



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, May 11, 2021

Join Zoom Meeting: <https://us02web.zoom.us/j/84309633475>

Or call in at: (253) 215 8782, Meeting ID: 843 0963 3475

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	A	Finance Update	Barb
GUEST BUSINESS	B	Legislative Update	Doug Levy, Lobbyist
CONSENT AGENDA	C	Vouchers	Barb
	D	Council Meeting Minutes of April 27, 2021	Kelly
	E	Facilities Use Agreement with Row Club	Gene
PUBLIC HEARING	F	Ordinance 1118 Adoption of SEPA Flexible Thresholds	David
ACTION ITEMS	G	Revised Ordinance 1112 for Southeast Interlocal Annexation	David
	H	2021-2023 On-Call Tree Removal Services	Eric
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
DEPARTMENT REPORT

Council Agenda Date: 5/11/2021

Subject: 2021 1st Quarter Financial Update

Contact Person/Department: Barb Stevens/ Finance

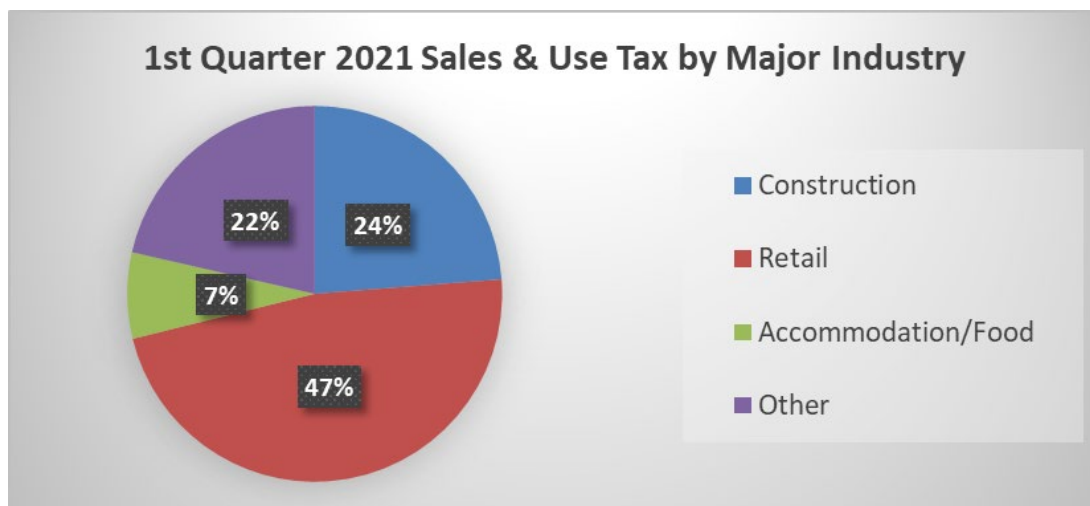
SUMMARY/BACKGROUND:

Overall Cash and Investments as of March 31, 2021, are \$29.8 million. We expect this amount to decrease to \$27.8 million by yearend if all budgeted projects are completed and on budget.

Revenues:

Citywide revenues are at \$7.7 million or 12% of budget. City revenues do not trend on a straight line due in part, to property tax receipts in April and October as well as grant reimbursements.

- Total sales tax receipts are at 36% of budget or \$1,628,456 compared to \$1,392,934 1st quarter of the prior year, a 17% increase.
 - Retail sales tax receipts are at \$680,480 up 32% over prior year
 - Construction sales tax receipts are currently trending at 24% of total sales tax or \$341,397 in comparison to prior year at \$351,628, a 3% decrease.
 - Accommodation and Food Services are down approximately \$10,000 over prior year, a 9% decrease.



- Building permits are at 22% of budget which equates to \$327,833, compared to \$614,885 prior year 1st quarter, a 47% decrease.
- Land use permits (Plats) are at 15% of total budget, or \$75,690. Prior year was \$319,703 at this point.
- Real Estate Excise Taxes are at 36% of total budget, or \$781,757 an increase over prior year receipts of \$272,674.

Expenditures:

Several budgeted projects are still in their early phases of planning and design, as such citywide expenditures are at 12% of budget, approximately \$8.4 million.

- All departments are within budget expectations

Interfund Loan Repayment:

A temporary interfund loan from the General Fund to the Traffic Mitigation Fund remains outstanding. The loan was made to cover construction costs related the 20th Street SE Capital Project due to lagging grant revenues from TIB. The full grant reimbursement is expected by July 2021 and repayment will be made when received. No interest will be paid by the borrowing fund as the loan was made from unrestricted general funds.

Summary:

Based on how the emphasized revenues correlate, we can anticipate continued receipts of restricted revenues from building permits and REET based on known and suspected development. We will continue to see upward trends in construction sales taxes received due to the building of the permitted commercial and residential structures.

2021 Budget Recommendation – June Staffing Hold

Our budgeted expectations related to revenues, specifically sales tax revenues, are being exceeded. As such, we recommend moving forward with the advertising and hiring of staff positions budgeted to be hired in June.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

N/A

ATTACHMENTS:

- Exhibit A: 2021 1st Quarter Financial Update

Monthly Financial Report

City of Lake Stevens, WA

www.lakestevenswa.gov

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To: City Council

FROM: Barbara Stevens, Finance Director

DATE: 4/15/2021

SUBJECT: Financial report for 1st Quarter 2021

All Funds

Overview:

Overall, the City ended 1st quarter 2021 with a fund balance of \$29,804,854. Revenues were at \$7,687,043 and expenses were at \$8,356,177.

General Fund:

Fund Balance:

The General Fund ended March with a fund balance of \$4,221,666. Revenues were at \$2,813,719 and expenses were at \$3,876,933.

Revenues: (Also see Monthly General Fund Revenue Graphs)

Revenues ended at 21% collected.

The City collected \$1,587,059 in sales tax, or 36% of budget. Of this amount, \$179,848 is Criminal Justice Sales Tax and \$300,000 is construction sales tax.

In addition to the above, the City has receipted an additional \$42,967 in construction sales tax into the **Contingency Fund**. These one-time revenues are being utilized for current and future capital needs.

Quarterly Comparison Sales Tax: Total sales tax revenue from last year at this time was \$1,392,934 compared to \$1,628,456 this year, an increase of **16.91%** over 2020. The main increase is from the retail industry.

Utility taxes ended at 28% or \$613,815. This tax is imposed on gas, telephone, electric and water providers at 6% of revenues and is based on their estimated receipts. Utility taxes in 2020 were \$621,364 in the 1st quarter.

Licenses & Permit (other than Building and Land Use) revenues ended at 26% of budget or \$139,448. The majority is from Cable Franchise Fees.

Intergovernmental revenues are at 34% of budget or \$280,412.

Charges for services ended at 1.2% of budget or \$2,284. The bulk of these revenues are from School Resource officer services to the school district and extra duty law enforcement services to outside organizations.

Monthly Financial Report

City of Lake Stevens, WA

www.lakestevenswa.gov

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Permit Fund (Managerial Fund):

Zoning and Subdivision fees are at \$75,690 or 15% of budget.

Building Permits ended at \$327,833 or 22% of budget. This time last year, permit revenue was \$614,885.

These revenues are used to offset permit related expenditures in the General Fund.

Expenditures: (Also see Monthly General Fund Expenditure Graphs)

Overall, General Fund expenditures ended at 23% spent or \$3,876,933.

Street Fund:

(Also, see Street Fund Operating Revenues and Expenditure BvA)

The Street Maintenance Division maintains the City's public roadway system in a safe and passable condition. Maintenance activities include pothole repair; traffic signal maintenance and operation; installation and replacement of traffic control signs and pavement markings; vegetation control and maintenance; sidewalk repair; street sweeping; snow and ice removal; and street lighting.

Revenues:

Total Street Fund revenues were \$271,678 or 11% of budget. The main revenue sources are Motor Vehicle Fuel Tax, which is a per gallon tax allocated on a per capita basis, and a 28% allocated contribution of Property Tax from the General Fund equaling approximately \$1.4 million annually. Additionally, the City imposed a utility tax on garbage providers in the amount of 6% that is used for road maintenance.

Expenditures:

Total Street Fund expenditures were \$545,433 or 16% of budget.

Monthly Financial Report

City of Lake Stevens, WA

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Storm and Surface Water Fund:

(Also, see Storm & Surface Water Fund Operating & Capital Fund Revenues and Expenditure BvA)

The Storm and Surface Water Fund maintains the City's storm system conveyance, detention, and retention systems, which includes; drainage pipes and ditches, catch basins, storm detention vaults and ponds, and water filtering systems.

Revenues:

The Storm and Surface Water Fund revenues ended at 3.8%, or \$184,433. The main revenue source is from storm drainage charges, which we contract payment processing through Snohomish County.

Expenditures: The fund's Expenditures are 18% of budget at \$1,195,080. In addition to operating expenditures, the Surface Water Capital Fund and Surface Water Debt Service Fund are included in the totals.

Monthly Financial Report

City of Lake Stevens, WA

www.lakestevenswa.gov

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Real Estate Excise Tax:

The Real Estate Excise Tax funds (Fund 303 and 304) each receive a quarter of a percent (0.25%) of all property sales in Lake Stevens. These funds have received \$781,757 together through March 2021. This is 36% of the \$2.2 Million budget. The REET funds received \$509,083 or 23% of budget last year at this time. These funds are used for capital projects.

Mitigation Funds:

Transportation Mitigation:

The Traffic Mitigation Fund receives mitigation dollars from development. The City has three separate traffic zones, TIZ1-TIZ3. These funds have received the following through March 2021:

TIZ 1 has received \$33,252 or 7% of budget. The 2021 budget is \$485,000.

TIZ 2 has received no permits yet. The 2021 budget is \$33,600.

TIZ 3 has received \$96,180 or 8% of budget. The 2021 budget is \$1,219,000.

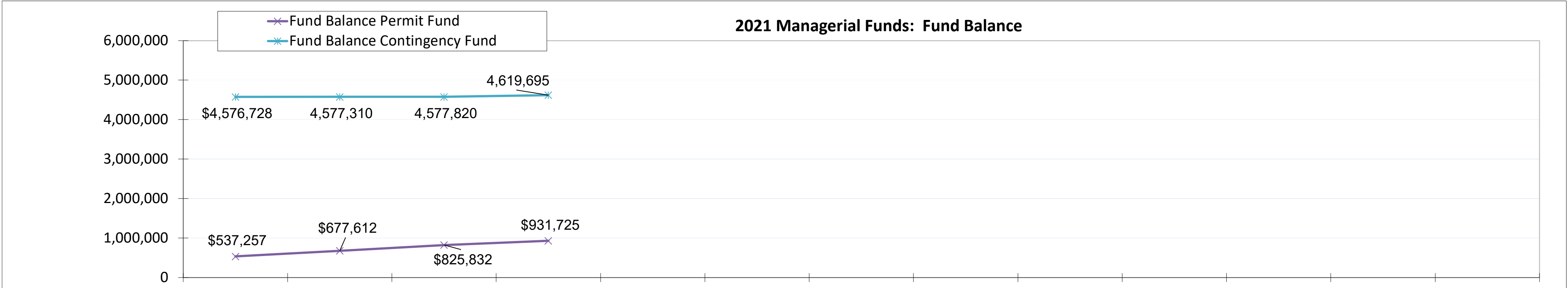
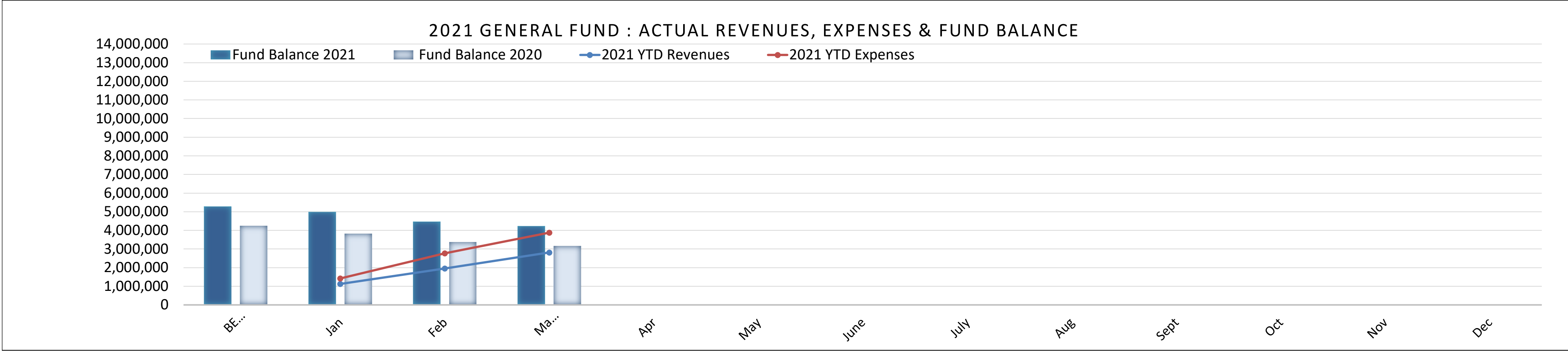
Park Mitigation:

The Park Mitigating Fund also receives mitigation from development. To date, \$173,615 or 14% of budget has been received. The 2021 budget is \$1,200,000.

Monthly Financial Report

As of March 31st, 2021

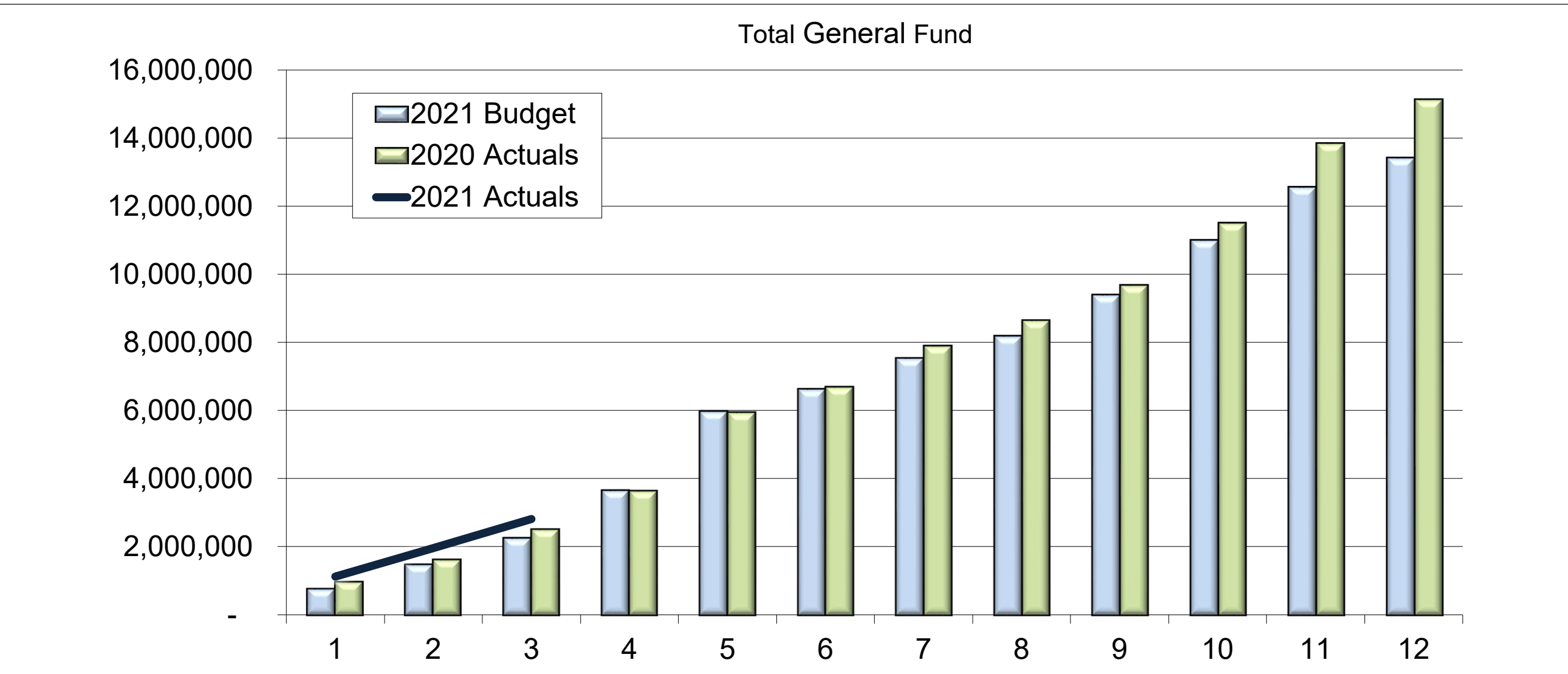
Month	2021 YTD Revenues	2021 YTD Expenses	Fund Balance 2021
BEG Fund Balance			5,284,879
Jan	1,124,037	1,419,660	4,989,256
Feb	1,957,584	2,771,096	4,471,367
March	2,813,719	3,876,933	4,221,666
Apr			
May			
June			
July			
Aug			
Sept			
Oct			
Nov			
Dec			



Monthly General Fund Revenue Graphs
As of March 31st, 2021

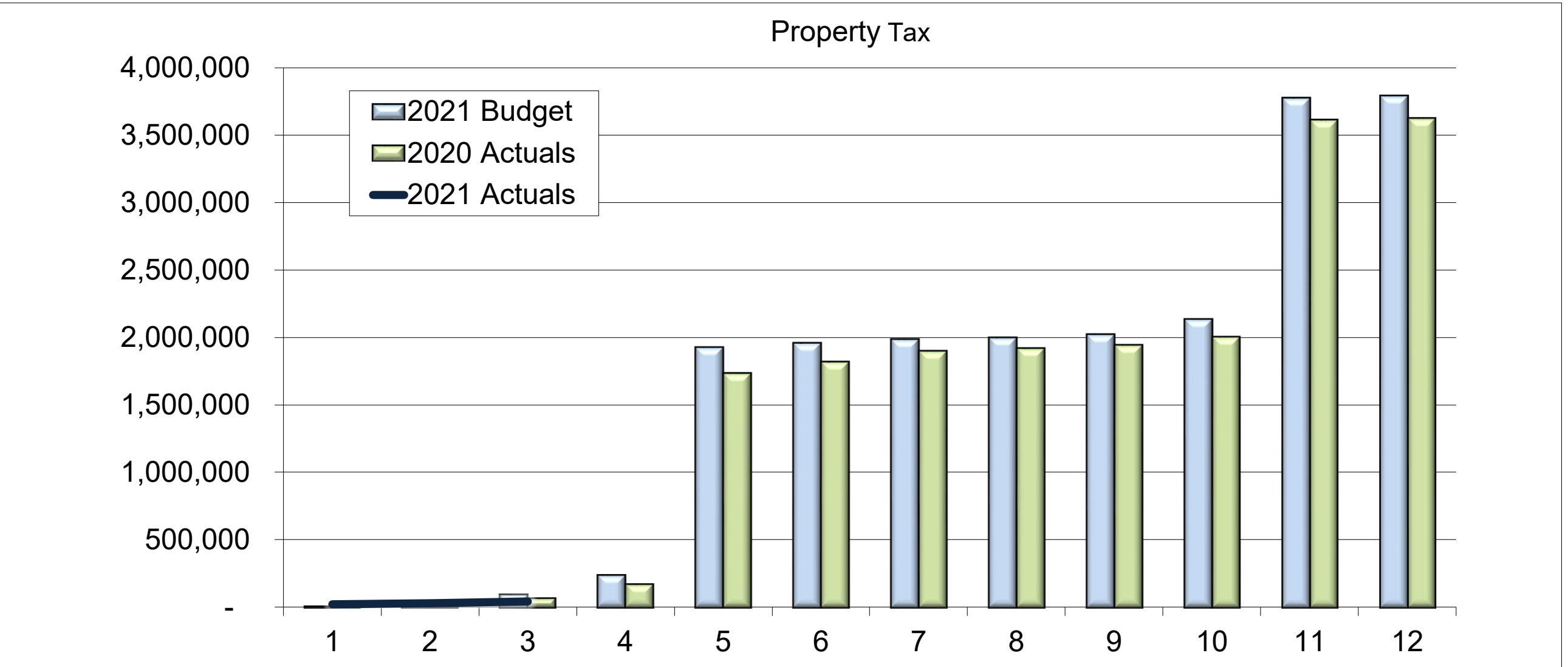
% thru year 25.0%

Total General Fund Revenues		
	2021 Budget	2021 Actuals
January	784,222	1,124,037
February	1,495,257	1,957,584
March	2,280,499	2,813,719
April	3,674,320	
May	5,981,978	
June	6,637,073	
July	7,536,977	
August	8,189,906	
September	9,396,962	
October	10,995,698	
November	12,556,719	
December	13,414,227	
Percent collected to date		20.98%



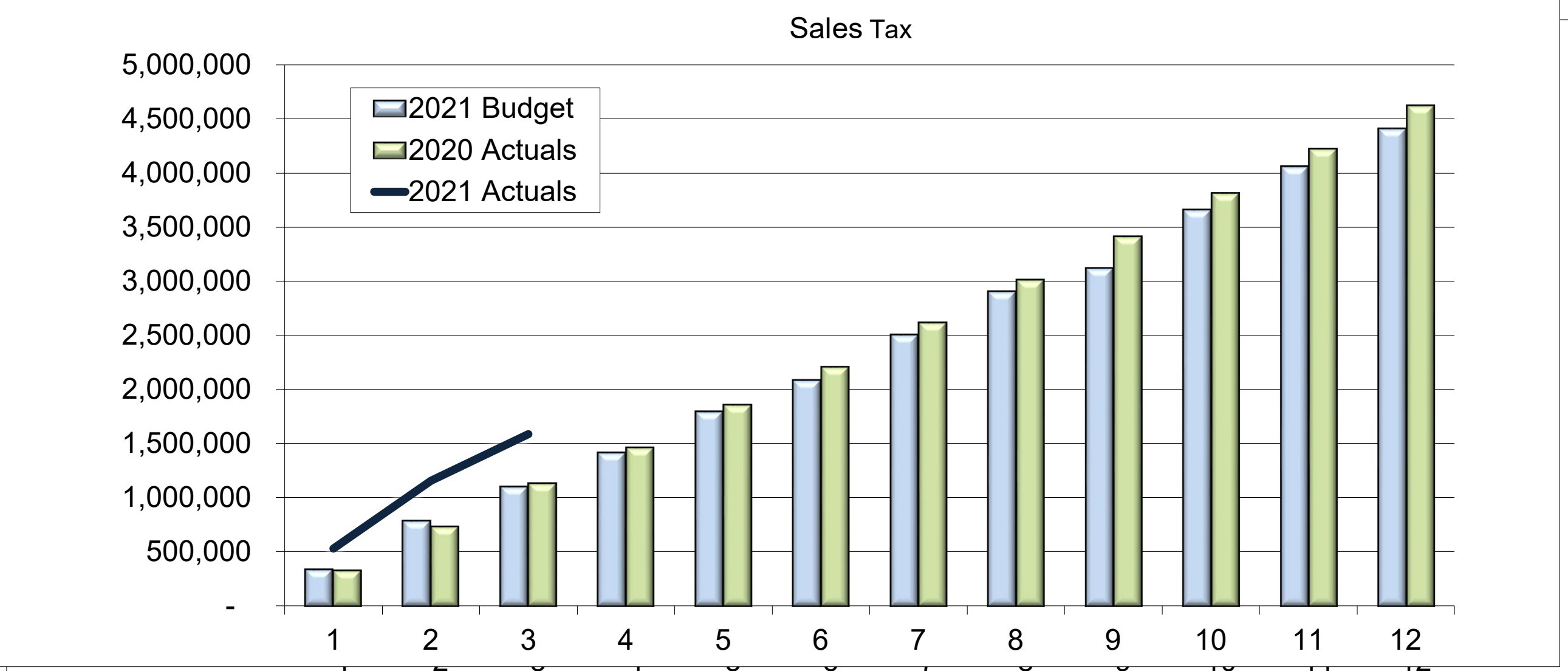
Total General Fund revenues.

Property Tax		
28.29% of total GF Revenues		
	2021 Budget	2021 Actuals
January	10,016	20,350
February	28,379	28,241
March	100,986	41,103
April	242,665	
May	1,930,349	
June	1,962,941	
July	1,991,942	
August	2,004,762	
September	2,025,254	
October	2,139,209	
November	3,779,637	
December	3,795,352	
Percent collected to date		1.08%



Property Taxes are paid twice a year (in May and November). Most property taxes are accounted for in the General Fund, however 28% of property taxes are also receipted in Fund 101 - Street.

Sales Tax		
32.88% of total GF Revenues		
	2021 Budget	2021 Actuals
January	341,468	529,537
February	793,152	1,158,663
March	1,107,177	1,587,059
April	1,419,399	
May	1,799,246	
June	2,090,201	
July	2,507,470	
August	2,908,115	
September	3,124,024	
October	3,663,632	
November	4,062,484	
December	4,410,400	
Percent collected to date		35.98%

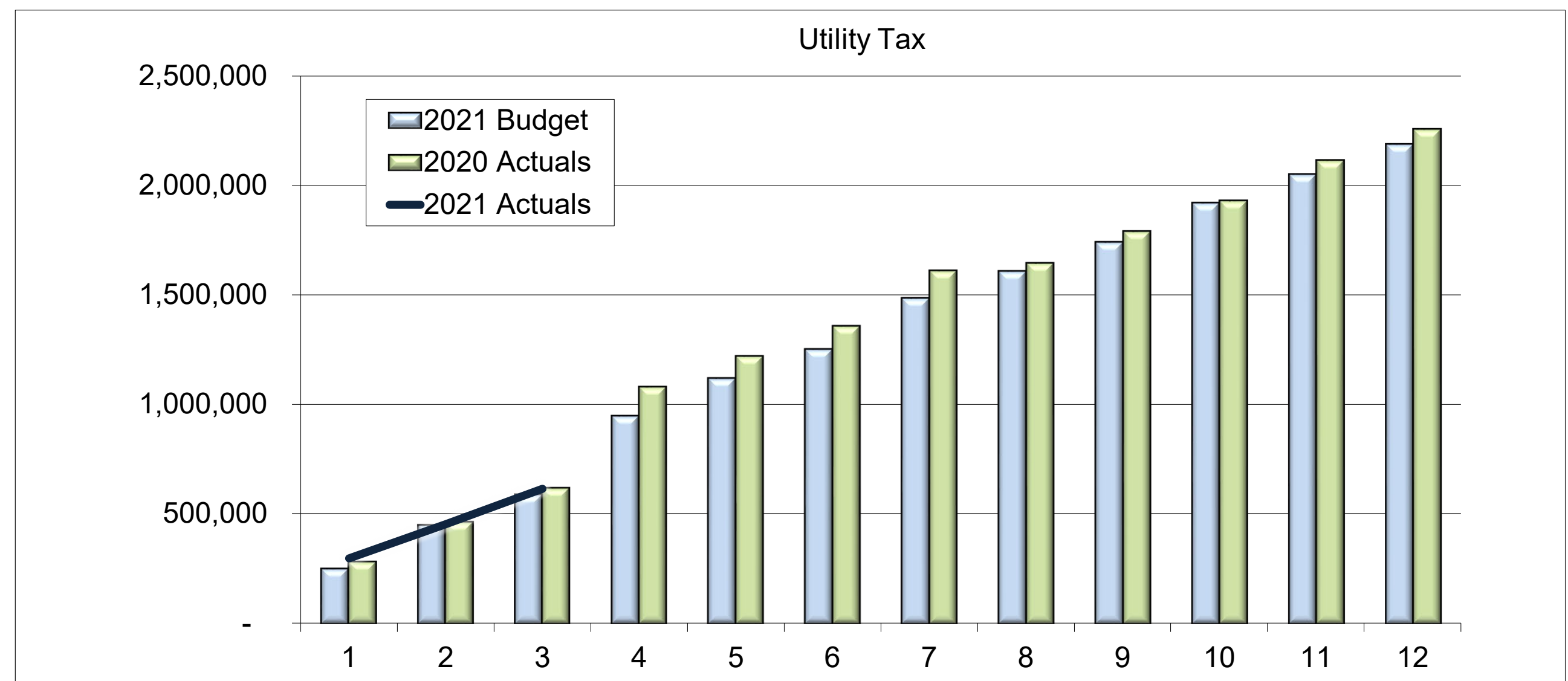


The total sales tax rate is 9% of the value of the sale. The City receives 0.85% of the 9%. The State receives the majority of sales tax at 6.5%. Taxes are collected by the state and sent to the city two months after the actual collection. This account also has Criminal justice sales tax, which is 1/10 of 1% or .1% of sales in the city, and it's use is restricted to Law Enforcement. (10 cents per \$100 in sales).

