this Agreement including, without limitation, disputes regarding the annexation process or responsibilities of the Parties prior to the Boundary Review Board hearing on the Annexation.

11. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the Parties in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict. As between the District and the City, this Agreement is intended to address the future annexation of territory by the District located within the Southeast Interlocal Annexation Area under chapter 57.24 RCW. Other than the implications of the additional territory, this Agreement does not change the terms and conditions of the Unified Sewer Services and Annexation Agreement.

12. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all Parties will comply with all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

13. EFFECTIVE DATE, DURATION AND TERMINATION

- 13.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of the Parties and the signing of the Agreement by an authorized representative of each Party hereto.
- 13.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.
- 13.3 Termination. Any Party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding

obligations under this Agreement incurred prior to the effective date of the termination.

14. INDEMNIFICATION AND LIABILITY

- 14.1 **Indemnification of County.** The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- 14.2 **Indemnification of City.** The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- 14.3 **Extent of liability.** In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.
- 14.4 **Hold harmless.** No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the City to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

15. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

16. EXERCISE OF RIGHTS OR REMEDIES

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

Failure of any Party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by any other Party and shall not prevent any other Party from pursuing that right at any future time.

17. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice.

The City, the County, and the District each acknowledges, agrees and understands that each party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. This Agreement and all public records associated with this Agreement shall be retained and be available from the City, the County, and the District for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the Annexation, except as set forth in Section 3 and Section 4 of this Agreement.

19. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

20. CONTINGENCY

The obligations of the City, the County and the District in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City, the County, or the District may terminate the Agreement under Subsection 13.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

21. FILING

A copy of this Agreement shall be filed with the Lake Stevens City Clerk and recorded with the Snohomish County Auditor's Office or as otherwise allowed or required under state law.

22. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Russ Wright
Community Development Director
City of Lake Stevens
1812 Main St.
Lake Stevens, WA 98258
(425) 334-1012

Eileen Canola
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201
(425) 262-2253

Johnathan Dix
Assistant General Manager
Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258
(425) 334-8588

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

Dated this _____ day of _____ 20____.

CITY OF LAKE STEVENS
BY:

Brett Gailey

Mayor

Date:

ATTEST:

City Clerk

Approved as to form only:

Attorney for the City of Lake Stevens

LAKE STEVENS SEWER DISTRICT
BY:

Dan Lorentzen
President

DATE: _____

ATTEST:

Approved as to form only:

Attorney for Lake Stevens Sewer District

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296**

EXHIBIT A – Southeast UGA Annexation Map

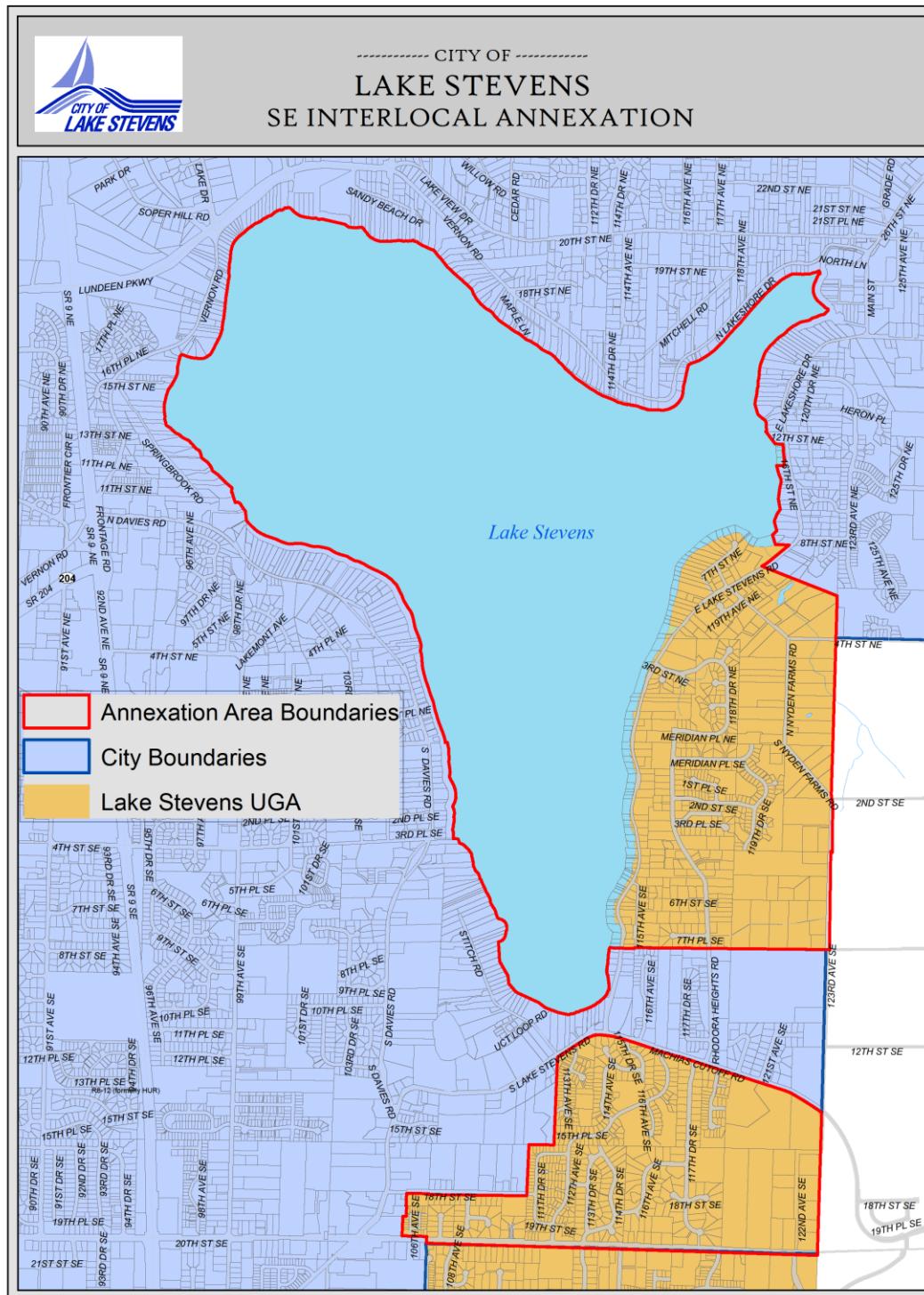


EXHIBIT B – Southeast UGA Annexation Legal Description

CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION UGA AREA (NORTH)

Those portions of the Southwest quarter of Section 6, Section 7, Section 17, Section 18, the Northeast quarter of Section 19, and the Northwest quarter and Northeast quarter of Section 20, all in Township 29 North, Range 6 East, W.M., and those portions of Section 12, and the Northeast quarter of Section 13, all in Township 29 North, Range 5 East, W.M., all in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 17 and following along the existing city limits of the City of Lake Stevens;

Thence Easterly, 25 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 695 feet plus or minus, to the southerly right of way of 2nd Street SE;

Thence Northwesterly, 54 feet plus or minus, to the northerly right of way of 2nd Street SE and its intersection with the east line of the Southwest quarter of said Section 17;

Thence Northerly along the east line of the Southwest quarter of said Section 17, 2115 feet plus or minus, to the Southeast corner of the Northwest quarter of said Section 17;

Thence continuing Northerly along the east line of the Northwest quarter of said Section 17, 610 feet plus or minus, to the south line of Tract 501 of The Reserve at Lake Stevens Division No. 5 as recorded under recording number 199711132006;

Thence Northwesterly along said south line of Tract 501 and extended to the westerly Right of Way of E Lake Stevens Rd, 1094 feet plus or minus, which is also the south line of Tract 999 of Cedar Cove as recorded under recording number 198302175001;

Thence Northeasterly along the westerly right-of-way of E Lake Stevens Rd, 467 feet plus or minus, to the north line of said Tract 999 of Cedar Cove;

Thence Northwesterly along the said north line of Tract 999, 315 feet plus or minus, to the Second class Shoreland and Navigable Boundary of Lake Stevens as conveyed by the State of Washington;

Thence Northerly, Westerly, Southerly, Easterly, Northerly along the said navigable boundary of said Lake Stevens and the existing city limits of the City of Lake Stevens (said navigable boundary also referred to as mean low water, the shore of, the navigable boundary of shorelands, second class shorelands and westerly limit of shorelands) approximately 30,000 feet plus or minus, to a point of a line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19;

Thence Easterly along the line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19, 333 feet plus or minus, to the east line of said Section 19 and the west line of Lot 13 of North Star Plat as recorded under recording number 201411240384;

Thence Northerly along the east line of said Section 19, 12 feet plus or minus, to the South line of the North half of the Northwest quarter of Section 20;

Thence Easterly along the said south line of the North half, 2617 feet plus or minus, to the east line of the said Northwest quarter of Section 20;

Thence Easterly 30 feet plus or minus, to the Easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 1316 feet plus or minus, to a point 25 feet east of the SE Corner of the Southwest quarter of said Section 17;

Thence Westerly 25 feet plus or minus to the east line of the Southwest quarter of said Section 17 and the True Point of Beginning.

This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION UGA AREA (SOUTH)

Those portions of the Northeast quarter, Southeast quarter and the Southwest quarter of Section 19, the Northwest quarter, Southwest quarter and the Southeast quarter of Section 20, the Northwest quarter of Section 29, and the Northeast quarter of Section 30, all in Township 29 North, Range 6 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 20;

Thence northerly along the east line of the southwest quarter of said Section 20, 1392 feet plus or minus, to the South line of the North half of the Southwest quarter of said Section 20;

Thence easterly, 30 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence northerly along the easterly right of way of 123rd Ave SE, 468 feet plus or minus, to its intersection with the southerly right of way of Machias Cutoff and the existing city limits of the City of Lake Stevens;

Thence northwesterly along the southerly right of way of Machias Cutoff, 3360 feet plus or minus, to its intersection with southerly right of way of S Lake Stevens Rd and following along the existing city limits of the City of Lake Stevens;

Thence southwesterly along the southerly right of way of S Lake Stevens Rd, 560 feet plus or minus, to the west line of Mission Ridge Division No 3 as recorded under recording number 200212185001;

Thence southerly along the said west line, 1192 feet plus or minus, to the north line of Mission Ridge Division No. 2 as recorded under recording number 200101035002;

Thence westerly along the said north line, 339 feet plus or minus, to the west line of said Mission Ridge Division No. 2;

Thence southerly along the said west line, 687 feet plus or minus, to the southerly right of way of 18th Street SE;

Thence westerly along the southerly right of way of 18th Street SE, 1625 feet plus or minus, to the east line of the West 75 feet of the East 375 feet of Lot 2 of Ideal Garden Tracts as recorded under Volume 7 of plat, page 33;

Thence southerly along the east line West 75 feet of the East 375 feet of said Lot 2, 120 feet plus or minus, to the south line of the North 187 feet of said Lot 2;

Thence easterly along the south line of said North 187 feet of Lot 2, 20 feet plus or minus, to the west line of Lot 19 of Silver Leaf Condominium as recorded under recording number 200510175207;

Thence southerly along the west line of said Lot 19 and the west line of Common Element A, 180 feet plus or minus, to the north line of Lot 25 of said Silver Leaf Condominium;

Thence westerly along the said north line, 44 feet plus or minus, to the west line of said Silver Leaf Condominium;

Thence southerly along the said west line, 315 feet plus or minus, to the northerly right of way of 20th Street SE;

Thence easterly along the said northerly right of way, 335 feet plus or minus, to the west line of the Southeast quarter of said Section 19;

Thence southerly along the west line of said Southeast quarter, 60 feet plus or minus to the southerly right of way of 20th Street SE

Thence easterly along the said southerly right of way, 5324 feet plus or minus, to the west line of Cascade Acres Division A as recorded under Volume 25 of plats, Page 6 and 7;

Thence northerly along said East line, 30 feet plus or minus, to the south line of said Section 20 and the True Point of Beginning.



This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



EXHIBIT C – Southeast UGA Sewer Expansion Area Map

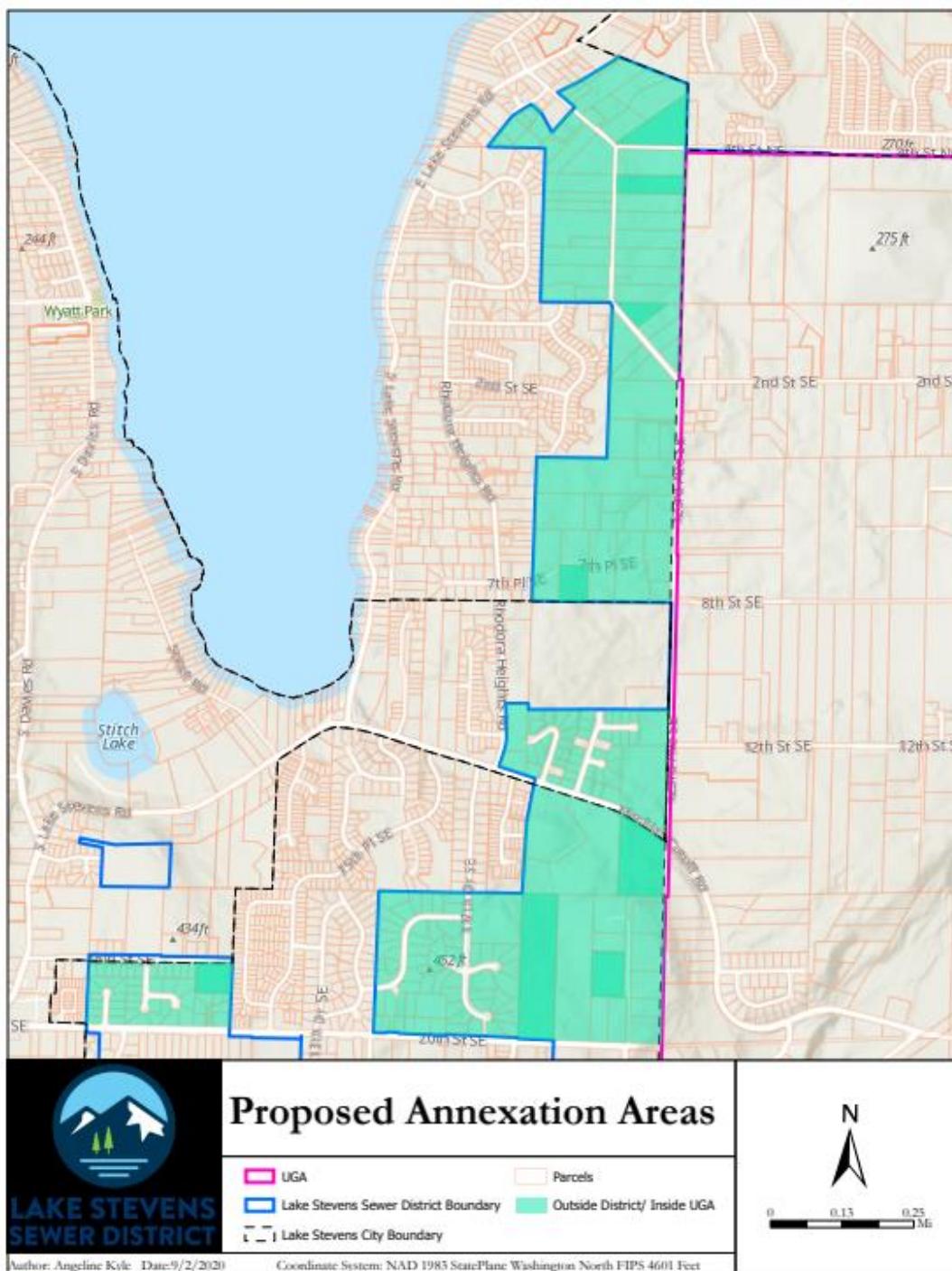


EXHIBIT D – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re- evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights

or other creative solutions. Upon completion of sub-area planning, if densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
 - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
 - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
 - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

**EXHIBIT E – KNOWN DRAINAGE FACILITIES OWNED BY THE COUNTY OR
OVER WHICH THE COUNTY HAS RIGHTS OR RESPONSIBILITIES**

Area	FacID	Owner_Type	ROW	To Transfer
Area 1	F#429	County	Yes	Facility
Area 1	F#430	County	Yes	Facility
Area 1	F#1890, F#1891	County		Facility, property rights or responsibilities
Area 1	F#2724	County	Yes	Facility, property rights or responsibilities
Area 1	F#3599	County	Yes	Facility, property rights or responsibilities
Area 1	F#3600	County	Yes	Facility
Area 2	F#173	County		Facility, property rights or responsibilities
Area 2	F#175	County	Yes	Facility
Area 2	F#176	County	Yes	Facility
Area 2	F#177	County	Yes	Facility
Area 2	F#239	County	Yes	Facility, property rights or responsibilities
Area 2	F#3595	County		Facility, property rights or responsibilities
Area 1	F#815	Private		Property rights or responsibilities
Area 1	F#1736	Private		Property rights or responsibilities
Area 1	F#1737	Private		Property rights or responsibilities
Area 1	F#2323	Private		Property rights or responsibilities
Area 1	F#2641	Private		Property rights or responsibilities
Area 1	F#3634	Private		Property rights or responsibilities
Area 2	F#178	Private		Property rights or responsibilities
Area 2	F#1406	Private		Property rights or responsibilities
Area 2	F#1551	Private		Property rights or responsibilities
Area 2	F#1999	Private		Property rights or responsibilities
Area 2	F#3347	Private		Property rights or responsibilities

David Levitan

From: Joseph Bagocki <21958@msn.com>
Sent: Friday, September 18, 2020 5:14 PM
To: David Levitan
Subject: Land Grab

Mr. Levitan

I find it very unsettling that the city of Lake Stevens would circumvent the voters will again. The jest of your letter is the city has many projects to be paid for by incorporating new taxpayers into the city. After 23 years here I have seen many projects carried out by the city. The latest road project widened S Lake Stevens Rd. only to make it rougher more dangerous and slower. With the new houses being built as I wright this, this stretch of road will see an increase in traffic estimated to be another 1000 cars per day. Thanks for creating another dangerous hazard. I know nothing I say or do will change the inevitable. My only hope is that the city will do something to curtail the speeders on side streets. Speeders exciding 45 MPH in city residential areas is not expectable. It's only a matter of time till someone's child will be killed by one of these speeders.

Joe Bagocki
730 Rhodora Heights Rd.
425 377 8423

David Levitan

From: Teresa Barber <tetaleducation@gmail.com>
Sent: Friday, October 30, 2020 12:14 PM
To: David Levitan
Subject: Re: Annexation Information

Thank you, David.

We were approached by one of the neighbors to add to requests to change the zoning to match the development. It seems there is concern about equity for homeowners versus developers.

We would like to learn more about our options to possibly develop our property, Lake Stevens plan (timeline) to bring sewers down North Nyden Farm Road and 123rd.

We have raised our children here and currently do not have plans to move, but would like to know our options either way.

I am open to learning more and a conversation that supports our Lake Stevens community and Lake Steven homeowners.

Thank you kindly.

Teresa Barber

On Fri, Oct 30, 2020 at 11:08 AM David Levitan <dlevitan@lakestevenswa.gov> wrote:

Hi Teresa:

Melissa forwarded me on your email, as I am the project manager for the proposed SE Interlocal Annexation, which would include your property.

Currently, your property has the county's R-7200 zoning, which is a residential zone with a minimum lot size of 7,200 sf for a detached single-family home. In 2019, the city assigned zoning predesignations to properties within its Urban Growth Area (UGA) that would be effective upon annexation. Properties were generally assigned city zoning designations most similar to the current county zoning, which in the case of your property and the majority of the properties in the interlocal annexation area is the city's R6 zone. The R6 zone requires a minimum lot size of 6,000 sf for a detached single-family home.

On Tuesday night, a couple of property owners that live between 2nd and 7th on the 123rd Ave side of the annexation area testified before our City Council that they would like for their properties to have the same zoning designation (R8-12) upon annexation as the new Mountain View subdivision to the south of you. The minimum lot size for the R8-12

zone is 4,000 sf, although that can be reduced up to another 10% via lot size averaging for a subdivision. This is what occurred with the Mountain View subdivision, resulting in a number of 3,600 sf lots that are balanced out by larger lots. I have yet to hear any formal feedback from our council on the request from your neighbors, but can check in with our City Administrator.

I am not sure where the 3,200 sf number came from, but there has been no change to the current county zoning designation or the city's zoning predesignation.

Please let me know if you have any additional questions.

David Levitan, *Senior Planner*

City of Lake Stevens | Planning & Community Development

1812 Main Street | PO Box 257

Lake Stevens, WA 98258-0257

425.622.9425 | dlevitan@lakestevenswa.gov

From: Melissa Place <mplace@lakestevenswa.gov>

Sent: Friday, October 30, 2020 10:36 AM

To: David Levitan <dlevitan@lakestevenswa.gov>

Subject: FW: Annexation Information

Would you be best to address this? Thx, if not let me know.

From: Teresa Barber <tetaleducation@gmail.com>

Sent: Friday, October 30, 2020 1:37 AM

To: Melissa Place <mplace@lakestevenswa.gov>

Subject: Annexation Information

David Levitan

From: BRENDA BARD <blbard@aol.com>
Sent: Tuesday, September 22, 2020 10:18 AM
To: David Levitan
Subject: Meeting re annexing

Dear David,

Was the meeting last night taped? And if so can it be seen via YouTube or other method? A link?

We would have liked to hear more details beyond what was provided in your document, but were unavailable to attend last night's Public Information Meeting like we had planned on.

Thank you in advance,

Brenda

David Levitan

From: Rita Greg <ggregtab@netscape.net>
Sent: Monday, September 7, 2020 9:30 AM
To: David Levitan
Subject: Annexation question-School district tax dollars

David,

We received the letter with information about our neighborhood being part of the area that is proposed to be annexed into the city. I have read the letter and will attend the Zoom meeting to hear more information.