Monthly General Fund Revenue Graphs **As of March 31st, 2021**

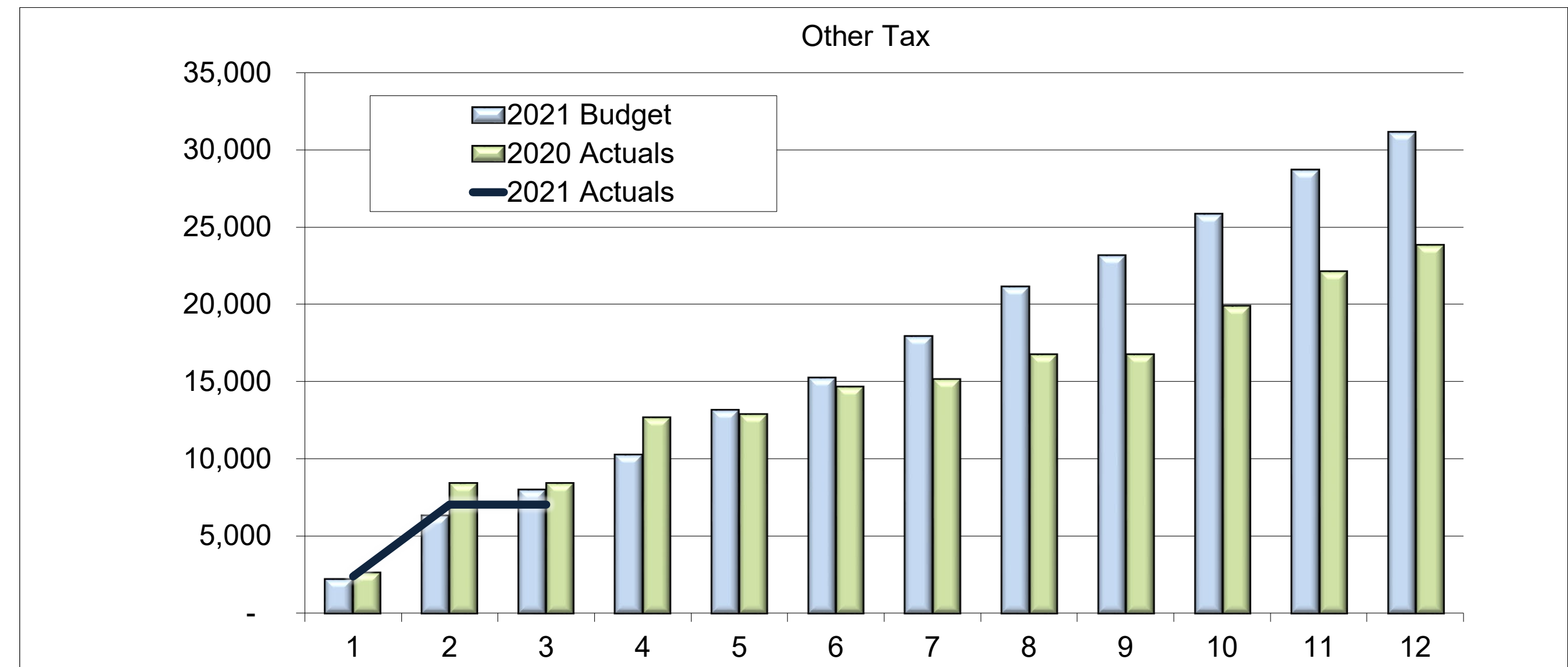
% thru year 25.0%

Utility		
	16.33%	of total GF Revenues
	2021 Budget	2021 Actuals
January	254,235	295,907
February	452,511	451,450
March	592,510	613,815
April	949,589	
May	1,122,667	
June	1,254,361	
July	1,488,808	
August	1,611,035	
September	1,742,734	
October	1,922,574	
November	2,053,465	
December	2,190,000	
Percent collected to date		28.03%



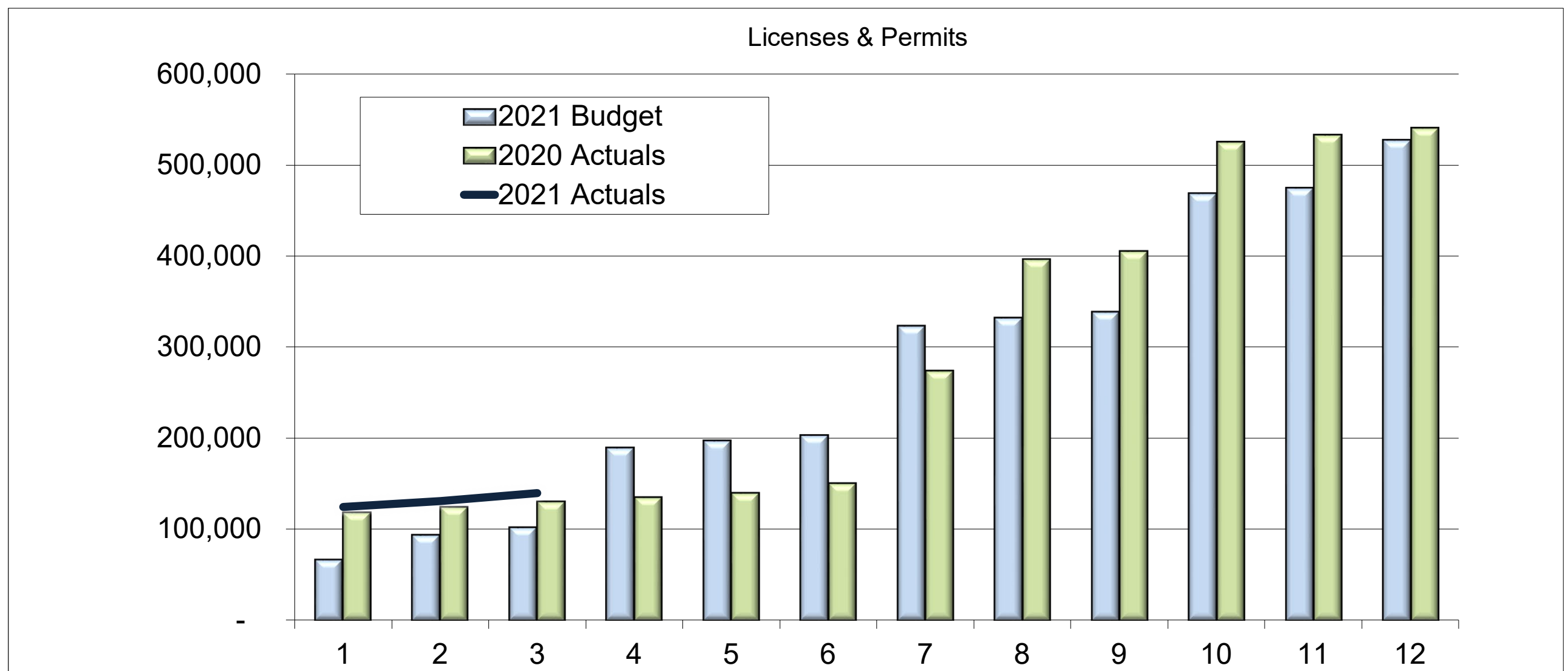
The utility tax rate is 6% on the gross revenue of telephone, gas and electric. The City does not have a utility tax on cable, instead imposing a franchise fee. In April of 2019, the City began collecting 6% tax imposed on garbage and water providers. The garbage tax is utilized in the Street Fund for transportation needs. The City does not impose a utility tax on sewer or storm water providers.

Other Taxes		
	0.23%	of total GF Revenues
	2021 Budget	2021 Actuals
January	2,255	2,376
February	6,355	7,025
March	8,021	7,025
April	10,266	
May	13,153	
June	15,266	
July	17,920	
August	21,110	
September	23,149	
October	25,830	
November	28,684	
December	31,125	
Percent collected to date		22.57%



This account includes gambling taxes which include pull tabs and amusement games. The tax is 5% of gross sales.

Licenses / Other Permits		
	3.93%	of total GF Revenues
	2021 Budget	2021 Actuals
January	67,053	124,227
February	94,279	130,801
March	102,338	139,448
April	189,967	
May	197,262	
June	203,086	
July	323,255	
August	332,050	
September	338,728	
October	468,258	
November	474,425	
December	527,000	
Percent collected to date		26.46%



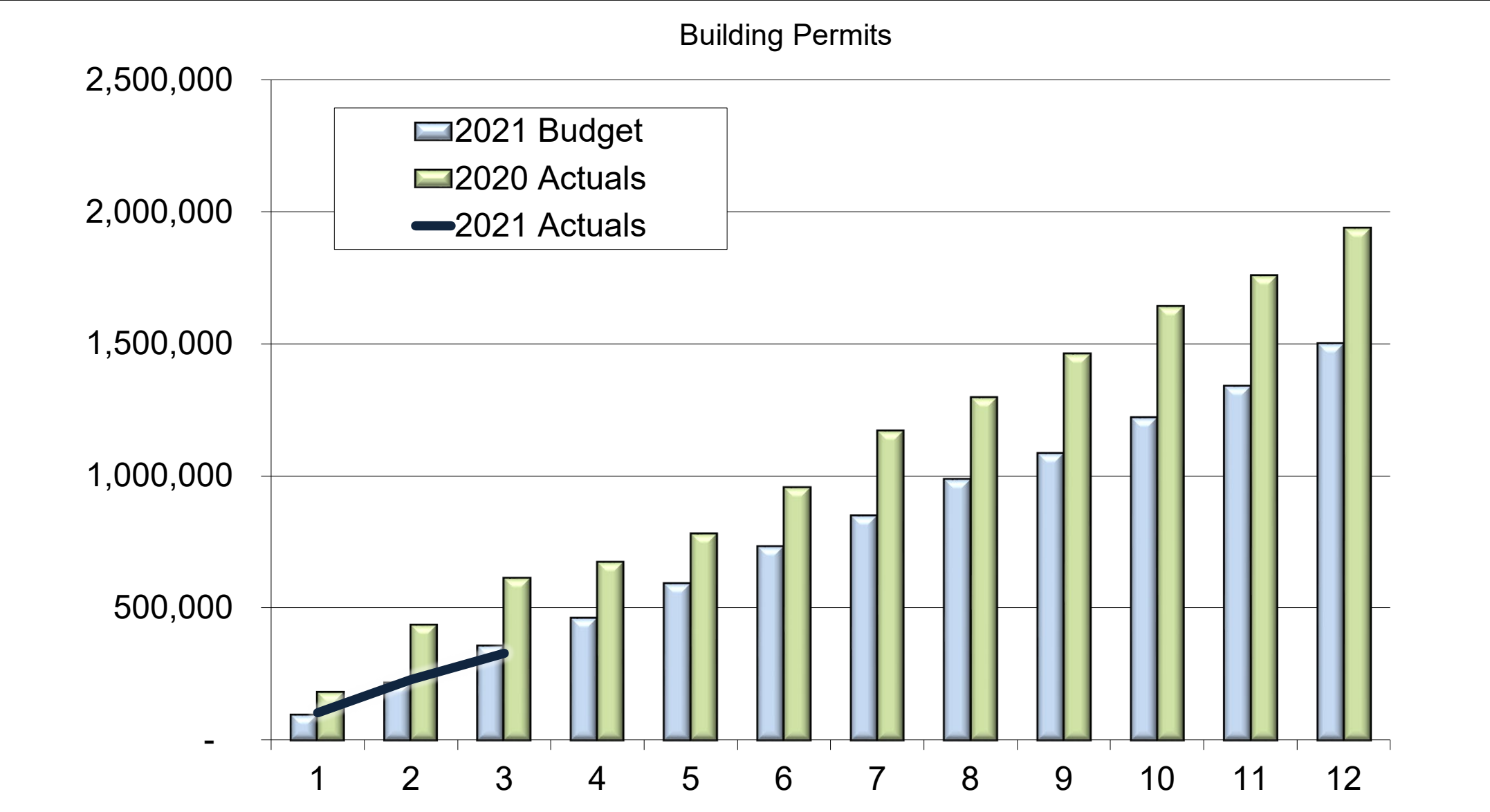
This account has Business Licenses, Cable Franchise fees, and permits other than building and land use. In December of 2019, the City received a lump sum payment for 6 years of underpaid franchise fees from Comcast.

Monthly General Fund Revenue Graphs
As of March 31st, 2021

% thru year 25.0%

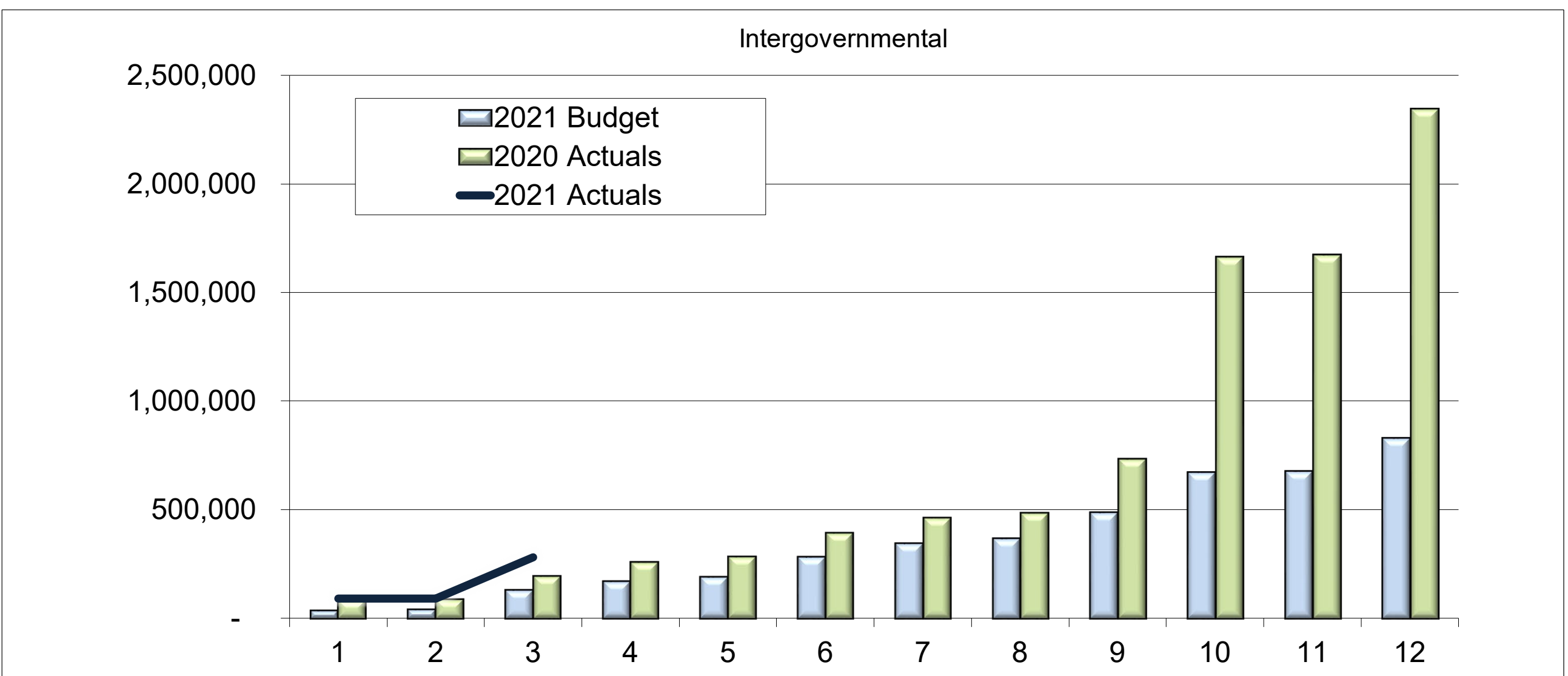
Building Permits (FUND 003)

	2021 Budget	2021 Actuals	2021 Zoning Rev
FUND 003			
January	98,694	102,763	37,505
February	219,187	229,196	59,200
March	358,897	327,833	75,690
April	464,234		
May	593,982		
June	734,312		
July	849,352		
August	987,187		
September	1,084,834		
October	1,220,802		
November	1,338,865		
December	1,500,000		
Percent collected to date		21.86%	15.14%



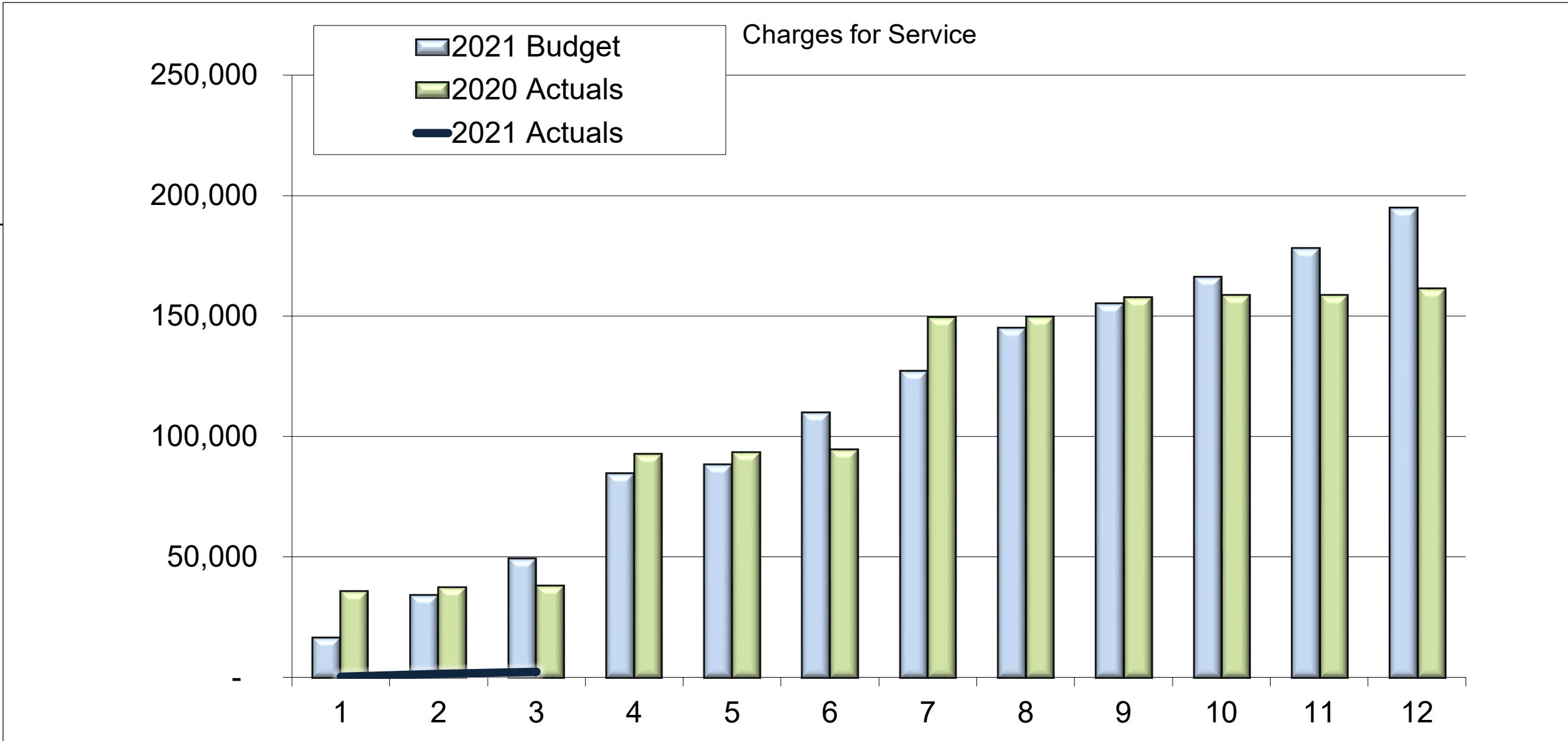
Permits related to development. These revenues are held in a managerial fund along with land use permit revenues, separate from other operating revenues.

	2021 Budget	2021 Actuals
Intergovernmental		
6.16% of total GF Revenues		
January	38,966	90,447
February	44,014	90,447
March	132,685	280,412
April	171,289	
May	191,167	
June	284,088	
July	345,223	
August	368,263	
September	487,363	
October	669,930	
November	675,371	
December	826,300	
Percent collected to date		33.94%



Intergovernmental revenues include state support for criminal justice, state shared revenues for liquor taxes, liquor profits, and marijuana enforcement. Also included are PUD privilege taxes, and City-County assistance. Various types of grants are also included.

	2021 Budget	2021 Actuals
Charges for Service		
1.45% of total GF Revenues		
January	16,767	252
February	34,394	1,485
March	49,582	2,284
April	84,920	
May	88,536	
June	110,046	
July	127,215	
August	145,240	
September	155,127	
October	166,207	
November	178,150	
December	194,820	
Percent collected to date		1.17%

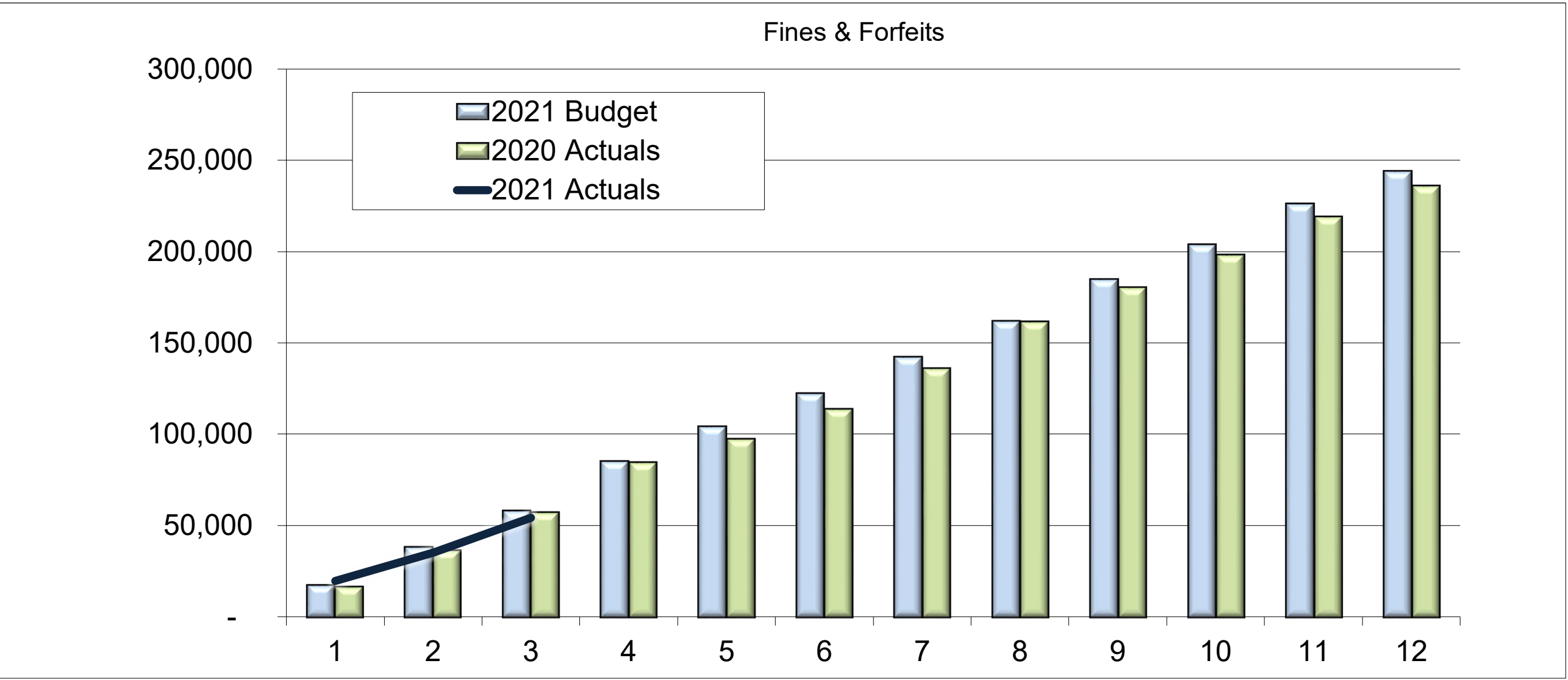


Charges for service included charges for School Resource Officer

Monthly General Fund Revenue Graphs
As of March 31st, 2021

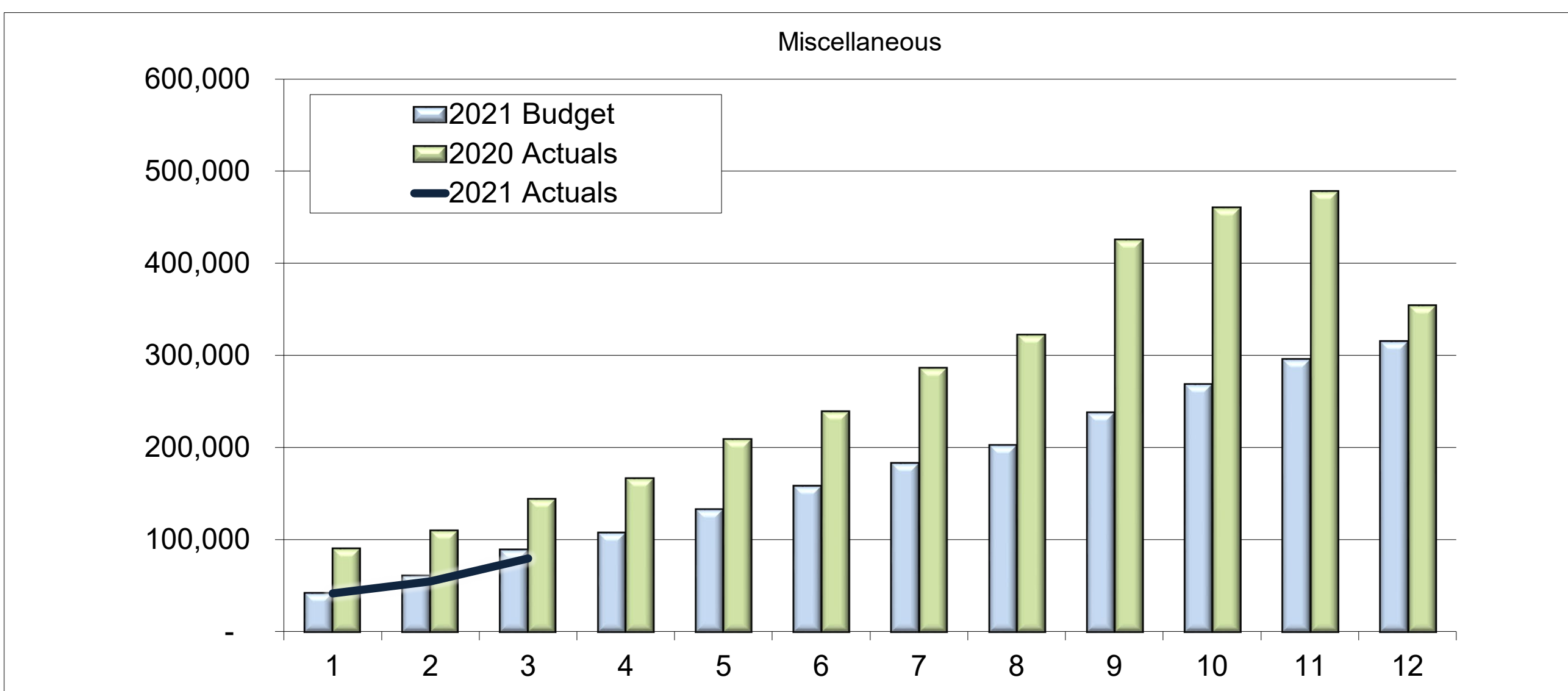
% thru year 25.0%

Fines & Forfeits		
1.82% of total GF Revenues		
	2021 Budget	2021 Actuals
January	17,780	19,597
February	38,574	35,212
March	58,450	54,201
April	85,575	
May	104,492	
June	122,668	
July	142,679	
August	162,053	
September	185,120	
October	204,132	
November	226,215	
December	244,100	
Percent collected to date		22%



Fines and Forfeits collected by the district court on behalf of the city for violations. This revenue is projected to decrease due to changes in legislation related to fees imposed on indigent defendants.