I noticed under the Taxes & Fees section that it says local tax dollars will stay in Lake Stevens. Are you able to clarify if that means our tax monies for schools will now go to Lake Stevens rather than Snohomish? Our address is currently Lake Stevens, but our voting and tax levy money currently goes to Snohomish School District.

Thank you for your time, Rita Belvill

David Levitan

From: Nicole Benert <nicole@village-life.net>
Sent: Tuesday, January 26, 2021 2:45 PM
To: David Levitan
Cc: Kevin Ballard
Subject: Southeast Interlocal Annex. Hearing Date

Hello David,

I am reaching out to see if a date has been set for the public hearing for the proposed Southeast Interlocal annexation?

Best Wishes,

Nicole Benert

Planner & Engineer Associate
Direct Line: 425-678-1476
General Office: 425-778-4111 ext: 1476

Village Life, Inc.

19020 33rd Ave W, Suite 450
Lynnwood, WA 98036



Like Us On Facebook!

David Levitan

From: Tara Bennett <tarabennett2003@yahoo.com>
Sent: Thursday, September 10, 2020 12:07 PM
To: David Levitan
Subject: Annexation questions

Hello,

I live in the area being annexed into the city. A few questions:

- 1) Am I going to be forced to switch to sewer services when the LSSD figures out their expanded coverage plan?
- 2) Since PUD did not opt to join the ILA, does that mean their services for me will end and I will be covered by the city? If so, how do I look at what the charges are for this? (outside of the excise)

Thank you,

Tara Bennett

Tara J Bennett
425/238-2244

David Levitan

From: John Bissell <johnb@harmsenllc.com>
Sent: Friday, January 29, 2021 11:54 AM
To: Jill Needham; David Levitan
Subject: Re: New land Use Codes

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

Thanks, Jill,

Dave,

Jill suggested I contact you if I have any more questions about the SE interlocal annexation area. I'm a planner working for a client with land in the annexation area. We were planning to submit our application for subdivision to Snohomish County. But when my client discovered that his property was within the City's annexation area, he decided he would rather submit to the City.

I've looked at the Annexation FAQ sheet which is great for homeowners trying to decide if they want to be in or out of the city. I'm looking for details of what annexation process the City is pursuing (petition, election, etc) and what the anticipated time line is. I understand there will be a public hearing in March. In the annexations I have been involved with that have been initiated by the local jurisdiction, typically the jurisdiction will hold a resolution hearing, a public hearing for comment, and a final public hearing to adopt the annexation ordinance. I'm wondering what the purpose is for the March hearing and what hearings are anticipated in the future?

Any help you can give me that helps me provide a degree of predictability to my client will be helpful.

Thank you

John Bissell
Harmsen LLC

On Fri, Jan 29, 2021 at 11:16 AM Jill Needham <jneedham@lakestevenswa.gov> wrote:

Hi John,

There is an [FAQ sheet](#) linked under the SE Interlocal tab that answers many common questions we've been receiving. In short, this interlocal annexation was City initiated and will require a public hearing and a vote from both the City Council and County Council.

Dave Levitan has been the main contact for this annexation. If you have further questions, please contact him at dlevitan@lakestevenswa.gov.

Thanks,

David Levitan

From: Mike Currieri <mikecurrieri7@gmail.com>
Sent: Wednesday, September 2, 2020 6:02 PM
To: David Levitan
Subject: annexation

I would like to know if the southeast interlocal annexation would include my property. Also when will this happen..

Sincerely,

Michael Currieri
9 South Nyden Farm Rd
Lake Stevens, WA 98258
425 334 1249

David Levitan

From: VICSTOR . <vicstor@msn.com>
Sent: Monday, October 26, 2020 7:03 PM
To: David Levitan
Cc: Sabrina Gassaway
Subject: FW: Annexation Zoom Meeting/City Council Meeting

David,

From the 09/21/20 Annexation Zoom Meeting. I thought the people that attended the meeting and brought up questions were going to be getting the notes & or minutes from that meeting and a list of attendees. Maybe I missed something that I needed to do to get that information sent to me. Can you tell me what I need to do to get this information?

We are also interested in attending the City Council Meeting tomorrow night (Tuesday 10/27). Can you send me a link to be able to attend that Zoom meeting? Are we able to ask questions at this meeting?

If I need to ask my question ahead of time, we and a few of our neighbors, that we have spoken with, would like to know what we would need to do to have our zoning be at the 3200 square foot lots like the Mountain View development directly behind our property. I understand that we are scheduled to be annexed into City of Lake Stevens on/around January 2021 at the 7200 square foot lot zoning. Before the meeting with Snohomish County in December, we would like for the City to consider hearing from us and our wish to be zoned similarly to the Mountain View property. Our street address is: 12120 7th Place SE

*Vickie Hollingsworth
Vickie's Bookkeeping Service, Inc.
P.O. Box 11
Lake Stevens, WA 98258
(425)334-5890
(425)397-9879 fax*

From: VICSTOR .
Sent: Monday, September 21, 2020 1:11 PM
To: David Levitan <dlevitan@lakestevenswa.gov>
Subject: RE: Annexation Zoom Meeting

Thank you.

*Vickie Hollingsworth
Vickie's Bookkeeping Service, Inc.
P.O. Box 11
Lake Stevens, WA 98258
(425)334-5890*

(425)397-9879 fax

From: David Levitan
Sent: Monday, September 21, 2020 12:14 PM
To: vicstor@msn.com
Cc: Sabrina Gassaway <sgassaway@lakestevenswa.gov>
Subject: RE: Annexation Zoom Meeting

Hi Vickie:

Here is the [Zoom link](#) for tonight's meeting, which starts at 6:30 pm. Please let me know if you have any additional questions.

David Levitan, *Senior Planner*
City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.622.9425 | dlevitan@lakestevenswa.gov

From: Sabrina Gassaway <sgassaway@lakestevenswa.gov>
Sent: Monday, September 21, 2020 12:06 PM
To: David Levitan <dlevitan@lakestevenswa.gov>
Cc: Jennie Fenrich <jfenrich@lakestevenswa.gov>
Subject: FW: Annexation Zoom Meeting

Sabrina Harris (Gassaway), *Associate Planner*

City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.622.9429 | sgassaway@lakestevenswa.gov

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PLEASE NOTE: In light of the outbreak of Covid-19 and the direction given by the Mayor of Lake Stevens, I will be telecommuting till further notice.

From: VICSTOR . <vicstor@msn.com>
Sent: Monday, September 21, 2020 12:04 PM
To: Sabrina Gassaway <sgassaway@lakestevenswa.gov>
Subject: Annexation Zoom Meeting

Sabrina,

I don't know if you can help me with joining the Zoom Meeting tonight, but maybe you can point me in the right direction. We would like to attend the Zoom Meeting. What do I need to do?

*Vickie Hollingsworth
Vickie's Bookkeeping Service, Inc.
P.O. Box 11
Lake Stevens, WA 98258
(425)334-5890
(425)397-9879 fax*

David Levitan

From: Janice Huxford <janicehuxford@snovalinc.com>
Sent: Monday, November 9, 2020 11:37 AM
To: David Levitan
Subject: Resident annexation letter

David,

I hope this finds you well.

I've misplaced the hardcopy resident letter detailing the benefits of the proposed south east annexation. Is it possible to have it emailed to me?

Many thanks,

Janice

David Levitan

From: Mathis Jessen <MJessen@landadvisors.com>
Sent: Wednesday, November 11, 2020 12:38 PM
To: David Levitan
Cc: Mathis Jessen
Subject: Lake Stevens annexation

Hi David,

Is there a recording from the zoom meeting that you held in September? I am representing a property owner in the proposed annexation area but we missed that meeting.

Thank you,
Mathis

Mathis W. Jessen

Broker | Land Advisors Organization WA Division

11400 SE 8th Street, Suite 205, Bellevue WA 98004

d | 206.963.6896 w | landadvisorsnw.com

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David Levitan

From: Michael Jones <mikejones777@gmail.com>
Sent: Thursday, September 17, 2020 5:23 PM
To: David Levitan
Subject: UGA Annexation

I live in one of the proposed UGA annexation areas (east side of lake) and have some questions about this proposal. Back in June 2019 I had several conversations and email conversations with Russ Wright about the Rhodora and Southlake Annexations. I was disappointed that the majority of the open space in these UGAs were designated High Urban Residential (HUR), now called R8-12. The results we can see now. Streets that you cannot park on, lots with very small backyards, no open spaces for kids to play.

The Snohomish County Land Zoning Map at <https://snohomishcountywa.gov/2467/Permitting-Land-Use-Maps> shows the UGA I live in as a R9600 (R4?) zoned area. I checked the Lake Stevens Zoning Map at <https://www.lakestevenswa.gov/ImageRepository/Document?documentID=4167> and it appears the city intends to zone this area as R6 (Urban Residential). This is better than the HUR zoning in the last two annexed UGA's but still packs in too many houses in the remaining open spaces in the UGA.

I grew up in Southern California and saw the developers come in and build as dense as possible, leaving the cities and people who live there to deal with the impacts of this dense development. Can the city of Lake Stevens learn from the past and zone the remaining UGA's in a sensible way? At the end of the day, we all want a livable city.

Sincerely,
Michael Jones
718 115th Ave SE
Lake Stevens

David Levitan

From: Michael Jones <mikejones777@gmail.com>
Sent: Monday, November 9, 2020 11:58 AM
To: David Levitan
Cc: Russell Wright
Subject: Proposed UGA Annexations

Thanks for the Zoom meeting in September about the two proposed Southeast UGA Annexation proposals. I have a few additional questions.

1. At the Zoom meeting, you commented that the two new UGA annexation areas will be zoned Urban Residential (7500 sq ft lots) with Waterfront Residential (9600 sq ft lots) along the shoreline. During the Q&A session, Russ commented 'this is a starting point for the city'. Does that mean a developer could submit a development proposal for High Urban Residential (3600 sq ft lots) and the city would consider approving the development. Is this correct?
2. Many of the new developments in Lake Stevens have streets that look like driveways with no parking on either side of the street and very narrow for cars to pass each other. Is this something that is inherent in HUR zoning areas? Would developers be able to use the same substandard streets in UR zoned areas? Also, why does the city allow such substandard streets within the city limits?
3. The developer who initiated the Rhodora Annexation wanted to build 270 houses on a 30 acre parcel on Rhodora Heights Road and they needed the HUR zoning the city provided with the annexation to complete the project. One of the documents submitted for that development was a traffic study that included the stop sign intersection at S. Lake Stevens Road & S. Davies Road. This traffic study concluded a significant increase in traffic and wait times at this intersection as a result of that one development. I can't locate that document today but the increase in wait times was significant and were near unacceptable levels. When the city completes the annexations of these two new UGA areas, a big increase in new developments is sure to follow. The city just completed a remodel of S. Lake Stevens Road in this area with no improvements to this intersection. What does the city intend to do at this intersection to mitigate the traffic impact of additional developments in the two new UGA annexations?
4. In the Rhodora UGA Annexation, the Lake Stevens Mayor provided 29 of the 80 signatures needed to push the proposal forward. The majority of residents in that area were not in favor of annexation. Now that that annexation has been completed, the two new Southeast Lake Stevens UGA Annexation areas are 'landlocked' so the city can annex them without any input or proposals from the residents that live in these areas. If annexation into the city is such a good thing for these residents, why not gather signatures from these residents to move the annexations forward?
5. Where can I get a copy of the presentation used at the September Zoom meeting?

Thanks in advance for your responses!

Michael Jones
718 115th Ave SE
Lake Stevens, WA

David Levitan

From: Michael Jones <mikejones777@gmail.com>
Sent: Wednesday, January 6, 2021 11:23 AM
To: David Levitan
Cc: Steve Ewing
Subject: Re: Southeast Interlocal Annexation - Zoning Question

Thanks for clarifying the intent of the zoning language in Senate Bill 5522. I can see where downsizing of property densities upon annexation is taking away property rights, and would likely be challenged in court. That said, what about the rights of the existing residents of the Southeast Interlocal Annexation area in having their voices heard when zoning densities are increased from 6.05 units/acre to 7.26 units/acre? This increased building density along with the lax street regulations in section [14.56.165](#) of the Lake Stevens Municipal Code, we can only assume that developers will be swarming the area after annexation building cramped housing developments with sub-standard streets that are common around Lake Stevens today.

While the residents of the Southeast Interlocal Annexation area apparently have little or no voice in the annexation decision, I will continue to oppose the annexation until the City of Lake Stevens changes zoning and development regulations to ensure a livable Lake Stevens.

On Tue, Jan 5, 2021 at 8:50 PM David Levitan <dlevitan@lakestevenswa.gov> wrote:

Hi Michael:

I'm happy to help to clarify this. When calculating density, the most common measurement is units/acre, with 1 acre = 43,560 sf. So, if the minimum lot size in the county is 7,200 sf, the corresponding density is approximately 6.05 units/acre: $(43,560 \text{ sf}/1 \text{ acre}) \times (1 \text{ unit}/7,200 \text{ sf})$. The city's R6 zone has a minimum lot size of 6,000 sf, so the corresponding density is about 7.26 units/acre: $(43,560/1 \text{ acre}) \times (1 \text{ unit}/6,000 \text{ sf})$. The city's R4 zone has a minimum lot size of 8,000 sf, but its calculated density (5.45 units/acre) would be lower than what is currently allowed in the county, and thereby ineligible under SB 5522. Downzoning of properties upon annexation might also be considered a taking of property rights. The provision in SB 5522 about density was included to ensure that cities weren't able to annex areas through this process and then immediately reduce the development potential that was allowed in the county.

Please let me know if you have any additional questions.

David Levitan, *Senior Planner*

City of Lake Stevens | Planning & Community Development

1812 Main Street | PO Box 257

Lake Stevens, WA 98258-0257

425.622.9425 | dlevitan@lakestevenswa.gov

From: Steve Ewing <sewing@lakestevenswa.gov>
Sent: Tuesday, January 5, 2021 5:05 PM
To: Michael Jones <mikejones777@gmail.com>
Cc: David Levitan <dlevitan@lakestevenswa.gov>
Subject: Re: Southeast Interlocal Annexation - Zoning Question

Michael:

Thank you for reaching out about this matter. Since you've references Planner Levitan in your correspondence I've included him in my response to you. I'm confident he'll shed some light on this seeming inconsistency.

Best regards,

Steve

From: Michael Jones <mikejones777@gmail.com>
Sent: Tuesday, January 5, 2021 4:46:15 PM
To: Marcus Tageant <mtageant@lakestevenswa.gov>; Steve Ewing <sewing@lakestevenswa.gov>
Subject: Southeast Interlocal Annexation - Zoning Question

My question concerns the proposed Southeast Interlocal Annexation plan from the city of Lake Stevens. Snohomish County has zoned the non waterfront parcels in this area as 7200sf lot minimums. David Levitan (Lake Stevens Senior Planner) has stated that Lake Stevens plans to zone the minimum lot size for this area using the city's R6 zone which is 6,000 sf, which is less than the 7,200 sf required in the county's R-7200 zone. He states the city's R6 zone is most similar to the county's R-7200 zoning.

Senate Bill 5522 which authorized the Interlocal Annexation method states that an Interlocal Annexation must "Not have its minimum gross residential density reduced below the density allowed for by the zoning designation for that parcel prior to annexation." It appears the city's annexation proposal does not meet the required zoning as noted in this senate bill.

Can you comment?

Michael Jones

718 115th Ave SE, Lake Stevens, WA 98258

David Levitan

From: Frank J <frankj441@yahoo.com>
Sent: Friday, November 13, 2020 10:29 AM
To: David Levitan
Subject: RE: 2020 Comprehensive Plan Docket Information

Thank you for the links and information. We'll have a busy weekend doing our research and making notes.

Have a good weekend.

Sincerely

Frank and Monica Juno

On Fri, Nov 13, 2020 at 8:17 AM, David Levitan
<dlevitan@lakestevenswa.gov> wrote:

Here is the [Zoom link](#) to Wednesday's meeting.

From: David Levitan
Sent: Thursday, November 12, 2020 4:57 PM
To: frankj441@yahoo.com
Subject: 2020 Comprehensive Plan Docket Information

Hi Frank:

Following up on our phone conversation, here is a link to this year's [Comprehensive Plan Docket](#), which includes amending the zoning predesignations for the four parcels to the east of you. The meeting packet attachment includes the staff report and various maps. It doesn't look like the Zoom link has been created yet, so I will send that to you when it is ready.

Snohomish County does have a [Critical Areas interactive map](#) on their website, but I did not see any wetlands on the western parcel. That does not mean that wetlands do not exist though, and they would be required to complete a critical areas study as part of any development application (in the county or in the city). If you click on the Layers tab in the lower left portion of the map, you can check off which types of critical areas you want to add to the map.

Also, here is a link to the [Annexation website](#). We have two pending annexations that are shown on the bottom half of the page, with the SE Interlocal Annexation covering your neighborhood.

David Levitan

From: Jodie Ray Kelley <jodieraykelley@gmail.com>
Sent: Monday, September 14, 2020 10:48 AM
To: David Levitan
Subject: Southeast interlocal annexation

Hello,

I received a letter from you advising me that my property is at risk of being annexed into the city. I read the news with disappointment and trepidation. We moved here because we enjoy the rural nature of the neighborhood, and because it was the perfect property for our rescue dogs. As a resident of unincorporated Snohomish County, I have a private kennel permit that allows me to have up to 10 dogs. The dogs live inside my home. We receive an annual visit from animal control to verify their health and living conditions. Our last visit was in December, 2019. I have done some research that suggests it is customary to allow existing property use after annexation. What should I expect as a result of annexation? Will I be able to continue fostering rescue dogs and providing sanctuary to the old and sick?

2020 has been a most challenging year for everyone. Our lives revolve around the sanctuary of our home and dogs. Please do not take that from us.

Sincerely,

Jodie Ray Kelley

David Levitan

From: Cindy <cindylemos@hotmail.com>
Sent: Wednesday, December 9, 2020 8:30 PM
To: David Levitan
Cc: cindylemos@hotmail.com
Subject: Annexation Project Email List

Hello David,

Can you please add me to the Annexation Project Email List?

Also, can you please share the recording link to tonight's Zoom meeting?

Thank you.
Cindy
S Lake Stevens Road

--

Sent from Outlook Email App for Android

David Levitan

From: Doug Levy <Doug@Outcomesbylevy.onmicrosoft.com>
Sent: Friday, November 20, 2020 3:42 PM
To: David Levitan
Subject: FW: Week's Wrap Up - November 20

DAVID

See my question about ## of people/population in the annexation area?

From: Dawn Goldson Smith <dgsmith@lakestevenswa.gov>
Sent: Friday, November 20, 2020 3:35 PM
To: Doug Levy <Doug@Outcomesbylevy.onmicrosoft.com>
Cc: Gene Brazel <gbrazel@lakestevenswa.gov>; Kelly Chelin <kchelin@lakestevenswa.gov>
Subject: RE: Week's Wrap Up - November 20

Unfortunately, I do not have that information on the annexation – David Levitan dlevitan@lakestevenswa.gov is the best person to ask on all things annexation.

Nor do I have grant info, Kelly is the best person to touch base with on that, I have her tagged.

Sorry, I'm not much help, I'm only the messenger 😊

Dawn Goldson Smith, Event and Marketing Specialist

City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
office: 425-622-9442
dgsmith@lakestevenswa.gov



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From: Doug Levy <Doug@Outcomesbylevy.onmicrosoft.com>
Sent: Friday, November 20, 2020 3:31 PM
To: Dawn Goldson Smith <dgsmith@lakestevenswa.gov>
Cc: Gene Brazel <gbrazel@lakestevenswa.gov>
Subject: RE: Week's Wrap Up - November 20

Thanks for this as always –

Dawn, on the annexation, I read the link and info – didn't see the population/# of people in the annexation area?

David Levitan

From: Tom Matlack <matlacktom@yahoo.com>
Sent: Monday, September 21, 2020 4:23 PM
To: David Levitan
Subject: Questions for Tonight's Zoom RE: SE Annexation

1. A. The city says they try to match county zoning when annexing parcels. But, Nourse/The Timbers and Rhodora/Mtn. View are severe upzones from what the county had. Why does the city mislead its new residents like that?
 - b. The annexed residents DID NOT GET TO VOTE for the legislative councilmen who changed their world.
2. Annexation by petition and this new interlocal thing is an incredibly UNDEMOCRATIC system. One person/one vote would build a stronger, more united city. It is my belief the city's handling of annexation has created more unhappy residents than happy.

David Levitan

From: Randy Mickels <rkmickels@gmail.com>
Sent: Wednesday, September 23, 2020 7:08 PM
To: David Levitan
Subject: Southeast Annexation question

Hello David,

I had a question regarding the proposed annexation of the SE corner of Lake Stevens. Unfortunately, we were not able to attend the virtual public meeting where we were hoping to learn more about it. Let me start by saying that we are very excited about this annexation, especially the increased police protection and have been waiting several years for it to actually happen.

We live on South Lake Stevens Road, where it runs along the east edge of the lake and the speed limit is currently 30mph. I am sure you are very aware of this stretch of road that is sandwiched between two city roads which are both 25mph. This road is patrolled by the Sheriff's dept. and because they have never had a good presence there, people consistently drive 40-50 mph. Most of the homes along this stretch have road-divided lake access which makes it very busy with pedestrian activity, especially in the summertime. I think you can understand my frustration as we have kids and have had numerous close calls with cars flying around blind corners.

My question is, when this annexation goes into effect can we assume that the speed limit along our road will drop to 25mph in order to be consistent along the entire east portion of the lake? If not, who do I need to contact to start that process? Our hope is that with the decreased posted speed limit and an increased presence of city police patrols the message will become clear that this is no longer a speedway! I appreciate your time and look forward to hearing back from you.

Thank you,

Randy and Kerra Mickels
425-346-1309
7 S. Lake Stevens Road

David Levitan

From: UMA NIELSEN <catninen2@comcast.net>
Sent: Monday, September 21, 2020 4:17 PM
To: David Levitan
Subject: LUA2020-0117 Annexation Comments

To The City of Lake Stevens,

Please see our comments below.

We do not see any benefit annexing our house into the city. We see it as adding more financial burden to us. We don't get extra service but we will have to pay extra fee to the city.

We live in the rural area and some of us have farm animals. We may not meet the city municipal codes. Does the city have any leniency plan?

One other reason. We don't want to be a part of the city. We saw a Planning Commission Agenda for April 03,2019 on the city Agenda and Minutes online. The meeting agenda has a Buildable Land in Lake Stevens Urban Growth Area report. On the report, Map 5 has our property and several properties as Redevelopable Buildable Land. From Category Definitions, Land is said to be Redevelopable if it is not vacant and is a candidate for potential demolition of existing buildings and replacement with something else within the 20-year planning zone). This report has destroyed us emotional. We have worked hard on our house the last 15 years and we love our home. Please don't look at our property... Just a number on the report.

We moved out to this rural area of Snohomish County, which was and still is mostly agricultural with people owning livestock, to get away from the city / HOA's. But the city wants to change all of that with their infilling of the larger lots even though they have exceeded the median population by 907% by the 2018 count on their webpage. The city also has a vision statement which is particularly offensive to us; *By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.* Seeing as how the city used to be about the environment and greenspace over development but recently has completely reversed that position.

We had exceptional quality of life before the City allowed a massive development to take place on a mostly agricultural property directly to the south of ours which was home to horses, cattle and diverse wildlife which now takes refuge on our property as well as our neighbors surrounding the development. But now we will have another 192 homes with the annoying noises, traffic, lack of privacy and security associated with a development that has no real amenities no public transit no real greenspace and low quality of life from our viewpoint.

The city still hasn't addressed the infrastructure issues which will really never be resolved such as the trestle and highway 9. Interim fixes are in the works but they will not truly solve the congestion issues that plague a city that is outpacing its growth management, since growth management is nonexistent at this point in time.

And a vibrant economy of what? With all the infilling going on we only see a mostly residential tax base which brings us to our next comment of why do we need to pay an administrative fee of 6% for services we already receive with no additional benefits.

My children as well as the majority of children in the area will be sent to Snohomish schools so there is no benefit there as well. Ww

Why would we want to annex into a city that provides me with less than we already have?

We only see it as paying a whole lot extra for the privilege of saying we live in the city of Lake Stevens, which at this point is something we would not be proud of or financially willing to do.

Best Regards,

Charles/Uma Nielsen

David Levitan

From: Jim Pearson <jimgpearson@hotmail.com>
Sent: Wednesday, December 9, 2020 8:23 PM
To: David Levitan
Subject: Re: Notice of December 9 Public Meeting for Southeast Interlocal Annexation

Thank you so much for allowing us to be part of tonight meeting. It seemed to go well, though there was some resistance. People resist change. I am 76 years old and have property which has been in the family for 74 years. I see only good things about the future of the Lake. My graduating class (1962) had only 96 kids. Those were great times, but we can't go back there or to any of the giant steps since. Vote yes, and get the ball rolling.

Jim Pearson
Head Coach
Cross Country / Track & Field
Harrier Track Club

"If the fire is hot enough anything will burn." - Jim on

From: David Levitan <dlevitan@lakestevenswa.gov>
Sent: Thursday, November 19, 2020 11:25 AM
To: David Levitan <dlevitan@lakestevenswa.gov>
Subject: Notice of December 9 Public Meeting for Southeast Interlocal Annexation

Good Morning:

On Wednesday, December 9, the City of Lake Stevens will be hosting a second public meeting via the Zoom meeting platform to discuss the SE Interlocal Annexation. Representatives from the city, Snohomish County and the Lake Stevens Sewer District will provide an update on the interlocal agreement and answer questions from residents. Residents of the annexation area should also receive a postcard notice for the meeting in the next day or two.

Date: Wednesday, December 9
Time: 6:30 pm
Zoom Link: <https://us02web.zoom.us/j/85411679074>

Additional information for the SE Interlocal Annexation, including a Question and Answer summary from the September 21 public meeting, can be found on the [project website](#).

David Levitan, *Senior Planner*
City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.622.9425 | dlevitan@lakestevenswa.gov

David Levitan

From: Jim Pearson <Jimgpearson@hotmail.com>
Sent: Thursday, October 1, 2020 11:20 AM
To: David Levitan
Subject: annex + rezoning

Is it possible to have my property rezoned for more lots per acre?

Can I do this during the annexation process?

Thank You

David Levitan

From: Stuart A Snyder <stunelliesnyder@frontier.com>
Sent: Wednesday, December 9, 2020 5:22 PM
To: David Levitan
Subject: annexation conference call

Is there a call-in number for the conference call? what is the number? Thanks. stu

David Levitan

From: Marlene Sweet <marlene.sweet@gmail.com>
Sent: Friday, September 4, 2020 3:47 PM
To: David Levitan
Subject: ANNEXATION

Four questions:

1. WHY an excise tax of 6% on all utilities? THAT adds up to a lot of money each year!
2. Do we in the last bit of UGA currently pay an excise tax for sewer?
If not - WHY will we have this tax - the sewer bill is already very high.
3. Will this annexation go to a vote by the people?
4. WHY is the property tax rate only 7 cents less per \$1000 assessed value??
This does not even make a small dent in the extra we will all pay with these excise taxes???

Thank you for your answers.
Marlene Sweet

David Levitan

From: Toby Tuor <toby@insuranceworksagency.com>
Sent: Monday, September 21, 2020 8:25 PM
To: David Levitan
Subject: Annexation

Hi David,

I wanted to ask for a bit more clarification to the process. The portion of text I submitted was from Snohomish County rules for ILA annexations. What is different within this proposal that wouldn't follow the specifics that the county has set forward. I understand that city growth has to follow predetermined rules set forth for UGA's. The city needs to realize that that last annexation was forced upon several property owners. The whole process was looked upon as a backdoor way for a land grab. Please understand that most are apprehensive of another push for more land to be incorporated into the city.

Thank you

Toby Tuor

The Everything Guy
and Owner

(425) 379-8100 Main Office
(866) 379-8100 Toll Free
(425) 374-8535 Fax

[11314- 4th Ave W, Suite 204, Everett WA 98204](http://11314-4thAveW.Suite204.EverettWA98204)

Please Update with my New Email: toby@InsuranceWorksAgency.com
Check out our Website: www.InsuranceWorksAgency.com

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David Levitan

From: dennis_weczorek@juno.com
Sent: Monday, September 21, 2020 11:07 AM
To: David Levitan
Cc: thea_weczorek@yahoo.com
Subject: Annexation

Dear Sir

We live on South Nyden Farms Rd. We have a house with a daylight basement and our septic is a gravity system running to our yard below west of the house. It works perfectly fine. What are the sewer implications for us with this annexation?

Dennis and Thea Weczorek

David Levitan

From: Garrett Welch <welch.garrett@gmail.com>
Sent: Friday, September 18, 2020 10:25 AM
To: David Levitan
Subject: Propose annexation for Garrett Welch

Hello, My name is Garrett Welch. I have 2 properties that are being proposed but they are vacant land to be annexed. I have few questions.

1. Will people that own vacant property inside of the annexation have access to the city government as stated in the [meeting notice](#)? Or is this just for residents?
2. Garbage service, if it is mandatory and the residents pay for the service how can the city force taxes on a required service?
3. For vacant land with in the annexation area how is the Utility Excise tax and Sewer Tax going to be assed?
4. How many businesses have taken advantage of the Grant for property tax exemption?
5. Once annexed, the city should provide existing businesses fee free licenses since they had no say in the annexation, will this happen?

Thank you in advance.

Thank you,
Garrett Welch



Virus-free. www.avast.com

BLANKET VOUCHER APPROVAL
2021

Payroll Direct Deposits	2/25/2021	\$251,382.54
Payroll Checks	52585-52586	\$4,620.18
Electronic Funds Transfers	ACH	\$168,783.92
Claims	52587-52690	\$615,456.58
Void Checks	47750, 48075, 48451, 48820, 49681, 50227, 51172, 52211	(\$3,310.77)
Total Vouchers Approved:		\$1,036,932.45

This 9th day of March 2021

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

Finance Director/Auditing Officer

Mayor



March 9th, 2021

City Expenditures by Type on this voucher packet

Personnel Costs	\$	256,003	25%
Payroll Federal Taxes	\$	94,099	9%
Retirement Benefits - Employer	\$	66,721	6%
Other Employer paid Benefits	\$	1,340	0%
Employee paid benefits - By Payroll	\$	11,509	1%
Supplies	\$	39,996	4%
Professional Services	\$	116,168	11%
Capital *	\$	454,408	44%
Void Check	\$	(3,311)	-0.3%
Total	\$	1,036,932	100%

Large Purchases

- * 24th St SE/91st Ave SE Construction Admin - \$59,924
- * 2020 Ford F150 (2) - \$74,404
- * US2 Trestle HOV/Jump Ln Project - \$82,370
- * Police Station/Evidence Facility Project - \$77,341



Total for Period	
\$784,240.50	

Checks to be approved for period 02/18/2021 - 03/03/2021

Vendor: Ace Hardware
Check Number: 52593

Invoice No	Check Date	Account Number	Account Name	Description	Amount
68975	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	LED Lightbulbs	\$12.34
69034	3/3/2021	001 008 521 20 31 00	LE-Office Supplies	Batteries	\$28.32
69071	3/3/2021	001 008 521 20 31 02	LE-Minor Equipment	Compact Drill/Wrenches/Tool Sets/Tool Chest/Rolling Cabinet	\$1,303.43
69072	3/3/2021	001 008 521 20 31 02	LE-Minor Equipment	Return Drill Impact Kits	(\$10.90)
69074	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Chalk/Utility Knife/Hammer Frame/Tape Measure/Pliers	\$176.45
69076	3/3/2021	001 008 521 50 30 00	LE-Facilities Supplies	Velcro Brand Hook and Loop Fastener	\$14.16
69117	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Door Closer/Circular Saw Blades	\$225.21
69118	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Hub PVC Flexible Coupling	\$8.33
69159	3/3/2021	001 008 521 50 30 00	LE-Facilities Supplies	Holder Tool/Washer Deicer/Deck Screws/Shovels	\$93.69
69166	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Blade Diamond Wheel	\$228.89
69181	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Keys	\$11.41
					\$2,091.33

Vendor: All Battery Sales and Service
Check Number: 52594

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300-10083234	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Tools - Battery Lifter/Crimp/Post Clean Drill/Preventative Pads	\$197.72
300-10083234	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Tools - Battery Lifter/Crimp/Post Clean Drill/Preventative Pads	\$197.72
800-10073886	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Optima Marine PW78	\$863.12
					\$1,258.56

Vendor: Amazon Capital Services
Check Number: 52595

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1FJL-NLXT-KKTL	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Storage Cabinets - Drug Seizure	\$3,154.68
1G7Y-WDQD-HRDF	3/3/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Motorola Travel Chargers	\$446.90
1GY3-PHPT-R1XC	3/3/2021	001 008 521 20 31 00	LE-Office Supplies	Adhesive Paper Backed PVC Cards	\$130.78
1MXN-GR71-HWN4	3/3/2021	001 008 521 20 31 02	LE-Minor Equipment	Credit Wire Surveillance Earpiece	(\$27.17)
1VXY-3L4H-DHXC	3/3/2021	001 008 521 20 31 00	LE-Office Supplies	Paper Towel Dispensers	\$124.20
					\$3,829.39

Vendor: Amazon Capital Services
Check Number: 52596

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16T9-DXMF-MY6M	3/3/2021	001 005 518 10 31 00	HR-Office Supplies	Legal Writing Pads/Badge Holder Reel	\$36.83
19CV-LD7Y-X3JX	3/3/2021	001 006 518 80 31 00	IT-Office Supplies	iPhone Cases	\$217.00
1FJL-NLXT-GWGF	3/3/2021	001 013 518 20 31 00	GG-Operating Costs	Fridge Water Filter	\$45.32
1QNF-7W9R-6TQT	3/3/2021	001 006 518 80 31 00	IT-Office Supplies	Plug Flat Stranded/Ethernet Cable Crimp Connectors	\$20.70
1RJR-YGNN-JMG4	3/3/2021	001 004 514 23 31 00	FI-Office Supplies	AP File Folders	\$35.28
1Y74-3Q7Q-4HNX	3/3/2021	410 016 531 10 31 01	SW-Office Supplies	Clipboards	\$37.04
					\$392.17

Vendor: Barrett

Check Number: 52597

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2500	3/3/2021	411 016 594 31 60 07	Wier Replacement Scope Design	Debris Removal - Outfall	\$1,770.00
2501	3/3/2021	411 016 594 31 60 07	Wier Replacement Scope Design	Debris Removal - Outfall	\$1,275.00
2502	3/3/2021	411 016 594 31 60 07	Wier Replacement Scope Design	Debris Removal - Outfall	\$9,330.00
2525	3/3/2021	411 016 594 31 60 07	Wier Replacement Scope Design	Debris Removal - Outfall	\$5,625.00
2526	3/3/2021	101 016 542 66 31 00	ST-Snow & Ice - Sply	Stock Sand Bunker	\$2,000.00
					\$20,000.00

Vendor: Blue to Gold LLC

Check Number: 52598

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LVS-21-IGS000H	3/3/2021	001 008 521 40 49 01	LE-Registration Fees	Registration-Search/Seizure/Traffic Stops/Criminal Invest Basset	\$379.00
					\$379.00

Vendor: Butler

Check Number: 52599

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030121 BUTLER	3/3/2021	411 016 594 31 60 02	SWC - Capital Purchases	2004 Jeft Craft Board for Stormwater Lake Management Sampling	\$10,000.00
					\$10,000.00

Vendor: Cadman Inc

Check Number: 52600

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5743578	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Street Sweepings Disposal	\$1,524.17
					\$1,524.17

Vendor: Canine Development Group Inc

Check Number: 52601

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020302	3/3/2021	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Yearly Handler Subscription	\$100.00
					\$100.00

Vendor: Canon Financial Services Inc

Check Number: 52602

Invoice No	Check Date	Account Number	Account Name	Description	Amount
26202016	3/3/2021	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$285.26
26231420	3/3/2021	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$17.08
26231420	3/3/2021	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$17.08
					\$319.42

Vendor: CDK Construction Services Inc

Check Number: 52603

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 11 CDK	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Police Station/Evidence Facility Project 18035	\$77,340.88
PROGRESS 11 CDK	3/3/2021	306 000 382 20 00 00	PD Retainage	Retainage Police Station/Evidence Facility Project 18035	(\$3,547.75)
					\$73,793.13

Vendor: CDW Government Inc

Check Number: 52604

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7387443	3/3/2021	001 012 575 50 31 00	CS- Pavillion - Ops	Credit Quattropod Pack Inv XVV2132	(\$1,771.25)
7615967	3/3/2021	001 012 575 50 31 00	CS- Pavillion - Ops	Pro CO Sound Snake	\$628.06
7729918	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	HDTV Dome	\$602.03

7791338	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Shure Combo Wireless System Auto Scan - IT	\$935.10
7852652	3/3/2021	520 008 594 21 63 00	Vehicles - Capital Equip	HAVIS Charge Guard Select - New PD Vehicle	\$77.84
7919370	3/3/2021	520 008 594 21 63 00	Vehicles - Capital Equip	HAVIS Equipment Bracket - New PD Vehicle	\$33.82
8039917	3/3/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Basic Kit Printer - New PD Vehicle	\$456.12
8104469	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Genetec OmniCast Pro Cam - IT	\$5,832.37
					\$6,794.09

Vendor: Central Welding Supply Co Inc

Check Number: 52605

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV289205	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Steel Wire/Pliers/Clamps/Pipeliners Caps	\$384.73
EV289205	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Steel Wire/Pliers/Clamps/Pipeliners Caps	\$384.72

Vendor: Cintas Loc 460

Check Number: 52606

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4076335630	3/3/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$97.37
4076335630	3/3/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$97.37
4076335630	3/3/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$97.36
4077017829	3/3/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$101.32
4077017829	3/3/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$101.32
4077017829	3/3/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$101.31

\$596.05

Vendor: Code Publishing Co Inc

Check Number: 52607

Invoice No	Check Date	Account Number	Account Name	Description	Amount
69080	3/3/2021	001 003 514 20 41 00	CC-Professional Services	2021 Annual Web Hosting Fees	\$475.00

\$475.00

Vendor: Columbia Ford Inc

Check Number: 52608

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3-L2534 K155	3/3/2021	530 016 594 48 60 00	Purchase Of Capital Equipment	2020 Ford F150 (1) Quote 2021-2-85	\$38,702.05
3-L2534 K157	3/3/2021	530 016 594 48 60 00	Purchase Of Capital Equipment	2020 Ford F150 (1) Quote 2021-2-85	\$38,702.05

\$77,404.10

Vendor: Cunningham

Check Number: 52587

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1111	2/23/2021	001 007 571 00 30 00	PL-Park & Recreation	Air Screen Inflatable	\$1,650.00

\$1,650.00

Vendor: Cuz Concrete Products Inc

Check Number: 52609

Invoice No	Check Date	Account Number	Account Name	Description	Amount
276670	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Manhole Top/Gasket/Rings/Cover - 99th Storm	\$2,556.09

\$2,556.09

Vendor: Dataquest LLC

Check Number: 52610

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14219	3/3/2021	001 013 518 20 41 00	GG-Professional Service	Background Checks - New Boards/Commission Members	\$206.70

\$206.70

Vendor: Dept Graphics

Check Number: 52611

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10961	3/3/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Removed Dodge Charger	\$494.10
10963	3/3/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Graphics Installed 2020 Ford Interceptor	\$1,284.66
					\$1,778.76

Vendor: Dept of Licensing

Check Number: 52612

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021321 DOL	3/3/2021	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 01/31/21 thru 02/13/21	\$762.00
022021 DOL	3/3/2021	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/14/21 thru 02/20/21	\$417.00
					\$1,179.00

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022521	3/3/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,665.00
					\$2,665.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022521	3/3/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$66,721.22
					\$66,721.22

Vendor: Dicks Towing Inc

Check Number: 52613

Invoice No	Check Date	Account Number	Account Name	Description	Amount
743059	3/3/2021	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-02107	\$126.27
E192029	3/3/2021	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-03728	\$126.27
E192031	3/3/2021	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-03822	\$126.27
					\$378.81

Vendor: Dimensional Communications

Check Number: 52614

Invoice No	Check Date	Account Number	Account Name	Description	Amount
41238	3/3/2021	001 006 518 80 41 00	IT-Professional Services	Technicial Review AV System in The Mill	\$479.60
					\$479.60

Vendor: Dooley Enterprises Inc

Check Number: 52615

Invoice No	Check Date	Account Number	Account Name	Description	Amount
59593	3/3/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ammunition	\$674.47
					\$674.47

Vendor: Dunlap Industrial Hardware

Check Number: 52616

Invoice No	Check Date	Account Number	Account Name	Description	Amount
333422-1	3/3/2021	410 016 531 10 26 00	SW Clothing-Boot Allowance	Bib Zip>Thigh	\$93.31
333592-1	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Chest Waders/Steel Toe Boots - Stone K	\$625.79
333943-1	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Side Box/Truck Rack/Ratchet Straps PW9	\$1,855.62
					\$2,574.72

Vendor: EASL Inc

Check Number: 52617

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LS-0321	3/3/2021	001 013 518 20 41 00	GG-Professional Service	Strateqic Communication Services 02-2021	\$5,000.00 \$5,000.00

Vendor: Economic Alliance Snohomish County

Check Number: 52618

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-111	3/3/2021	001 013 518 90 49 02	GG-Economic Alliance	2021 EASC Annual Investment	\$3,000.00 \$3,000.00

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022521	3/3/2021	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$92,931.71
022521Gailey	3/3/2021	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes - Gailey	\$1,166.84 \$94,098.55

Vendor: Everett Steel Inc

Check Number: 52619

Invoice No	Check Date	Account Number	Account Name	Description	Amount
320538	3/3/2021	302 010 594 76 61 09	PM - Davies Beach	Alum Channels/Rect Ubes/Angles	\$2,424.67 \$2,424.67

Vendor: Evergreen Concrete Cutting Inc

Check Number: 52620

Invoice No	Check Date	Account Number	Account Name	Description	Amount
225513	3/3/2021	101 016 542 30 48 00	ST-Repair & Maintenance	Asphalt Cutting 1415 S Lake Stevens Rd	\$768.45
225569	3/3/2021	410 016 531 10 48 00	SW-Repairs & Maintenance	Drilled Core Hole	\$408.75 \$1,177.20

Vendor: Ewing

Check Number: 52621

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081520 EWING RE	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Reissue Check 51172 Edger Blades - Volunteer Clean Up	\$15.25 \$15.25

Vendor: Fastenal Company

Check Number: 52622

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN146196	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Filters	\$21.28
WAARN146308	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Air Purifying Respirator Facepiece/Respirator Cartridge	\$140.90 \$162.18

Vendor: Feldman and Lee

Check Number: 52623

Invoice No	Check Date	Account Number	Account Name	Description	Amount
02-2021 FELDMAN	3/3/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 02-2021	\$10,000.00 \$10,000.00

Vendor: Gardner

Check Number: 52624

Invoice No	Check Date	Account Number	Account Name	Description	Amount
816	3/3/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Install PD Equipment PT-93	\$2,061.50

817	3/3/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Install Police Equipment PT-21-95	\$2,061.50
					\$4,123.00

Vendor: Gassaway

Check Number: 52625

Invoice No	Check Date	Account Number	Account Name	Description	Amount
043019 GASSAWY2	3/3/2021	001 007 558 50 32 00	PL-Fuel	Reissue #47750 Reimburse - Fuel City Vehicle - Gassaway	\$58.62
081319 GASSAWY2	3/3/2021	001 007 558 50 32 00	PL-Fuel	Reissue #48451 Reimburse - Fuel City Vehicle - Gassaway	\$50.17

\$108.79

Vendor: Glens Welding & Machine Inc

Check Number: 52626

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S14381	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Fuel Filters/Chains/Bars	\$230.83
S14398	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Carbide Chain	\$98.88
S14626	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Carbide Chain	\$174.38