Miscellaneous		
2.35% of total GF Revenues		
	2021 Budget	2021 Actuals
January	42,737	41,344
February	61,671	54,260
March	89,814	79,317
April	108,036	
May	133,116	
June	158,736	
July	183,237	
August	203,005	
September	237,896	
October	268,778	
November	296,008	
December	315,130	
Percent collected to date		25%



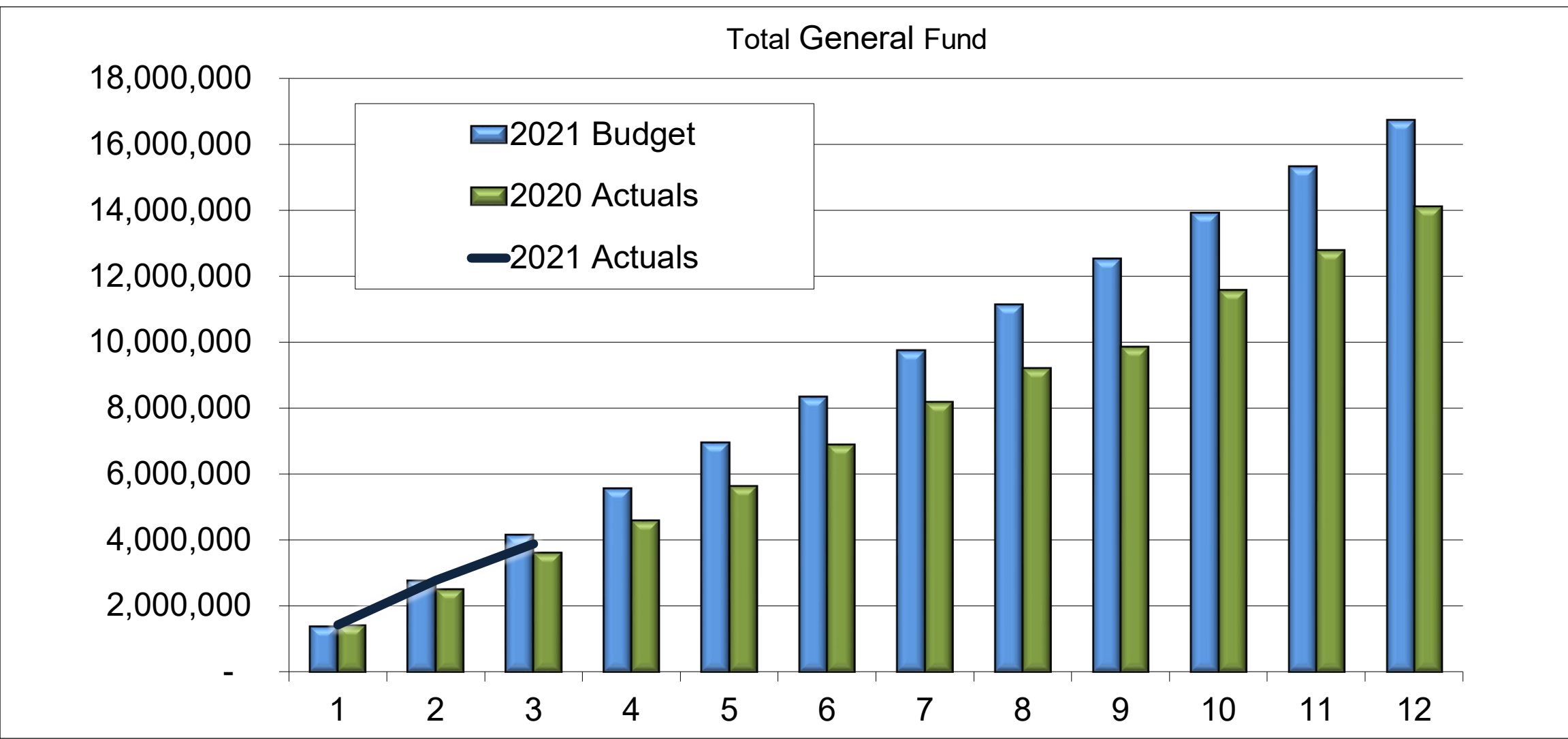
Miscellaneous revenues includes interest earnings, lease revenues, insurance recoveries, other smaller revenues that do not fit into one of the above categories. In December of 2019, the City received a interest and penalties from Comcast for the related underpayments of franchise fees.

Monthly General Fund Expenditure Graphs
As of March 31st, 2021

% thru year 25.0%

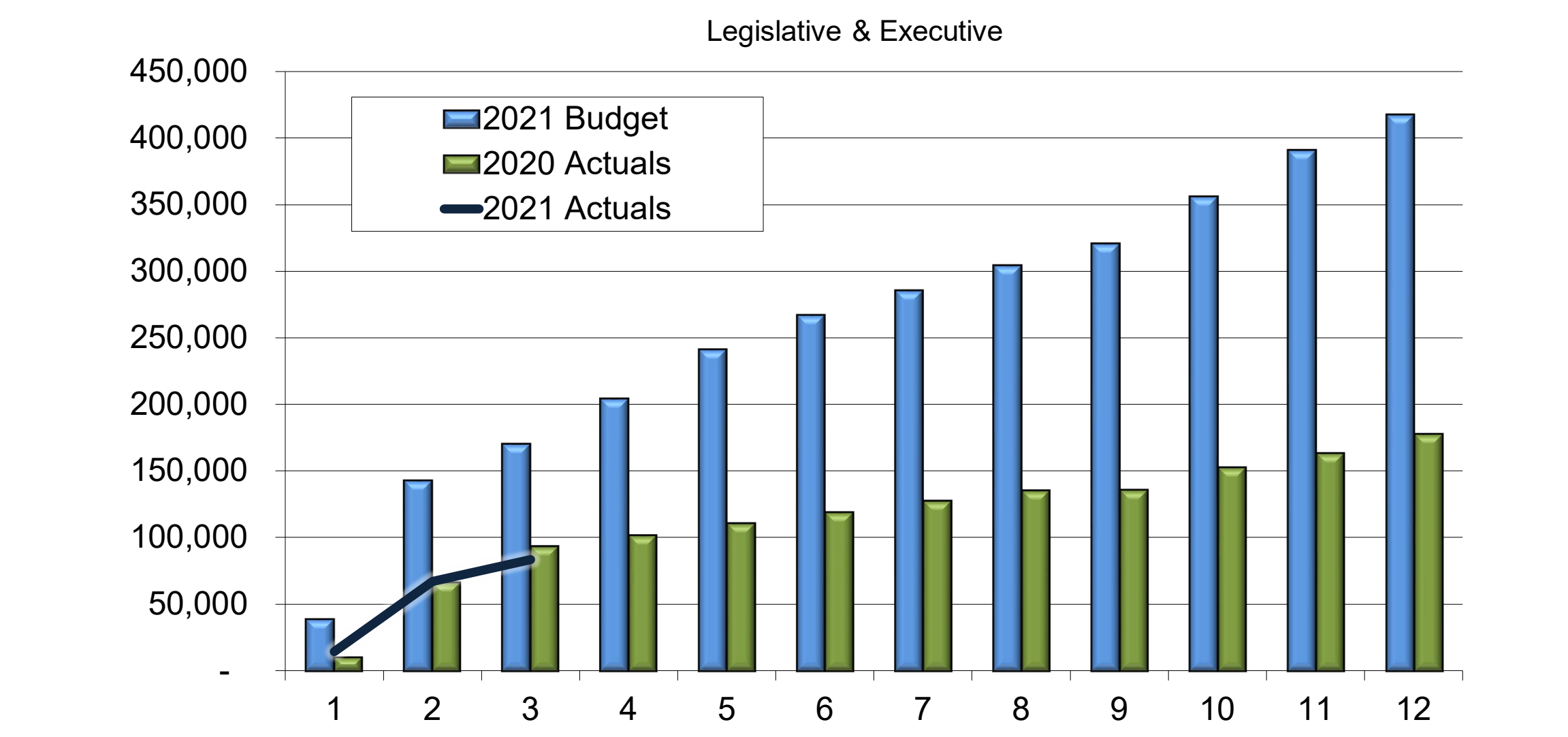
Total General Fund Expenditures		
	2021 Budget	2021 Actuals
January	1,379,958	1,419,660
February	2,773,431	2,771,096
March	4,166,904	3,876,933
April	5,560,376	
May	6,953,849	
June	8,347,322	
July	9,740,795	
August	11,134,268	
September	12,527,740	
October	13,921,213	
November	15,314,686	
December	16,721,674	
% spent		23.19%

Total General Fund Expenditures.



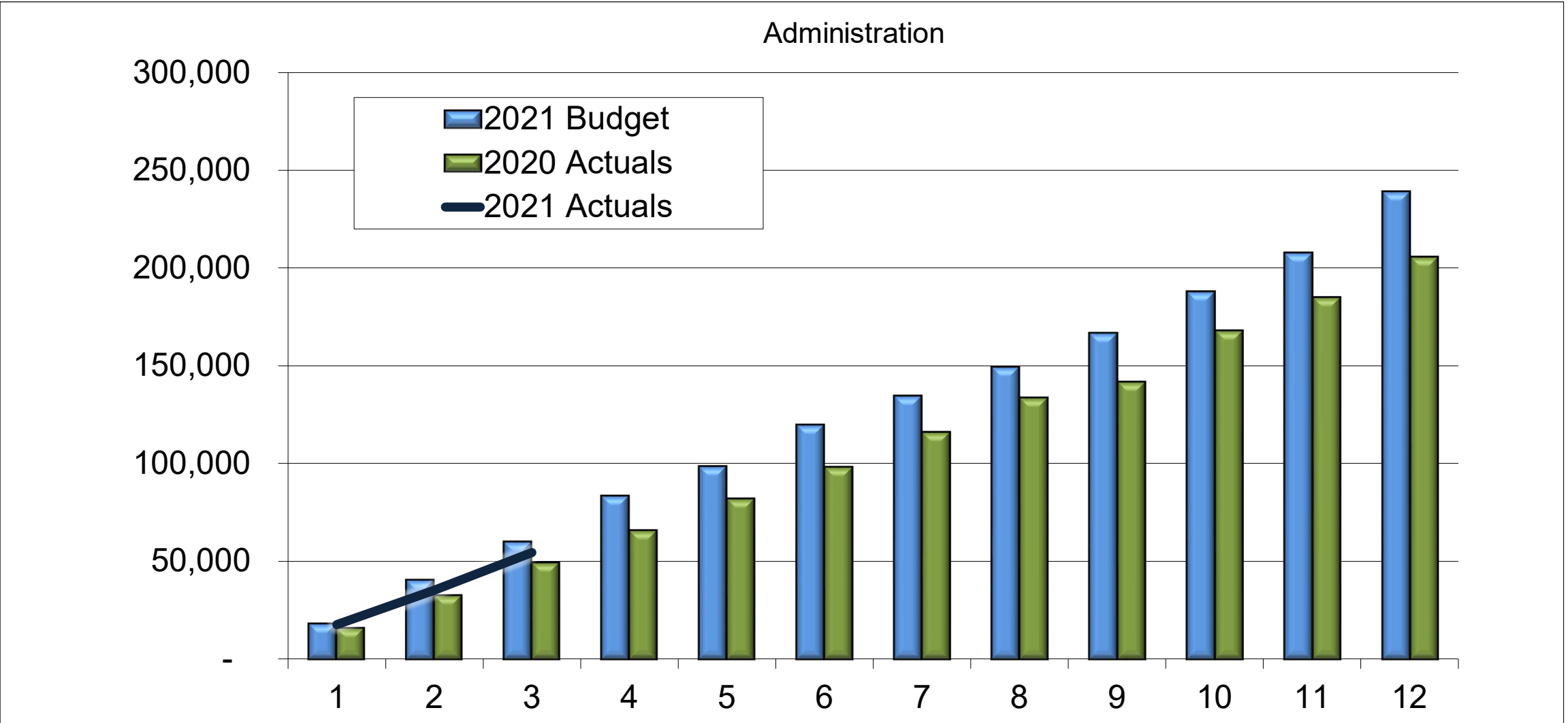
Legislative & Executive		
2.50% of total GF Exp		
	2021 Budget	2021 Actuals
January	39,142	14,294
February	143,129	67,132
March	170,371	83,394
April	204,480	
May	241,389	
June	267,107	
July	285,589	
August	304,414	
September	320,979	
October	355,831	
November	390,611	
December	417,353	
% spent		19.98%

Includes activities related to the City Council and Mayor. Major items include salaries and benefits, travel & meetings, and voter registration fees.



Administration		
1.43% of total GF Exp		
	2021 Budget	2021 Actuals
January	18,272	17,523
February	40,821	35,127
March	60,063	54,390
April	83,537	
May	98,681	
June	119,906	
July	134,672	
August	149,431	
September	166,768	
October	187,710	
November	207,610	
December	238,797	
% spent		22.78%

Includes the salary, benefits and operating costs of the City Administrator. City Administrator Salary is 71% General Fund, 20% street, and 9% to Storm Water.



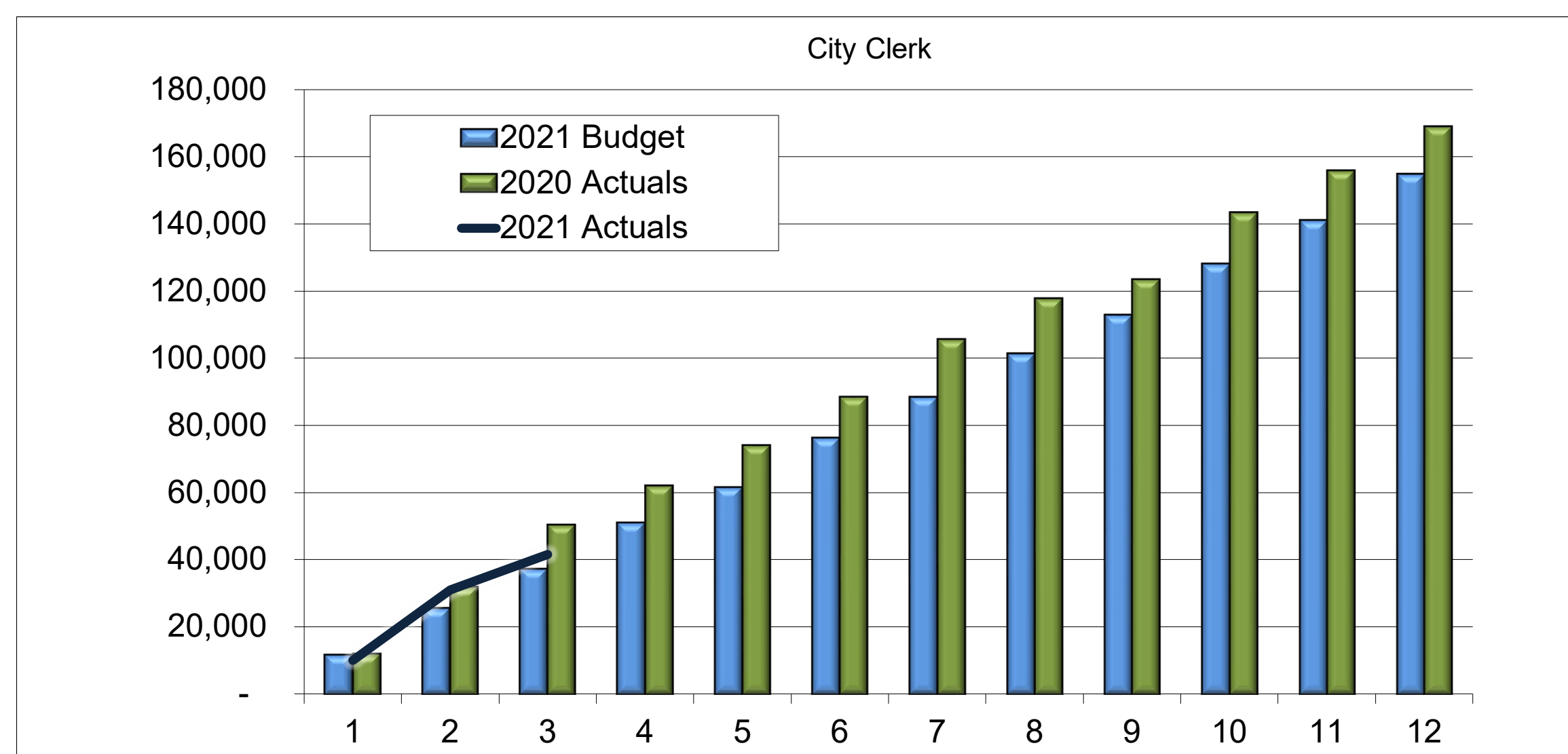
Monthly General Fund Expenditure Graphs As of March 31st, 2021

% thru year 25.0%

City Clerk

0.93% of total GF Exp

	2021 Budget	2021 Actuals
January	11,848	9,972
February	25,756	30,930
March	37,463	41,518
April	51,193	
May	61,771	
June	76,390	
July	88,478	
August	101,436	
September	112,990	
October	128,257	
November	141,158	
December	154,820	
% spent		26.82%

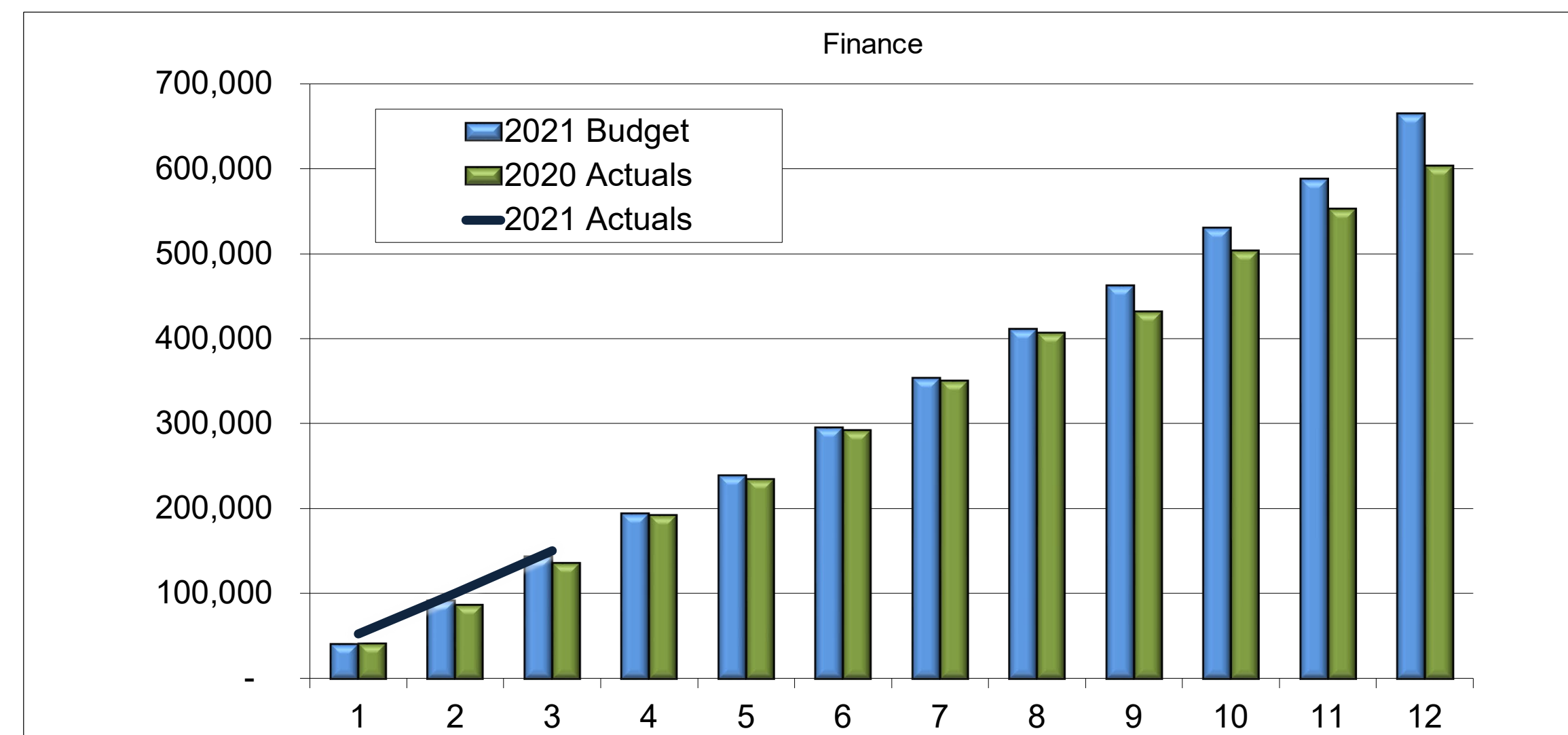


City Clerk activities including records management, public disclosure, legal compliance services, agendas, minutes and legal notifications . Costs are mainly salaries and benefits.

Finance

3.97% of total GF Exp

	2021 Budget	2021 Actuals
January	41,255	52,274
February	92,133	100,064
March	144,142	150,184
April	194,600	
May	239,749	
June	295,762	
July	354,151	
August	411,183	
September	462,364	
October	530,397	
November	587,719	
December	664,504	
% spent		22.60%

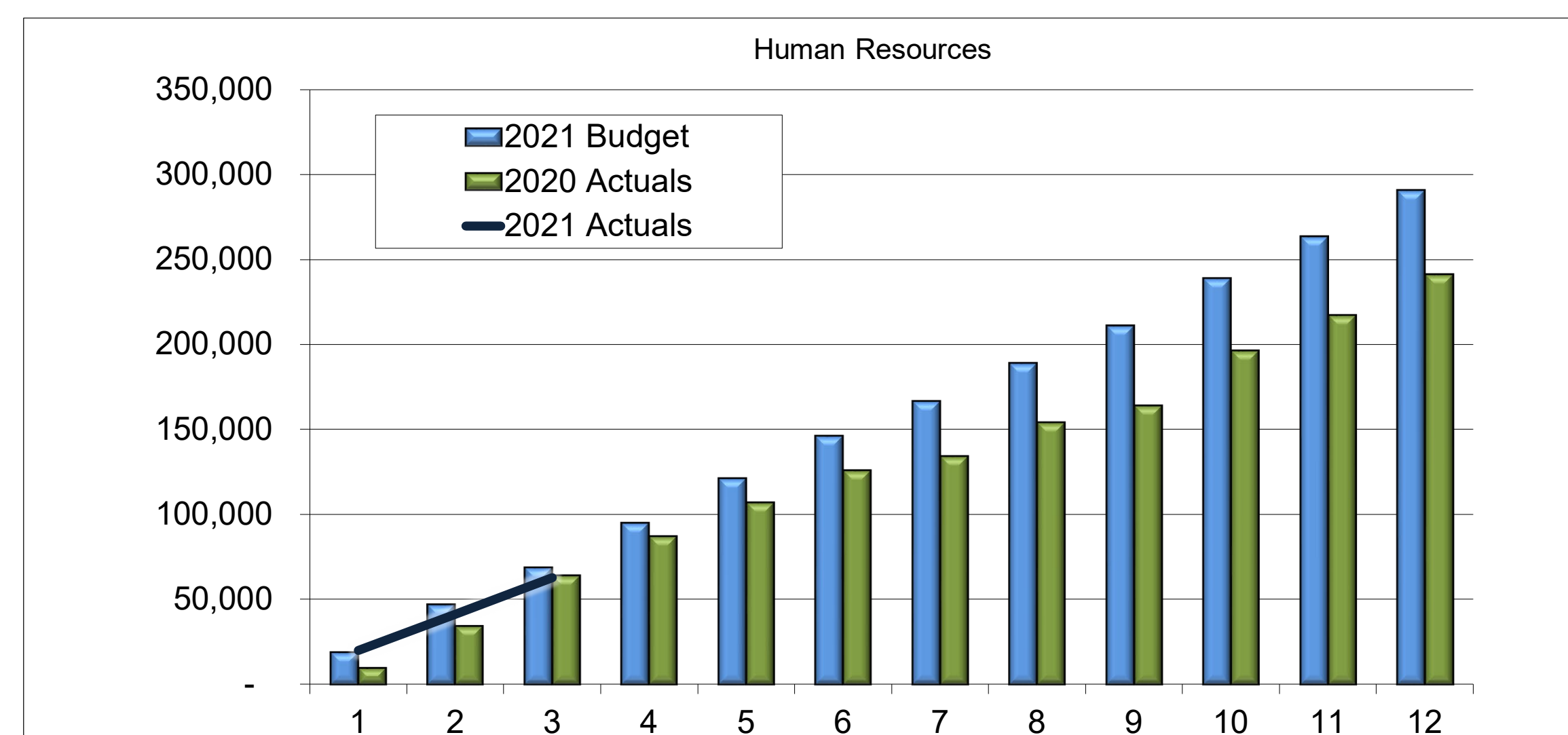


Finance provides for accounting, payroll processing, purchasing/payments, budgeting, and treasury services. Planned expenditures include professional services including costs related to the State Audit.

Human Resources

1.74% of total GF Exp

	2021 Budget	2021 Actuals
January	18,962	19,848
February	47,033	41,121
March	69,054	62,671
April	95,284	
May	121,307	
June	146,344	
July	166,771	
August	189,117	
September	211,175	
October	238,981	
November	263,566	
December	290,687	
% spent		21.56%



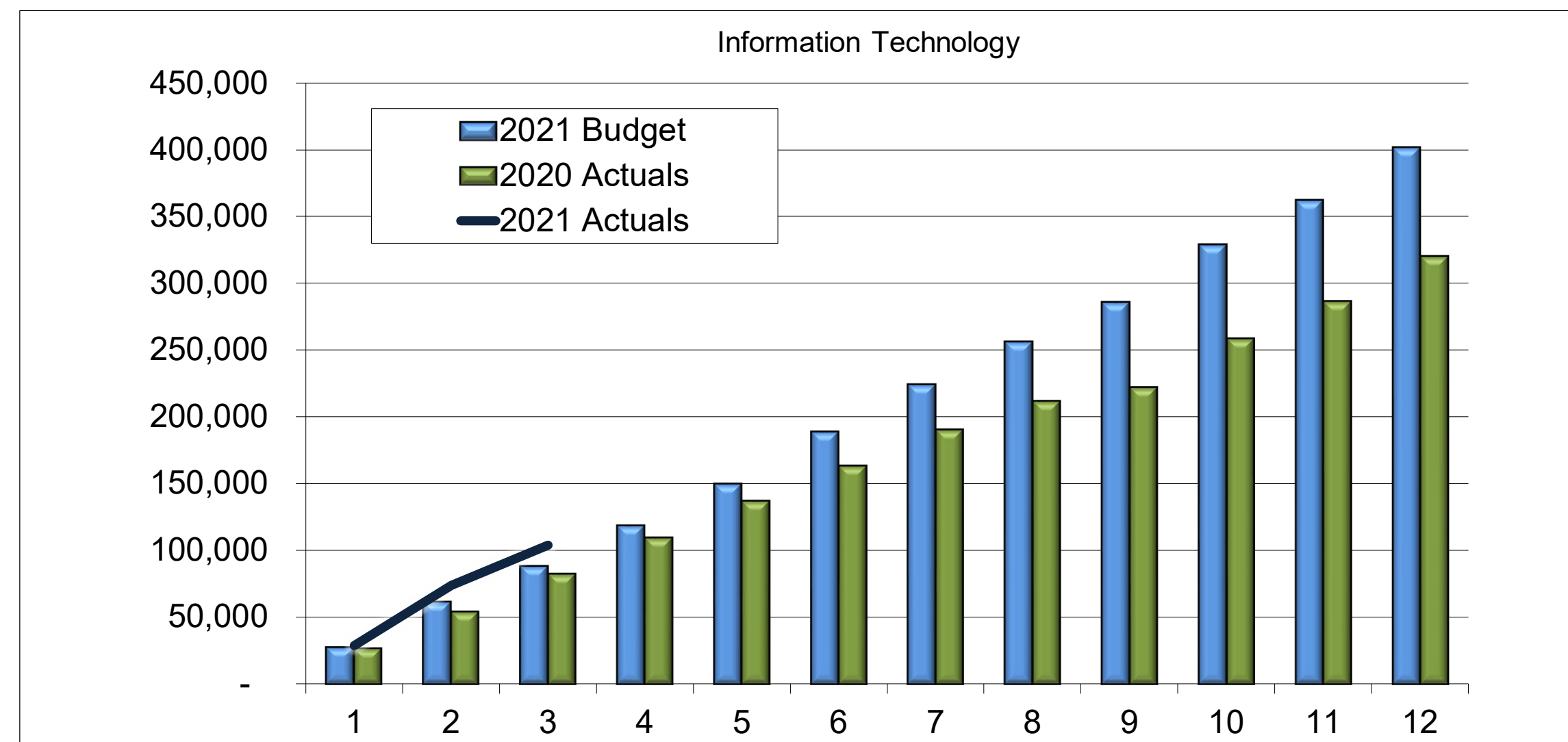
Human Resources provides personnel, recruitment and related functions.

Monthly General Fund Expenditure Graphs As of March 31st, 2021

% thru year 25.0%

Information Technology

2.40% of total GF Exp

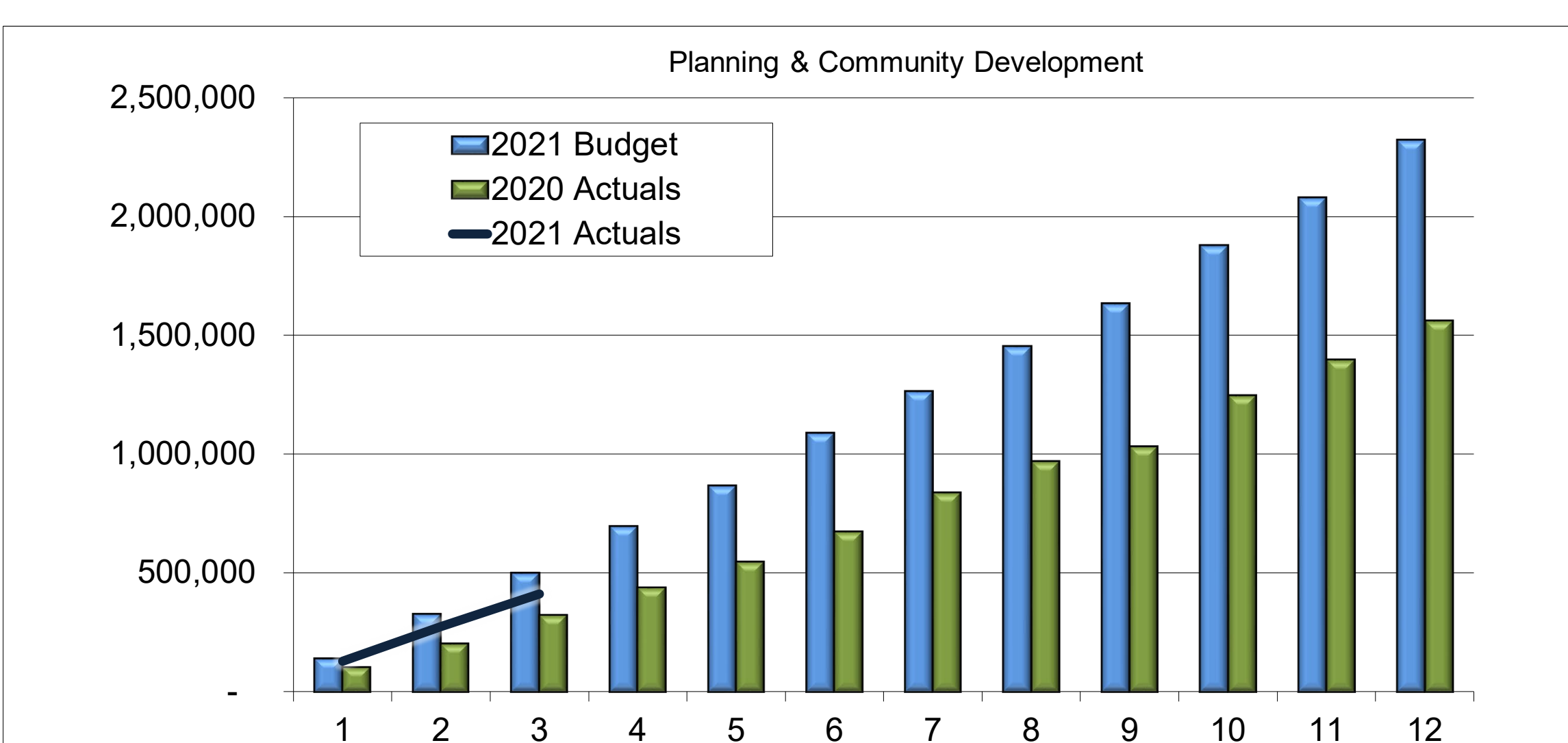


% spent 25.86%

Information Technology provides technical hardware and software support of the City's computer systems and communication systems. Provides technology training, responding to technical support requests, administrating the city website and intranet.

Planning & Community Development

13.89% of total GF Exp

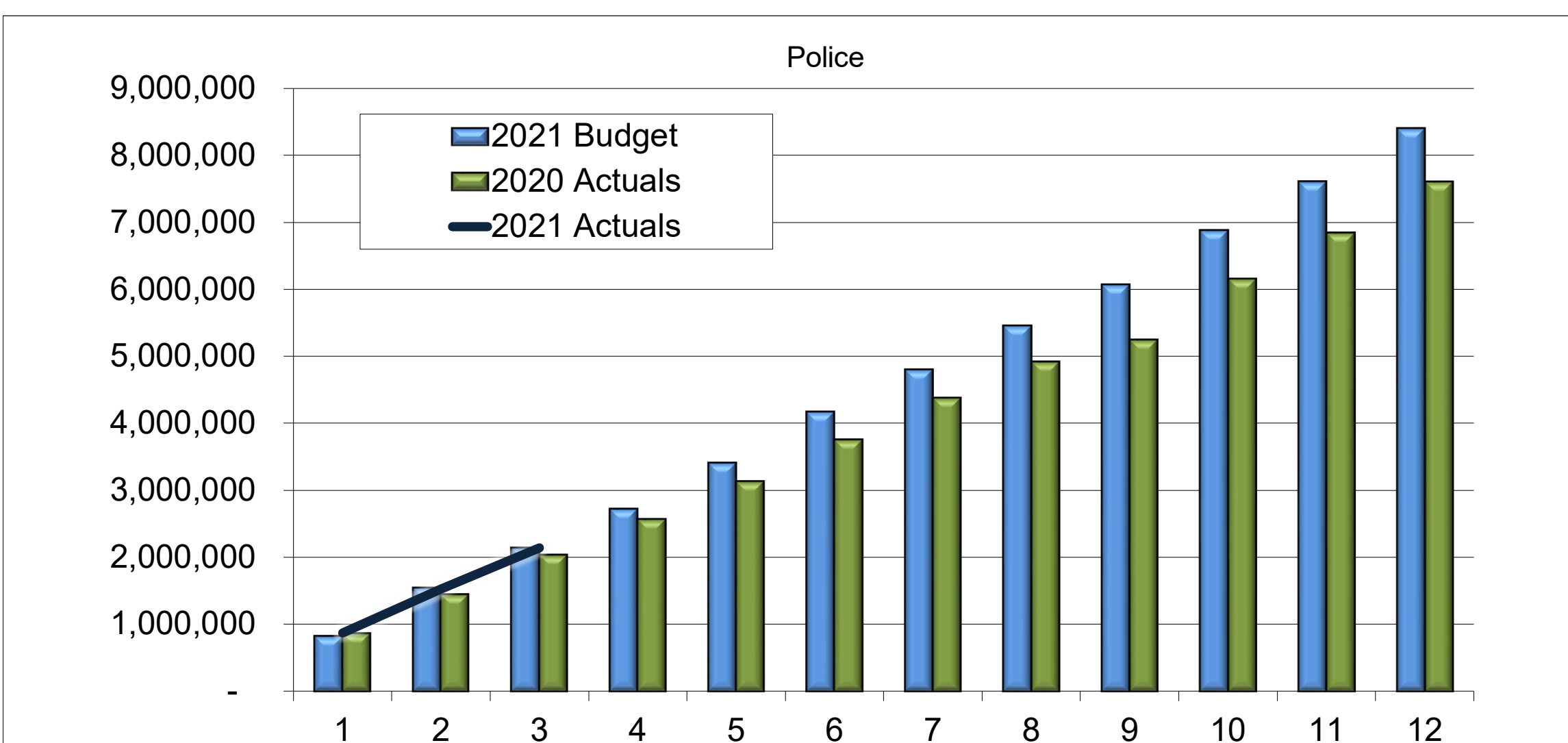


% spent 17.69%

Largely accounts for the planning department which includes the permit center, long-range and short-range planning, and plan review. Also includes building official and building inspections in addition to economic development and code enforcement related activities. This department remained significantly under budget due to open staffing positions.

Police

50.28% of total GF Exp



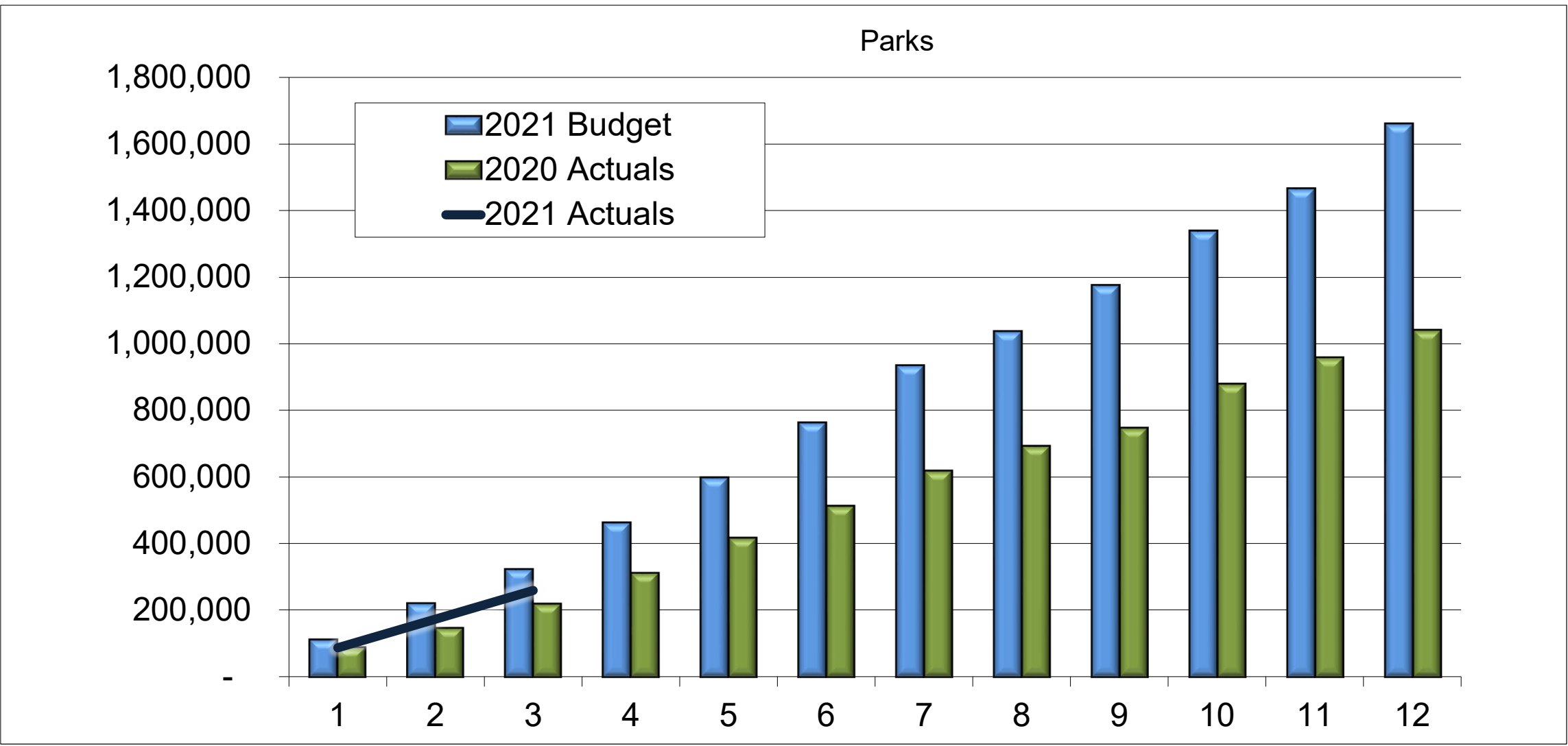
% spent 25.44%

Police Department Services. This includes funding in the amount of \$247,300 is supplied by the General Fund to the Police Capital Fund for equipment purchases.

Monthly General Fund Expenditure Graphs
As of March 31st, 2021

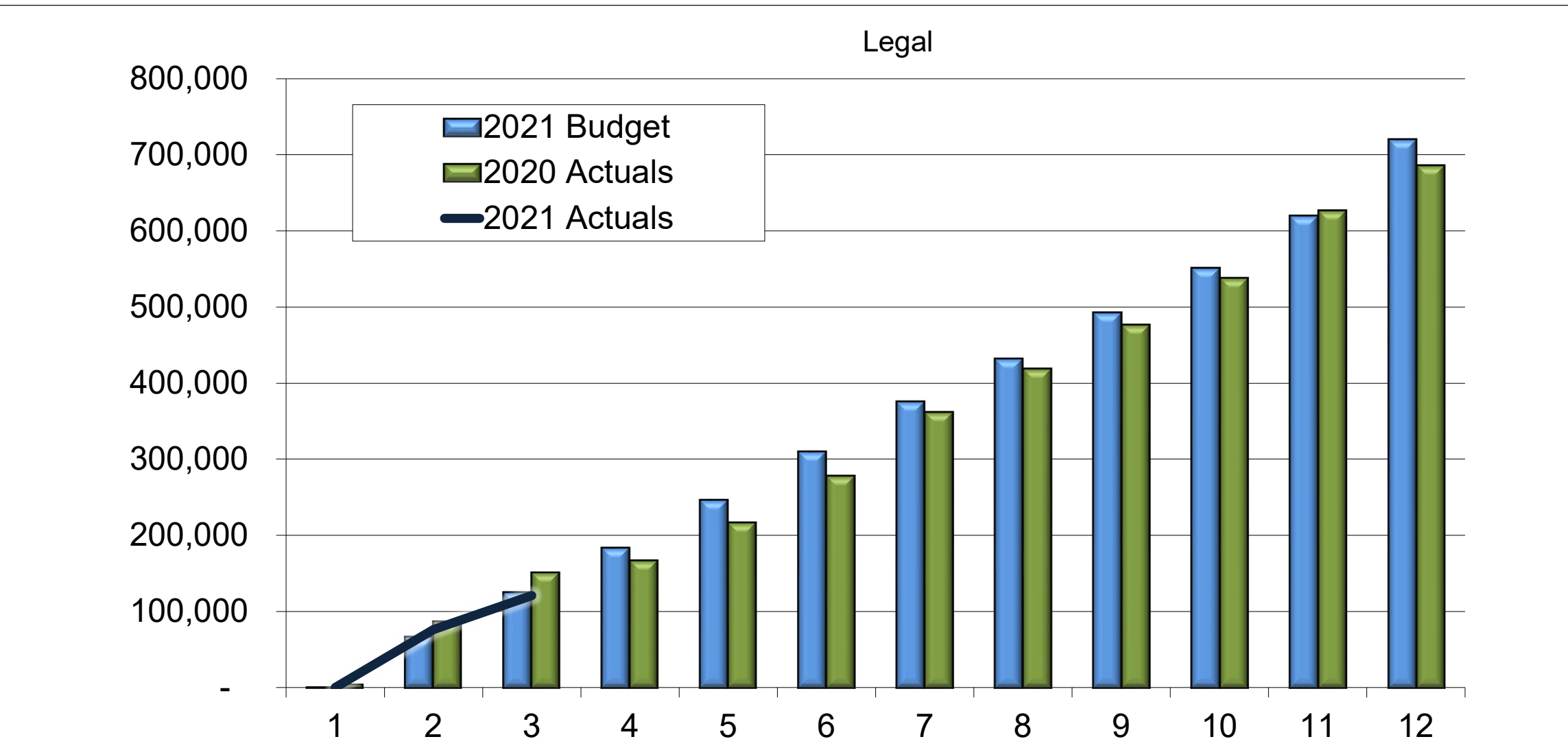
% thru year 25.0%

Parks		
9.93% of total GF Exp		
	2021 Budget	2021 Actuals
January	112,987	86,747
February	221,496	172,876
March	324,160	258,875
April	464,732	
May	598,859	
June	763,771	
July	934,916	
August	1,037,424	
September	1,176,767	
October	1,339,127	
November	1,466,737	
December	1,660,054	
% spent		15.59%



Parks within the General Fund includes personnel, park maintenance, and capital outlay.

Legal		
4.30% of total GF Exp		
	2021 Budget	2021 Actuals
January	1,309	-
February	67,602	75,978
March	125,915	120,782
April	184,167	
May	246,786	
June	310,129	
July	375,672	
August	432,326	
September	492,728	
October	550,794	
November	619,267	
December	719,520	
% spent		16.79%



Includes our contracted City Attorney services, Prosecuting Attorney contract, and General Indigent Defense (public defender).

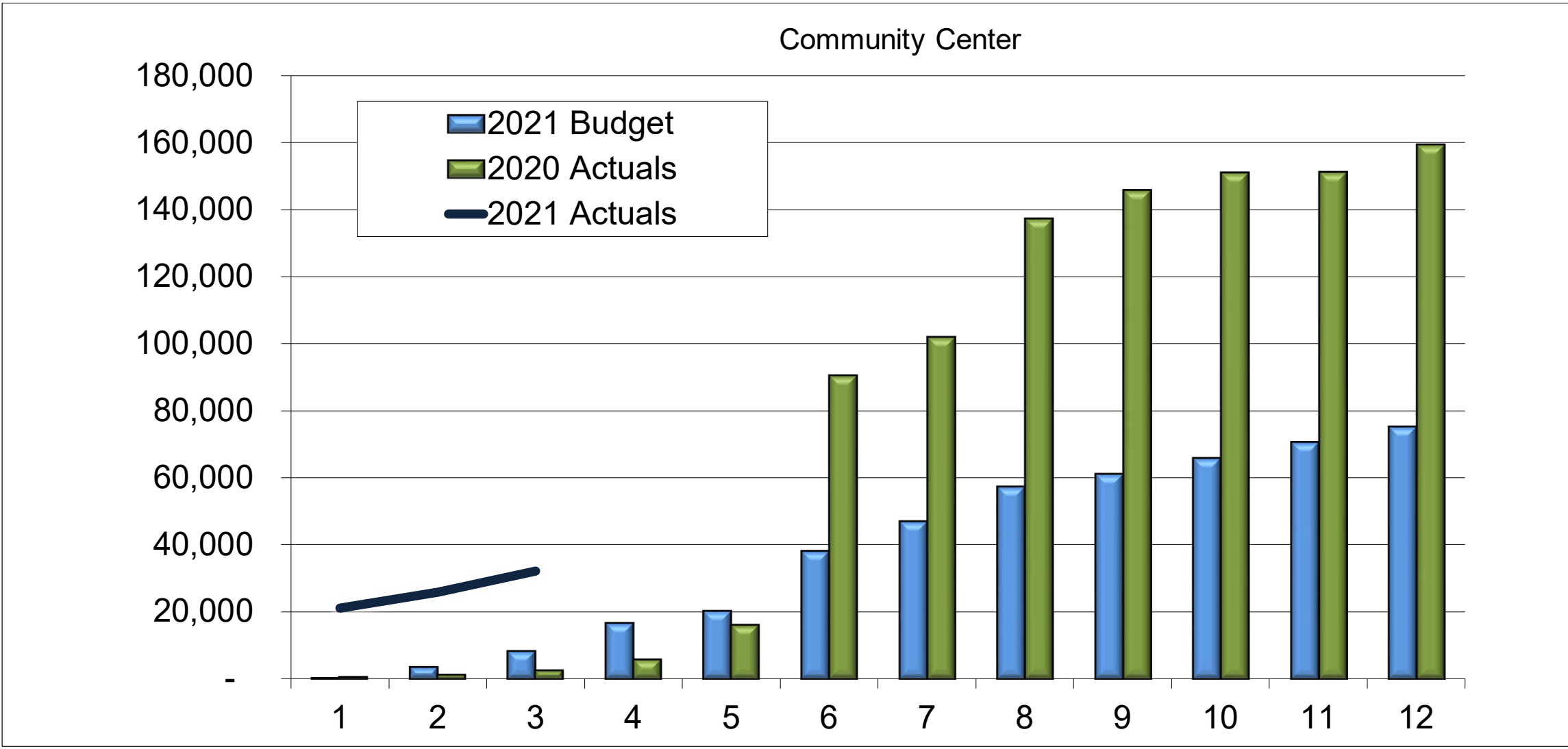
Monthly General Fund Expenditure Graphs
As of March 31st, 2021

% thru year 25.0%

Community Center

0.45% of total GF Exp

	2021 Budget	2021 Actuals
January	285	21,054
February	3,558	25,825
March	8,253	32,116
April	16,717	
May	20,282	
June	37,995	
July	46,834	
August	57,265	
September	60,972	
October	65,670	
November	70,486	
December	75,088	
% spent		42.77%

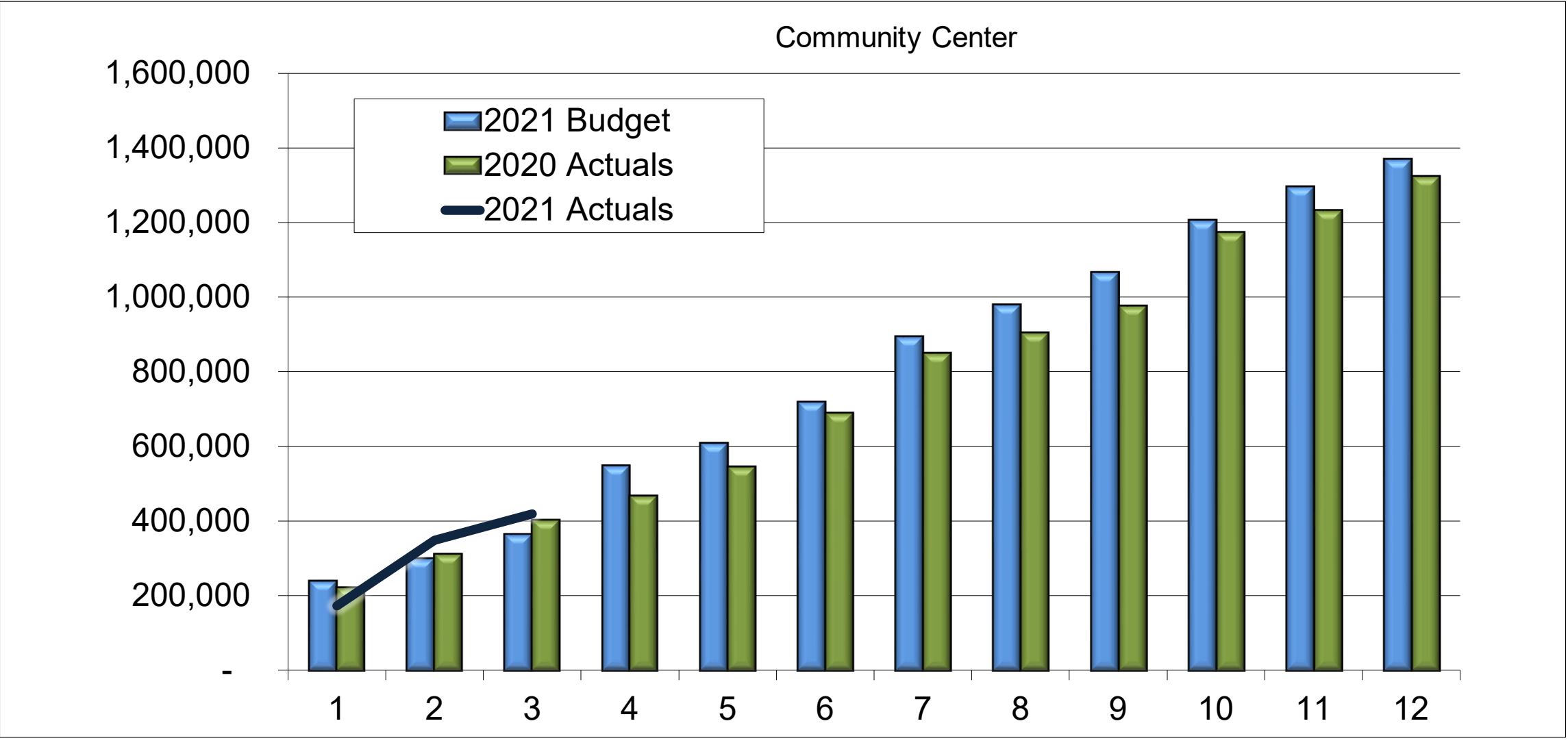


Includes the Visitor Information Center (VIC), Library operating costs, and "The Mill" operating costs.