\$504.09

Vendor: Grainger

Check Number: 52627

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9816963343	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Fit Testing Kit Irritant Smoke	\$156.18
9816963350	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Permanent Markers	\$15.05

\$171.23

Vendor: Granite Construction Supply

Check Number: 52628

Invoice No	Check Date	Account Number	Account Name	Description	Amount
90246	3/3/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Sign Post Anchors	\$1,113.37
90247	3/3/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - Road Closed to Thru Traffic	\$274.50
90251	3/3/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Rental Road Closed to Thru Traffic	\$9.88

\$1,397.75

Vendor: Grating Pacific LLC

Check Number: 52629

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0217949-IN	3/3/2021	302 010 594 76 61 09	PM - Davies Beach	Deck Panels	\$11,402.50

\$11,402.50

Vendor: HDR Engineering Inc

Check Number: 52630

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1200328641	3/3/2021	304 016 595 60 60 05	Trestle/HOV Lane	Engineering Services - 20th Street BAT Lane Impr	\$17,569.92

\$17,569.92

Vendor: Highmark Capital LLC

Check Number: 52631

Invoice No	Check Date	Account Number	Account Name	Description	Amount
67368	3/3/2021	001 012 594 75 64 00	CS- Pavillion - Capital	Carpet in Council Chambers in the Mill - Final Payment	\$5,283.92
67405	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Signs w/Braile Delivered & Installed at New Police Station	\$3,560.92
67408	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Chairs	\$593.60
67426	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Flooring Install - New Police Station	\$17,441.03

\$26,879.47

Vendor: Home Depot
Check Number: 52632

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2015330	3/3/2021	001 013 518 20 31 00	GG-Operating Costs	Alum Roll Flashing/Self-Drilling/Utility Knife/Snipers - CH Roof	\$70.43
4013635	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Black Poly Sheeting/Roll Insulation	\$1,363.30
5013521	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Concrete Mix	\$208.70
6014772	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Steel Prehung Inswing Doors w/Brickmould	\$182.00
6014772	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Steel Prehung Inswing Doors w/Brickmould	\$182.00
6014772	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Steel Prehung Inswing Doors w/Brickmould	\$182.00
7014699	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Roll Insulation/Spray Bottle/Glass Scraper Blades/Goof Off	\$88.65
7023447	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Lumber/Nails	\$32.97
7023447	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Lumber/Nails	\$32.97
7023447	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Lumber/Nails	\$32.97
9062278	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Grounding Kit	\$6.17
9521867	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Hex Sockets/Sq Covers/Clear Lid Organizer/Gear Cart	\$176.58
					\$2,558.74

Vendor: Honey Bucket
Check Number: 52633

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551950635	3/3/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	\$156.75
0551956837	3/3/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$123.50
					\$280.25

Vendor: HSA Bank
Check Number: 52589

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022521	2/24/2021	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$337.50
					\$337.50

Vendor: HW Lochner Inc
Check Number: 52634

Invoice No	Check Date	Account Number	Account Name	Description	Amount
05	3/3/2021	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	\$59,924.24
					\$59,924.24

Vendor: ICONIX Waterworks US Inc
Check Number: 52635

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2116006856	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	PVC Pipe/Coupling/Tees	\$38.08
U2116006856	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	PVC Pipe/Coupling/Tees	\$38.07
U2116006856	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	PVC Pipe/Coupling/Tees	\$38.07
U2116006971	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Test Plug/PVC	\$16.20
U2116006971	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Test Plug/PVC	\$16.20
U2116006971	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Test Plug/PVC	\$16.20
U2116007640	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Pipe - 99th Storm	\$4,442.84
U2116007917	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Aluminum CMP Tee/Pipe/Band/Gasket - 99th Storm	\$2,161.04
					\$6,766.70

Vendor: Industrial Bolt & Supply Inc

Check Number: 52636

Invoice No	Check Date	Account Number	Account Name	Description	Amount
748913-1	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Hex Bolts/Brake & Parts Cleaner	\$227.85
749166-1	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Crimp Steel	\$50.86
					\$278.71

Vendor: Iron Mountain Quarry LLC

Check Number: 52637

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0313405	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Rock	\$384.64
0313434	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Rock	\$164.05
0313746	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Rock	\$181.76
					\$730.45

Vendor: Irwin

Check Number: 52638

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071019 IRWIN 2	3/3/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Reissue #48075 PerDiem - Meal BAC-SFST Burlington - Irwin	\$16.00
090119 IRWIN 3	3/3/2021	001 008 521 20 32 00	LE-Fuel	Reissue #50227 Fuel PT61 - Irwin	\$20.00
					\$36.00

Vendor: J Thayer Company Inc

Check Number: 52639

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1508473-0	3/3/2021	001 008 521 20 31 00	LE-Office Supplies	Kleenex/Envelopes/USB Drives	\$211.11
1508733-0	3/3/2021	001 013 518 20 31 00	GG-Operating Costs	Banker Boxes/Calendar/Krazy Glue	\$80.75
1508733-0	3/3/2021	410 016 531 10 31 01	SW-Office Supplies	Clipboards	\$13.50
1508733-0	3/3/2021	101 016 544 90 31 01	ST-Office Supplies	Clipboards	\$13.50
1510002-0	3/3/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Folders/Sheet Protectors - Permitting Supplies	\$85.48
1510002-0	3/3/2021	001 013 518 20 31 00	GG-Operating Costs	Towel Dispenser/Paper/Hand Soap/Batteries	\$234.42
C1510002-0	3/3/2021	001 013 518 20 31 00	GG-Operating Costs	Credit Towel Dispenser	(\$119.66)
					\$519.10

Vendor: Jamie S Kim PS Inc

Check Number: 52640

Invoice No	Check Date	Account Number	Account Name	Description	Amount
XZ0320959	3/3/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
					\$300.00

Vendor: Lake Industries LLC

Check Number: 52641

Invoice No	Check Date	Account Number	Account Name	Description	Amount
287399	3/3/2021	101 016 542 66 31 00	ST-Snow & Ice - Sply	Washed Screened Sand	\$987.54
287419	3/3/2021	101 016 542 66 31 00	ST-Snow & Ice - Sply	Washed Screened Sand/Screened Bank Sand	\$1,878.51
39400	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Debris Removal - Rowing Club	\$708.00
39401	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Broken Concrete Removal - Rowing Club	\$96.00
39403	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Broken Concrete Removal - Rowing Club	\$400.00
39409	3/3/2021	411 016 594 31 60 07	Wier Replacement Scope Design	Debris Removal - Outfall	\$84.00
39411	3/3/2021	411 016 594 31 60 07	Wier Replacement Scope Design	Debris Removal - Outfall	\$84.00
39413	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Debris Removal - PW Yard Clean Out	\$476.00
39418	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Concrete with Metal - Rowing Club	\$144.00
					\$4,858.05

Vendor: Lake Stevens Chamber of Commerce

Check Number: 52642

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030121 CHAMBER	3/3/2021	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 03-2021	\$1,500.00
					\$1,500.00

Vendor: Lake Stevens Police Guild

Check Number: 52590

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022521	2/24/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,192.50
					\$1,192.50

Vendor: Land Development Consultants Inc

Check Number: 52643

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22664	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	North Cove Park Plaza Construction Staking	\$958.89
22665	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street Design	\$11,509.98
					\$12,468.87

Vendor: Levitan

Check Number: 52644

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022221 LEVITAN	3/3/2021	001 007 558 50 49 01	PL-Staff Development	Reimburse - 2021 APA/AICP Membership - Levitan	\$575.00
					\$575.00

Vendor: McLoughlin & Eardley Group Inc

Check Number: 52645

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0254223	3/3/2021	001 008 521 50 30 02	LE-Fleet Minor Equipment	Magnetic Mikes	\$790.26
0254312	3/3/2021	001 008 521 50 30 02	LE-Fleet Minor Equipment	Microphones	\$1,167.40
					\$1,957.66

Vendor: McWethy

Check Number: 52646

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9Z0915281	3/3/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$450.00
XZ0232775	3/3/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
					\$750.00

Vendor: Mehrer Drywall Inc

Check Number: 52647

Invoice No	Check Date	Account Number	Account Name	Description	Amount
26202-01	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Ceiling Tile Installation PD Training Room	\$6,320.91
					\$6,320.91

Vendor: Method Barricade & Construction Supply LLC

Check Number: 52648

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14275	3/3/2021	101 016 542 66 31 00	ST-Snow & Ice - Sply	Delineator w/Base & Traffic Barrel	\$2,370.64
14327	3/3/2021	101 016 542 66 31 00	ST-Snow & Ice - Sply	Signs - Object Markers	\$379.32
					\$2,749.96

Vendor: Millerstoultine

Check Number: 52649

Invoice No	Check Date	Account Number	Account Name	Description	Amount
02022130542	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Combination Drive/Metric Service Set/Bearing Seal Set	\$252.52

02022130542	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Combination Drive/Metric Service Set/Bearing Seal Set	\$252.51
02022130542	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Combination Drive/Metric Service Set/Bearing Seal Set	\$252.52
02092130838	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Drive Spark Plug Set	\$141.61
02092130838	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Drive Spark Plug Set	\$141.61
02092130838	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Drive Spark Plug Set	\$141.61
					\$1,182.38

Vendor: MPH Industries Inc

Check Number: 52650

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6013638	3/3/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Brakets New PD Vehicles	\$210.35
					\$210.35

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022521	3/3/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,729.65
					\$4,729.65

Vendor: Northwest Professional Resid & Comm Construction

Check Number: 52651

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5175	3/3/2021	001 010 576 80 48 00	PK-Repair & Maintenance	Repair/Replace Line Posts/Top Rail/Chain Link Mesh Lundein	\$1,090.00
					\$1,090.00

Vendor: O Reilly Auto Parts

Check Number: 52652

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-240703	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Oil Filters	\$11.72
2960-240703	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Oil Filters	\$11.72
2960-241842	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Mini Lamp	\$4.31
2960-241843	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Gloves	\$76.61
2960-242002	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Spark Plugs PW23	\$96.27
2960-242089	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Cables	\$54.50
2960-242171	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Battery PW42	\$132.34
2960-243190	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	Battery PW47	\$64.91
2960-243190	3/3/2021	410 016 531 10 31 02	SW-Operating Costs	Battery PW47	\$64.92
2960-243374	3/3/2021	101 016 544 90 31 02	ST-Operating Cost	U-Joint PW78	\$16.54
					\$533.84

Vendor: Ogden Murphy Wallace PLLC

Check Number: 52653

Invoice No	Check Date	Account Number	Account Name	Description	Amount
847461	3/3/2021	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 01-2021	\$16,284.50
847461	3/3/2021	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 01-2021	\$2,688.00
847461	3/3/2021	401 070 535 10 41 00	SE-Professional Service	Legal Services 01-2021	\$8,030.00
					\$27,002.50

Vendor: Outcomes by Levy LLC

Check Number: 52654

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-02-LS	3/3/2021	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting 02-2021	\$4,800.00
					\$4,800.00

Vendor: Pilchuck Equipment Rental and Sales

Check Number: 52655

Invoice No	Check Date	Account Number	Account Name	Description	Amount
111295	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Double Drum Roller Rental NC Phase 3	\$1,510.96
					\$1,510.96

Vendor: Pilchuck Veterinary Hospital

Check Number: 52656

Invoice No	Check Date	Account Number	Account Name	Description	Amount
714465	3/3/2021	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Annual Vaccines	\$77.04
					\$77.04

Vendor: Proforce Marketing Inc

Check Number: 52657

Invoice No	Check Date	Account Number	Account Name	Description	Amount
440446	3/3/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Firearm Mount Lights/Sights/Polymer Rail Section 3 Slots	\$918.81
					\$918.81

Vendor: Purchase Power

Check Number: 52658

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01831977 0221	3/3/2021	001 007 558 50 42 00	PL-Communication	Postage	\$82.07
01831977 0221	3/3/2021	410 016 531 10 42 00	SW-Communications	Postage	\$0.57
01831977 0221	3/3/2021	001 013 518 20 42 00	GG-Communication	Postage	\$216.79
01831977 0221	3/3/2021	101 016 543 30 42 00	ST-Communications	Postage	\$0.57
					\$300.00

Vendor: Sherwin-Williams Co

Check Number: 52659

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4273-4	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Paint	\$47.95
					\$47.95

Vendor: Snohomish County Human Services Dept

Check Number: 52660

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000551719	3/3/2021	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	Q4 2020 Liquor Excise Taxes	\$2,443.46
					\$2,443.46

Vendor: Snohomish County Public Works

Check Number: 52661

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000551657	3/3/2021	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maint 01-2021	\$2,426.42
					\$2,426.42

Vendor: Snohomish County PUD

Check Number: 52662

Invoice No	Check Date	Account Number	Account Name	Description	Amount
138417950 (2)	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue #52211 - 205320781 SR92 Roundabout at 99th	\$56.23
141734040 (2)	3/3/2021	001 008 521 50 47 00	LE-Facility Utilities	Reissue #52211 - 203033030 Police Dept Water	\$63.45
141734040 (2)	3/3/2021	001 008 521 50 47 00	LE-Facility Utilities	Reissue #52211 - 203033030 Police Dept Electric	\$574.91
141738565 (2)	3/3/2021	410 016 531 10 47 00	SW-Utilities	Reissue #52211 - 202340527 Decant Yard	\$37.48
141738565 (2)	3/3/2021	101 016 543 50 47 00	ST-Utilities	Reissue #52211 - 202340527 Decant Yard	\$37.48
141738565 (2)	3/3/2021	001 010 576 80 47 00	PK-Utilities	Reissue #52211 - 202340527 Decant Yard	\$37.48

145063239 (2)	3/3/2021	001 010 576 80 47 00	PK-Utilities	Reissue #52211 - 222191298 North Cove Park Water	\$56.61
145068249 (2)	3/3/2021	410 016 531 10 47 00	SW-Utilities	Reissue #52211 - 203599006 City Shop Electric/Water	\$252.43
145068249 (2)	3/3/2021	001 010 576 80 47 00	PK-Utilities	Reissue #52211 - 203599006 City Shop Electric/Water	\$252.43
145068249 (2)	3/3/2021	101 016 543 50 47 00	ST-Utilities	Reissue #52211 - 203599006 City Shop Electric/Water	\$252.43
145068612 (2)	3/3/2021	001 010 576 80 47 00	PK-Utilities	Reissue #52211 - 222509887 Davies Beach Electric/Water	\$93.83
151646753 (2)	3/3/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Reissue #52211 - 222450314 - 1819 S Lake Stevens Rd Commercial	\$683.87
151648564 (2)	3/3/2021	001 010 576 80 47 00	PK-Utilities	Reissue #52211 - 222205049 Nourse Park Electric	\$24.02
154891736 (2)	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue #52211 - 201860178 Traffic Signal 9101 Market Pl	\$158.65
154896044 (2)	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue #52211 - 200363505 Traffic Signal	\$90.75
158091864 (2)	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue #52211 - 205338056 SR92 Roundabout at 113th	\$56.27
158092344 (2)	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue #52211 - 202648705 Street Lights	\$51.13
161261561 (2)	3/3/2021	001 010 576 80 47 00	PK-Utilities	Reissue #52211 - 201487055 2424 Soper Hill Rd Mobile Electric	\$66.62
161261561 (2)	3/3/2021	001 010 576 80 47 00	PK-Utilities	Reissue #52211 - 201487055 2424 Soper Hill Rd Mobile Water	\$74.66
					\$2,920.73

Vendor: Snohomish County PUD

Check Number: 52663

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100487309	3/3/2021	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$302.48
100487309	3/3/2021	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$302.48
100487309	3/3/2021	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$302.48
108818948	3/3/2021	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$84.59
108818948	3/3/2021	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$341.01
108818948	3/3/2021	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$168.06
108818948	3/3/2021	001 012 572 20 47 00	CS- Library-Utilities	200206019 Library Electric	\$632.31
108818948	3/3/2021	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	\$16.60
108818948	3/3/2021	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$58.09
108818948	3/3/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	200206019 The Mill Electric	\$517.32
108818948	3/3/2021	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$264.60
108818948	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$34.08
108818948	3/3/2021	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$204.85
108824101	3/3/2021	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$49.95
108824101	3/3/2021	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$49.96
108824101	3/3/2021	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$49.94
112116340	3/3/2021	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Water/Electric	\$453.19
115412098	3/3/2021	001 010 576 80 47 00	PK-Utilities	222625881 8801 Frontier Cir W Water	\$53.18
115412597	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$80.57
122035363	3/3/2021	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 - 1819 S Lake Stevens Rd Commercial	\$662.46
128627513	3/3/2021	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	\$54.56
128627514	3/3/2021	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	\$27.61
131947042	3/3/2021	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$18.32
138453672	3/3/2021	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	\$70.92
145099368	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$75.82
145099368	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$179.34
148389557	3/3/2021	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	\$24.36
148390331	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$52.29
148392964	3/3/2021	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	\$139.37
154927963	3/3/2021	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$17.74
154928496	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$65.09

164510619	3/3/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$55.18
167726740	3/3/2021	001 008 521 50 47 00	LE-Facility Utilities	204719082 New PD Station Water/Electric	\$1,164.89
Vendor: Sound Equipment Rental & Sales					\$6,573.69

Vendor: Sound Equipment Rental & Sales

Check Number: 52664

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19500	3/3/2021	410 016 531 10 45 01	SW-Rentals-Leases	Excavator Rental Returned	\$1,656.73
					\$1,656.73

Vendor: Sound Publishing Inc

Check Number: 52665

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH919231	3/3/2021	001 007 558 50 41 03	PL-Advertising	2021 Comprehensive Plan	\$137.20
EDH919587	3/3/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2020-0022 Callow Green SEPA DNS	\$79.80
EDH919794	3/3/2021	001 013 518 30 41 01	GG-Advertising	Ordinance 1110	\$44.80
EDH920354	3/3/2021	001 007 558 50 41 03	PL-Advertising	LUA2021-0017 NC Park Pedestrian Bridges	\$84.00
					\$345.80

Vendor: Sound Safety Products Co Inc

Check Number: 52666

Invoice No	Check Date	Account Number	Account Name	Description	Amount
29311/6	3/3/2021	410 016 531 10 26 00	SW Clothing-Boot Allowance	Boots - Ubert R	\$304.10
395466/1	3/3/2021	410 016 531 10 26 00	SW Clothing-Boot Allowance	Zip Overalls - Nedrow N	\$109.79
395469/1	3/3/2021	410 016 531 10 26 00	SW Clothing-Boot Allowance	Zip Overalls - MacDonald C	\$109.79
396570/1	3/3/2021	410 016 531 10 26 00	SW Clothing-Boot Allowance	Boots - Bailey T	\$310.71
					\$834.39

Vendor: Sound Security Inc

Check Number: 52667

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1002888	3/3/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	Fire & Security Monitoring The Mill	\$392.52
1002888	3/3/2021	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	\$563.52
					\$956.04

Vendor: SRV Construction Escrow Acct 101787002

Check Number: 52668

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1269-04 RETAIN	3/3/2021	304 016 595 60 60 05	Trestle/HOV Lane	Retainage US2 Trestle HOV/Jump Ln Project 18021	\$4,335.27
					\$4,335.27

Vendor: SRV Construction Inc

Check Number: 52669

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1269-04	3/3/2021	304 016 595 60 60 05	Trestle/HOV Lane	US2 Trestle HOV/Jump Ln Project 18021	\$82,369.74
					\$82,369.74

Vendor: SSHI LLC

Check Number: 52670

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030121 HORTON 1	3/3/2021	003 000 322 10 00 00	Building Permits	Refund BLD2020-0745 Plan Review Duplicate Pymt DR Horton	\$461.35
030121 HORTON 2	3/3/2021	003 000 322 10 00 00	Building Permits	Refund BLD2020-0746 Plan Review Duplicate Pymt DR Horton	\$519.85
030121 HORTON 3	3/3/2021	003 000 322 10 00 00	Building Permits	Refund BLD2020-0747 Plan Review Duplicate Pymt DR Horton	\$505.55
					\$1,486.75

Vendor: Stewart Investments Inc

Check Number: 52671

Invoice No	Check Date	Account Number	Account Name	Description	Amount
P967	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Police Station Interview Camera/Sound Control System	\$7,438.27 \$7,438.27

Vendor: Stop Stick LTD

Check Number: 52672

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0019752-IN	3/3/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Trays	\$280.13 \$280.13

Vendor: Superior Concrete Inc

Check Number: 52588

Invoice No	Check Date	Account Number	Account Name	Description	Amount
78883	2/23/2021	309 016 595 61 63 01	Sidewalk Construction	Replace Driveway - 11408 17th Pl NE	\$10,284.16 \$10,284.16

Vendor: Symbol Arts

Check Number: 52673

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0367457-IN	3/3/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	PD Badges	\$364.60 \$364.60

Vendor: TargetSolutions Learning LLC

Check Number: 52674

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV20664	3/3/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Scheduling Platform - PD	\$8,199.02 \$8,199.02

Vendor: Technological Services Inc

Check Number: 52675

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18956	3/3/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Battery/Electrical Testing/Express Lube/Detailing A-13-51	\$1,713.30
19086	3/3/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Fluids/Tires/Brake Repair PT-16-60	\$1,478.99
19091	3/3/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Fluids/Oil/Brake Inspect I-17-76	\$81.14
19141	3/3/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Fluids/Oil/Tire Rotation PT-18-78	\$74.66
19142	3/3/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tires 2020 Explorer Hybrid	\$170.04
19157	3/3/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Fluids/Oil A-20-91	\$39.20

\$3,557.33

Vendor: TranTech Engineering LLC

Check Number: 52676

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020004-11	3/3/2021	411 016 594 31 60 05	Catherine Creek/36th St Bridge	Catherine Creek Bridge Monitoring/Replacement	\$1,127.40 \$1,127.40

Vendor: Ubert

Check Number: 52677

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022421 UBERT R	3/3/2021	410 016 531 10 49 00	SW-Miscellaneous	Reimburse - CDL Renewal - Ubert R	\$102.00 \$102.00