General Government

8.18% of total GF Exp

	2021 Budget	2021 Actuals
January	241,254	172,463
February	302,056	347,822
March	365,948	418,999
April	549,425	
May	610,023	
June	719,437	
July	895,376	
August	980,551	
September	1,066,797	
October	1,205,736	
November	1,295,706	
December	1,368,500	
% spent		30.62%



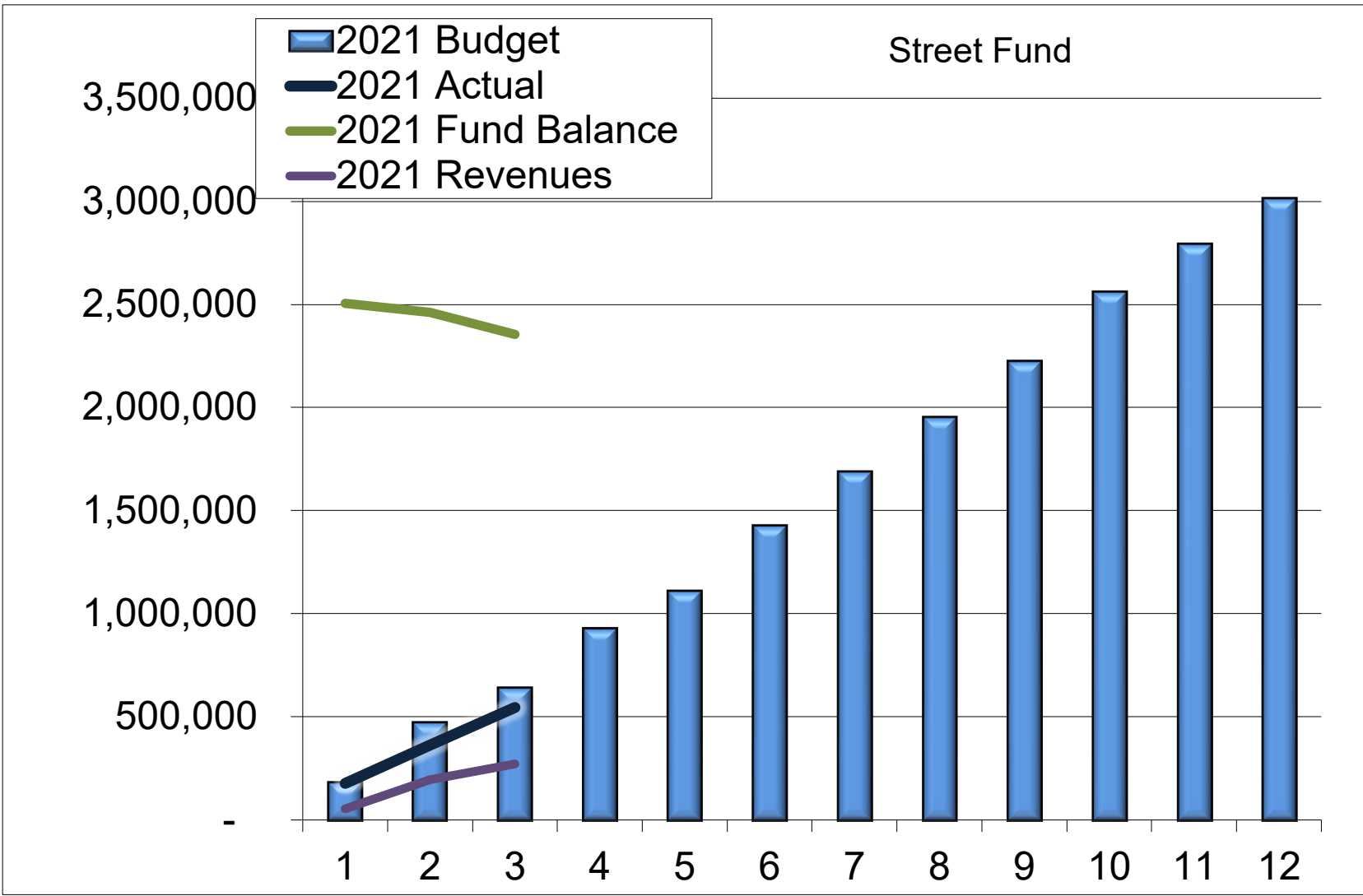
General Government includes insurance payments, transfers to reserve and capital funds, payments to the municipal court, which were down significantly, and other general city payments as well as initial design and architecture of a new Police Building.

Monthly Other Fund Expenditure Graphs
As of March 31st, 2021

% thru year 25.0%

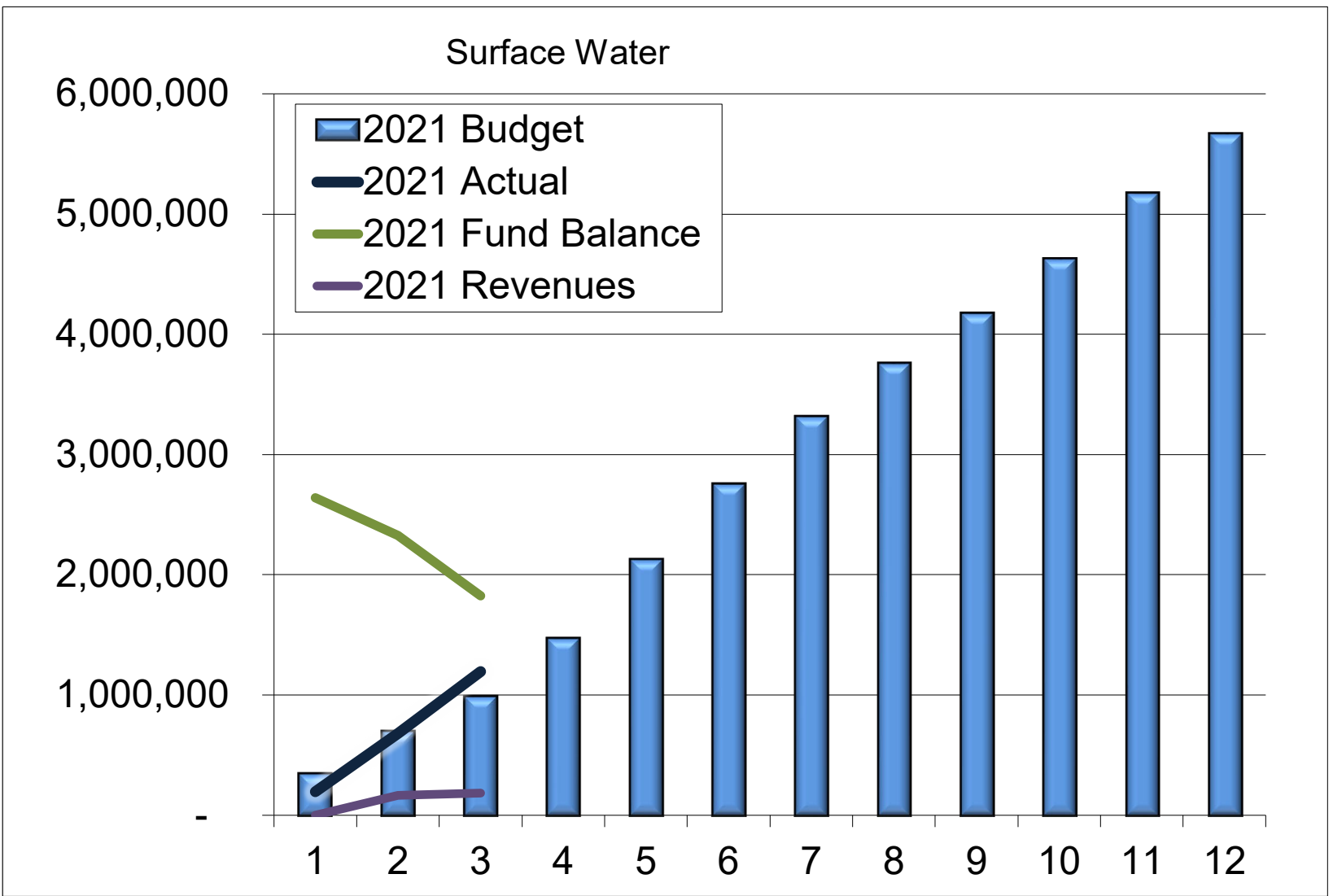
Street (Fund 101) Expenditures

	2021 Budget	2021 Actual
January	187,105	177,351
February	478,167	363,512
March	643,989	545,433
April	932,294	
May	1,111,774	
June	1,428,260	
July	1,689,155	
August	1,953,674	
September	2,223,524	
October	2,559,486	
November	2,791,917	
December	3,012,899	
BTD Status		18.10%



Storm & Surface Water (Fund 410 and 411 and 412)
Expenditures

	2021 Budget	2021 Actual
January	354,970	195,790
February	707,903	677,923
March	995,722	1,195,080
April	1,478,517	
May	2,130,586	
June	2,759,116	
July	3,317,558	
August	3,763,605	
September	4,176,940	
October	4,626,920	
November	5,172,487	
December	5,664,801	
BTD Status		21.10%



**CITY OF LAKE STEVENS
FINANCIAL REPORT - Summary
As of March 31st, 2021**

Fund	Revenues				Expenditures			Fund Balance
	2021 Budgeted Revenue	2021 Revenue Collected	2021 % of Budget Collected		2021 Budgeted Expenditures	2021 Expended	2021 % of Budget Expended	
General Funds:								
General Funds	\$13,414,227	\$2,813,719	21.0%		\$16,721,674	\$3,876,933	23.2%	\$4,221,666
Council Contingency	\$840,000	\$42,967	5.1%		\$0	\$0	0.0%	\$4,619,695
Permit Fund	\$5,000,000	\$403,523	8.1%		\$1,101,000	\$9,056	0.8%	\$931,725
SPECIAL REVENUE FUNDS:								
Street	\$2,578,470	\$271,678	10.5%		\$3,383,130	\$545,433	16.1%	\$2,353,747
Drug Seizure & Forfeiture	\$5,120	\$2,859	55.8%		\$62,572	\$341	0.5%	\$89,390
Municipal Arts	\$10,220	\$10	0.1%		\$35,000	\$1,265	3.6%	\$27,230
DEBT SERVICE FUNDS:								
LTGO 2008A Bond	\$353,605	\$0	0.0%		\$353,605	\$0	0.0%	\$0
2015 LTGO Bond	\$95,651	\$0	0.0%		\$95,651	\$0	0.0%	\$0
2019A LTGO Bond -PD	\$464,739	\$139,822	30.1%		\$464,739	\$139,822	30.1%	\$0
CAPITAL PROJECT FUNDS:								
Cap Project-Developer Contributions	\$5,774,442	\$747,597	12.9%		\$5,145,862	\$392,710	7.6%	\$2,840,029
Park Mitigation Fund	\$1,325,000	\$1,225,667	92.5%		\$2,125,014	\$267,667	12.6%	\$1,421,112
Real Estate Excise Tax I	\$1,140,000	\$400,084	35.1%		\$960,445	\$224,958	23.4%	\$4,792,875
Real Estate Excise Tax II	\$2,761,232	\$1,155,937	41.9%		\$3,503,076	\$543,722	15.5%	\$4,181,539
Downtown Redevelopment	\$2,250,000	\$0	0.0%		\$2,250,000	\$0	0.0%	\$0
Facility Capital Project Fund	\$55,551	\$3,786	6.8%		\$1,002,873	\$479,515	47.8%	\$471,592
Infrastructure Capital Project	\$20,427,000	\$7,702			\$20,427,000	\$158,579	0.8%	(\$150,877)
Sidewalk Capital Project	\$5,000	\$270	5.4%		\$423,846	\$39,019	9.2%	\$765,930
20th Street SE Corridor CP	\$0	\$0	0.0%		\$0	\$0	0.0%	\$126
ENTERPRISE FUNDS:								
Sewer	\$1,053,281	\$3,795	0.4%		\$1,135,993	\$15,263	1.3%	\$123,545
Storm & Surface Water	\$3,637,817	\$181,405	5.0%		\$3,799,516	\$611,249	16.1%	\$1,353,441
Storm Water Capital	\$1,000,600	\$3,028	0.3%		\$2,536,301	\$583,831	23.0%	\$471,683
Storm Water Debt Service	\$223,918	\$0	100.0%		\$223,918	\$0	0.0%	\$0
INTERNAL SERVICE FUNDS:								
Unemployment	\$300	\$14	4.7%		\$15,001	\$0	0.0%	\$41,353
Capital Equipment - Computer	\$375,067	\$93,936	25.0%		\$447,604	\$67,195	15.0%	\$241,421
Capital Equipment - Vehicle Replacement	\$15,350	\$3,764	24.5%		\$0	\$0	0.0%	\$44,795
Capital Equipment - Police	\$249,300	\$61,906	24.8%		\$218,000	\$197,772	90.7%	\$203,548
Capital Equipment - PW	\$205,000	\$50,258	24.5%		\$232,000	\$128,560	55.4%	\$731,711
Aerator Equipment Replacement	\$200	\$9	4.4%		\$25,450	\$0	0.0%	\$25,443
FIDUCIARY FUNDS:								
Treasurer's Trust	\$385,000	\$73,307	19.0%		\$385,000	\$73,287	19.0%	\$2,137
Total All Funds	\$63,646,090	\$7,687,043	12%		\$67,074,270	\$8,356,177	12%	\$29,804,854

General Fund Operating Revenues and Expenditures Budget to Actual



As of March 31st, 2021

REVENUE SOURCES	THROUGH MARCH		
	2021 BUDGET	2021	% OF BUDGET
Taxes:			
-Property Tax-Regular	\$ 3,795,352	\$ 41,103	1.1%
-Sales -.85%	3,500,000	1,094,823	31.3%
-Criminal Justice Sales - 0.1%	610,000	179,848	29.5%
-Affordable & Sup. Housing	400	12,388	0.0%
- Construction Sales Tax	300,000	300,000	100.0%
-Utility	2,190,000	\$ 613,815	28.0%
-Gambling tax/leasehold excise	31,125	7,025	22.6%
Licenses & Permits	527,000	139,448	26.5%
Intergovernmental	826,300	280,412	33.9%
Charges for services	194,820	2,284	1.2%
Fines & Forfeitures	244,100	54,201	22.2%
Miscellaneous	315,130	76,490	24.3%
Other financial sources/Transfers	880,000	11,883	1.4%
Total Revenues	\$ 13,414,227	\$ 2,813,719	21%
Beginning Fund Balance	\$ 5,284,879	\$ 5,284,879	100.0%
Total Resources	\$ 18,699,106	\$ 8,098,598	43.30%

EXPENDITURES	THROUGH MARCH		
	2021 BUDGET	2021	% OF BUDGET
Legislative & Executive	\$ 417,353	\$ 83,394	20.0%
Administration	238,797	54,390	22.8%
City Clerk	154,820	41,518	26.8%
Finance	664,504	150,184	22.6%
Human Resources	290,687	62,671	21.6%
Information Technology	401,450	103,826	25.9%
Planning & Community Development	2,322,653	410,895	17.7%
Law Enforcement	8,408,248	2,139,282	25.4%
Parks	1,660,054	258,875	15.6%
Legal	719,520	120,782	16.8%
Community	75,088	32,116	42.8%
General Government	1,368,500	418,999	30.6%
Total Expenditures	\$ 16,721,674	\$ 3,876,933	23%
Total Increase (Decrease) to Resources	\$ (3,307,447)	\$ (1,063,213)	32.1%
Ending Fund Balance	\$ 1,977,432	\$ 4,221,666	213.50%

Street Fund Operating Revenues and Expenditures Budget to Actual

As of March 31st, 2021



REVENUE SOURCES	THROUGH MARCH		
	2021 BUDGET	2021	% OF BUDGET
Taxes:			
-Property Tax-Regular	\$ 1,475,970	\$ 15,984	1.1%
Utility Tax - Garbage	323,000	81,153.3	25.1%
Licenses & Permits	27,000	\$ 10,936	40.5%
Intergovernmental	645,000	156,388	24.2%
Miscellaneous	27,500	4,462	16.2%
Other financial sources/Transfers	80,000	2,754	3.4%
Total Revenues	\$ 2,578,470	\$ 271,678	10.5%
Beginning Fund Balance	\$ 2,628,502	\$ 2,628,502	100.0%
Total Resources	\$ 5,206,972	\$ 2,900,180	55.70%

EXPENDITURES	THROUGH MARCH		
	2021 BUDGET	2021	% OF BUDGET
Salaries	\$ 1,015,750	\$ 201,511	19.8%
Benefits	471,860	94,544	20.0%
Supplies	193,749	34,512	17.8%
Professional Services	1,001,116	124,926	12.5%
Capital Outlays	556,056	60,040	10.8%
Other financial uses	25,000	\$ -	0.0%
Interfund Transfers	119,600	29,900	25.0%
Total Expenditures	\$ 3,383,130	\$ 545,433	16%
Total Increase (Decrease) to Resources	\$ (804,660)	\$ (273,755)	34.0%
Ending Fund Balance	\$ 1,823,842	\$ 2,354,747	129.10%

**Storm & Surface Water Fund Operating & Captial Fund
Revenues and Expenditures
Budget to Actual**



As of March 31st, 2021

REVENUE SOURCES	2021 BUDGET	THROUGH MARCH 2021	% OF BUDGET
Taxes:			
Intergovernmental	\$ -	\$ 6,559.00	0.0%
Charges for services	3,562,617	174,329	4.9%
Miscellaneous	15,800	3,546	22.4%
Interfund Transfer In	1,283,918	-	0.0%
Total Revenues	\$ 4,862,335	\$ 184,433	3.8%
Beginning Fund Balance	\$ 2,835,771	\$ 2,835,771	100.0%
Total Resources	\$ 7,698,106	\$ 3,020,204	39.20%

EXPENDITURES	2021 BUDGET	THROUGH MARCH 2021	% OF BUDGET
Salaries	\$ 1,091,147	\$ 263,762	24.2%
Benefits	537,033	127,244	23.7%
Supplies	261,611	46,293	17.7%
Professional Services	519,046	132,043	25.4%
Capital Outlays	2,576,062	596,663	23.2%
Debt Service	234,618	-	0.0%
Interfund Transfers	1,340,218	29,075	2.2%
Total Expenditures	\$ 6,559,735	\$ 1,195,080	18%
Total Increase (Decrease) to Resources	\$ (1,697,400)	\$ (1,010,647)	59.5%
Ending Fund Balance	\$ 1,138,371	\$ 1,825,124	160.30%

* Includes the Surface Water Operating Fund & Surface Water Captial Fund



MEMORANDUM

To: Brett Gailey, Mayor
City Councilmembers

From: Barb Stevens, Finance Director

Date: May 11th, 2021

Subject: Impact Fee Report - 2020

RCW 82.02.070 related to impact fees provides that: “Annually, each county, city or town imposing impact fees shall provide a report on each impact fee account showing the source and amount of all moneys collected, earned, or received and system improvements that were financed in whole or in part by impact fees.” This report is presented to City Council in response to that requirement.

The city began collecting impact fees for transportation and parks in the 1990’s. Park impact fees are Growth Management Act based impact fees for mitigation of residential impacts on parks. These are accounted for collectively citywide.

The Southwest Annexation, effective on December 31, 2009, included approximately 80 projects under review by Snohomish County. 20th Street SE, a major east-west arterial being widened by the County, was also included in the annexation. As of May 21, 2011, 19 subdivisions in the Southwest Annexation area requiring payment of traffic mitigation fees were approved by the County and seven additional subdivisions had pending applications in review at the County. The subdivisions approved by the County included traffic mitigation fees which included funding for 20th Street SE to be paid to the County. In September 2011, the city amended its code to collect the traffic mitigation fees imposed by the County in this newly annexed area. These are listed as Traffic - GMA County Pre Annexation.

In 2012, the city completed a traffic mitigation study to determine GMA-related traffic mitigation fees and related code amendments to ensure adequate transportation facilities both within subareas and citywide. With the passage of Ordinance 876, in September 2012, three traffic impact zones (TIZ) were established. They consist of TIZ 1 – East Lake Stevens, TIZ 2 – West Lake Stevens, and TIZ 3 – South Lake Stevens.

Prior to these changes, traffic impact fees were authorized within the Transportation Improvement Project (TIP) element of the Comprehensive Plan and accounted for by individual project. These are included in the Pre 2011 SEPA column.

During 2020, \$1,158,172 in transportation impact fees and \$1,512,002 in park impact fees were collected. Also, investment interest of \$26,008 was earned on invested impact fees. Investment interest is allocated proportionally to each mitigation zone and type.

Year			Impact Fee Revenues 2013 - 2020					
	Park Mitigation	Tree Mitigation	Traffic	Traffic	Traffic	Traffic	Traffic	Traffic
			Pre 2011 SEPA	GMA County Pre-Annexation	WSDOT	TIZ 1	TIZ 2	TIZ 3
2013	\$168,896		\$50,528	\$272,605	\$408	\$38,416	\$2,917	\$14585
2014	\$317,546		\$0	\$324,708	\$0	\$69,979	\$5,863	\$11,668
2015	\$371,940	\$1,716	\$0	\$303,970	\$0	\$41,498	\$229,803	\$24,625
2016	\$788,944	\$8,960	\$0	\$97,989	\$0	\$32,186	\$189,605	\$284,169
2017	\$346,153	\$1,645	\$0	\$0	\$0	\$14,450	\$36,615	\$510,554
2018	\$700,607	\$9,583	\$0	\$0	\$0	\$121,573	\$154,280	\$736,530
2019	\$1,365,087	\$23,100	\$0	\$0	\$0	\$176,031	\$3,500	\$959,554
2020	\$1,512,002	\$22,105				\$313,902	\$14,000	\$830,270

Note: Impact fee revenues above are exclusive of interest earnings.

Transportation Projects

20th Street SE Planning & Design

In 2015, the city spent \$272,900 on 20th Street SE Phase II, and includes ROW, planning and design. A Federal grant funded \$103,478 of the project costs in 2015, with another grant reimbursement of \$132,580 received in 2016. The remaining \$36,842 was paid from GMA County Pre-Annexation mitigation dollars. This project continued into 2016 where the city spent \$403,637. The Federal grant covered \$147,840 and GMA County Pre-Annexation mitigation dollars paid \$255,797. In 2017 the city spent \$248,143 in GMA County Pre-Annexation mitigation dollars. Of the amount spent in GMA County Pre-Annexation mitigation dollars 2017, a Federal grant reimbursed the city for \$72,708. In 2018, the city spent \$251,528 in GMA County Pre-Annexation mitigation dollars and received a Federal grant reimbursing for \$318,399. In 2019, the city spent \$187,070, of which \$129,708 was a Federal Grant. At Dec 31, 2019, the city has spent \$773,964 and the federal grant has paid \$904,712 for a total of \$1,678,676.

In 2020, the city spent \$107,017 on planning & design for 20th street SE.

20th Street Phase II Construction

In 2020, the city spent \$4,121,160.74 to construct 20th Street Phase II. The funds spent where TSA/TDM at \$1,282,669, and grant funds at \$2,838,491. The project continues into 2021 with an estimated spending of \$1,906,022. Total estimated local funds for this project are \$1,850,341 and grant funds of \$4,176,842.

24th St & 91st Street Design

In 2017, the city spent \$259,491 in TIZ 3 mitigation dollars for the 24th St and 91st design project. In 2018 the city spent \$183,422 in TIZ 3 mitigation dollars. In 2019 The city spent \$188,657 in TIZ 3 mitigation dollars.

The city also had a 24th & 91st temp extension project where \$22,071 of the GMA County Pre-Annexation mitigation was spent in 2018.

In 2020, the city spent \$344,940 in TIZ 3 funds for design work for 24th & 91st Street

24th & 91st Construction

The city contracted with Reece Construction for 24th road construction over the Everett water lines. In 2020 the city spent \$93,653 in TIZ 3 Funds. The remaining contract continues into 2021 where the remaining costs will be paid from mitigation dollars, REET, and a Bond.

South Lake Stevens Rd

The South lake Stevens started in 2018 and spent \$178,649 in TIZ 3 dollars. In 2019, the city spent 1,009,878, of which a grant paid for \$200,000 and the city paid for \$809,878 in TIZ 3 dollars.

In 2020, this project was completed. The city spent \$374,953 in TIZ 3 funds and another \$1.3 Million from a grant. In total the spent local TIZ 3 funds of \$1,363,480 and grant funds of \$1,500,000.

Main Street

The Main Street project is part of the North Cove and The Mill projects. The city spent \$202,858 in 2018 and \$100,785 in 2019. The funding used was TIZ 1 dollars.

In 2020. The city spent \$428,483. Of this amount \$323,848 was older SEPA funds and the remaining \$104,635 was TIZ 1 funds.

Parks & Tree Projects

In 2017, \$63,673 of park mitigation dollars were spent. North Cove Downtown Park Plan received \$33,373, the Community Garden received \$24,147, and Frontier Heights received \$6,152.

In 2018, \$2,054,599 of park mitigation dollars were spent as follows:

- The North Cove property was purchased at \$1 Million. (REET 2 also paid \$620,000)
- North Cove Park - \$331,627
- Frontier Heights project spent \$45,150
- Lundeen Park Restoration project was completed and cost \$600,000
- The 20th Soccer Field project spent \$17,904
- Eagle Ridge Project Spent \$59,917

In 2019, \$2,259,776 of park mitigation dollars were spent as follows:

- The Williams property final payment of \$228,661 (Total purchase amount \$1,848,661)
- North Cove Park - \$1,115,554 in mitigation and a Commerce grant of \$160,827.
- Frontier Heights project spent \$39,316
- Cavelero Skate park - \$610,966. Of this amount, the city received a grant of \$485,000 which was paid in 2020.
- Powerline Trail - \$17,258

A total of \$7,911 was spent on tree replacement in the city.

In 2020, \$2,169,985 of park mitigation dollars were spent as follows:

- North Cove Phase I of \$502,985 in mitigation and a Commerce grant of \$87,936.
- North Cove Phase II of \$1,131,486 in mitigation. The city will receive grant funds of \$980,000 in 2021 for this project.
- The Cavelero Park project was completed with an additional \$124,034 in park mitigation.
- Frontier Heights received \$152,105 in park mitigation.
- The War Memorial spent \$47,476 in mitigation.
- Festival Street design work of \$81,381 was spent in 2020.
- 20th Street Soccer/Powerline Trail spent \$11,759 in mitigation.