Vendor: United Rentals North America Inc

Check Number: 52678

Invoice No	Check Date	Account Number	Account Name	Description	Amount
190409815-001	3/3/2021	306 000 594 21 60 00	Police Dept Project Account	Scissor Lieft Rental - New Police Station	\$765.92 \$765.92

Vendor: US Postal Service

Check Number: 52679

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030121	3/3/2021	001 013 518 20 31 00	GG-Operating Costs	Annual Post Office Box Rental Fee	\$284.00 \$284.00

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 52591

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022521	2/24/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$412.35 \$412.35

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 52592

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022521	2/24/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,584.17 \$2,584.17

Vendor: Wachtveitl

Check Number: 52680

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100919 WACHTV 2	3/3/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Reissue #48820 PerDiem - Meal First Responder Peer Support	\$20.00 \$20.00

Vendor: Washington State Dept of Ecology

Check Number: 52681

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-WAR045523B-1	3/3/2021	410 016 531 10 41 08	SW-DOE Annual Permit	Muni Stormwater Phase 2 Permit Fee FY2021	\$12,412.62 \$12,412.62

Vendor: Washington State Dept of Health

Check Number: 52682

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030121 DOH	3/3/2021	111 008 521 20 31 01	Drug Seize - Canine Supplies	Annual Drug Dog Handlers Registration Fee	\$55.00 \$55.00

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022521	3/3/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$569.50 \$569.50

Vendor: Wave Broadband

Check Number: 52683

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0122365301-0008663	3/3/2021	001 008 521 20 42 00	LE-Communication	Telephone Service	\$682.04 \$682.04

Vendor: Weed Graafstra & Associates Inc

Check Number: 52684

Invoice No	Check Date	Account Number	Account Name	Description	Amount
160	3/3/2021	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$1,495.00 \$1,495.00

Vendor: Weeks & Weeks Inc

Check Number: 52685

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19447	3/3/2021	001 010 576 80 31 00	PK-Operating Costs	Towing Services	\$304.92 \$304.92

Vendor: Welch Comer & Associates Inc

Check Number: 52686

Invoice No	Check Date	Account Number	Account Name	Description	Amount
55000020-007	3/3/2021	309 016 595 61 60 02	Sidewalk Cap - 117th Ave NE	Preliminary Design 117th Ave Sidewalk	\$3,935.00 \$3,935.00

Vendor: Willards Pest Control Co

Check Number: 52687

Invoice No	Check Date	Account Number	Account Name	Description	Amount
289337	3/3/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Pest Control PD S Lake Stevens Rd	\$185.30 \$185.30

Vendor: WM Corporate Services Inc

Check Number: 52688

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0022906-2236-0	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Dumpster - Profile Fee	\$75.00
0023188-2236-4	3/3/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Dumpster Service - North Cove Phase 3	\$4,056.00 \$4,131.00

Vendor: Wynne and Sons Inc

Check Number: 52689

Invoice No	Check Date	Account Number	Account Name	Description	Amount
67745	3/3/2021	001 004 514 23 31 00	FI-Office Supplies	Window Envelopes 2000	\$281.80 \$281.80

Vendor: Zachor and Thomas Inc PS

Check Number: 52690

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-LKS0002	3/3/2021	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 02-2021	\$13,287.00 \$13,287.00

CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL/RETREAT MEETING MINUTES
Friday, January 29, 2021 and Saturday, January 30, 2021
By Remote Participation via Zoom

CALL TO ORDER: 9:00 a.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Steve Ewing and Marcus Tageant

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, City Engineer Grace Kane, Capital Projects Manager Aaron Halvorson, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, IT Director Troy Stevens and Police Chief John Dyer

Friday, January 29, 2021

The meeting was called to order at 9:00 a.m. by Mayor Brett Gailey.

The retreat was interrupted at approximately 9:15 a.m. and had to be restarted.

The meeting was called back to order at 9:42 a.m.

Capital Priorities for the Council

Capital Projects Manager Halvorson reviewed the 2021 Capital Projects with the Council in the areas of Facilities, Parks, Transportation, Surface Water and Beautification.

Council discussed the projects.

The Council took a break from 10:33 a.m. to 10:45 a.m.

Civic Center Update

Director Wright stated that the City, Sno-Isle Libraries and the Lake Stevens Sewer District (LSSD) along with Consultant Stowe Development have been working on a development plan for a proposed civic center located near Chapel Hill. Director Wright gave an update on the project. Council discussed the next steps.

Retreat takeaway: Staff will follow-up with Community Transit on a bus stop at the Chapel Hill Civic Center.

Council and staff also discussed the relocation of the Sno-Isle Library and updates on the Downtown Plan.

Retreat takeaway: Staff will follow-up with Sno-Isle Library on their IT needs for their move to the old Police Station on Grade Road.

Fireworks

Council and staff discussed bringing a ballot measure in November to place a ban on fireworks.

Retreat takeaway: Staff will work with the election's office and continue to pursue placing this on the ballot in November.

A few more discussion items were added to the agenda:

Broadband and LID Funding Districts

Mayor Gailey discussed the Washington Broadband survey results with the Council. He also discussed an idea of a funding district that would follow the school boundaries for sidewalk improvements.

Council took a break for lunch at 11:51 a.m. to 12:30 p.m.

Councilmember Frederick left the meeting for another commitment from 11:30 a.m. to 12:30 p.m.

Rural Urban Transition Area/Annexations

Senior Planner Levitan gave an update to the Council on the Southeast Interlocal and Machias Industrial annexations and other potential future annexations.

Retreat takeaway: Council supports the continued work and looking at the area south and north of Highway 92.

Hazard Pay Policy

Director Warrington discussed hazard pay going forward and whether hazard pay should be tied to when staff receive their vaccinations.

Retreat takeaway: Staff will bring back this item in approximately 4 weeks to a Council workshop for further discussion.

Council took a break from 1:45 p.m. to 1:55 p.m.

Equity 2021

Councilmember Jorstad discussed equity in the City with the diverse population. The Council discussed starting conversations with the community.

Retreat takeaway: If this becomes an official City board, the board members should be appointed to the committee through the established City procedures.

The following agenda items were added to Friday's agenda:

Youth Council

Councilmember Daughtry and Councilmember Frederick gave an update on the formation of a Youth Council.

Retreat takeaway: Continue to pursue the Youth Council.

Council Procedures

Councilmember Daughtry discussed possible changes to the Council Procedures.

Adjourn

Hearing no further business, Mayor Gailey adjourned the retreat at 3:05 p.m.

Saturday, January 30, 2021

The meeting was called to order at 9:00 a.m. by Mayor Brett Gailey.

The Council recessed to executive session at 9:01 a.m. to discuss potential litigation per RCW 42.30.110 (1) (i) for approximately 15 minutes.

At 9:21 a.m., the executive session was extended for an additional 5 minutes.

At 9:26 a.m., the executive session was extended for an additional 5 minutes.

The executive session ended at 9:30 a.m.

Frontier Village Vision/Hartford Machias Industrial Planning

Council and staff discussed the vision for Frontier Village and potential urban growth area applications. Council discussed priority areas.

Retreat takeaway: Council discussed looking at other alternatives to the Hartford Industrial Area.

Strategies with City of Everett

Mayor Gailey stated that he will be meeting with the Mayor of the City of Everett. There are developers that want to develop along 20th Street. Mayor Gailey said he will be walking the area with the Mayor of Everett in hopes to come to an agreement.

Adjourn

Hearing no further business, Mayor Gailey adjourned the retreat at 11:04 a.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

Tuesday, February 16, 2021
By Remote Participation via Zoom

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Marcus Tageant and Steve Ewing

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, Senior Planner David Levitan and Parks Planning & Development Coordinator Jill Meis.

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

Amendments to SEPA Exemptions for Minor New Construction and Infill Development

Senior Planner Levitan explained that staff requests Council direction on moving forward with the Planning Commission's recommendation, which is to 1) raise the minor new construction thresholds and 2) not adopt an infill exemption ordinance. Council discussed the method for increasing the thresholds and coming back with a more concrete analysis for appropriate thresholds. Staff will go back to the Planning Commission to discuss this further.

Parks and Recreation Planning Board Code Amendment Allowing a Nine Member Board

Parks Coordinator Meis explained that the Parks and Recreation Planning Board is comprised of seven members and are an advisory board to staff, Mayor and City Council. With the dissolution of the Arts Commission and some of the duties shifted to the Park Board, staff recommends the increase in size of the board to create effective subcommittees. The Council interview committee held interviews and have three excellent candidates ready to be appointed. The Council agreed to bring this back to the next Council meeting for adoption.

Adjourn:

Hearing no further business, the meeting adjourned at 7:08 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
Tuesday, February 23, 2021
By Remote Participation via Zoom

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Marcus Tageant and Steve Ewing

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, Senior Planner David Levitan and City Attorney Greg Rubstello

Call to Order:

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

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present.

Approval of Agenda:

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

Citizen Comments:

Gabe, citizen of Lake Stevens. Gabe stated that he is concerned with the speeding on Lundein.

Council Business:

Councilmember Ewing thanked the community for the success of the Jim Barnes blood drive. He also thanked staff for the work on the Farmers Market and Skyhawks camps.

Councilmember Dickinson thanked the senior center for their work. She also relayed that she attended an implicit bias webinar.

Councilmember Daughtry stated that he attended the SCCIT meeting.

Guest Business:

Heather Thomas from the Snohomish Health District gave an update to the Council on the pandemic.

Consent Agenda:

MOTION: Councilmember Tageant made a motion, seconded by Councilmember Petershagen, to approve the consent agenda. The motion passed 7-0-0-0.

The consent agenda included the following:

Vouchers

City Council Meeting Minutes of February 9, 2021

Farmers Contract with Mockingjay Press

ILA with Snohomish County for Frontier Heights Park

ILA with Snohomish County for Centennial Trail Connection

First Addendum to Sno-Isle Library Annexation Agreement

Washington State Parks Marine Program Interagency Agreement

Ordinance 1111 - Code Amendments to 2.56.020 for a 9 Member Park Board

Appointments to the Library Board

Recreation Contract with Skyhawks

Public Hearing:

2021 Comprehensive Plan Docket

Senior Planner Levitan explained that under the Growth Management Act, the City can amend its Comprehensive Plan and Future Land Use Map once per year, with a few exceptions, through an annual docket process. The purpose of this meeting is to provide a list of City-initiated map and text amendments for the Council's consideration in setting the 2021 Comprehensive Plan Docket through Resolution 2021-04. The proposed docket includes items identified by the Council for review, technical updates, and mandatory updates for some elements.

Mayor Gailey opened the public hearing at 6:37 p.m.

There were no comments from the audience.

Mayor Gailey closed the public hearing at 6:37 p.m.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Frederick, to approve Resolution 2021-04, the 2021 Docket. The motion passed 7-0-0-0.

Action Items:

Ordinance 1094 to Annex the Machias Industrial Area

Director Wright explained that the action before the City Council is to approve Ordinance 1094 annexing the area known as the Machias Industrial Annexation. This annexation has been discussed at several previous Council meetings.

After annexing the territory, staff will prepare and send census data to the Office of Financial Management. A contract census taker is scheduled to do this work. The City will send a welcome packet to the owners of record in the area.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Jorstad, to approve Ordinance 1094 to Annex the Machias Industrial Area. The motion passed 7-0-0-0.

Resolution 2021-03 Fees

Director Wright explained that the fee resolution before the Council adjusts fees for City licenses, permits and other services.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Dickinson, to approve Resolution 2021-03 Fees. The motion passed 7-0-0-0.

Executive Session:

The meeting recessed to executive session at 6:47 p.m. to discuss Potential Litigation or Litigation per RCW 42.30.110 (1) (i) and Collective Bargaining for approximately 20 minutes.

The meeting reconvened to regular session at 7:10 p.m.

Action Items:

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Tageant, to move forward with the Guild MOU (Memorandum of Understanding). The motion passed 7-0-0-0.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Petershagen, to approve abatement at 3017 101st Avenue NE, Lake Stevens, Washington. The motion passed unanimously.

Adjourn:

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Daughtry, to adjourn the meeting at 7:14 p.m. The motion passed 7-0-0-0.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda March 9, 2021
Date:

Subject: Jail Services between Snohomish County and the City of Lake Stevens

Contact

Person/Department: Kelly Chelin, City Clerk
John Dyer, Chief of Police

Budget Impact:

Legal Review:

N/A

See Below

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute the Interlocal Agreement between Snohomish County and the City of Lake Stevens

SUMMARY/BACKGROUND:

The purpose and intent of this agreement is for Snohomish County and the City of Lake Stevens to work together efficiently and effectively in order for the County to provide the City with Jail Services through the Snohomish County Sheriff's Office Corrections Bureau.

The City from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by the City of criminal offenses, and the County is willing to furnish its Jail facilities and personnel in exchange for payment from the City of fees and costs, all as more fully described below.

The County shall invoice the City a "Booking Fee" for each City Inmate for whom the County provides Services. For purposes of this Agreement, "Booking" means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. The Booking Fee is as follows:

2021 Booking Fee	2022 Booking Fee	2023 Booking Fee
\$128.88	\$134.70	\$138.74

The County shall invoice the City a per calendar day "Daily Maintenance Fee" for each City Inmate for whom the County provides Services. The Daily Maintenance Fee for all City Inmates is as follows:

2021 Daily Maintenance Fee	2022 Daily Maintenance Fee	2023 Daily Maintenance Fee
\$142.63	\$187.46	\$193.08

The term of this Agreement shall be for three years, commencing on January 1, 2021, and continuing through December 31, 2023.

ATTACHMENTS: 2021-2023 Jail ILA

INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF _____

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF _____ (this "Agreement"), is made and entered into this _____ day of _____, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF _____, a municipal corporation of the State of Washington (the "City") pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW (individually, a "Party" and collectively, the "Parties").

RECITALS

A. The County, through the Snohomish County Sheriff's Office Corrections Bureau ("Corrections") currently maintains and operates a correctional facility known as Snohomish County Jail (the "Jail"). In order to assist other jurisdictions, the County from time to time will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. The City from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by the City of criminal offenses (the "City Inmates"), and the County is willing to furnish its Jail facilities and personnel in exchange for payment from the City of fees and costs, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively in order that the County may provide the City with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

2. Effective Date and Duration. This Agreement shall govern jail services beginning on January 1, 2021, through December 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each Party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

This Agreement shall be either filed with the Snohomish County Auditor or listed on either Party's website or other electronically retrievable public source, as provided by RCW 39.34.040 ("Effective Date").

3. Administrators. Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Jamie Kane, Corrections Bureau Chief
Snohomish County Sheriff's Office
Corrections Bureau
3000 Rockefeller Avenue M/S 509
Everett, Washington 98201

City's Initial Administrator:

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

4. Scope of Services. As described in this Section 4 and subject to the conditions set forth in Section 5 below, the County will accept City Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of the City:

4.1 Effect of Ordinance, Policies, Procedures, Rules and Regulations. The Jail will be administered by the County in accordance with the ordinances, policies, procedures, rules and regulations of the County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. The City and City Inmates shall be subject to the County's ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the County's Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, or its judicial and law enforcement agencies, to the County of the duty to supervise City Inmates.

4.2 City Access to City Inmates. The City, its officers, employees, or agents, may interview City Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates confined in the Jail.

4.3 Transport of City Inmates. The City shall provide or arrange for transportation and security of its inmates to and from the Jail, including to and from City in-court appearances, except when (a) the County determines, in its sole discretion, that emergency

transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. The City shall attempt to provide the County with at least twenty-four (24) hours' notice prior to transporting a City Inmate from the Jail.

4.4 Video Court. Upon request, and subject to availability and feasibility, the County will provide the City with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and transporting inmates to and from the video courtroom; PROVIDED, HOWEVER, that the County shall have no liability or obligation for the installation, operation, maintenance, inspection, repair or replacement of the Video Court equipment operated by the City on City property.

The County shall have discretion to set the date, time and duration of the City's Video Court. The County, in its sole discretion, will establish a maximum number of City Inmates for each video courtroom calendar based upon operational limitations. The County will provide the City with a Video Court Schedule no later than ten (10) days after execution of this Agreement. The County may change or cancel the City's Video Court Schedule by providing the City with at-least seven (7) days' written notice. The County will deliver the City's Inmate(s) to the video courtroom by at least thirty (30) minutes prior to the City Inmate(s) hearing time so that the City Inmate(s) may prepare for the hearing and meet with his or her respective legal counsel.

The City shall provide the County with all paperwork requiring the signature of City Inmate(s) at least thirty (30) minutes before the start of the City's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard as soon as practicable and at minimum, within two (2) judicial days.

4.5 Health Care of City Inmates. The County is hereby granted the authority to seek necessary medical, dental and mental health services for City Inmates without consulting with the City. The County shall notify the City prior to seeking treatment, unless immediate treatment is required, in which case, the County will notify the City as soon after the event as reasonably possible. During "Normal Business Hours", defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m., the City's point of contact for City Inmate health issues will be as follows:

Outside Normal Business Hours, the City's point of contact for City Inmate health issues will be as follows:

Any failure or error by the County to provide the City with proper notification of medical, dental and/or mental health services delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under Section 6 of this Agreement. The City and the County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

4.6 Community Corrections. The County does not provide or oversee a Community Corrections Program or alternatives to confinement.

4.6.1 The term “Community Corrections Program” and “alternatives to confinement” includes but is not limited to: Electronic Home Detention, Work/Education Release, and Work Crew.

4.6.2 If the City wishes to provide a Community Corrections Program and/or “alternatives to confinement” options for City Inmates, the City shall not book such City Inmates into the Snohomish County Jail.

4.7 Administrative Booking. Upon request by the arresting officer or the City’s Administrator and when not otherwise prohibited by statute, court rule or court order, the County shall administratively book and immediately release a City Inmate. The County further reserves the right to administratively book and immediately release a City Inmate when, in the sole discretion of the County’s Administrator, the County is unable to accept the City’s Inmate for housing and when such action is not otherwise prohibited by statute, court rule or court order.

5. Conditions of Acceptance of City Inmates. The County shall provide Services to the City subject to the conditions set forth in this Section 5. Should the County, in its sole discretion, decline to accept or retain custody of a City Inmate for any of the reasons identified in this Section 5, the County shall notify the arresting officer in person or the City’s judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance.

Acceptance of a City Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all Jail policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. The County will have no obligation to receive into custody or retain custody of a City Inmate absent a determination, on an ongoing basis, by Jail staff that the City Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the County's Administrator shall have final authority to determine whether a City Inmate is medically and/or psychiatrically fit for Jail.

5.4 Population Limits. The County shall have the right to return City Inmates to City custody if the Jail reaches the maximum allowable population level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The MAPL applies to the overall number of inmates, but may also be applied to specific populations of inmates (i.e. security level, medical need, mental health housing, etc.). The Snohomish County Sheriff, or his or her designee, shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- (a) Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
- (b) Inmates from in-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
- (c) Inmates confined on Snohomish County charges or commitments.

The County's Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that City Inmates shall be removed from the Jail according to this priority schedule, the County will provide the City fourteen (14) days' notice to remove City Inmates.

5.5 Earned Early Release. The County will release City Inmates in accordance with applicable statutes governing the calculation of jail commitments, including with respect to earned release time pursuant to Chapter 9.94A.729 RCW and Chapter 9.92.151 RCW.

6. Payment by City.

6.1 Proportional Billing. The County employs proportional billing practices when invoicing jurisdictions for Services. Attached hereto as Exhibit A and incorporated herein by this reference is an explanation of the County's proportional billing practices. Commensurate with these practices, the City shall be invoiced only its proportionate share of the applicable Fees and Costs, as defined in Section 6.2 below, for a City Inmate under either of the following circumstances:

6.1.1 The City Inmate (a) is being held on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order

issued by the City's municipal court, (b) is not being held on any active County felony charge, and (c) cannot be removed by a Federal agency without regard to local charges; OR

6.1.2 The City Inmate is being held (a) on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, and (b) by the State of Washington for violation of the Offender Accountability Act, and the City has declined to transfer custody to the State of Washington.

6.2 Fees and Costs.

6.2.1 The County shall invoice the City a "Booking Fee" for each City Inmate for whom the County provides Services. For purposes of this Agreement, "Booking" means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. The Booking Fee is as follows:

2021 Booking Fee	2022 Booking Fee
\$128.88	\$134.70

6.2.2 The County shall invoice the City a per calendar day "Daily Maintenance Fee" for each City Inmate for whom the County provides Services. The Daily Maintenance Fee for all City Inmates is as follows:

2021 Daily Maintenance Fee	2022 Daily Maintenance Fee
\$142.63	\$187.46

Should the Parties renew this Agreement beyond December 31, 2023, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.2.3 Beginning January 1, 2023, the Booking Fee and Daily Maintenance Fee listed in Sections 6.2.1 and 6.2.2 shall increase on January 1 of each calendar year during the term of this Agreement by three (3) percent. The County shall provide the City notice of the Booking Fee and Daily Maintenance Fee increase by September 1 of each year. In the event direct cost to the County to provide jail services increases or decreases by a rate that is more than one (1) percent over the amount of the applicable Booking Fee and Daily Maintenance Fee, the Parties agree that the costs for the remainder of the term shall be renegotiated based on actual direct costs.

6.2.4 The County shall invoice the City for all costs incurred for necessary medical, dental, or mental health services to City Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental

health services provided outside the Jail (the “Medical Costs”). The Medical Costs do not include routine medical examinations, tests, procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses covered by the City Inmate’s health insurance and/or public assistance for injuries suffered while in the custody of the County. The County will credit amounts received from the City Inmate’s own health insurance and applicable public assistance before billing the City.

6.2.5 The County shall invoice the City a “Video Court Fee” for each scheduled hour of Video Court time. The Video Court Fee per hour is as follows:

2021 Video Court Fee	2022 Video Court Fee
\$207.96	\$223.12

The County may increase the Video Court Fee upon thirty (30) days’ notice to the City.