Overall, the city has been spending over \$2 Million on parks/open space since 2018 and it is noticeable. The city continues to leverage park mitigation dollars from the building climate in Lake Stevens with grant funds to get large park projects completed for the community.

At yearend 2020, the total of all mitigation capital funds was \$2,948,225 which is made up of multiple types of mitigation zones and uses as seen below:

Mitigation Funds as of December 31st, 2020							
	2014	2015	2016	2017	2018	2019	2020
Ending Fund Balance-Pre 2011 SEPA	\$ 1,059,940	\$ 1,061,418	\$ 911,085	\$ 921,355	\$ 315,852	\$ 323,848	\$ -
Ending Fund Balance-TSA/TDM	\$ 1,284,484	\$ 1,553,766	\$ 1,401,600	\$ 1,239,985	\$ 1,305,361	\$ 1,282,669	\$ -
Ending Fund Balance-WSDOT ANNEX	\$ 7,288	\$ 7,288	\$ 7,318	\$ 7,400	\$ 7,558	\$ 7,749	\$ 7,825
Ending Fund Balance-TIZ 1	\$ 108,535	\$ 150,251	\$ 183,174	\$ 201,587	\$ 122,863	\$ 203,125	\$ 416,399
Ending Fund Balance-TIZ 2	\$ 8,791	\$ 238,926	\$ 430,263	\$ 472,139	\$ 639,758	\$ 523,958	\$ 543,186
Ending Fund Balance-TIZ 3	\$ 26,293	\$ 50,990	\$ 336,513	\$ 594,201	\$ 989,282	\$ 974,359	\$ 873,259
Ending Local ILO	\$ -	\$ -	\$ -	\$ -	\$ 6,840	\$ 8,415	\$ 149,744
Ending LOAN	\$ -	\$ (132,580)	\$ -	\$ -	\$ -		\$ 486,509
Ending Retainage							\$ 8,222
Ending Fund Balance - Park Unrestricted	\$ 924,151	\$ 1,297,862	\$ 2,095,205	\$ 2,396,038	\$ 1,204,851	\$ 506,001	\$ 429,248
Ending Fund Balance - Park AQ & D	\$ 141,890	\$ 142,084	\$ 128,004	\$ 123,496	\$ 0		
Ending Fund Balance - Tree	\$ 55,806	\$ 57,600	\$ 65,847	\$ 54,672	\$ 59,182	\$ 74,671	\$ 33,864
Total Ending Fund Balance	\$ 3,617,179	\$ 4,427,606	\$ 5,559,009	\$ 6,010,873	\$ 4,651,547	\$ 3,904,796	\$ 2,948,255

Respectfully,

Barb Stevens
Finance Director

2021 Session of the Washington State Legislature Recap & Report for Lake Stevens City Council 6 P.M. Tuesday, May 11, 2021

Doug Levy/Outcomes By Levy, LLC

Session Overview

- A Session like no other – we had never seen it before and we may never see it again. COVID-19 forced a transition from in-person to virtual, from Olympia to Zoom/Teams
- Whether you agreed with the approach and decisions or not – an *activist* Legislature.
- They enacted two carbon-reduction bills, passed a series of policing reform measures, approved a Capital Gains Tax (*already under legal challenge*), funded a Working Families Tax Exemption program for the first time ever, agreed to a sea-change in how minor drug possession crimes will be addressed, and signed off on the most robust and sweeping package of affordable housing and rental assistance legislation and funding ever.
- Infusion of federal funding and an improving economy turned what could have been deep-cuts Operating and Transportation budgets into pretty good ones – with Transportation keeping the “Connecting Washington” projects and most programs fully on track.
- The \$6.3 billion Capital Budget was an outstanding one, and three important economic development bills approved.

Big Picture for Cities, Local Governments – The Good Stuff

- Operating Budget protects “state-shared” revenues and even increases marijuana excise tax distributions from \$30 million per biennium to \$40 million in 2021-23. Funds 15 classes per year for newly-hired officer training at Basic Law Enforcement Academy (BLEA).
- Legislature created a \$20 million “unfunded mandates” account for cities (\$30 million for counties) to help address law enforcement and criminal justice costs from legislation approved in 2020-21. Can it become an ongoing account?
- Revenue relief at federal/state level and a fiscal flexibility measure (HB 1069) that gives you more authority on where/how to spend existing dollars (such as REET) until end of 2023.
- Policing reform bills evolved from beginning of Session to attend – most if not all workable
- Great progress on affordable housing and rental assistance
- Capital Budget investments create numerous funding opportunities, including broadband (more on that below). Several helping-hand bills on economic development as mentioned.

Big-Picture for Cities/Local Governments – A few concerns/question marks

- New transportation revenue package punted – will there be a Special Session, or will they kick the can into 2023?
- How will the *Blake* fix and the grand experiment of drug treatment and services vs. criminal penalties play out? What will it cost? Can it work?
- Legislature shows little desire to address a 1 percent property tax limit that handcuffs locals
- Most Growth Management Act (GMA) bills bite the dust – but SB 5368 a diamond in the rough
- AWC's pro/con: [City Legislative Priorities \(wacities.org\)](http://wacities.org)

And the big question: How did we (Lake Stevens) do? A very *good* Session – and nearly an *amazing* one

- **U.S. 2 Trestle:** A \$1.8 billion, full-funding allocation within Senate's "Forward Washington" revenue package, \$800 million in House's "Miles Ahead" spending plan. A *great* foundation to work from, but it takes a package for the dollars to come.
- **Phase 2 of South Lake Stevens Road Multi-Use Trail:** Outstanding progress! \$3 million in both spending plans – again, it takes a package for the funding to flow.
- **20th Street & NE Main:** \$1 million in both spending plans. (Yup – still need a package).
- **16th Street NE/Centennial Trail Connector:** \$2.5 million in both spending plans. Ditto – needs package to come to fruition.
- **Transportation Package:** A real potential for this to happen, as the two carbon-reduction measures I flagged (SB 5126 cap-and-invest; HB 1091 Low-Carbon Fuel Standard) cannot be fully implemented without at least a 5-cent gas tax/new revenue package. One other important note: We worked successfully at beginning of Session to *remove* a "pause" the Governor had placed on SR-9 projects including SR 9/20th and culvert-removal.
- **Civic Center/Downtown Revitalization - \$2.1 Million Capital Request:** Home run! Fully funded, allows work on festival street, park, etc., within Civic Center Phase 3. Capital Budget also includes enough "LWCF" money to fund Eagle Ridge project; library and early-learning and Sherwood community services funding; over \$400 million toward broadband infrastructure.
- **Protect, Enhance, Flex Vital Fiscal Resources:** Check, check, and check. State-shared revenues protected and a +\$10 million for marijuana excise tax distributions. Federal ARPA and state's \$20 million "mandates" account. HB 1069 fiscal flexibility bill enacted.

- **Policing Reforms:** The two bills we had the *most* concerns over – HB 1202 dramatically expanding liability and HB 1203 on Community Oversight Boards – did not pass. Series of important bills passed – we can work with all of them and supported several. The biggies: HB 1267 independent investigations; HB 1054 tactics/equipment; HB 1310 use of force; SB 5051 de-certification; SB 5066 duty to intervene; SB 5259 use-of-force data collection; SB 5055 state arbitration panels on personnel decisions.

A few other key legislative wins for Lake Stevens

- HB 1386 “Targeted Urban Area” 10-year property tax exemption for development and redevelopment of unused or “under-utilized” manufacturing/industrial lands.
- HB 1189 “TIF”
- HB 1279 Main Street program
- SB 5368 annexation
- SB 5287 “MFTE” – allows you to keep 8-year program

Some Thank-Yous – “It Takes a Village”

- **Mayor and City Council** – Mayor Gailey a frequent testifier on transportation, convened multiple meetings with our lawmakers, always accessible. ***Appreciate*** ongoing support from Council; shout-out to CM Dickinson for meetings in which she took part.
- **44th District Lawmakers** – Senator Hobbs, Rep. Lovick, Rep. Berg all instrumental on Capital Budget, transportation, working with us on policing reform bills, HB 1386, and more.
- **Staff** – I greatly appreciate all the cooperation and collaboration with staff who participated in meetings, filled out forms, reviewed bills, and much more. ***Special*** shout-outs to Russ Wright for an incredible amount of work on transportation/capital, Chief Dyer on policing bills, and Kelly Chelin on meetings, logistics, and our community capital budget support letter!

Looking Ahead – Some Key Next-Steps and To-Do Items

- Transportation – What can we do in Lake Stevens/Snohomish County to kick-start discussions and push for Special Session?
- Funding opportunities/tools – Capital Budget – broadband alone is over \$400 million; economic development bills (HB 1189/HB 1386/HB 1279); SB 5368 annexation tool; SB 5287 MFTE
- Comprehensive Session Report – Overview, how did we do, bills passed/didn’t pass, key implementation items, funding opportunities, task forces/studies/work groups.
- Available to assist as you need me.
- Thank You!

2021 Session of the Washington State Legislature Recap & Report for Lake Stevens City Council 7 P.M. Tuesday, May 11, 2021

Doug Levy/Outcomes By Levy, LLC

Session Overview

- Like no other – COVID-19 forces transition from in-person to virtual
- An *activist* Legislature.
- The List: Carbon reduction, Capital Gains, policing reforms, Working Families Tax Exemption, *Blake* response, robust affordable housing/rental assistance.
- Federal funds infusion turns potential deep-cuts budgets into pretty good ones.
- \$6.3 billion Capital Budget outstanding; 3 key economic development bills.

Big Picture for Cities, Local Governments – The Good Stuff

- Operating Budget protects “state-shared” revenues, +\$10 million marijuana distributions, 15 classes/year “BLEA”
- \$20 million account for cities to offset law enforcement and criminal justice costs.
- Revenue relief at federal/state level and a fiscal flexibility measure (HB 1069).
- Policing reform bills evolved from beginning of Session to attend – most if not all workable
- Great progress on affordable housing and rental assistance.
- Capital Budget investments create numerous funding opportunities, including broadband (more on that below). Several helping-hand bills on economic development as mentioned.

Big-Picture for Cities/Local Governments

– Concerns/question marks

- New transportation revenue package punted – will there be a Special Session, or delay to 2023?
- How will the *Blake* fix and the grand experiment of drug treatment and services work? Funding?
- Legislature shows little desire to address a 1 percent property tax limit that handcuffs locals
- Most Growth Management Act (GMA) bills bite the dust – but SB 5368 a diamond in the rough
- AWC's pro/con: [City Legislative Priorities \(wacities.org\)](http://wacities.org)

How did we (Lake Stevens) do? A very good Session – and nearly an amazing one

- **U.S. 2 Trestle:** Full \$1.8 billion Senate, \$800M House. Great foundation – but need package.
- **Phase 2 of South Lake Stevens Road Multi-Use Trail:** Outstanding progress! \$3 million in both spending plans – again, need a package.
- **20th Street & NE Main:** \$1 million in both spending plans. (Yup – still need a package).
- **16th Street NE/Centennial Trail Connector:** \$2.5 million in both spending plans. Needs package.
- **Transportation Package:** Still could happen, full implementation of two carbon-reduction measures (SB 5126 cap-and-invest; HB 1091 LCFS) requires at least 5-cent gas tax/new revenue.

How did we do – Take Two

- **One other Transportation note:** We worked successfully at beginning of Session to *remove* “pause” Governor placed on SR-9 projects including SR 9/20th and culvert-removal.
- **Civic Center/Downtown Revitalization - \$2.1 Million Capital Request:** Home run! Also LWCF \$ for Eagle Ridge, library/early learning/Sherwood investments; \$400M+ for broadband.
- **Protect, Enhance, Flex Vital Fiscal Resources:** Check, check, and check. State-shared revenues protected and a +\$10 million for marijuana excise tax distributions. Federal ARPA and state’s \$20 million “mandates” account. HB 1069 fiscal flexibility bill enacted.
- **Policing Reforms:** The two bills we had the *most* concerns over – HB 1202 dramatically expanding liability and HB 1203 on Community Oversight Boards – did not pass. What did?
 - *HB 1267* independent investigations; *HB 1054* tactics; *HB 1310* use of force; *SB 5051* de-certification; *SB 5066* duty to intervene; *SB 5259* use-of-force data collection; *SB 5055* state arbitration panels on personnel decisions.

A few other key legislative wins for Lake Stevens

- HB 1386 -- 10-year property tax exemption for manufacturing and industrial lands.
- HB 1189 "TIF."
- HB 1279 Main Street program.
- SB 5368 annexation ILA.
- SB 5287 "MFTE" – allows you to keep 8-year program.

Some Thank-Yous – “It Takes a Village”

- **Mayor and City Council** – Mayor Gailey, overall Council support – shout-out to CM Dickinson.
- **44th District Lawmakers** – Senator Hobbs, Rep. Lovick, Rep. Berg all instrumental on Capital Budget, transportation, working with us on policing reform bills, HB 1386, and more.
- **Staff** – Overall cooperation/collaboration – *special* kudos Russ Wright, Chief Dyer, Kelly Chelin.

Looking Ahead – Some Key Next-Steps and To-Do Items

- Transportation – What can we do in Lake Stevens/Snohomish County to kick-start discussions?
- Funding opportunities/tools – Capital Budget/broadband; ED bills; SB 5368 annexation; MFTE.
- Comprehensive Session Report – Overview, how did we do, bills passed/didn't pass, key implementation items, funding opportunities, task forces/studies/work groups.
- Available to assist as you need me.

Thank You!

BLANKET VOUCHER APPROVAL
2021

Payroll Direct Deposits	4/25/2021	\$255,218.74
Payroll Checks	52953-52954	\$3,563.06
Electronic Funds Transfers	ACH	\$226,439.22
Claims	53071-53158	\$1,398,874.87
Void Checks		
Total Vouchers Approved:		\$1,884,095.89

This 11th day of May 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

May 11th, 2021



City Expenditures by Type on this voucher packet

Personnel Costs	\$	258,782	14%
Payroll Federal Taxes	\$	95,379	5%
Quarterly L&I	\$	48,959	3%
Retirement Benefits - Employer	\$	64,575	3%
Medical Benefits - Employer	\$	9,074	0%
Other Employer paid Benefits	\$	1,644	0%
Employee paid benefits - By Payroll	\$	12,243	1%
Supplies	\$	30,060	2%
Professional Services	\$	181,783	10%
Capital *	\$	1,115,585	59%
Debt Payments	\$	66,012	4%
Void Check			0.0%
Total	\$	1,884,096	100%

Large Purchases

- * 91st Ave SE Ext/Water Line Relocation- \$415,257
- * North Cove Phase II - \$170,152
- * Hartford Decant Facility - \$177,770
- * PW Shop Remodel - \$285,738



Total for Period
\$1,625,314.09

Checks to be approved for period 04/22/2021 - 05/05/2021

Vendor: 2-D As-Built Floor Plans Inc

Check Number: 53075

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10585	5/5/2021	001 013 518 20 41 00	GG-Professional Service	Property Survey 1819 S Lake Stevens Rd Comm Building	\$2,289.95
					\$2,289.95

Vendor: AACRA Backflow Testing and Repair Inc

Check Number: 53076

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12115	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Backflow Test 12703 31st Pl NE	\$55.00
					\$55.00

Vendor: Ace Hardware

Check Number: 53077

Invoice No	Check Date	Account Number	Account Name	Description	Amount
69675	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	DropCloth	\$21.79
69745	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Propane	\$8.70
69748	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Hammer/Staples	\$39.21
69757	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Ratchet Caulk Gun/Caulk	\$87.11
69761	5/5/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Towels/Toilet Paper/Disinfectant	\$134.44
69768	5/5/2021	001 008 521 20 31 00	LE-Office Supplies	Step Stool/Bags	\$135.08
69790	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Spraypaint	\$5.00
69815	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Heatgun/Wire Pulling/Cement/Pliers/Tape/PVC Elbows	\$127.22
					\$558.55

Vendor: Alaska Copper & Brass Co

Check Number: 53078

Invoice No	Check Date	Account Number	Account Name	Description	Amount
722630-1	5/5/2021	302 010 594 76 61 09	PM - Davies Beach	Aluminum Dock - PO 1828	\$12,097.69
					\$12,097.69

Vendor: All Battery Sales and Service

Check Number: 53079

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300-10086028	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Rocker Switch/Terminal Black	\$10.44
					\$10.44

Vendor: Amazon Capital Services

Check Number: 53080

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1JVF-JDD3-6QV1	5/5/2021	001 008 521 20 31 00	LE-Office Supplies	Cork Bulletin Board with Locking Door for Outside	\$306.28
1R33-H4P4-GC4M	5/5/2021	001 008 521 20 31 02	LE-Minor Equipment	Battery	\$25.05
					\$331.33

Vendor: Amazon Capital Services

Check Number: 53081

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1D9C-3GF6-HDVY	5/5/2021	410 016 531 10 31 01	SW-Office Supplies	Laptop Webcam	\$29.42
1JXQ-FR1Y-RQ64	5/5/2021	001 003 514 20 31 00	CC-Office Supply	File Folders	\$60.21
					\$89.63

Vendor: American Planning Assoc Washington

Check Number: 53082

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1273	5/5/2021	001 007 558 50 41 00	PL-Professional Servic	Job Announcement Advertisment - Senior Planner	\$100.00
					\$100.00

Vendor: American West Construction LLC

Check Number: 53083

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 4 AWC	5/5/2021	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Remodel Project 18003	\$114,295.27
PROGRESS 4 AWC	5/5/2021	411 016 594 31 60 01	SWC - PW Shop Remodel	PW Shop Remodel Project 18003	\$114,295.27
PROGRESS 4 AWC	5/5/2021	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Remodel Project 18003	\$57,147.64
					\$285,738.18

Vendor: Barrett

Check Number: 53084

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2641	5/5/2021	410 016 531 10 41 01	SW-Professional Services	Debris Removal - Decant Clean Up	\$745.00
					\$745.00

Vendor: Bliven

Check Number: 53085

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20318	5/5/2021	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal - Library Parking Lot	\$14,170.00
					\$14,170.00

Vendor: Canon Financial Services Inc

Check Number: 53086

Invoice No	Check Date	Account Number	Account Name	Description	Amount
26522375	5/5/2021	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$285.26
26551908	5/5/2021	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$17.08
26551908	5/5/2021	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$17.07
					\$319.41

Vendor: Cascade Collision Center Inc

Check Number: 53087

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4809	5/5/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Repair Services PT-19-83	\$2,617.46
					\$2,617.46

Vendor: Chinook Lumber Inc

Check Number: 53088

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1734088	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Circular Blade/Fiber Cement/Housewrap - Museum	\$407.88
					\$407.88

Vendor: Cintas Loc 460

Check Number: 53089

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4082275893	5/5/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$94.70
4082275893	5/5/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$94.70
4082275893	5/5/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$94.70
					\$284.10

Vendor: City of Marysville

Check Number: 53090

Invoice No	Check Date	Account Number	Account Name	Description	Amount
POLIN 20-0008	5/5/2021	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCSO 02-2021	\$1,124.58
POLIN 21-0009	5/5/2021	001 008 523 60 41 00	LE-Jail	Prisoner Medical 03-2021	\$60.00
POLIN 21-0010	5/5/2021	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCORE 03-2021	\$384.00
POLIN 21-0011	5/5/2021	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 03-2021	\$1,003.72
POLIN 21-0014	5/5/2021	001 008 523 60 41 00	LE-Jail	Prisoner Housing SNCO 03-2021	\$1,160.28
					\$3,732.58

Vendor: Critical Informatics Inc

Check Number: 53091

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2018-10760	5/5/2021	510 006 518 80 49 40	LR - CI.Security (MDR)	CI Security Annual Subscription	\$21,344.40
					\$21,344.40

Vendor: Crystal Springs

Check Number: 53092

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5249844 050121	5/5/2021	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$19.11
5249844 050121	5/5/2021	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$65.12
5249844 050121	5/5/2021	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$19.11
5249844 050121	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$50.87
5249844 050121	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$50.87
					\$205.08

Vendor: David Evans and Associates Inc

Check Number: 53093

Invoice No	Check Date	Account Number	Account Name	Description	Amount
485637	5/5/2021	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Engineering Services - Callow Green Preliminary SW Review	\$822.90
485638	5/5/2021	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Engineering Services - 113th Duplex SP Review	\$1,188.40
485639	5/5/2021	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Engineering Services - City Limits Legal Description	\$3,132.20
					\$5,143.50

Vendor: Dept of Labor and Industries

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q1 2021	4/27/2021	101 016 542 30 24 00	ST-Workers Comp	Q1 2021 Workers Comp Insurance	\$13.24
Q1 2021	4/27/2021	001 000 281 00 00 00	Payroll Liability Taxes	Q1 2021 Workers Comp Insurance	\$48,959.04
Q1 2021	4/27/2021	001 008 521 20 24 00	LE-Workers Comp	Q1 2021 Workers Comp Insurance	\$0.78
Q1 2021	4/27/2021	001 013 518 30 24 00	GG-Workers Comp	Q1 2021 Workers Comp Insurance	(\$0.41)
					\$48,972.65

Vendor: Dept of Licensing
Check Number: 53094

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050121 DOL	5/5/2021	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 04/11/21 thru 05/01/21	\$453.00
					\$453.00

Vendor: Dept of Retirement (Deferred Comp)
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042321	4/27/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,690.00
					\$2,690.00

Vendor: Dept of Retirement PERS LEOFF
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042321	4/27/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$64,515.43
042321S	4/27/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	\$59.76
					\$64,575.19

Vendor: Dept of Revenue EFT
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MAR2021	4/27/2021	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes March 2021	\$4.70
MAR2021	4/27/2021	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes March 2021	\$269.85
					\$274.55

Vendor: Dicks Towing Inc
Check Number: 53095

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18157120	5/5/2021	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 21-08269	\$126.27
					\$126.27

Vendor: Drug Free Business
Check Number: 53096

Invoice No	Check Date	Account Number	Account Name	Description	Amount
415650	5/5/2021	101 016 542 30 41 02	ST-Professional Service	Drug Free Business Annual Membership	\$75.00
415650	5/5/2021	410 016 531 10 41 01	SW-Professional Services	Drug Free Business Annual Membership	\$75.00
					\$150.00

Vendor: EASL Inc
Check Number: 53097

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LS-0521	5/5/2021	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 04-2021	\$5,001.86
					\$5,001.86

Vendor: EFTPS
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042321	4/27/2021	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$95,379.00
					\$95,379.00

Vendor: Electronic Business Machines

Check Number: 53098

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR190160	5/5/2021	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$75.64
AR190160	5/5/2021	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$75.65
AR190160	5/5/2021	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$75.65
AR190160	5/5/2021	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$75.64
AR191218	5/5/2021	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$6.55
AR191218	5/5/2021	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$6.55
					\$315.68

Vendor: Employment Security Department

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q1 2021	4/27/2021	001 000 284 00 00 00	Payroll Liability Other	Q1 2021 Paid Family Medical leave	\$9,073.71
Q1 2021	4/27/2021	001 013 518 30 20 00	GG-Benefits	Q1 2021 Paid Family Medical leave	(\$0.03)
					\$9,073.68

Vendor: Everett Stamp Works

Check Number: 53099

Invoice No	Check Date	Account Number	Account Name	Description	Amount
31214	5/5/2021	001 007 559 30 31 00	PB-Office Supplies	Nameplates - Yarkut//Levitan/Ewijk	\$61.91
					\$61.91

Vendor: FBI - LEEDA

Check Number: 53100

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200054763	5/5/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - Distance Learning Ethics - Christenesen	\$350.00
					\$350.00

Vendor: Feldman and Lee

Check Number: 53101

Invoice No	Check Date	Account Number	Account Name	Description	Amount
04-2021 FELDMAN	5/5/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 04-2021	\$10,000.00
					\$10,000.00

Vendor: Grainger

Check Number: 53102

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9883263460	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Trash Bags/Professional Strength Remover	\$1,266.14
					\$1,266.14

Vendor: Greenshields Industrial Supply Inc

Check Number: 53103

Invoice No	Check Date	Account Number	Account Name	Description	Amount
104410	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Hoses	\$150.33
					\$150.33

Vendor: HDR Engineering Inc
Check Number: 53104

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1200341422	5/5/2021	304 016 595 60 60 05	Trestle/HOV Lane	Engineering Services - 20th Street BAT Lane Impr	\$958.34
					\$958.34

Vendor: Heritage Bank
Check Number: 53105

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100635410	5/5/2021	213 008 592 21 83 00	2015 LTGO Interest Pymt PD	2015 LTGO Bond Interest	\$2,825.40
					\$2,825.40

Vendor: Home Depot
Check Number: 53106

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10021	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Moulding	\$102.52
10035	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Black Poly Sheeting	\$579.20
1015563	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Studs/Braces/Bolts	\$101.71
1015567	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Straps/Screws	\$17.75
13312	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Anvil/Beadex/Drywall	\$12.46
13324	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Insulation	\$369.30
20854	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Picket/Posts/Lumber	\$314.87
3011165	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Tie Downs/Concrete Mix	\$214.43
3011189	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Metal Framing Nails/Polywood	\$406.92
4011080	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Gloves/Door Knobs- Row House	\$124.40
4012643	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Lumber/Door Knob/Paneling/Door Jamb Extension Kit	\$996.46
6014813	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Sanding Sponge/Spackling/Nails	\$28.88
6014813	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Sanding Sponge/Spackling/Nails	\$28.89
6014813	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Sanding Sponge/Spackling/Nails	\$28.89
8010454	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Paneling - Row House	\$428.06
8014439	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Door Jam Extension Kits	\$34.40
8014439	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Door Jam Extension Kits	\$34.40
8014439	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Door Jam Extension Kits	\$34.39
					\$3,857.93

Vendor: Honey Bucket
Check Number: 53107

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0552054121	5/5/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	\$330.89
0552065878	5/5/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	\$218.50
					\$549.39

Vendor: HSA Bank
Check Number: 53071

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042321	4/27/2021	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	\$337.50
					\$337.50

Vendor: ICONIX Waterworks US Inc

Check Number: 53108

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2116018203	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Grate for Basin/Drain Pipe/PVC Cement	\$467.55
U2116018860	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Watertight Solid Pipe/Coupling w/Gasket	\$1,007.78
U2116019600	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	PVC Conduit Pipes/PVC Cement	\$2,390.30
					\$3,865.63

Vendor: J Thayer Company Inc

Check Number: 53109

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1520940-0	5/5/2021	001 013 518 20 31 00	GG-Operating Costs	Paper/Pens/Bus Card Holder	\$115.41
1521595-0	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Degreaser/Toilet Paper	\$727.35
1522250-0	5/5/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Folders	\$116.57
					\$959.33

Vendor: Kilroy

Check Number: 53110

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051421 KILROY	5/5/2021	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Taser Instructor/Mt Vernon - Kilroy	\$16.00
					\$16.00