6.3 Invoicing and Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (a) make complete and timely payment on the outstanding balance, and (b) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City’s written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City’s next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, the County shall pay out to the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under Section 11 of this Agreement.

6.4 Records. Each Party may examine the other Party’s books and records to verify charges. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

7. Indemnification/Hold Harmless.

7.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and

if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

7.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

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

9. Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified Party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

10. Compliance with Laws. In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other Party shall deliver written notice of such failure to the non-performing Party. The non-performing Party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing Party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a Party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting Party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in Section 6.3, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Jail and shall, at the County’s request, remove all City Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, the County may, in its sole discretion, accept City Inmates to the Jail if all outstanding invoices are paid.

12. Early Termination.

12.1 Termination by the County. Except as provided in Section 12.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

12.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, the City shall pay the County for all Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

13. Dispute Resolution. In the event differences between the Parties should arise over

the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing Party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices. All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County or King County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.11 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control,

including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of _____, a Washington
municipal corporation

By _____
Name: Dave Somers
Title: County Executive

By _____
Name: _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

**Approved as to Indemnification and
Insurance:**

Risk Management

EXHIBIT A

Proportionate Billing

The County uses a proportional billing process to calculate fees and charges for each inmate. As a result, if multiple jurisdictions have an open charge on an individual inmate, the jurisdictions will each share equally the fees and costs as long as an open charge persists for that jurisdiction. When a contracting jurisdiction's charge is closed, that jurisdiction drops from the proportional billing process, and the proportional billing is recalculated without that jurisdiction.

Each day the County shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable jurisdiction.

The procedure employed by the County for determining the billable charges and responsible jurisdictions is outlined below and references the County's internal billing system. The procedure continues in sequence through the outlined series of steps only so far as needed to isolate a billable charge and determine the jurisdiction responsible for payment.

1. Select "All Felony Charges."
 - a. If there is more than one felony charge or if there is one felony charge and a Washington State Department of Corrections (the "DOC") hold, go to Step 2.
 - b. If there is one felony charge but no DOC hold, do not invoice.
 - c. If there are no felony charges, go to Step 3.
2. Select "Arresting Agency DOC-Parole-Olympia."
 - a. If there are no other arresting agency charges and all felony charges are with DOC, invoice DOC.
 - b. If there is a DOC hold and additional local charges (that is, charges from jurisdictions that have an interlocal agreement for jail services with the County), do not invoice.
 - c. If there is a DOC hold and non-local additional charges (that is, charges from jurisdictions that do not have an interlocal agreement for jail services with the County), invoice DOC.
3. Select "All Misdemeanor Charges."
 - a. If there is only one misdemeanor charge, invoice the charging jurisdiction.
 - b. If there is more than one misdemeanor charge from more than one jurisdiction, invoice each jurisdiction in equal shares. If a jurisdiction has multiple open misdemeanor charges, the jurisdiction is only invoiced as one element of the proportional billing process. Snohomish County shall be invoiced its proportional share where applicable.

Example: If City A has one open misdemeanor and City B has two open misdemeanor charges, all at the same time, each city is billed for fifty percent (50%) of the Fees and Costs for that inmate.

4. Drop jurisdictions with closed charges.

Example: City X has one open misdemeanor charge, and City Y has one open misdemeanor charge. City Y's charge is closed. City X is billed for one hundred percent (100%) of the Fees and Costs for that inmate from then on.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda March 9, 2021
Date:

Subject: Extension of the Interlocal Agreement for Emergency Management Services with Snohomish County

Contact

Person/Department: Kelly Chelin, City Clerk
Jeff Beazizo, Police Commander

Budget Impact:

Legal Review:

N/A

n/a

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to send a letter to Snohomish County, per Section 2 of the Interlocal Agreement, requesting an extension of the agreement for three additional years.

SUMMARY/BACKGROUND:

In January of 2019, the City entered into an Interlocal Agreement with Snohomish County for Emergency Management Services. The agreement is set to expire on December 31, 2021 however Section 2 of the agreement allows for an extension for three years with written notice to Snohomish County by April 30, 2021. See Section 2 below:

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through midnight December 31, 2021, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to one (1) additional three (3) year term, upon the City providing the County written notice on or before April 30, 2021.

The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew.

Upon approval of the City Council, staff would provide a letter, signed by the Mayor, to Snohomish County by April 30, 2021 requesting an extension of the agreement for an additional three years, expiring December 31, 2024. All other terms of the agreement would remain the same.

ATTACHMENTS: Interlocal Agreement with Snohomish County for Emergency Management Services

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this 28th day of January, 2019 by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington (the "City") (individually "Party" and collectively "Parties") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC.

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.

C. The City and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated February 4, 2016.

D. The coordinated emergency management services that SCDEM provides augment, but do not supplant, the City's responsibilities and obligations under Chapter 38.52 RCW.

E. The County and City believe that it is in the public interest to provide coordinated emergency management services as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through midnight December 31, 2021, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to one (1) additional three (3) year term, upon the City providing the County written notice on or before April 30, 2021. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2018, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

3. Administrators.

Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' Initial Administrators shall be the following individuals:

County's Initial Administrator:

Jason Biermann, Director
Snohomish County Department of
Emergency Management
720 80th Street SW, Building A
Everett, Washington 98203

City's Initial Administrator:

Mayor John Spencer
City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the Services as described in its comprehensive emergency management plan and in Schedule A, attached hereto and incorporated herein. At its option, the City may elect to receive any or all of the additional services described in Schedule B, which is attached hereto and incorporated herein, upon at least 30 days' written notice provided to the County and subject to the availability of County resources. All Services shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The City shall remain responsible for the provision of all those services

identified in Schedule C, attached hereto, as well as any other services the City is otherwise required by law to perform.

5. Advisory Board.

The City shall be entitled during the term of this Agreement to voting representation on the SCDEM Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, as it now exists or is hereafter amended.

6. Independent Contractor.

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

7. Compensation.

7.1 Annual Service Charge. The City shall pay an Annual Service Charge to the County. Beginning January 1, 2020, and as adjusted annually each January 1 thereafter, the Annual Service Charge shall be a per capita rate based on: 1) SCDEM's proposed General Fund budget, minus funding for those positions predicated by SCDEM's status as a county department (specifically, the director and accounting analyst), and; 2) the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, the 2018 version of which attached hereto and incorporated herein at Schedule D. By July 15 of each year, the County shall issue a revision to Schedule D to reflect changes to the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Annual Service Charge for the subsequent year. For 2019, the Annual Service Charge shall be set at the median between a rate of \$1.22 per capita and the per capita assessment based on the 2020 Annual Service Charge model.

7.2 Invoicing. The Annual Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the City or its designee for the Annual Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Annual Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31.

7.3 Additional Services. If a City elects to receive additional service(s)s as described in Schedule B, one half of the cost of additional service(s)s shall be added to the quarterly invoice after the City notifies SCDEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s).

7.4 Homeland Security and Emergency Management Performance Grants. The Parties acknowledge the importance of sustaining SCDEM staff currently funded by federal grants. In the event that SCDEM receives notice of cuts to federal grants that may jeopardize SCDEM's ability to fulfill the Services outlined in this Agreement, the County agrees to notify the City within 15 days of receipt of notice of such cuts from proponent of the federal grant. Following such notification, the Parties agree to reassess the Services and Annual Service Charge. The City agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

8. Hold Harmless and Indemnification.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

9. Privileges and Immunities.

Whenever the employees of the County or the City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the City in Chapter 38.52 RCW.

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

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

or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

12. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than March 30 of the year of termination. Termination pursuant to this Section 12 will become effective on December 31 of the calendar year in which the termination notice is given.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

14. Notices.

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Performance.

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

16. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended

in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

17. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

18. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

19. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

21. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

22. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

23. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

24. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

25. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

26. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

27. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

28. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of Lake Stevens, a Washington
municipal corporation

By Susan Neely

Name: SUSAN NEELY
Title: Executive Director

By John Spencer

Name: John Spencer
Title: Mayor

COUNCIL USE ONLY	
Approved:	1.23.19
Docfile:	D-12

Approved as to indemnification
provisions:

Diane Baer 12/13/18
Risk Management

Approved as to Form:

Doug A. Rabatelli
City Attorney

Approved as to Form:

Rob Joo 12/10/18
Deputy Prosecuting Attorney

Schedule A **Description of Emergency Management Services**

The County shall provide Emergency Management Services (the “Services”) through its Department of Emergency Management (“SCDEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following.

1. General: SCDEM will maintain an emergency management organization that complies with state law and federal guidelines. This organization will implement the concepts of the National Incident Management System (NIMS) and incorporate best practices of emergency management into its operations. These best practices include a focus on developing disaster management relationships within geographic sectors within the county, sectors defined by expected damages to critical transportation and communications infrastructure during a catastrophic incident.

2. Planning: SCDEM will assist Participating Jurisdictions in the development of executable disaster-related plans. SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. SCDEM will use, and encourage the use of, systematic planning processes that engage the whole community.

a. SCDEM will maintain the Snohomish County Comprehensive Emergency Management Plan (SCCEMP) and provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain a CEMP, as either a standalone plan or as an annex to the County’s CEMP, which meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the County or jurisdiction, respectively. CEMPs will also describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations and include the procedures to be used during emergencies for coordinating local resources, as necessary, and the resources of County agencies, departments, commissions, and boards.

b. SCDEM will maintain the Snohomish County Hazard Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6, and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an annex to the County’s FEMA-approved hazard mitigation plan that meets the requirements set forth in 44 CFR §201.6.

c. SCDEM will maintain the Snohomish County Disaster Recovery Framework and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Disaster Recovery Framework.

d. SCDEM will maintain standard procedures for its Emergency Coordination Center and provide technical assistance (templates, meeting facilitation, and

document review) to Participating Jurisdictions in order to develop complementary procedures for their respective Emergency Operations Centers.

e. SCDEM will participate in regional- and state-level planning efforts, representing Snohomish County and, unless otherwise specified, the Participating Jurisdictions within Snohomish County. Examples of such efforts include the Mount Baker/Glacier Peak Response Plan and the Statewide Catastrophic Incident Planning Team.

3. **Training and Exercise:** SCDEM will assist Participating Jurisdictions to develop, maintain, or expand their emergency management capabilities. The prioritized capabilities to train and exercise are operational coordination, operational communications, situational assessment, logistics, public information, and planning.

a. SCDEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. SCDEM will also send representatives on behalf of Snohomish County and the Participating Jurisdictions to the State's annual TEPW.

b. SCDEM will maintain a Training and Exercise Plan (TEP) that describes the outcomes of the TEPW. SCDEM will produce and electronically distribute a training and exercise calendar each month to the Participating Jurisdictions.

c. SCDEM will maintain a training program that adheres to state and federal guidance, including the National Incident Management System (NIMS) Training Plan and FEMA's Core Capability Development Sheets. This training program includes:

i. SCDEM will assist each Participating Jurisdiction in the development of a jurisdiction-specific NIMS compliance plan. This includes providing assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Participating Jurisdictions retain the responsibility to track individual training of their staff members and, per the State's policy, submit NIMS compliance reports.

ii. Countywide, SCDEM will facilitate the delivery of one ICS-300 (Intermediate ICS for Expanding Incidents) course and one ICS-400 (Advanced ICS for Complex Incidents) course each year.

iii. Countywide, SCDEM will facilitate the delivery of four G191 (Emergency Operations Center/Incident Command System Interface) workshops each year.

iv. Countywide, SCDEM will facilitate the delivery of four community points of distribution (CPOD) courses each year.

v. Countywide, SCDEM will facilitate the delivery of four initial damage assessment courses each year.

vi. Upon request, SCDEM will deliver ICS-402 (ICS Overview for Executives/Senior Officials) or its equivalent to each requesting Participating Jurisdiction in order to educate the Participating Jurisdiction's policy makers and

to help them meet the requirements of the National Incident Management System (NIMS).

vii. Annually, SCDEM will host at least two local deliveries of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.

viii. On behalf of each Participating Jurisdiction, SCDEM will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium. The Participating Jurisdiction requesting such courses will be responsible for identifying a location and any costs associated with the course delivery, e.g. refreshments.

ix. Countywide, SCDEM will deliver two offerings of an ARRL-approved HAM radio technician class each year.

x. Countywide, SCDEM will facilitate the delivery of two Community Emergency Response Team (CERT) trainings each year. Facilitation includes assisting in the provision of instructors and course materials needed to successfully conduct the course. In order to build CERT capability within the Participating Jurisdictions, SCDEM will request and host CERT Train-the-Trainer courses when there are an adequate number of students.

xi. SCDEM will deliver, or facilitate the delivery of, two trainings per year on SCDEM's incident management software, WebEOC.

xii. SCDEM will deliver at least two offerings of ComVan operator training per year.

d. SCDEM will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program (HSEEP) and applicable grant requirements. Unless otherwise specified, the intent of SCDEM's exercise program is to evaluate established plans and/or procedures, and identify ways to improve those plans and/or procedures. The exercise program includes:

i. Every three years SCDEM will conduct a countywide functional exercise that evaluates Snohomish County's CEMP, the procedures used in the Snohomish County Emergency Coordination Center, and our ability to coordinate with jurisdictions throughout Snohomish County. SCDEM strongly encourages all Participating Jurisdictions to participate in that exercise and will provide technical assistance in the development of their exercise plan.

ii. Countywide, SCDEM will facilitate four tabletop exercises (TTXs) per year. These TTXs will evaluate Participating Jurisdictions' response plans and capabilities against various hazards that threaten Snohomish County.

iii. Countywide, SCDEM will facilitate four CPOD exercises per year in conjunction with the CPOD training.

iv. Countywide, SCDEM will facilitate one damage assessment exercise per quarter in conjunction with damage assessment training.

v. SCDEM will facilitate one EOC workshop each month. These workshops will be used to develop or update the scheduled Participating Jurisdiction's EOC procedures.

vi. SCDEM will facilitate one EOC drill each month. These drills will be used to validate the scheduled Participating Jurisdiction's EOC procedures.

vii. Countywide, SCDEM will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

4. Coordinating Disaster Response Activities: SCDEM and Participating Jurisdictions will coordinate their emergency response activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. SCDEM will maintain a 24 hour per day Duty Officer, who will serve as the primary point of contact to address emergency management-related requests on behalf of Participating Jurisdictions. The Duty Officer will be available via Snohomish County 911.

b. As resources allow, SCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

c. SCDEM will maintain and, when necessary, activate the Snohomish County Emergency Coordination Center (SCECC) and implement the Snohomish County CEMP and applicable procedures. The SCECC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCECC may also activate to provide support during pre-planned events or at the approved request of a Participating Jurisdiction. Requests to activate the SCECC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCECC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

d. SCDEM will maintain and, when necessary, activate the Snohomish County Joint Information Center (SCJIC) and applicable procedures. The SCJIC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCJIC may also activate to provide support during pre-planned events or at the request of a Participating Jurisdiction. Requests to activate the SCJIC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCJIC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession

e. When activated, the SCECC will coordinate resource requests among affected jurisdictions within Snohomish County. The SCECC will also make available the County's emergency resources not required for use elsewhere during emergencies, the use of which shall be determined and prioritized by SCECC. When necessary, SCDEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e. from the SCECC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

f. When activated, the SCECC will coordinate situational awareness among affected jurisdictions within Snohomish County, and with regional and state partners.

g. When activated, the SCJIC shall coordinate public information and messaging about critical lifesaving and life-sustaining information by all means necessary to expedite the delivery of emergency services and aid the public to take protective actions. Participating Jurisdictions will identify appropriate points of contact with whom the JIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

h. When requested, and at the discretion of the SCDEM Director or the appropriate designee in the SCDEM line of succession, SCDEM will deploy a liaison to the participating jurisdiction to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the SCECC, SCDEM may request that Participating Jurisdictions deploy liaisons to the Snohomish County ECC to enhance communication between the SCECC and the incident site(s).

i. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, SCDEM will, under the provisions of SCC Chapter 2.36, initiate through the County Executive a Proclamation of Emergency for Snohomish County. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the Participating Jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDEM as soon as practicable of their intent to proclaim a disaster and provide SCDEM with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDEM and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. SCDEM, in conjunction with the State's Emergency Management Division (EMD) and the Federal Emergency Management Agency (FEMA), will coordinate the formal post-disaster preliminary damage assessment (PDA) process. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, Community Emergency

Response Teams (CERT) and/or the Snohomish County Auxiliary Communications Service (ACS)

a. Participating Jurisdictions will identify potential CERT and/or SERV volunteers. SCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers. Annually, SCDEM will provide to the participating jurisdictions a list of the volunteers living within each jurisdiction's respective boundaries.

b. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams. In this construct, SCDEM will facilitate initial CERT training and support volunteer team coordinators that will be responsible for coordinating with SCDEM for ongoing training, recruiting, and meeting place logistics.

i. As described in section 3.c.x. of this Schedule, SCDEM will facilitate initial training for CERT volunteers. Initial training will consist of the CERT program as outlined by FEMA's Emergency Management Institute (EMI) and damage assessment (i.e. windshield survey) training.

ii. SCDEM will meet with the team coordinators annually to establish a yearly training calendar for each CERT team. Each team's coordinator, with the support of SCDEM, will be responsible for additional meetings and trainings.

iii. SCDEM, in collaboration with the team coordinators, will develop and maintain countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

c. SCDEM will provide oversight to the Snohomish County Auxiliary Communications Service (ACS) function, which provides redundant emergency communications services to SCDEM, its Participating Jurisdictions, as well as hospitals and the Snohomish County Regional Chapter of the American Red Cross. SCDEM will assign trained ACS volunteers to augment Participating Jurisdictions' EOCs.

d. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience.

a. SCDEM will develop, promote, and make available to Participating Jurisdictions preparedness materials related to its "Individually Prepared, Together Resilient"

campaign, and procure and make available FEMA-produced preparedness materials. The amount of preparedness materials provided will be made on a case-by-case basis and based upon available supply.

b. SCDEM will develop and promote individual preparedness messages to be delivered via its affiliation with local radio stations.

c. Upon request, and when practicable, SCDEM will facilitate the delivery of the Map Your Neighborhood program on behalf of a Participating Jurisdiction. Such requests should be made at least 30 days prior to the presentation.

d. Upon request, and when practicable, SCDEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 30 days prior to the presentation. Participating Jurisdictions are responsible for providing an adequate facility and incurs any extraordinary costs associated with such events, e.g. refreshments, room rental costs, etc.

e. Annually, SCDEM will produce an annual report that summarizes its major activities for the previous year. The annual report will be distributed to the Participating Jurisdictions and the Director will be available to present it to each Participating Jurisdiction's elected officials.

8. SCDEM Resources: SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made to the SCDEM Duty Officer or, when activated, the Snohomish County ECC. These resources include:

a. Command vehicle, commonly referred to as a "ComVan." A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. SCDEM provides operator training, but does not typically provide an operator. Requests for an operator will be considered on a case-by-case basis, but it is the primary responsibility of the requesting Jurisdiction to identify, maintain, and provide qualified operators.

b. Communications vehicle, commonly referred to as "DEM 10." The communications vehicle provides a motorized, self-contained, climate-controlled capability to augment communications.

c. Mobile emergency response trailer. This trailer provides a towed capability that can be used to augment community points of distribution, volunteer reception centers, or emergency operations centers.

d. Traffic signs. Two towed, programmable traffic signs provide visual and limited AM band radio warning about emergency conditions.

e. Alert and Warning. SCDEM will maintain a system that provides alert and warning to county residents. Access to this system will be through the SCDEM Duty Officer or, when activated, the Snohomish County ECC.

Schedule B
Description of Additional Emergency Management Services

The County offers additional services that the Participating Jurisdiction may choose from in addition to the basic emergency management services described in Schedule A. If, during the course of this Agreement, a Participating Jurisdiction desires additional service(s)s as described below, the City shall notify SCDEM in writing as early as practicable prior to the delivery of the desired additional service(s). The cost and timing of the delivery of any Additional Service(s) shall be agreed upon by the Administrators of this Agreement. One half of the cost of additional service(s) shall be added to the quarterly invoice after the Participating Jurisdiction notifies SCDEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

1. Planning:

a. SCDEM will provide technical assistance in order to develop a functional emergency management plan or procedure. Examples of a functional plan include mass fatality plans and disaster debris management plans.

Participating Jurisdiction elects this service: _____
(initial)

2. Training and Exercise:

a. SCDEM will provide one jurisdiction-specific training opportunity.

Participating Jurisdiction elects this service: _____
(initial)

b. SCDEM will provide one jurisdiction-specific exercise opportunity. Scheduling these exercise shall occur at the annual TEPW.

Participating Jurisdiction elects this service: _____
(initial)

c. SCDEM will process Participating Jurisdiction's application for FEMA's Integrated Emergency Management Course.

Participating Jurisdiction elects this service: _____
(initial)

3. Coordinating Disaster Response Activities

a. On behalf of the Participating Jurisdiction, SCDEM will maintain membership with the Northwest Incident Management Team and request its deployment on behalf of the Participating Jurisdiction.

Participating Jurisdiction elects this service: _____
(initial)

4. Outreach and Education:

a. SCDEM will develop and promote a jurisdiction-specific outreach campaign.

Participating Jurisdiction elects this service: _____
(initial)

5. Communications Support:

a. SCDEM's Communications Officer will provide technical support to ensure interoperable radio communications; specifically, procure and install compatible communications hardware.

Participating Jurisdiction elects this service: _____
(initial)

Schedule C **Expectations of Participating Jurisdiction**

As stated in Section 4 of the Agreement, the services provided by SCDEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the Participating Jurisdictions retain responsibility.

1. General:

a. In accordance with RCW 38.52.070, each Participating Jurisdiction will establish a local emergency management organization and appoint a director who will serve as the point of contact for SCDEM.

b. In accordance with SCC 2.36, each Participating Jurisdiction will designate representatives to the DEM Advisory Board and attend the quarterly meetings. The Advisory Board shall advise the director of emergency management in recommending to the executive actions on emergency management plans; the department's budget; rate schedules for emergency management service charges paid by contracting agencies; grant applications and utilization of awarded grant funds; and other matters as requested by the county executive or the director.