Vendor: Lake Industries LLC

Check Number: 53111

Invoice No	Check Date	Account Number	Account Name	Description	Amount
39628	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Stumps/Brush Hauled	\$318.00
39650	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Fill Hauled In - Eagle Ridge Park	\$252.00
39682	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In - Food Bank	\$35.00
39682	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Fill Hauled In - Food Bank	\$35.00
39698	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In	\$252.00
39698	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Fill Hauled In	\$252.00
39707	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Fill Hauled In - Eagle Ridge	\$126.00
39707	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In - Eagle Ridge	\$126.00
					\$1,396.00

Vendor: Lake Stevens Chamber of Commerce

Check Number: 53112

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0521 CHAMBER	5/5/2021	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 05-2021	\$1,500.00
					\$1,500.00

Vendor: Lake Stevens Police Guild

Check Number: 53113

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042321	5/5/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,157.25
					\$1,157.25

Vendor: Lake Stevens Sewer District

Check Number: 53114

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042921 LSSD	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Sewer Availability Letter	\$75.00
					\$75.00

Vendor: Land Development Consultants Inc

Check Number: 53115

Invoice No	Check Date	Account Number	Account Name	Description	Amount
23328	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street Design	\$2,185.37
					\$2,185.37

Vendor: Law Enforcement Information and Records Assoc

Check Number: 53116

Invoice No	Check Date	Account Number	Account Name	Description	Amount
640	5/5/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - Criminal Law for Records Personnel - Cooper	\$150.00
653	5/5/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - Criminal Law for Records Personnel - Fox	\$150.00
					\$300.00

Vendor: Lemay Mobile Shredding Inc

Check Number: 53117

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4699873	5/5/2021	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	\$30.18
4701490	5/5/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	\$24.66
					\$54.84

Vendor: LN Curtis & Sons

Check Number: 53118

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV482028	5/5/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Round Reloadable Training Kit - Hingtgen	\$353.55
					\$353.55

Vendor: Lowes Companies

Check Number: 53119

Invoice No	Check Date	Account Number	Account Name	Description	Amount
910895	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Pneumatic Siding Nails	\$64.37
					\$64.37

Vendor: Marsh Carroll

Check Number: 53120

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0421 MARSH	5/5/2021	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund The Mill Rental - Marsh-Carroll	\$250.00
					\$250.00

Vendor: Method Barricade & Construction Supply LLC

Check Number: 53121

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14498	5/5/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Sign Brackets	\$303.43
14514	5/5/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - Various Street Names	\$653.56
14515	5/5/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - Various Street Names/LS City Center/Histroic Sign	\$1,590.50

14516	5/5/2021	001 007 558 70 31 00	PL - Citywide Beautification	Wayfinding Signs	\$408.75
14517	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Signs - Snohomish County NGPA	\$272.50
14520	5/5/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Perforated Square Sign Posts	\$1,539.62
14524	5/5/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Drive Rivets for Signs	\$136.50
					\$4,904.86

Vendor: Miles Sand & Gravel
Check Number: 53122

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1854008	5/5/2021	309 016 595 61 63 01	Sidewalk Construction	Concrete - Sidewalk on Callow	\$951.57
1854411	5/5/2021	309 016 595 61 63 01	Sidewalk Construction	Concrete - Sidewalk on Callow	\$902.52
					\$1,854.09

Vendor: Millerstoultime
Check Number: 53123

Invoice No	Check Date	Account Number	Account Name	Description	Amount
04132133396	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Debur Tool/Air Comb Filter Cleaner	\$22.07
04132133396	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Debur Tool/Air Comb Filter Cleaner	\$22.08
04202133664	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Air Comb Filter Cleaner	\$30.66
04202133664	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Air Comb Filter Cleaner	\$30.65
					\$105.46

Vendor: Nationwide Retirement Solution
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042321	4/27/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,929.65
					\$4,929.65

Vendor: Nelson Distributing Inc
Check Number: 53124

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0760515-IN	5/5/2021	001 008 521 20 32 00	LE-Fuel	Fuel	\$1,182.32
0760515-IN	5/5/2021	101 016 542 30 32 00	ST-Fuel	Fuel	\$1,418.78
0760515-IN	5/5/2021	410 016 531 10 32 00	SW-Fuel	Fuel	\$1,418.79
0760515-IN	5/5/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel	\$236.46
0760515-IN	5/5/2021	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$472.93
					\$4,729.28

Vendor: Nema Enclosures
Check Number: 53125

Invoice No	Check Date	Account Number	Account Name	Description	Amount
072073	5/5/2021	510 006 594 18 64 00	Capital - Purch Computer Equip	Aluminum Leg Stand Enclosure/Leg Stand Kit	\$2,296.09
					\$2,296.09

Vendor: Norstar Industries Inc
Check Number: 53126

Invoice No	Check Date	Account Number	Account Name	Description	Amount
58691	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Kuper GK5 Boss Set	\$1,672.24
					\$1,672.24

Vendor: O Reilly Auto Parts

Check Number: 53127

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-254284	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Brake Fluid	\$6.53
2960-254284	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Brake Fluid	\$6.54
2960-254284	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Brake Fluid	\$6.54
2960-256207	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Motor Oil	\$43.58
2960-256207	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Motor Oil	\$43.57
2960-256207	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Motor Oil	\$43.58
					\$150.34

Vendor: Ogden Murphy Wallace PLLC

Check Number: 53128

Invoice No	Check Date	Account Number	Account Name	Description	Amount
849465	5/5/2021	401 070 515 45 41 00	SE - Legal Litigation	Legal Services 03-2021 Sewer	\$16,870.50
849465	5/5/2021	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 03-2021 General	\$14,883.50
849465	5/5/2021	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 03-2021 Costco Appeals	\$110.00
849465	5/5/2021	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 03-2021 Code Enforcement	\$329.51
849465	5/5/2021	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 03-2021 PRR	\$42.00
849465	5/5/2021	401 070 515 41 41 00	SE - Legal Services	Legal Services 03-2021 Sewer	\$4,702.50
					\$36,938.01

Vendor: Outcomes by Levy LLC

Check Number: 53129

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-04-LS	5/5/2021	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting	\$4,800.00
					\$4,800.00

Vendor: PB Parent Holdco LP

Check Number: 53130

Invoice No	Check Date	Account Number	Account Name	Description	Amount
66613	5/5/2021	001 013 518 20 31 00	GG-Operating Costs	First Aid Supplies - CH	\$101.92
66615	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	First Aid Supplies - PW	\$80.06
					\$181.98

Vendor: Pilchuck Equipment Rental and Sales

Check Number: 53131

Invoice No	Check Date	Account Number	Account Name	Description	Amount
111901A	5/5/2021	410 016 531 10 45 01	SW-Rentals-Leases	Scissor Lift Rental	\$601.15
					\$601.15

Vendor: Planning Association of Washington

Check Number: 53132

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1820	5/5/2021	001 007 558 50 41 00	PL-Professional Servic	Job Posting Advertistment - Senior Planner	\$100.00
					\$100.00

Vendor: Purchase Power

Check Number: 53133

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01831977 0421	5/5/2021	001 013 518 20 42 00	GG-Communication	Postage	\$207.91
01831977 0421	5/5/2021	001 007 558 50 42 00	PL-Communication	Postage	\$92.09
					\$300.00

Vendor: Reece Construction Company

Check Number: 53134

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 3 REECE	5/5/2021	307 000 382 20 00 00	Retainage Held	91st Ave SE Ext/Water Line Relocation Retainage	(\$20,006.22)
PROGRESS 3 REECE	5/5/2021	307 000 595 30 60 00	Project Construction Account	91st Ave SE Ext/Water Line Relocation	\$415,257.43
					\$395,251.21

Vendor: Sherwin-Williams Co

Check Number: 53135

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2284-9	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Paint/Canvas Drop	\$168.12
2363-1	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Anti-Graffiti Clear/Wire Roller	\$354.72
6952-1	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Paint	\$55.27
7171-7	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Paint/Rags/Paint Supplies	\$251.08
					\$829.19

Vendor: Snohomish Co-Op Inc

Check Number: 53136

Invoice No	Check Date	Account Number	Account Name	Description	Amount
301455	5/5/2021	410 016 531 10 26 00	SW Clothing-Boot Allowance	Jackets/Tees/Sweatshirts/Bibs	\$303.89
301455	5/5/2021	001 010 576 80 26 00	PK- Clothing - Boot Allowance	Jackets/Tees/Sweatshirts/Bibs	\$303.89
301455	5/5/2021	101 016 542 30 26 00	ST-Boot - Clothing Allowance	Jackets/Tees/Sweatshirts/Bibs	\$303.88
301526	5/5/2021	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$63.53
301526	5/5/2021	410 016 531 10 32 00	SW-Fuel	Fuel	\$63.53
					\$1,038.72

Vendor: Snohomish County 911

Check Number: 53137

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3537	5/5/2021	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$30,214.17
					\$30,214.17

Vendor: Snohomish County Auditor

Check Number: 53138

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050421 SNOCO	5/5/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Recording Fees Boundry Line Adjust/Survey North Cove Phase II	\$311.00
					\$311.00

Vendor: Snohomish County Conservation Dist

Check Number: 53139

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5307	5/5/2021	410 016 531 50 31 16	DOE - Capacity Exp 17-19	Grant Reimbursement Jan-March 2021	\$2,370.12
					\$2,370.12

Vendor: Snohomish County Public Works

Check Number: 53140

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000555130	5/5/2021	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maint 03-2021	\$1,390.30
I000555182	5/5/2021	410 016 531 20 41 00	SW-SnoCo Lake Monitoring	ILA Surface Water Mgmt Jan-March 2021	\$2,599.49
					\$3,989.79

Vendor: Snohomish County Public Works Solid Waste

Check Number: 53141

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21151	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Latex Paint Disposal	\$25.00
21151	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Latex Paint Disposal	\$25.00
21151	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Latex Paint Disposal	\$25.00
21153	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Latex Paint Disposal	\$25.66
21153	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Latex Paint Disposal	\$25.67
21153	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Latex Paint Disposal	\$25.67
21160	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Latex Paint Disposal	\$32.00
21160	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Latex Paint Disposal	\$32.00
21160	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Latex Paint Disposal	\$32.00
					\$248.00

Vendor: Snohomish County PUD

Check Number: 53142

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100503167	5/5/2021	001 008 521 50 47 00	LE-Facility Utilities	204719082 New PD Station Water/Electric	\$1,262.55
115452433	5/5/2021	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	\$127.87
128664152	5/5/2021	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	\$25.66
131978591	5/5/2021	001 008 521 50 47 00	LE-Facility Utilities	203033030 Grade Rd Electric/Water	\$337.75
138484979	5/5/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$49.53
141804966	5/5/2021	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$67.84
141804966	5/5/2021	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$67.85
141804966	5/5/2021	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$67.87
151721012	5/5/2021	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	\$70.92
154969969	5/5/2021	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$252.87
154969969	5/5/2021	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$252.86
154969969	5/5/2021	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$252.86
158167280	5/5/2021	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$16.60
161330407	5/5/2021	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$49.83
167760849	5/5/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$40.13
167760849	5/5/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$67.32
167760849	5/5/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$6.82
167760849	5/5/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	(\$81.14)
					\$2,935.99

Vendor: Snohomish County Sheriffs Office

Check Number: 53143

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-6743	5/5/2021	001 008 523 60 41 00	LE-Jail	Jail Services 03-2021	\$33,487.06
2021-6762	5/5/2021	001 008 523 60 41 00	LE-Jail	Jail Services Medical 03-2021	\$1,360.25
					\$34,847.31

Vendor: Sound Publishing Inc

Check Number: 53144

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH923087	5/5/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0022 St John Admin Mod	\$71.40
EDH924554	5/5/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2020-0176 Lakeshore Plaza	\$78.40
EDH924555	5/5/2021	001 013 518 30 41 01	GG-Advertising	TIP 2022-2027	\$28.00
EDH924813	5/5/2021	001 007 558 50 41 03	PL-Advertising	LUA2020-0189 Amend LSMC 14 44 097	\$137.20
EDH924852	5/5/2021	001 013 518 30 41 01	GG-Advertising	CC Workshop Cancelled 04/20/2021	\$18.20
EDH925009	5/5/2021	001 013 518 30 41 01	GG-Advertising	Civil Service Comm Special Meeting 04/22/2021	\$36.40
EDH925108	5/5/2021	001 007 558 50 41 03	PL-Advertising	North Cove Park RFP Tile Art	\$140.00
EDH925219	5/5/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0002 Pellerin Ridge II Final Plat	\$72.80
EDH925319	5/5/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0050 Weinberg Final Short Plat	\$61.60
					\$644.00

Vendor: Sound Safety Products Co Inc

Check Number: 53145

Invoice No	Check Date	Account Number	Account Name	Description	Amount
407574/1	5/5/2021	410 016 531 10 26 00	SW Clothing-Boot Allowance	Boots - Wright T	\$306.87
					\$306.87

Vendor: Springbrook Nursery & Trucking Inc

Check Number: 53146

Invoice No	Check Date	Account Number	Account Name	Description	Amount
308028	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Wood Debris Dump Fees	\$120.00
308051	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Wood Debris Dump Fees	\$480.00
					\$600.00

Vendor: Starkenburg

Check Number: 53147

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0521STARKENBURG	5/5/2021	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals CJ LERM Conf Nashville - Starkenburg	\$274.50
					\$274.50

Vendor: Tacoma Screw Products Inc

Check Number: 53148

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18306802	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Credit Screws-Bolts with Drill Bits	(\$126.59)
18307522	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Screws-Bolts with Drill Bits/Drive Rivets/Cleaner	\$172.71
18307522	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Screws-Bolts with Drill Bits/Drive Rivets/Cleaner	\$172.71
18307522	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Screws-Bolts with Drill Bits/Drive Rivets/Cleaner	\$172.72
18307523	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Shovels	\$250.70
18307523	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Shovels	\$250.70
18307523	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Shovels	\$250.70

18307524	5/5/2021	001 010 576 80 31 00	PK-Operating Costs	Spring Snap Links	\$39.70
18307524	5/5/2021	101 016 544 90 31 02	ST-Operating Cost	Spring Snap Links	\$39.71
18307524	5/5/2021	410 016 531 10 31 02	SW-Operating Costs	Spring Snap Links	\$39.71
					\$1,262.77

Vendor: Technological Services Inc

Check Number: 53149

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19742	5/5/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation/Brake Insp PT-18-79	\$74.66
19747	5/5/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Filters/Brake Repair PT-19-81	\$1,600.68
19753	5/5/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation/Bulb Replace PT-16-61	\$122.26
19777	5/5/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Battery Replacement PT-16-60	\$56.55
					\$1,854.15

Vendor: TransUnion Risk and Alternative Data Solutions Inc

Check Number: 53150

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4016011-202104-1	5/5/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	\$81.76
					\$81.76

Vendor: Trinity Contractors Inc

Check Number: 53151

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 2 LIBRARY	5/5/2021	306 000 594 21 60 01	Police Dept Retrofit - Old Fac	Police/Library Building Repair Project 20011	\$43,933.90
PROGRESS 8 DF	5/5/2021	411 016 594 31 60 00	Decant Facility Project	Hartford Decant Facility Project 18037	\$177,770.32
PROGRESS 8 NC2	5/5/2021	302 010 594 76 61 01	PM - North Cove Capital	North Cove Phase II Project 19012	\$170,151.61
					\$391,855.83

Vendor: UPS

Check Number: 53152

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42151	5/5/2021	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$15.72
					\$15.72

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 53072

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042321	4/27/2021	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: 53073

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042321	4/27/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,584.18
					\$2,584.18

Vendor: Washington State Dept of Ecology

Check Number: 53074

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-WAR308810-3	4/28/2021	001 010 576 80 31 00	PK-Operating Costs	Stormwater Construction Fee Frontier Heights Park	\$1,712.00
					\$1,712.00

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042321	4/27/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$544.50
					\$544.50

Vendor: Weed Graafstra & Associates Inc

Check Number: 53153

Invoice No	Check Date	Account Number	Account Name	Description	Amount
162	5/5/2021	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services	\$105.00
					\$105.00

Vendor: WM Corporate Services Inc

Check Number: 53154

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0863957-4968-1	5/5/2021	001 008 521 50 47 00	LE-Facility Utilities	Dumpster Service - Police Conference Center	\$386.17
0863957-4968-1	5/5/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Dumpster Service - 1825 S Lake Stevens Rd Comm	\$386.17
					\$772.34

Vendor: WSAPT

Check Number: 53155

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042121 WSAPT	5/5/2021	001 007 558 50 49 00	PL-Miscellaneous	WSAPT Membership - Meyers/Fenrich	\$90.00
					\$90.00

Vendor: Wynne and Sons Inc

Check Number: 53156

Invoice No	Check Date	Account Number	Account Name	Description	Amount
68471	5/5/2021	410 016 531 10 31 01	SW-Office Supplies	Business Cards - Wright T	\$72.19
68501	5/5/2021	001 007 558 50 31 00	PL-Office Supplies	Business Cards - Gassaway/Place/Meyers/Meis/Wright R	\$267.64
					\$339.83

Vendor: Zachor and Thomas Inc PS

Check Number: 53157

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-LKS0004	5/5/2021	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 04-2021	\$13,287.00
					\$13,287.00

Vendor: Zions Bank

Check Number: 53158

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050121 ZIONS	5/5/2021	412 016 592 31 80 00	2019 LTGO Bond - Interest	2019 LTGO Bond Interest	\$5,186.30
050121 ZIONS	5/5/2021	412 016 591 31 70 00	2019 LTGO Bond - Principal	2019 LTGO Bond Principal	\$58,000.00
					\$63,186.30

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

Tuesday, April 27, 2021
By Remote Participation via Zoom

CALL TO ORDER: 6:02 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, City Engineer Grace Kane 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 except Councilmember Petershagen.

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Ewing, to excuse Councilmember Petershagen. The motion passed 7-0-0-0.

Note: Councilmember Petershagen joined the meeting at 6:04 p.m.

Approval of Agenda:

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

Citizen Comments:

There were no citizen comments.

Council Business:

Councilmember Petershagen stated that he attended the Sewer District Utility Committee meeting this afternoon. He stated that its unfortunate that the City and Sewer District have such fundamental differences and hopefully the unification can make everyone come together.

Councilmember Tageant also stated that he attended the Sewer District Utility Committee meeting today. He stated that the City is trying to save money by bringing the two entities together.

Councilmember Dickinson thanked the Kiwanis Club for the easter egg hunt. She also thanked Representative Berg and Representative Lovick for the funding for the Civic Center. She thanked the City staff for all of their work and believe staff would help with a DEIA Commission.

Councilmember Jorstad stated that the Department of Emergency Management has announced that there are hundreds of vaccinations available. She asked that the DEIA Commission discussion be on the agenda for next week's workshop.

Councilmember Frederick thanked Representatives Lovick and Berg. He stated that unfortunately COVID numbers are going backward. He urged everyone to get their vaccine.

Councilmember Daughtry said the Youth Advisory Council is coming along and one of the students is on the Council meeting tonight.

Councilmember Tageant thanked Doug Levy for all his work as the City's lobbyist.

Mayor Business:

Mayor Gailey echoed those comments and stated Doug Levy does great work for the City. He stated that the DEIA Commission discussion will come back to the next Council meeting. Also, staff will get the vaccine information on the City's website. Lastly, he agreed with the comments earlier about the Sewer District. The goal is to save money and legal fees. He hopes that the assumption can continue forward.

City Department Update:

Director Wright gave a report to the Council on the legislative session. He also stated that the County Council will hold a public hearing tomorrow regarding the Southeast Interlocal Annexation.

Guest Business:

Director Durpos introduced his new employee Travis Wright, Public Works Inspector.

Government Affairs and Public Policy Director Robert Knoll gave an update on Puget Sound Energy.

Consent Agenda:

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

The consent agenda included the following:

- Vouchers
- Agreement with City of Marysville Regarding Lake Stevens Sewer District Facilities and Accounts
- Lake Stevens City Council Regular Meeting Agenda April 27, 2021
- Shared Purchase of a Loader for the New Decant facility
- City Council Meeting Minutes of 3/16/21
- City Council Meeting Minutes of 3/23/21
- City Council Meeting Minutes of 3/30/21
- City Council Meeting Minutes of 4/13/21

Public Hearing:

6-year Transportation Improvement Plan (TIP) 2022-2027

Senior Engineer Kane explained that each year the City is required under RCW 35.77 to prepare a six-year Transportation Improvement Plan (TIP). The intent of the TIP is to provide information to the State for regional and statewide planning that includes project type and location identification, potential impacted utilities, funding needs, and inter-agency coordination.

The TIP is a subset of the City's 20-year transportation list in the Comprehensive Plan's Capital Element (Chapter 8). The projects identified in the TIP have been selected based on the priority established in the adopted 20- year transportation list. The TIP is important to the City when seeking grant funding for future transportation projects. This gives advance notice to the funding agencies of potential grant dollar demands.

However, not listing a project does not prohibit seeking funding for a non-listed project. In this case, the TIP would require an amendment be adopted by resolution. One of the key points of an agency's TIP is that it is supposed to be realistic. This means that the projects listed should be able to be constructed within the 6-year period if funding can be secured. Each year, the TIP is reviewed and updated to reflect what has occurred and adjustments are made. If a mid-year change in priorities occurs or a new project is added, the TIP can be updated.

Mayor Gailey opened the public hearing for public comment at 7:02 p.m.

Robin McGee, Lake Stevens. Ms. McGee asked about the 7.6-million-dollar roundabout and sidewalk on the corner of Main Street and 20th Street NE.

Mayor Gailey closed the public hearing at 7:06 p.m.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Petershagen, to approve Resolution 2021-05: Six-year Transportation Improvement Plan. The motion passed unanimously.

Deputy Chief Discussion.

Chief Dyer explained that as the city and police department continues to grow, he has been evaluating what type of command structure will work best for the department and city. He explained that the Deputy Chief position will accomplish two main objectives:

1. Enable the Chief to focus on the strategic direction and external activities essential to a growing community and Department. The creation of this position will allow the Chief to spend more time focusing on strategic planning, the external factors effecting police operations, partnerships, outreach, communication, and the collaboration needed to make a law enforcement organization successful.

2. Operationalize the vision of the Chief and the City into cohesive plan of action across all departments.

This would be an interim position for 6 months and then it will be re-evaluated.

The Council and staff engaged in a discussion.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve Chief Dyers recommendation of the police department structure as amended in the

staff report and the position will be interim until the rest of the year and the reevaluated as part of the 2021 budget. The motion passed 7-0-0-0.

Adjournment:

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Daughtry, to adjourn the meeting. The motion passed 7-0-0-0. The meeting adjourned at 7:23 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 11, 2021

Subject: Facilities Use Agreement with Row Club

Contact Gene Brazel, City Administrator

Person/Department:

Budget

Impact:

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign the Facilities Use Agreement with the Row Club

SUMMARY/BACKGROUND:

As part of the Downtown Plan Implementation, the Boathouse has been moved to its new location requiring an updated Facilities Lease Agreement. The new agreement includes all terms and conditions associated with the new location and expectations of both parties. Said conditions can be seen in the attached agreement.

ATTACHMENTS:

► Exhibit A – Facilities Use Agreement

FACILITIES USE AGREEMENT Between the City of Lake Stevens and Lake Stevens Rowing Club

This Agreement is entered into by and between the City of Lake Stevens, Washington, a Municipal Corporation, hereinafter referred to as "the City," and the Lake Stevens Rowing Club, a Washington Non-profit Corporation, hereinafter referred to as "the Club."

WHEREAS, the City has determined the need to provide space for recreational opportunities for its citizens; and

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to facilitate the move of the existing boathouse used by the Club to 12308 17th Place NE, recently purchased by the City and to establish terms and conditions regarding scheduling, use of facilities, maintenance, regattas, and other requirements necessary to provide a quality rowing program for the Lake Stevens community and the general public in the City of Lake Stevens.
2. **City Responsibility.** The City agrees to provide the following:
 - A. The City will be responsible for all required demolition and removal of the single-family residence located at 12308 17th Place NE, for all site preparation, permits for the existing boathouse move and relocation to 12308 17th Place NE, and for all associated costs therewith. City responsibility includes the relocation of utilities, reconnection cost(s), installation of building tiedowns to meet building standards, the pouring of building footings, internal slab, and installation of building tiedowns to meeting building standards.
 - B. Provide a site on City property for Club facilities as described on **Exhibit A** attached hereto and incorporated herein by this reference as if fully set forth.
 - C. The City recognizes that the floating rowing dock was a partnership purchase between the City and LSRC (33%) intended to facilitate the sport of rowing. The City will maintain the dock in its current configuration and size, and LSRC will assist the City in maintaining and keeping the dock clean and in good repair. The dock will not be exclusive for LSRC use, with the exception of regularly scheduled practices, and scheduled regattas, and will be made available to the general public as a non-motorized, oar & paddle launch & recovery dock, and is not intended as a swim platform, fishing pier, or to facilitate the boarding or mooring of powerboats. LSRC will be responsible for posting scheduled practice times on their website and will post a temporary sign at the foot of the dock, at each and every practice, notifying the public of said practice. The City will post a permanent sign at the foot of the dock, in a location that does not interfere with the moving of large racing shells (60'), notifying the public of its use restrictions. Any future changes to the dock will be agreed to by both parties in a working together relationship.
 - D. The Club will not have access to the rowing dock or the boat launch area when public access has been restricted by the City issuing a Park Use Permit for a special event.
 - E. Assist the City by providing volunteer labor to perform wetland mitigation planting for onsite buffer restoration pursuant to shoreline substantial development permit approval and critical area study and buffer mitigation plan prepared by Wetland Resources dated January 25, 2021. City will provide all plants, plans, planting materials, and equipment to fulfill this restoration and assist as needed. Plantings will be completed within 90 days of the Club

receiving permission from the city to re-occupy the building.

3. **Club Responsibilities.** The Club agrees to provide at its own cost the following equipment and to perform the following services.
- A. With respect to the boathouse move to 12308 17th Place NE the Club shall be responsible for the moving of Club boats and equipment, any new building signage, and any landscaping or entry façade improvements approved by the City. The Club shall further be responsible for providing notice to Crew members about the pending move.
 - B. Provide opportunities to row and other related services as necessary to offer a quality Rowing Program to the public and members of the Club and attempt to accommodate all interested rowers.
 - C. Provide and maintain in good condition all necessary equipment for the Rowing Program.
 - D. Provide and maintain in good condition a storage facility pursuant to this Agreement. Placement of the storage facility shall be approved by the City. The storage facility will remain the property of the Club during and after the Agreement has expired. The building will be removed, at the Club's expense, no later than 30 days after the expiration or termination of this agreement.
 - E. Provide adequate adult supervision for all events, including, but not limited to, regattas.
 - F. Comply at all times with all federal and state laws and regulations and local statutes, rules, and ordinances applicable to the use of the equipment and the performance of the services set forth in this Agreement, and the handling of any funds used in connection therewith.
 - G. Once the Club has received permission from the City to occupy use the relocated boathouse at 12308 17th Place NE, the Club shall pay to the City a monthly sum of \$575.37 per month or \$6,904 per year the first four years of this agreement. The payment will be subject to leasehold excise tax at the rate determined by the Washington State Department of Revenue. Monthly payments, including leasehold excise tax, shall be due on or before the ____ day of each calendar month. The first month lease payment shall be pro-rated based on the number of remaining days in the month for that month. Payments delayed by more than five business days after the due date shall accrue interest at the rate of twelve percent (12%) per annum. All payments made shall first be applied to any accrued interest that may be due.
 - H. During years 5-9 the monthly base rent shall be \$690.37 dollars per month for a total annual payment of \$8,284.44, plus leasehold excise tax.
 - I. In addition to the above base rent, the Club shall pay to the City any and all taxes and fees including admission tax, if due, sales tax, surface water management fees, water fees, and any and all permit fees required to manage and operate the premises (the "Additional Rent"). The club specifically authorizes the City to remit to the respective taxing authority any amounts paid by the Club to the City in payment of any such taxes, and agrees that the City shall not be held responsible or liable in any manner for reimbursement of any amounts so paid if said taxes or fees, or any part thereof, are determined to be invalid, improper or unenforceable. If the applicable taxing authority requires the City to collect the taxes and Lessee does not agree on the amount to be so paid, the Club shall pay the amount requested by the City, and the club sole recourse shall be against the applicable taxing authority with respect to the amount, propriety, and validity of such tax. The City, in collecting or designating such tax or any amount thereof, in no way warrants the validity or propriety or correction thereof, and the sole obligation of the City in the event of the collection of such tax shall be to remit the same to the appropriate taxing authority.