2. Planning:

a. Participating Jurisdictions will maintain a CEMP that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the jurisdiction; will describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations; and include the procedures to be used during emergencies for coordinating local resources.

b. Participating Jurisdictions will identify a primary and alternate point of contact for each planning effort. Participating Jurisdictions will convene work groups and provide meeting space as necessary to facilitate the development of plans including the jurisdiction's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

3. Training and Exercise:

a. With SCDEM's assistance, Participating Jurisdictions will develop jurisdiction-level NIMS compliance plans. Participating Jurisdictions retain the responsibility to track individual training of their staff members.

b. Participating Jurisdictions desiring to schedule specific training and exercise opportunities should do so by sending a representative the annual Training and Exercise Planning Workshop (TEPW). Facilitating training and exercise opportunities not scheduled at the TEPW shall be at the discretion of the SCDEM Director.

4. Coordinating Disaster Response Activities: Participating Jurisdictions will coordinate their emergency response activities with and through SCDEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. During, or in anticipation of disasters as defined by RCW 38.52.010(6), affected Participating Jurisdictions will activate their incident management structure and Comprehensive Emergency Management Plan, and notify SCDEM as soon as practicable.

b. When activated, Participating Jurisdictions will request County, state and/or federal resources through established emergency management protocols, i.e. from the SCECC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

c. Participating Jurisdictions shall submit incident-related information to the SCECC and the SCECC shall develop and provide comprehensive situation reports to the Participating Jurisdictions, as well as to regional and state partners.

d. Participating Jurisdictions will identify appropriate points of contact with whom the SCJIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

e. When requested and practicable, Participating Jurisdictions will deploy liaisons to the Snohomish County ECC to enhance communication between the SCECC and the incident site(s).

f. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDEM as soon as practicable of their intent to proclaim a disaster and provide SCDEM with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDEM and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, Community Emergency Response Teams (CERT) and/or the Snohomish County Auxiliary Communications Service (ACS)

a. Participating Jurisdictions will identify potential volunteers to affiliate with CERT and/or ACS.

b. Participating Jurisdictions acknowledge that using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience. Participating Jurisdictions desiring presentations will make such requests made at least 60 days prior to the presentation.

8. SCDEM Resources: SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made as early as possible to the SCDEM Duty Officer or, when activated, the Snohomish County ECC. When requesting a ComVan, the Participating Jurisdiction bears the primary responsibility for providing a qualified driver and should not expect SCDEM to provide an operator.

Schedule D
2019 Service Fees by Jurisdiction

2019 Service Fees			
Jurisdiction	April 1, 2018 Population Est.¹	2019 Per Capita Rate²	2019 Fees³
Arlington	19,300	\$1.27	\$24,503
Brier	6,605	\$1.27	\$8,386
Darrington	1,400	\$1.27	\$1,777
Edmonds	41,820	\$1.27	\$53,095
Gold Bar	2,175	\$1.27	\$2,761
Granite Falls	3,615	\$1.27	\$4,590
Index	175	\$1.27	\$222
Lake Stevens	32,570	\$1.27	\$41,351
Lynnwood	38,260	\$1.27	\$48,575
Mill Creek	20,470	\$1.27	\$25,989
Monroe	18,860	\$1.27	\$23,945
Mountlake Terrace	21,560	\$1.27	\$27,373
Mukilteo	21,320	\$1.27	\$27,068
Snohomish	10,150	\$1.27	\$12,886
Stanwood	6,835	\$1.27	\$8,678
Sultan	5,050	\$1.27	\$6,411
Woodway	1,340	\$1.27	\$1,701
Tulalip Tribes ⁴	4,780	\$1.27	\$6,069
Stillaguamish Tribe ⁵	344	\$1.27	\$437

¹Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2018 Estimates; <http://www.ofm.wa.gov/pop/april1/default.asp>

²A per capita breakdown of DEM's 2018 General Fund budget, minus salary and benefits of the Director and Accounting Analyst II. (\$1.2696)

³The 2019 fees are based on the April 1, 2018 population estimate multiplied by DEM's general fund budget, minus the allocation for the DEM Director and Accounting Analyst.

⁴The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year.

⁵The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer once every year.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 9, 2021

Subject: Parks and Recreation Planning Board Appointments

Contact	Jill Meis, Parks Planning and Development	Budget	N/A
Person/Department:	Coordinator	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Appoint Bryan Heigert, Colton Whitworth and Conner Davis to the Parks and Recreation Planning Board.

SUMMARY/BACKGROUND: The City's Boards and Commissions are governed under LSMC Title 2 and are organized so that appointments of members to those Boards and Commissions end on December 31 of each year. Appointments are staggered at the inception of each Board and Commission so that not all appointments end in the same year, which helps to provide for continuity. All of the appointees were selected by the interview committee on January 28, 2021. Each applicant has demonstrated unique qualities that will provide assets to the Parks Board. One member is filling a vacant position that will expire on 12/31/2021. Two members will be filling new positions created by a code amendment to expand the size of the Parks Board from seven to nine members.

Terms below expire 12/31/2023

Bryan Heigert
Colton Whitworth

Terms below expire 12/31/2021

Conner Davis

APPLICABLE CITY POLICIES: LSMC Title 2

BUDGET IMPACT:

N/A

ATTACHMENTS:

none



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 9th, 2021

Subject: Possession and use Agreement with Siegel – 79th Ave SE Project

Contact Grace Kane, City Engineer **Budget Impact:** Estimate \$60,000
Person/Department: Eric Durpos, Public Works Director

Legal Review: Approved by Greg Rubstello

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to enter into Possession and Use agreement on behalf of the City with Daniel R. Siegel for Snohomish County tax parcels 290526-001-010-00 and 290526-001-009-00.

SUMMARY:

The 20-foot-wide strip private road known as 79th Ave SE, south of 20th St SE, has unclear ownerships and easement rights between multiple parties through various actions. Siegel (purported heir of L.W. Mathews JR.) has not agreed to the firm offer amount. The \$60,000 sum is to deposit in the Registry of the County for further Condemnation Action Proceedings. This condemnation action is necessary to clarify what rights remain, what rights have been lost, and the value, if any, of those rights that remain.

In order to clear title, the City must condemn the property as to the interests of the private road owners, Mathews, Tozer and Purdy or their heirs, and as to the easement interests of all parties who hold easements. Exhibit A & B shows the easement interests and parcel numbers.

BACKGROUND:

The private road known as 79th Avenue SE is a 20-foot-wide strip situated immediately west of the East 30 feet of Cavalero Hill Park, which the County has dedicated for public road, and which now appears on Assessor maps as 79th Avenue SE.

The 20-foot-wide private road known as 79th Avenue SE was created by a 1944 right-of-way agreement among George A. Tozer and Arlyn Tozer, J. Spencer Purdy and Janet S. Purdy, and L.W. Mathews Jr. and Lillian Mathews. Mathews owned the 20-foot road, but Purdy had been using the road to access what is now the Petersen property. The 1944 agreement conveyed title to Tozer, Purdy and Mathews jointly and provided that the strip "*shall become and forever remain a right-of-way, for the private use of all the parties hereto for ingress and egress to and from lands owned by them in the vicinity thereof, and shall in all respects be owned and shared equally by them.*"

The Snohomish County Assessor divided the 20-foot private road into two tax accounts, one covering the west 3.5 feet of the north 646 feet and the full 20 feet south thereof, which has been taxed to Duskin (Parcel number 290526-001-010-00). The remainder 16.5 feet of the north 646 feet is taxed with the Petersen parcel (Parcel number 290526-001-009-00). It is unclear how these tax parcels were established, but according to preliminary commitment for title insurance Order 500055249 dated October 10, 2018, issued by Chicago Title Insurance Company, the strip continues to be owned by Tozer, Purdy and Mathews, or their heirs.

Since the 1944 creation of this right of way, some property owners acquired easements to use the 79th Avenue SE private road because they were successors in interest to Mathews, Tozer or Purdy, some acquired rights by an easement established in a quiet title action, and some may have acquired prescriptive easements by their use of the easement. These interests may also have been extinguished for nonuse or for other legal reasons. This condemnation action is necessary to clarify what rights remain, what rights have been lost, and the value, if any, of those rights that remain.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Acquisition cost will be funded by Traffic Impact Fee TIZ3.

ATTACHMENTS:

- Possession and Use Agreement with Siegel
- Exhibit A & B: Snohomish County Assessor Map showing parcel numbers

After Recording Return to:

Weed, Graafstra & Associates, Inc., P.S.
110 Cedar Avenue, Suite 102
Snohomish, WA 98290

POSSESSION AND USE AGREEMENT

Grantor: DANIEL R. SIEGEL
Grantee: CITY OF LAKE STEVENS
Legal Description: Ptn NW 1/4 NE 1/4 26-29-5, Snohomish Cty, WA Add'l on p. 5
Tax Parcel No: 290526-001-010-00 and Ptn of 290526-001-009-00

In the matter of: CITY OF LAKE STEVENS
79th Avenue SE Project

THIS AGREEMENT is made and entered into by and between the **CITY OF LAKE STEVENS**, a municipal corporation of the State of Washington, hereinafter referred to as the "City," and **DANIEL R. SIEGEL** aka DAN O. SIEGEL IV purported heir of L.W. MATHEWS, JR., hereinafter referred to as "Siegel":

WITNESSETH:

WHEREAS, the City affirms that the real property described in **EXHIBIT A**, attached hereto and incorporated herein by this reference, (the "Property") is required by the City for immediate project construction; and

WHEREAS, the City affirms that any delay in its construction program is contrary to the public interest; and

WHEREAS, Siegel has asserted that Siegel owns some right, title or interest in the Property; and

WHEREAS, City has been unable to ascertain from title research who is legally entitled to receive fair compensation for City's acquisition of the Property; and

WHEREAS, the City has made a firm and continuing offer to pay the amount of SIXTY THOUSAND AND NO/100THS DOLLARS (\$60,000.00) (the "firm offer") for the purchase of the Property.

WHEREAS, the City has filed a condemnation action under Snohomish County cause no. 20-2-00015-31 (hereinafter the "Condemnation Action") to ascertain the amount of just compensation to be paid for the Property and the parties entitled to receive it, and it is expected to require some time for the Court proceedings to be completed; and

WHEREAS, an Order Adjudicating Public Use was entered in the Condemnation Action on March 26, 2020; NOW, THEREFORE,

IT IS AGREED THAT:

1. Siegel represents that Siegel is a party in interest and/or the legal owner of the Property and is entitled to receive all or a portion of the offered compensation.
2. The City will deposit the sum of \$60,000.00 into the Registry of the Court under Snohomish County cause no. 20-2-00015-31. Siegel has not agreed to the firm offer amount. The just compensation to be paid for the Property will be determined in the Condemnation Action proceedings or by other settlement. The sums paid pursuant to this Possession and Use Agreement to Siegel, and/or to others with an interest in the Property, shall be credited against the award determined in the condemnation proceeding or other settlement for acquisition of the Property.
3. Upon resolution of the above-mentioned matters, Siegel will convey to the City the Property and property rights, free and clear of all encumbrances and taxes and assessments, by execution of the appropriate legal instruments, or Siegel will stipulate to entry of a Decree of Appropriation in the Condemnation Action awarding the Property to the City.
4. Upon acceptance of this agreement by the City and payment of the firm offer amount into the Registry of the Court, Siegel grants immediate possession and use of the above-described property to the City and its employees, agents, contractors and representatives, for the purpose of commencing construction and performing all tasks necessary for completion of the above-referenced project.
5. It is understood and agreed that Siegel hereby tenders delivery of this agreement to City, and that the terms and obligations hereof shall not become binding upon City unless and until accepted and approved hereon in writing by the City of Lake Stevens or its legal representative.
6. Upon acceptance by the City, this agreement shall be binding upon the parties hereto, their heirs, successors and assigns. The City is authorized to record this Possession and Use Agreement in the records of the Snohomish County Auditor.
7. This Possession and Use Agreement is equivalent to a stipulation to an Order of Immediate Possession and Use as provided by RCW 8.25.070(3), and Siegel hereby stipulates and agrees that it may be filed as such in the Condemnation Action. It is

expressly understood by both parties to this agreement that by signing this agreement, Siegel is deemed to have met the requirements of RCW 8.25.070(3) concerning responding in a timely manner to a written request for immediate possession and use, and that the date of City's acceptance of this Possession and Use Agreement is the agreed date of valuation.

8. Siegel and City each agree to indemnify, hold harmless and defend the other from any and all claims, liability, damages, costs, expenses and judgments arising from the negligence or intentional misconduct of themselves, their respective officers, employees, agents, or contractors on the above-described property occurring prior to closing of the sale of the Property or entry of the Decree of Appropriation in the Condemnation Action.
9. This agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this agreement. Siegel has been advised of Siegel's right to secure review of this agreement by Siegel's own legal counsel and has not relied upon the City or its officers, employees or agents for any advice concerning this agreement. No provision of this agreement may be amended or modified except in writing signed by all parties. Any provision of this agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. Individuals signing on behalf of a principal represent and warrant that they have the authority to bind their principals. The venue for any dispute related to this agreement shall be Snohomish County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default. Time is of the essence of this agreement and each and all of its provisions in which performance is a factor.

DATED this 13 day of Nov, 2020.

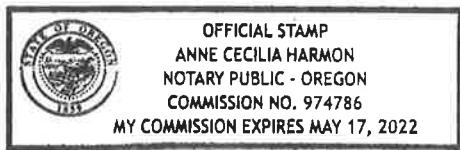


DANIEL R. SIEGEL aka DAN O. SIEGEL IV
purported heir of L.W. MATHEWS, JR.

Oregon
STATE OF WASHINGTON)
COUNTY OF Crook) ss.

I certify that I know or have satisfactory evidence that DANIEL R. SIEGEL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13th day of November, 2020.



Heffner
Anne C. Harmon
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Oregon, residing at PR. NEVILLE, OR.
My commission expires 5-17-2022

ACCEPTED AND APPROVED

this _____ day of _____, 2020:

CITY OF LAKE STEVENS

By _____
BRETT GAILEY, Mayor

EXHIBIT A
Acquisition Legal Description

PARCEL 1:

That portion of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Northwest quarter of the Northeast quarter; Thence West 16.5 feet; Thence South 30 feet to the true point of beginning; Thence South 646.5 feet; Thence East 16.5 feet to the East line of said subdivision; Thence South to the Southeast corner of said Northwest quarter of the Northeast quarter; Thence West 20 feet; Thence North parallel to the East line of said subdivision to a point West of the True point of beginning; Thence East to the true point of beginning.

Situate in the county of Snohomish, State of Washington.

Snohomish County Parcel No. 290526-001-010-00.

PARCEL 2:

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M.; Thence South 676.5 feet; Thence West 16.5 feet; Thence North 676.5 feet; Thence East 16.5 feet to the Point of Beginning; Except the North 30 feet for County Road.

Situate in Snohomish County, Washington.

PORTION OF Snohomish County Parcel No. 290526-001-009-00.

COMBINED DESCRIPTION OF PARCELS 1 AND 2:

The above-described parcels are described in that certain Right-of-Way Agreement recorded under Snohomish County Auditor's file number 771063 and re-recorded to correct legal description under Auditor's file no. 784715 as follows:

A strip of land 20 feet wide, along the East line of the East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East of W.M. in Snohomish County, Washington.

Exhibit A

Tax parcel 290526-001-010-00 (taxed to Duskin) and 290526-001-009 which includes a portion of the 79th Avenue SE private road.

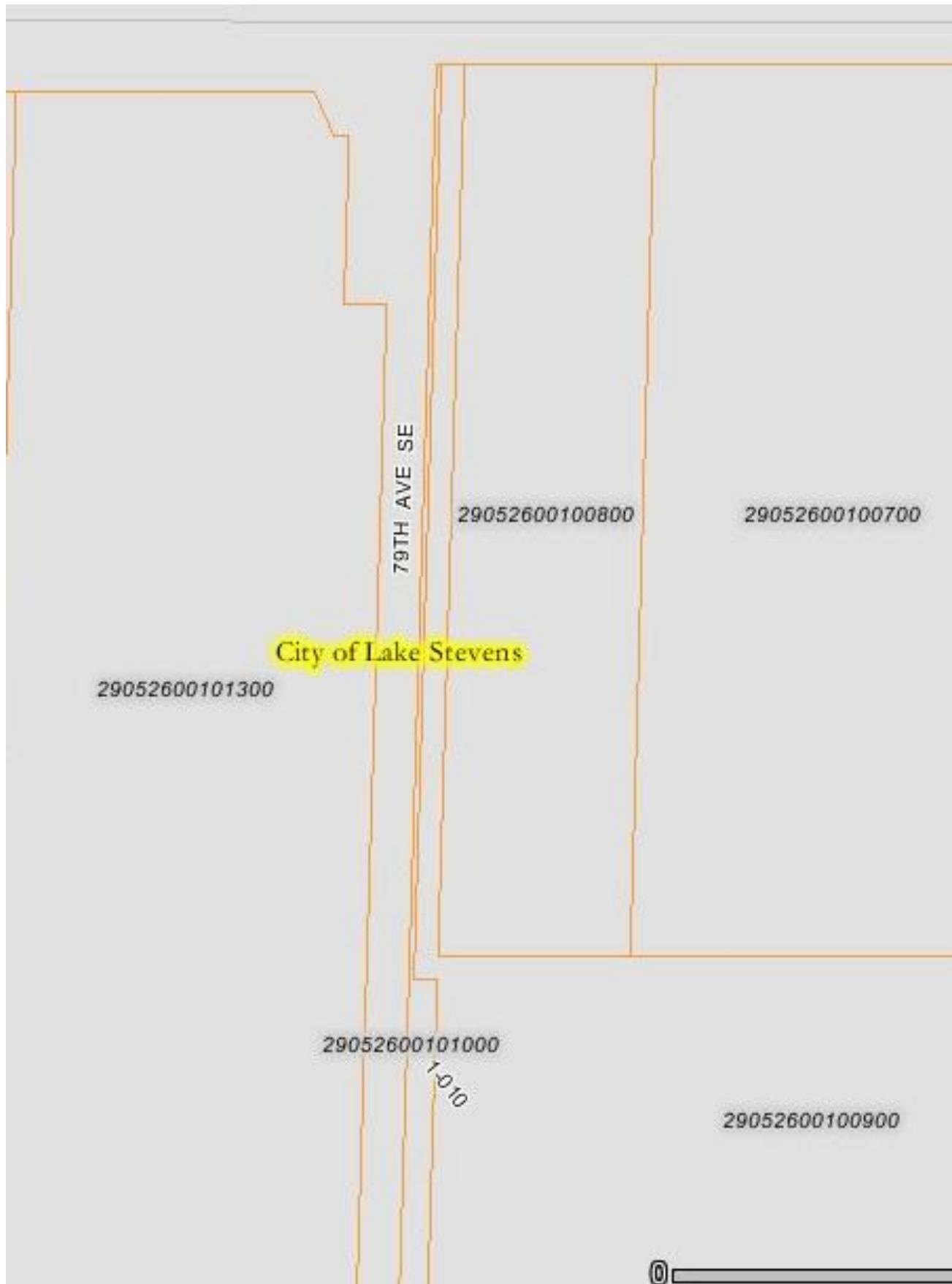
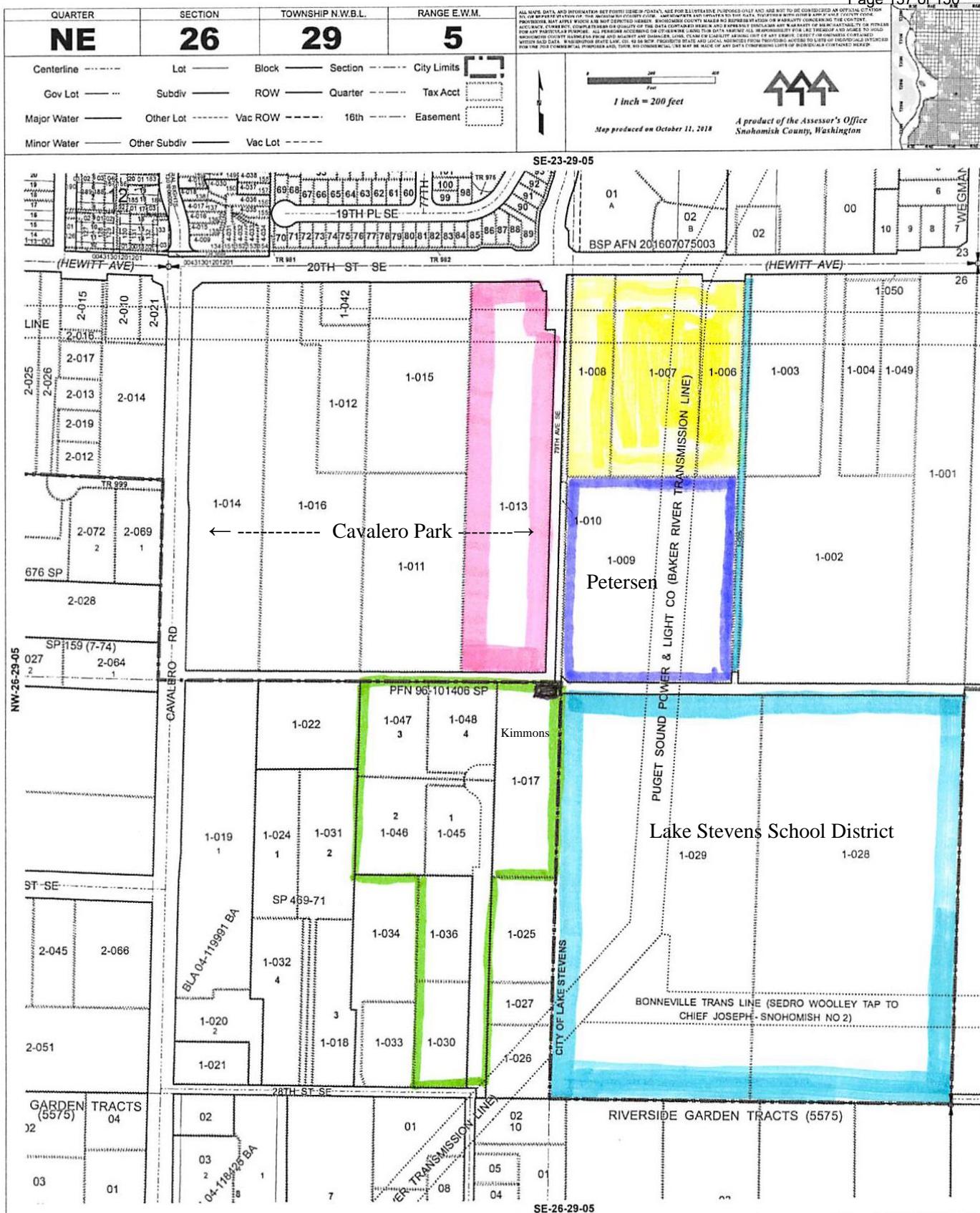


Exhibit B

City Council Meeting
March 9, 2021
Page 137 of 150



Park Property/easement thru Mathews

Properties with potential prescriptive easements

Easement acquired by Quiet Title Action

Petersen Property/easement thru Purdy

Portion of Kimmons take for 24th St SE corner

LSSD Property/easement thru Tozer



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 9th, 2021

Subject: Possession and use Agreement with Tozer – 79th Ave SE Project

Contact Grace Kane, City Engineer **Budget Impact:** Estimate \$60,000
Person/Department: Eric Durpos, Public Works Director

Legal Review: Approved by Greg Rubstello

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to enter into a Possession and Use agreement on behalf of the City with Alfred A. Tozer for Snohomish County tax parcels 290526-001-010-00 and 290526-001-009-00.

SUMMARY:

The 20-foot-wide strip private road known as 79th Ave SE, south of 20th St SE, has unclear ownerships and easement rights between multiple parties through various actions. Tozer has not agreed to the firm offer amount. The \$60,000 sum is to deposit in the Registry of the County for further Condemnation Action Proceedings. This condemnation action is necessary to clarify what rights remain, what rights have been lost, and the value, if any, of those rights that remain.

To clear title, the City must condemn the property as to the interests of the private road owners, Mathews, Tozer and Purdy or their heirs, and as to the easement interests of all parties who hold easements. Exhibit A & B shows the easement interests and parcel numbers.

BACKGROUND:

The private road known as 79th Avenue SE is a 20-foot-wide strip situated immediately west of the East 30 feet of Cavalero Hill Park, which the County has dedicated for public road, and which now appears on Assessor maps as 79th Avenue SE.

The 20-foot-wide private road known as 79th Avenue SE was created by a 1944 right-of-way agreement among George A. Tozer and Arlyn Tozer, J. Spencer Purdy and Janet S. Purdy, and L.W. Mathews Jr. and Lillian Mathews. Mathews owned the 20-foot road, but Purdy had been using the road to access what is now the Petersen property. The 1944 agreement conveyed title to Tozer, Purdy and Mathews jointly and provided that the strip "*shall become and forever remain a right-of-way, for the private use of all the parties hereto for ingress and egress to and from lands owned by them in the vicinity thereof, and shall in all respects be owned and shared equally by them.*"

The Snohomish County Assessor divided the 20-foot private road into two tax accounts, one covering the west 3.5 feet of the north 646 feet and the full 20 feet south thereof, which has been taxed to Duskin (Parcel number 290526-001-010-00). The remainder 16.5 feet of the north 646 feet is taxed with the Petersen parcel (Parcel number 290526-001-009-00). It is unclear how these tax parcels were established, but according to preliminary commitment for title insurance Order 500055249 dated October 10, 2018, issued by Chicago Title Insurance Company, the strip continues to be owned by Tozer, Purdy and Mathews, or their heirs.

Since the 1944 creation of this right of way, some property owners acquired easements to use the 79th Avenue SE private road because they were successors in interest to Mathews, Tozer or Purdy, some acquired rights by an easement established in a quiet title action, and some may have acquired prescriptive easements by their use of the easement. These interests may also have been extinguished for nonuse or for other legal reasons. This condemnation action is necessary to clarify what rights remain, what rights have been lost, and the value, if any, of those rights that remain.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Acquisition cost will be funded by Traffic Impact Fee TIZ3.

ATTACHMENTS:

- Possession and Use Agreement with Tozer
- Exhibit A & B: Snohomish County Assessor Map showing parcel numbers

After Recording Return to:

Weed, Graafstra & Associates, Inc., P.S.
110 Cedar Avenue, Suite 102
Snohomish, WA 98290

POSSESSION AND USE AGREEMENT

Grantor: ALFRED A. TOZER
Grantee: CITY OF LAKE STEVENS
Legal Description: Ptn NW $\frac{1}{4}$ NE $\frac{1}{4}$ 26-29- 5, Snohomish Cty, WA Add'l on p. 5
Tax Parcel No: 290526-001-010-00 and Ptn of 290526-001-009-00

In the matter of: CITY OF LAKE STEVENS
79th Avenue SE Project

THIS AGREEMENT is made and entered into by and between the **CITY OF LAKE STEVENS**, a municipal corporation of the State of Washington, hereinafter referred to as the "City," and **ALFRED A. TOZER**, purported heir of **GEORGE A. TOZER** and **ARLYN TOZER**, hereinafter referred to as "Tozer":

WITNESSETH:

WHEREAS, the City affirms that the real property described in **EXHIBIT A**, attached hereto and incorporated herein by this reference, (the "Property") is required by the City for immediate project construction; and

WHEREAS, the City affirms that any delay in its construction program is contrary to the public interest; and

WHEREAS, Tozer has asserted that Tozer owns some right, title or interest in the Property; and

WHEREAS, City has been unable to ascertain from title research who is legally entitled to receive fair compensation for City's acquisition of the Property; and

WHEREAS, the City has made a firm and continuing offer to pay the amount of **SIXTY THOUSAND AND NO/100THS DOLLARS (\$60,000.00)** (the "firm offer") for the purchase of the Property.

WHEREAS, the City has filed a condemnation action under Snohomish County cause no. 20-2-00015-31 (hereinafter the "Condemnation Action") to ascertain the amount of just compensation to be paid for the Property and the parties entitled to receive it, and it is expected to require some time for the Court proceedings to be completed; and

WHEREAS, an Order Adjudicating Public Use was entered in the Condemnation Action on March 26, 2020; NOW, THEREFORE,

IT IS AGREED THAT:

1. Tozer represents that Tozer is a party in interest and/or the legal owner of the Property and is entitled to receive all or a portion of the offered compensation.
2. The City will deposit the sum of \$60,000.00 into the Registry of the Court under Snohomish County cause no. 20-2-00015-31. Tozer has not agreed to the firm offer amount. The just compensation to be paid for the Property will be determined in the Condemnation Action proceedings or by other settlement. The sums paid pursuant to this Possession and Use Agreement to Tozer, and/or to others with an interest in the Property, shall be credited against the award determined in the condemnation proceeding or other settlement for acquisition of the Property.
3. Upon resolution of the above-mentioned matters, Tozer will convey to the City the Property and property rights, free and clear of all encumbrances and taxes and assessments, by execution of the appropriate legal instruments, or Tozer will stipulate to entry of a Decree of Appropriation in the Condemnation Action awarding the Property to the City.
4. Upon acceptance of this agreement by the City and payment of the firm offer amount into the Registry of the Court, Tozer grants immediate possession and use of the above-described property to the City and its employees, agents, contractors and representatives, for the purpose of commencing construction and performing all tasks necessary for completion of the above-referenced project.
5. It is understood and agreed that Tozer hereby tenders delivery of this agreement to City, and that the terms and obligations hereof shall not become binding upon City unless and until accepted and approved hereon in writing by the City of Lake Stevens or its legal representative.
6. Upon acceptance by the City, this agreement shall be binding upon the parties hereto, their heirs, successors and assigns. The City is authorized to record this Possession and Use Agreement in the records of the Snohomish County Auditor.
7. This Possession and Use Agreement is equivalent to a stipulation to an Order of Immediate Possession and Use as provided by RCW 8.25.070(3), and Tozer hereby stipulates and agrees that it may be filed as such in the Condemnation Action. It is

expressly understood by both parties to this agreement that by signing this agreement, Tozer is deemed to have met the requirements of RCW 8.25.070(3) concerning responding in a timely manner to a written request for immediate possession and use, and that the date of City's acceptance of this Possession and Use Agreement is the agreed date of valuation.

8. Tozer and City each agree to indemnify, hold harmless and defend the other from any and all claims, liability, damages, costs, expenses and judgments arising from the negligence or intentional misconduct of themselves, their respective officers, employees, agents, or contractors on the above-described property occurring prior to closing of the sale of the Property or entry of the Decree of Appropriation in the Condemnation Action.
9. This agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this agreement. Tozer has been advised of Tozer's right to secure review of this agreement by Tozer's own legal counsel and has not relied upon the City or its officers, employees or agents for any advice concerning this agreement. No provision of this agreement may be amended or modified except in writing signed by all parties. Any provision of this agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. Individuals signing on behalf of a principal represent and warrant that they have the authority to bind their principals. The venue for any dispute related to this agreement shall be Snohomish County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default. Time is of the essence of this agreement and each and all of its provisions in which performance is a factor.

DATED this 19 day of November, 2020.

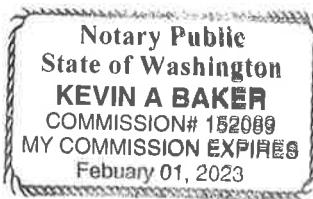


ALFRED A. TOZER, purported heir of
GEORGE A. TOZER and ARLYN TOZER

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that ALFRED A. TOZER is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19 day of November, 2020.



Kevin A. Baker
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham
My commission expires Feb 01, 2023

ACCEPTED AND APPROVED

this _____ day of _____, 2020:

CITY OF LAKE STEVENS

By _____
BRETT GAILEY, Mayor

EXHIBIT A
Acquisition Legal Description

PARCEL 1:

That portion of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Northwest quarter of the Northeast quarter; Thence West 16.5 feet;

Thence South 30 feet to the true point of beginning;

Thence South 646.5 feet;

Thence East 16.5 feet to the East line of said subdivision;

Thence South to the Southeast corner of said Northwest quarter of the Northeast quarter;

Thence West 20 feet;

Thence North parallel to the East line of said subdivision to a point West of the True point of beginning;

Thence East to the true point of beginning.

Situate in the county of Snohomish, State of Washington.

Snohomish County Parcel No. 290526-001-010-00.

PARCEL 2:

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M.;

Thence South 676.5 feet;

Thence West 16.5 feet;

Thence North 676.5 feet;

Thence East 16.5 feet to the Point of Beginning;

Except the North 30 feet for County Road.

Situate in Snohomish County, Washington.

PORTION OF Snohomish County Parcel No. 290526-001-009-00.

COMBINED DESCRIPTION OF PARCELS 1 AND 2:

The above-described parcels are described in that certain Right-of-Way Agreement recorded under Snohomish County Auditor's file number 771063 and re-recorded to correct legal description under Auditor's file no. 784715 as follows:

A strip of land 20 feet wide, along the East line of the East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East of W.M. in Snohomish County, Washington.

Exhibit A

Tax parcel 290526-001-010-00 (taxed to Duskin) and 290526-001-009 which includes a portion of the 79th Avenue SE private road.

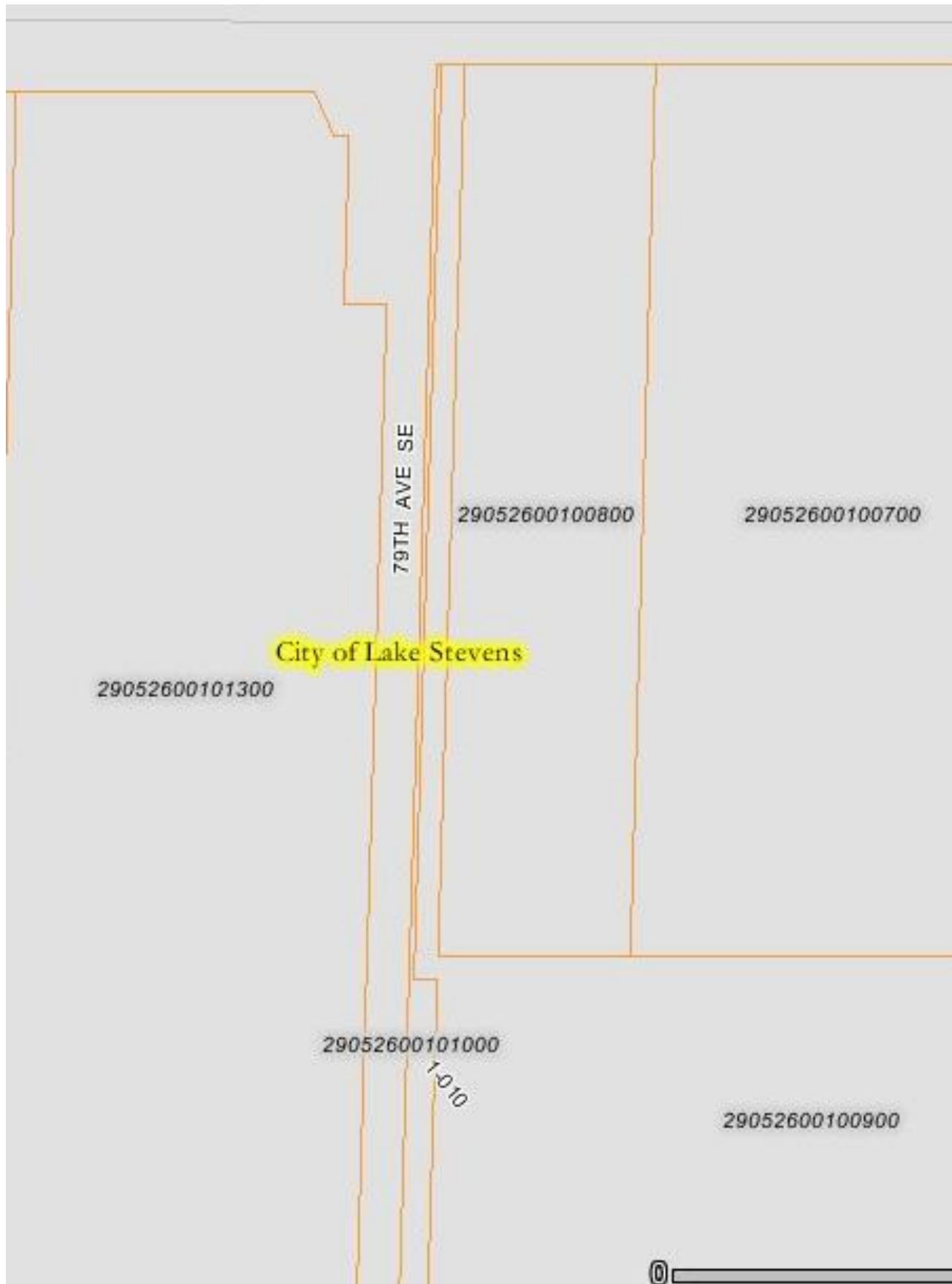
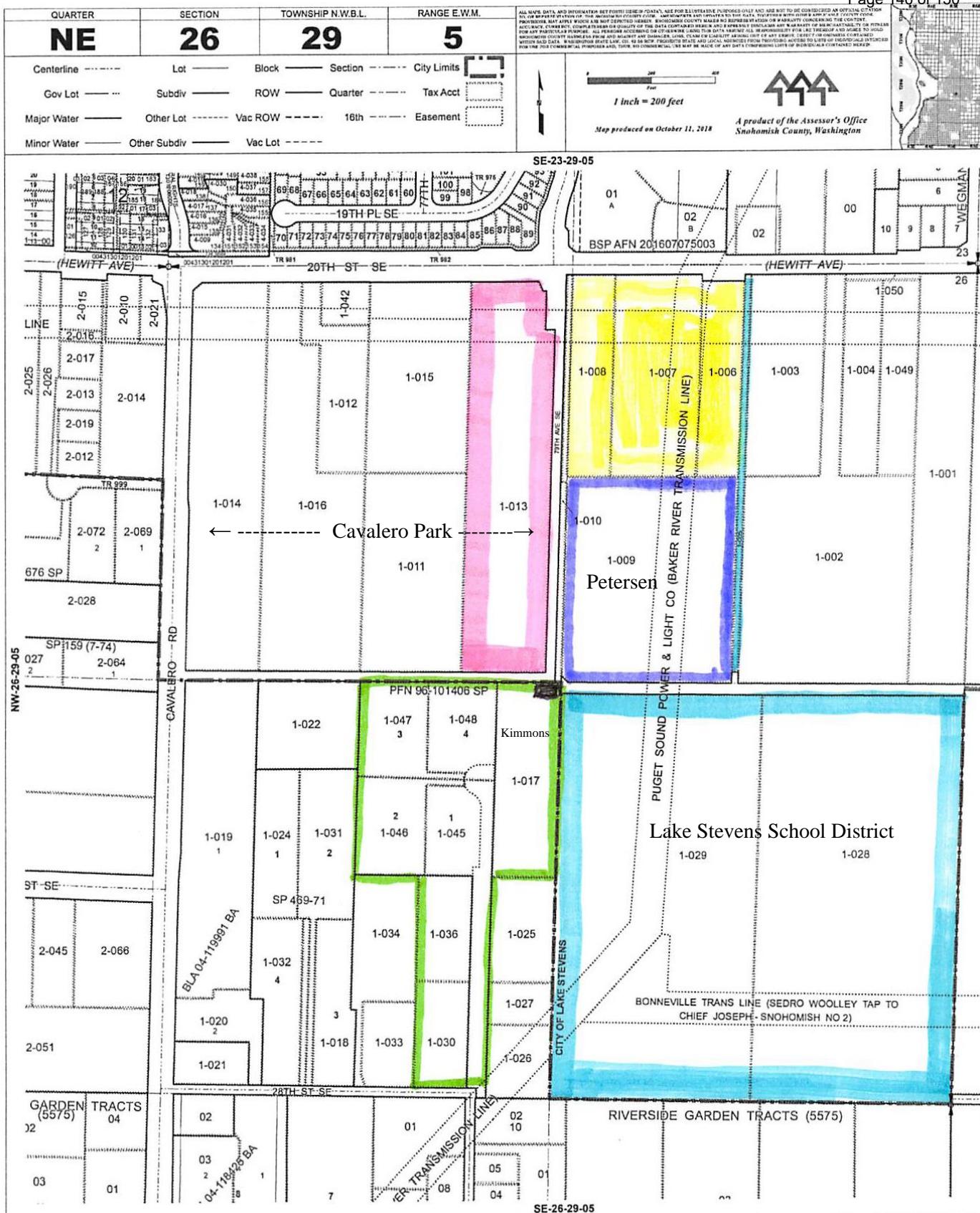


Exhibit B

City Council Meeting
March 9, 2021
Page 146 of 150



Park Property/easement thru Mathews

Properties with potential prescriptive easements

Easement acquired by Quiet Title Action

Petersen Property/easement thru Purdy

Portion of Kimmons take for 24th St SE corner

LSSD Property/easement thru Tozer



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda March 9, 2021
Date:

Subject: United States Marshals Service Fugitive Task Force Memorandum of Understanding

Contact

Person/Department: Kelly Chelin, City Clerk
Jeff Beazizo, Police Commander

Budget Impact:

Legal Review: N/A n/a

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Fugitive Task Force MOU.

SUMMARY/BACKGROUND:

As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives.

The intent of the joint effort is to investigate and apprehend local, state, tribal, territorial, and federal fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

ATTACHMENTS: Fugitive Task Force MOU – 20210111-1

**United States Marshals Service
Fugitive Task Force
Memorandum of Understanding**

Rev. 01/2021

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state, tribal, territorial, and federal fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the USMS RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which

category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act of 1938 overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per DOJ Policy dated October, 29, 2020, Body Worn Cameras (BWC) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all DOJ and USMS policies, procedures, documentation, and reporting during their participation. Moreover, pursuant to the DOJ BWC Policy, the USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force, and provide all partner agencies with a copy of the DOJ BWC Policy. That information will be provided separately. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions.

RECORDS AND REPORTS: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are not evidence and may not be released. A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS Office of General Counsel (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. RFTF/VOTF records and documents, including reports on RFTF/VOTF activity prepared in cases assigned to TFOs, will be maintained in USMS electronic records. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request. This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. However, reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, or authorized TFO BWC recordings during RFTF/VOTF operations, and any TFO's task force related email or text exchanges are deemed federal records under the control and purview of USMS, regardless of where these records are generated or kept. If an applicable state records law mandates the disclosure of task force records, the parent agency must coordinate with the USMS prior to any proposed disclosure. If information developed during a RFTF/VOTF investigation is included in such a form, the TFO's department will maintain the information as an agent of

the RFTF/VOTF. Documents containing information that identifies, or tends to identify, a USMS confidential source program, or the use of sensitive equipment/techniques shall not be released outside of the USMS unless approved by the Office of General Counsel. No information related to RFTF/VOTF activities may be disseminated at any time to any third party (including a non-task force law enforcement officer, other law enforcement agency, or prosecutor's office) by any task force member without the express permission of the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This prohibition applies to formal and informal communications, as well as reports, memoranda, or other records compiled during the course of RFTF/VOTF operations.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than-lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

RELEASE OF LIABILITY: Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force: _____

UNITED STATES MARSHAL or RFTF COMMANDER:

Print Name: _____

Signature: _____

Date: _____

PARTICIPANT AGENCY:

Name: _____ **Phone:** _____

Location (City and State): _____

PARTICIPANT AGENCY REPRESENTATIVE(S):

Print Name and Title: _____

Signature: _____ **Date:** _____

INVESTIGATIVE OPERATIONS DIVISION:

Print Name: _____

Signature: _____ **Date:** _____