4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing the effective date of this agreement and ending ten (10) years from said date unless sooner terminated under the provisions hereinafter specified.
5. **Business License Required.** The Club shall obtain and maintain a City business license for the duration of this Agreement.
6. **Indemnification and Hold Harmless.** The Club shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Club's use of Premises, or from the conduct of the Club's operations, or from any activity, work or thing done, permitted, or suffered by the Club in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
7. **Insurance.**
 - A. The Club shall procure and maintain in full force throughout the duration of the Agreement Commercial General Liability insurance, including products and completed operations and sports events coverage, with a minimum coverage of \$5,000,000 per occurrence for personal injury and property damage. The policy(ies) shall name the City of Lake Stevens as an additional insured on the Club's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement. The policy(ies) shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The insurance policy shall contain or be endorsed to contain that the Club's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Club's insurance and shall not contribute with it
 - B. In addition to the insurance provided for in Paragraph 6 (A) above, the Club shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Club employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim and \$1,000,000 as an annual aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.
 - C. Certificates of coverage and the additional insured endorsements as required by Paragraphs A, and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.
 - D. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The Club's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Club to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
8. **Record Keeping and Reporting.** The Club shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Club shall also maintain such other records as may be deemed necessary by the

City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement. The Club shall make available to the City all records maintained pursuant to this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Quarterly Financial Reports:** Throughout the term of this lease and all extensions thereof, Club shall provide City with quarterly financial reports detailing Club's income, expenses, expenditures, salaries, and bank and investment balances for the previous quarter. Said financial statements shall be provided to City in writing within thirty (30) days after the last day of each quarter of the calendar year.
10. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall always be subject to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Club's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Club.
11. **Termination.** Lessee may terminate this Lease for any reason by giving the other party 180 days written notice of its intent to do so. In addition, Lessor may terminate this Lease as provided in Section 10 below. This agreement may be extended by mutual consent of both the City and the Club in five-year increments by written mutual agreement.
12. **Default Remedies.**

A. Events of Default

Each of the following shall be deemed a default by Lessee (a "Default") and a material breach of this Lease:

- (a) The failure by Lessee to pay when due any Rent hereunder if such failure shall continue for a period of three (3) business days after written notice thereof has been delivered to Lessee;
- (b) The failure by Lessee to perform or observe any of the other terms, covenants, conditions, agreements or provisions of this Lease if such failure shall continue for a period of twenty (20) days or more after written notice thereof has been given to Lessee; provided, however, that if any such failure cannot reasonably be cured within such twenty (20) day period, then Lessee shall not be deemed to be in Default if Lessee commences to cure such failure within such twenty (20) day period and thereafter diligently pursues such cure to completion within sixty (60) days after Lessor's original written notice;
- (c) Any material misrepresentation or material omission of information made by Lessee to Lessor in connection with this Lease; or
- (d) Any abandonment by Lessee of the Premises. As used herein, "abandonment" shall mean an absence from the Premises of thirty (30) days or more.

B. Lessor Remedies for Lessee Default

In the event of Lessee's Default, Lessor may, at any time thereafter and without waiving any other rights provided by this Lease or by law, exercise any one or more of the following rights, as well as any other right that may be available at law or in equity.

- (a) Lessor may terminate this Lease by delivering written notice of termination to Lessee,

and may thereafter enter onto the Premises with due process of law, and expel, remove or put out Lessee and/or any other persons who may be thereon, and remove any and all personal property found therein. In such event, Lessee shall be liable to Lessor for the present value of the entire amount of Rent reserved by this Lease for the balance of the Lease Term, as the same may have been extended pursuant to Section 2.2, over the then fair market rental value of the Premises for the same period, plus all expenses, including court costs and attorneys' fees, incurred by Lessor in the collection of same, and for all other damages provided by law. No reentry or taking possession of the Premises shall be construed as an election by Lessor to terminate this Lease unless Lessor delivers a written notice of termination to Lessee.

(b) Lessor may, without terminating the Lease, enter onto the Premises with due process of law, and expel, remove or put out Lessee and/or any other persons who may be thereon, and remove any and all personal property found therein. In such event, Lessor (i) shall make reasonable efforts to re-let the Premises for the account of Lessee at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with Lessee remaining liable for any deficiency, and (ii) shall have the right to repair, renovate, remodel, redecorate, alter and change the Premises as Lessor deems desirable. In such case, Lessee shall also be liable to Lessor for any expenses incurred by Lessor in re-letting the Premises, including, but not limited to, attorneys' fees, advertising expenses, brokerage fees and/or the cost of putting the Premises in good order and preparing the same for re-rental. At Lessor's option, any rents received by Lessor from any re-letting of the Premises may be applied to Lessee's account in the following order: (i) first, to the payment of any indebtedness of Lessee to Lessor other than Rent; (ii) second, to the payment of any costs and expenses of said re-letting; and (iii) third, to the payment of Rent due and to become due to Lessor under this Lease. Lessee shall pay any deficiency to Lessor monthly and any payment made or suits brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the right of Lessor to collect the deficiency for any subsequent month. Should Lessor initially elect to proceed under this Section 12.2(b) Lessor may, at any time thereafter, elect to terminate the Lease as provided in Section 12.2(a) above.

(c) All rights and remedies of Lessor enumerated in this Section 19 shall be cumulative, and none shall exclude any other right or remedy allowed at law or in equity.

13. **Discrimination Prohibited.** The Club shall not discriminate against any employee, applicant for employment, or any person seeking or receiving the services of the Club under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap which, in the judgment of the Club's coaches or instructors, does not create a safety hazard.
14. **Assignment.** This agreement is entered into by the City in particular consideration of the Club's history, value to the City and the public and its cooperation with the City. The Club shall not assign any portion of this Agreement without the prior written consent of the City.
15. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

16. **Notices.** Notices shall be sent as follows:

To the City of Lake Stevens:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
(425) 334-1012

To the Lake Stevens Rowing Club:

Attn: Gary Artim
PO Box 159
Lake Stevens, WA 98258
(425) 359-9475

17. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce or interpret any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
18. **Representation of Club.** The Club represents to the City that it has no conflict of interest in performing any of the services set forth herein. If the Club is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City.
19. **Severability.** In the event that any section paragraph, sentence, clause or phrase is determined to be invalid in a court of law, such determination shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this agreement.
20. **Authority to Sign.** The undersigned certify that they are authorized to sign this Agreement on behalf of the Lake Stevens Rowing Club and the City, respectively, and that the Lake Stevens Rowing Club and the City acknowledge and accept the terms and conditions herein and attached hereto.
21. **Effective Date.** DATED this ____ day of _____ 2021.

CITY OF LAKE STEVENS

LAKE STEVENS ROWING CLUB

Brett Gailey, Mayor

Gary Artim, President

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

DATED this _____ day of _____, 2021.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Date: May 11, 2021

Subject: Adoption of SEPA Flexible Thresholds (LUA2021-0033) – Public Hearing

Contact David Levitan, Planning Manager
Person/Department: _____

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. **Hold a public hearing and take public testimony** on LUA2021-0033, the proposed adoption of SEPA flexible thresholds for minor new construction.
2. **Approve Ordinance No. 1118** amending LSMC Section 16.04.050.

SUMMARY: Public hearing to consider city-initiated Title 16 code amendment to adopt State Environmental Policy Act (SEPA) flexible thresholds for minor new construction.

BACKGROUND/ HISTORY:

The State Environmental Policy Act (SEPA) evaluates potential environmental impacts associated with governmental decisions such as building permits, land use applications, and code amendments. Certain projects and processes are exempt from SEPA environmental review under the categorical exemptions listed in [WAC 197-11-800](#). WAC 197-11-800(1)(b) establishes the standard categorical exemption thresholds for minor new construction, while WAC 197-11-800(1)(d) establishes maximum flexible thresholds that cities may adopt for minor new construction through a local ordinance that meets the procedural requirements of WAC 197-11-800(1)(c). The City of Lake Stevens is an incorporated city within Snohomish County, which is a fully planning Growth Management Act (GMA) county.

The city is proposing to amend [LSMC 16.04.050](#) to adopt flexible categorical exemption thresholds for minor new construction (LUA2021-0033). On April 21, 2021, the Planning Commission held a public hearing to make a recommendation to City Council on the proposed thresholds, as required for Type VI legislative land use applications. This followed Commission work sessions on [October 21](#) and [December 2](#), 2020 and [January 20](#) and [March 3](#), 2021 as well as a City Council work session on [February 16, 2021](#).

During the public comment portion of the April 21 public hearing, the Master Builders Association of King and Snohomish County expressed support for the adoption of flexible thresholds but requested that the city adopt the maximum thresholds for single-family and multi-family residential development (see Attachment 3 for written comments that reflect oral testimony). After considering these higher residential thresholds, the Commission made a unanimous recommendation (Attachment 2) to amend LSMC 16.04.050 with the thresholds identified in the right column of Table 1 and Attachment 1, Exhibit A.

Table 1 – SEPA Thresholds for Minor New Construction

Development Type	Current Thresholds	Maximum Thresholds	April 21 PC Recommendation
Single-Family	4 units	30 units	15 units
Multi-Family	4 units	60 units	30 units
Agricultural	10,000 sf	40,000 sf	10,000 sf
Commercial	4,000 sf	30,000 sf	30,000 sf
Parking	20 spaces	90 spaces	90 spaces
Grading	100 cubic yards	1,000 cubic yards	1,000 cubic yards

FINDINGS AND CONCLUSIONS

1. Compliance with elements of the Comprehensive Plan

- Land Use Element Policy 2.3.3 – Encourage infill development on suitable vacant parcels and redevelopment of underutilized parcels. Ensure that the height, bulk and design of infill and redevelopment projects are compatible with their surroundings.
- Land Use Element Policy 2.3.4 – Maintain development regulations to promote compatibility between uses; retain desired neighborhood character; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public facilities and services.

Conclusions – Adoption of the proposed SEPA flexible thresholds is consistent with the goals and policies of the city's Comprehensive Plan. The flexible thresholds will encourage additional infill development by providing additional exemptions for minor new construction, while the required documentation shows that adequate local, state and federal environmental regulations are in place to mitigate any potential impacts for newly exempt development.

2. Compliance with the State Environmental Policy Act (SEPA) (Chapter 97-11 WAC and Title 16 LSMC)

- Consistent with WAC 197-11-800(c)(1), the city provided documentation that the requirements for environmental analysis, protection and mitigation for impacts to elements of the environment listed in WAC 197-11-444 for newly exempt projects are adequately addressed in existing local, state and federal environmental regulations. This documentation and a copy of the proposed flexible thresholds were provided to the Department of Ecology, affected tribes, and agencies with expertise on March 5, 2021, as well as made available for public review. No comments have been received.
- The city prepared a SEPA Environmental Checklist on March 31, 2021.
- The city issued a Determination of Nonsignificance (DNS) on April 1, 2021, which was sent to the Department of Ecology, affected tribes, and agencies with expertise. Notice of the DNS was issued jointly with the Notice of Public Hearing on April 5, 2021. The deadline for public comments was April 19, 2021, and the city received no comments.

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

3. Compliance with the Growth Management Act (RCW 36.70A.106)

- Code amendments are subject to review by the Washington State Department of Commerce, and the adoption of SEPA flexible thresholds must also meet the procedural requirements of [WAC 197-11-800\(c\)\(i-v\)](#).
- The city provided a 60-day notice to the Department of Commerce on March 5, 2021 of its intent to amend LSMC 16.04.050, with a proposed adoption date of May 11, 2021. The city received an acknowledgement letter from Commerce on March 8, 2021.
- If approved by the City Council, staff will file the final ordinance with the Department of Commerce within 10 days of its adoption.

Conclusions – The proposed code amendment has met all Growth Management Act requirements.

4. Public Notice and Comments

- Amendments to LSMC Title 16 (SEPA Procedures and Policies) are reviewed through the city's Type VI legislative review process identified in [LSMC 14.16B.605-660](#), which

requires the Planning Commission to hold a public hearing and make a recommendation to City Council.

- The city published a Notice of Public Hearing in the Everett Herald on April 30 and May 7, 2021. The notice was also posted at City Hall and on the city's website on or around April 23, 2021. This is in addition to the public noticing that was completed for the April 21, 2021 Planning Commission public hearing
- As previously mentioned, the city received one comment letter just before the April 21 Commission public hearing, which is included in Attachment 3.

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

The City Council is scheduled to hold a public hearing and first and final reading of the ordinance at their May 11, 2021 meeting.

BUDGET IMPACT: There is not a budget impact.

ATTACHMENTS

Attachment 1 – DRAFT Ordinance 1118

Exhibit A: Updated LSMC 16.04.050 (Track Changes Version)

Attachment 2 – April 21, 2021 Planning Commission Recommendation

Attachment 3 – Comment Letter from Master Builders Association of King and Snohomish Counties

CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 1118

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON REVISING LSMC SECTION 16.04.050 TO ADOPT SEPA FLEXIBLE THRESHOLDS FOR MINOR NEW CONSTRUCTION; ADOPTING FINDINGS AND CONCLUSIONS RECOMMENDED BY THE PLANNING COMMISSION; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, Chapter 16.04 of the Lake Stevens Municipal Code (LSMC) establishes the city's procedures and policies related to the State Environmental Policy Act (SEPA); and

WHEREAS, the city has adopted by reference the categorical exemption thresholds in Washington Administrative Code (WAC) Chapter 197-11-800, including the standard categorical exemption thresholds for minor new construction in WAC 197-11-800(1)(b); and

WHEREAS, WAC 197-11-800(1)(c) authorizes cities, towns or counties to raise the exemption levels for minor new construction to those identified in WAC 197-11-800(1)(d), subject to the requirements and process outlined in subsection (c); and

WHEREAS, the City of Lake Stevens is an incorporated city within a fully planning jurisdiction under the Growth Management Act (GMA), per RCW 36.70A.040; and

WHEREAS, on March 5, 2021, the city completed the procedural requirements of WAC 197-11-800(1)(c)(i-iv) and provided sixty days' notice of its analysis and findings to the Department of Ecology, agencies with expertise, affected tribes and jurisdictions, and the public, and did not receive any public comments during the comment period; and

WHEREAS, the city has determined that there are adequate existing local, state and federal environmental regulations in place to mitigate any potential impacts from newly exempt development; and

WHEREAS, on March 5, 2021, the City submitted the proposed amendment to the Washington State Department of Commerce for its 60-day review and received documentation of completion of the procedural requirement (Submittal ID 2021-S-2414); and

WHEREAS, the city issued a SEPA Determination of Nonsignificance (DNS) for the proposed amendment on April 1, 2021, and did not receive any public comments during the appeal period; and

WHEREAS, in taking the actions set forth in this ordinance, the City has complied with the requirements of the State Environmental Policy Act, Chapter 43.21C RCW; and

WHEREAS, the Lake Stevens Planning Commission, after review of the proposed amendment during several work sessions, held a duly noticed public hearing on April 21, 2021 and heard oral testimony; and

WHEREAS, at the conclusion of the April 21 public hearing, the Planning Commission made a recommendation to amend LSMC 16.04.050, as shown in Exhibit A; and

WHEREAS, the Lake Stevens City Council reviewed the Planning Commission's recommendation relating to the proposed amendment and held a duly noticed public hearing and considered all public testimony on May 11, 2021; and

WHEREAS, municipal code amendments are Type VI legislative decisions which require a recommendation from the Planning Commission to City Council, based on written findings and conclusions, supported by evidence from an open-record hearing; and

WHEREAS, the Planning Commission provided the City Council with a recommendation letter along with findings and conclusions to approve the code amendment request; and

WHEREAS, the City Council considered the Planning Commission's recommendation on May 11, 2021.

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

Section 1. The City Council hereby makes the following findings:

- A. This ordinance amending the City's municipal code to adopt SEPA flexible thresholds was sent to the Washington State Department of Commerce on March 5, 2021 as required by the Growth Management Act; no comments were received.
- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.
- C. As required by LSMC 14.16C.075(f), the adoption and amendment of codes are consistent with the Comprehensive Plan, comply with the Growth Management Act and advance the public health, safety and welfare.

Section 2. Section 16.04.050, entitled "Categorical Exemptions", of the Lake Stevens Municipal Code is hereby amended to read as shown in the attached Exhibit A, with additions shown by underline and deletions shown by strikethrough.

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.

PASSED by the City Council of the City of Lake Stevens this 11th day of May 2021

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: May 11, 2021

Published:

Effective Date:

EXHIBIT A

16.04.050 Categorical Exemptions.

(a) The City adopts by reference the following sections of Chapter [197-11](#) WAC regarding categorical exemptions:

[197-11-800](#) Categorical exemptions [\(except as otherwise established below\)](#)

[197-11-880](#) Emergencies.

[197-11-890](#) Petitioning Department of Ecology to change exemptions.

~~(b) Under WAC [197-11-800\(1\)\(a\)](#) and (c), the City may raise categorical exemption levels for certain types of minor new construction described in WAC [197-11-800\(1\)\(b\)](#). Local conditions, including zoning or other land use plans or regulations, implemented by ordinance, shall support any raised categorical exemption level. If the City increases any categorical exemptions levels, they shall send these to the Department of Ecology. The maximum level that any such category exemption may be raised is specified in WAC [197-11-800\(1\)\(c\)](#). (Ord. 870, Sec. 2 (Exh. 1), 2012)~~

(b) Flexible Thresholds for Minor New Construction Categorical Exemption

The City establishes the following exempt levels for minor new construction as allowed under WAC 197-11-800(1)(c) and (d), based upon local conditions:

(i) For single-family residential projects, up to fifteen (15) dwelling units;

(ii) For multifamily residential projects, up to thirty (30) dwelling units;

(iii) For agricultural structures, up to ten thousand (10,000) square feet;

(iv) For office, school, commercial, recreational, service or storage buildings, up to thirty thousand (30,000) square feet;

(v) For parking facilities, up to ninety (90) parking spaces;

(vi) For fills or excavations, up to one thousand (1,000) cubic yards. All fill or excavation, of any quantity, necessary for an exempt project in subsections (i) through (v) of this section shall be exempt.

c) The exemptions in this subsection apply except when the project:

(i) Is undertaken wholly or partly on lands covered by water

- (ii) Requires a license governing discharges to water that is not exempt under RCW 43.21C.0383
- (iii) Requires a license governing emissions to air that is not exempt under RCW 43.21C.0381 or WAC 197-11-800 (7) or (8); or
- (iv) Requires a land use decision that is not exempt under WAC 197-11-800(6).

d) Whenever the city establishes new exempt levels under this section, it shall send them to the Department of Ecology, Headquarters Office, Olympia, Washington, 98504 under WAC 197-11-800(1)(c).



One Community Around the Lake

April 22, 2021

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

RE: Planning Commission Recommendation on Adoption of SEPA Flexible Thresholds (LUA2021-0033)

Dear Council Members:

The Lake Stevens Planning Commission held several work sessions to consider a code amendment to adopt SEPA flexible thresholds for minor new construction into LSMC 16.04.050. The Commission held a public hearing on April 21, 2021 and is now forwarding their recommendation to City Council to approve the code amendment following the May 11 Council hearing, review of testimony and deliberation.

Commissioners Present: Jennifer Davis, John Cronin, Janice Huxford, Vicki Oslund, Linda Hoult, Todd Welch and Michael Duerr

Commissioners Absent: John Cronin

PLANNING COMMISSION PUBLIC HEARING

City staff presented the proposed code amendment, summarized the code amendment process and answered the Commission's questions related to the proposal. Testimony from the public included one comment from a representative from Master Builders Association supporting the adoption of SEPA flexible thresholds for minor new construction but requesting that the Commission recommend adoption of the maximum thresholds for single family residential development (30 units) and multifamily residential development (60 units), which is double the thresholds recommended by staff (15 single family and 30 multifamily units). Commissioners considered a motion to recommend adoption of LUA2021-0033 with the maximum thresholds for residential development, but ultimately recommended the thresholds identified in Ordinance 1118.

FINDINGS AND CONCLUSIONS

The Planning Commission hereby adopts staff's findings and conclusions described in the April 21 staff report and concludes that the proposed amendment meets the following requirements:

1. The code amendment is consistent with the adopted Lake Stevens Comprehensive Plan;
2. The code amendment is compliant with the State Environmental Policy Act (SEPA); and
3. The code amendment complies with the Growth Management Act.

PLANNING COMMISSION RECOMMENDATION

Commissioner Duerr made a motion to forward a recommendation to the City Council to approve the adoption of SEPA flexible thresholds for minor new construction, as identified in the April 21 Commission staff report and Ordinance 1118.

Commissioner Davis seconded the motion.

Motion passed 6-0-0 (Cronin absent).

Respectfully Submitted,

Lake Stevens Planning Commission



April 21, 2021

Lake Stevens Planning Commission
1812 Main Street
Lake Stevens, WA 98258

RE: Proposed Increases to SEPA Exemptions

Dear Lake Stevens Planning Commission:

The Master Builders Association of King and Snohomish Counties appreciates the commission's work on the proposed State Environmental Policy Act (SEPA) flexible threshold increases for minor new construction. We commend and support increasing the SEPA exemptions and believe this gives much-needed flexibility as we face our region's housing crisis. The SEPA threshold increases will save time and money for Lake Stevens as well as help to decrease homebuilding costs.

We respectfully ask you, the planning commission, to consider providing even more flexibility by adopting the maximum thresholds the state allows for residential units (30 single-family and 60 multifamily) similar to the nearby cities of Everett, Marysville, Snohomish, as well as Snohomish County.

The Washington Legislature enacted SEPA in 1971. SEPA was adopted to provide a tool to help state and local agencies identify environmental impacts resulting from projects and policy decisions. However, SEPA predates many of the local regulations that are now required (i.e. stormwater, critical areas, wetlands, permitted uses, etc.). Unfortunately, SEPA is often used as a method to simply delay development, which was never the law's intent. Requiring SEPA review is now often an unnecessary and redundant process that is purely administrative. Increasing the thresholds will streamline regulatory processes for minor construction projects while maintaining environmental protection.

As the city looks at actions and ways to approach the housing crisis in our region, we want to provide some statistics showing the depth of need:

- The Puget Sound Regional Council (PSRC) recently released its Draft Regional Housing Needs Assessment analyzing conditions, trends, and gaps in housing choices in our region. According to the report, 810,000 more homes are needed in the central Puget Sound region by 2050 for there to be enough housing options for current residents, newcomers, and future generations.
- Supply continues to be severely constrained: as of January 2021, Snohomish County had only 0.41 months' supply of inventory (down from 1.24 a year ago). The standard for a healthy market is a four-to-six-month level.
- The median single-family home price in Snohomish County rose 17.66%, from \$509,950 to \$599,990. According to the National Association of Home Builders (NAHB)'s, Priced-Out data, for every \$1,000 increase in the price of a home in Washington, 2,524 people are priced out.

Thank you for the opportunity to comment on these important issues. Please let me know if you have any questions.



Sincerely,

A handwritten signature in black ink, appearing to be 'Dylan Sluder', written over a white background.

Dylan Sluder
Snohomish County Manager
Master Builders Association of King and Snohomish Counties

Encl.

cc: Mayor Brett Gailey
Community Development Director Russ Wright
Senior Planner David Levitan



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 11, 2021

Subject: Revised Ordinance 1112 for Southeast Interlocal Annexation (LUA2020-0117)

Contact David Levitan, Planning Manager
Person/Department: _____

Budget None
Impact: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Motion to adopt a revised Ordinance No. 1112 (Attachment 1) 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 July 16, 2021.

Attorney Reviewed

SUMMARY

On March 23, 2021, the City Council approved [Ordinance 1112](#), authorizing the mayor to sign an interlocal agreement (ILA) with Snohomish County and the Lake Stevens Sewer District for the Southeast Interlocal Annexation (LUA2020-0117), which would annex approximately 500 acres of land in the southeast portion of the city's UGA as well as the 1,000-acre lake. This followed a joint public hearing of the Lake Stevens City Council, Snohomish County Council, and Lake Stevens Sewer District Board of Commissioners on March 9, 2021, and public meetings on September 21 and December 9, 2020. The annexation is utilizing the interlocal annexation method established by [SB 5522](#) and codified in [RCW 35A.14.296](#).

Following the City Council's approval of Ordinance 1112, both the Sewer District Board and County Council took actions to approve the ILA. However, given the time that elapsed between the joint public hearing (March 9) and County Council approval (April 28), and the fact that the proposed annexation is still subject to a 45 day review by the Snohomish County Boundary Review Board (BRB), the effective date of the annexation identified in Ordinance 1112 (May 28, 2021) needs to be revised. Staff from the three agencies have agreed upon a revised effective date of July 16, 2021, which was incorporated into the approval of County Ordinance 21-005. City staff has revised Section 2 of Ordinance 1112 (Attachment 1) and Section 3.5 of the ILA (Exhibit A) to reflect a new effective date of July 16, 2021.

PROPOSED ACTION:

Staff is recommending that City Council adopt revised Ordinance 1112 (Attachment 1), authorizing the Mayor to sign the Interlocal Agreement for the Southeast Interlocal Annexation (LUA2020-0117) with a new effective date of July 16, 2021. Once the ILA is signed by all three parties, the annexation will be submitted to the Snohomish County Boundary Review Board.

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: Revised Ordinance 1112

Exhibit A: Southeast Interlocal Annexation Interlocal Agreement

**CITY OF LAKE STEVENS
Lake Stevens, Washington**

REVISED 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, including a copy of the ILA; 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 agreement; 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

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, the 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 allow 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~~ July 16, 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 ~~23rd~~ 11th day of ~~March~~ May 2021.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: ~~March 9~~May 11, 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**

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~~July 16, 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

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:

SNOHOMISH COUNTY
BY:

Brett Gailey
Mayor
Date: _____

Dave Somers
County Executive
Date: _____

ATTEST:

ATTEST:

City Clerk

Clerk of the County Council

Approved as to form only:

Approved as to form only:

Attorney for the City of Lake Stevens

Deputy Prosecuting Attorney for
Snohomish County

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 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;

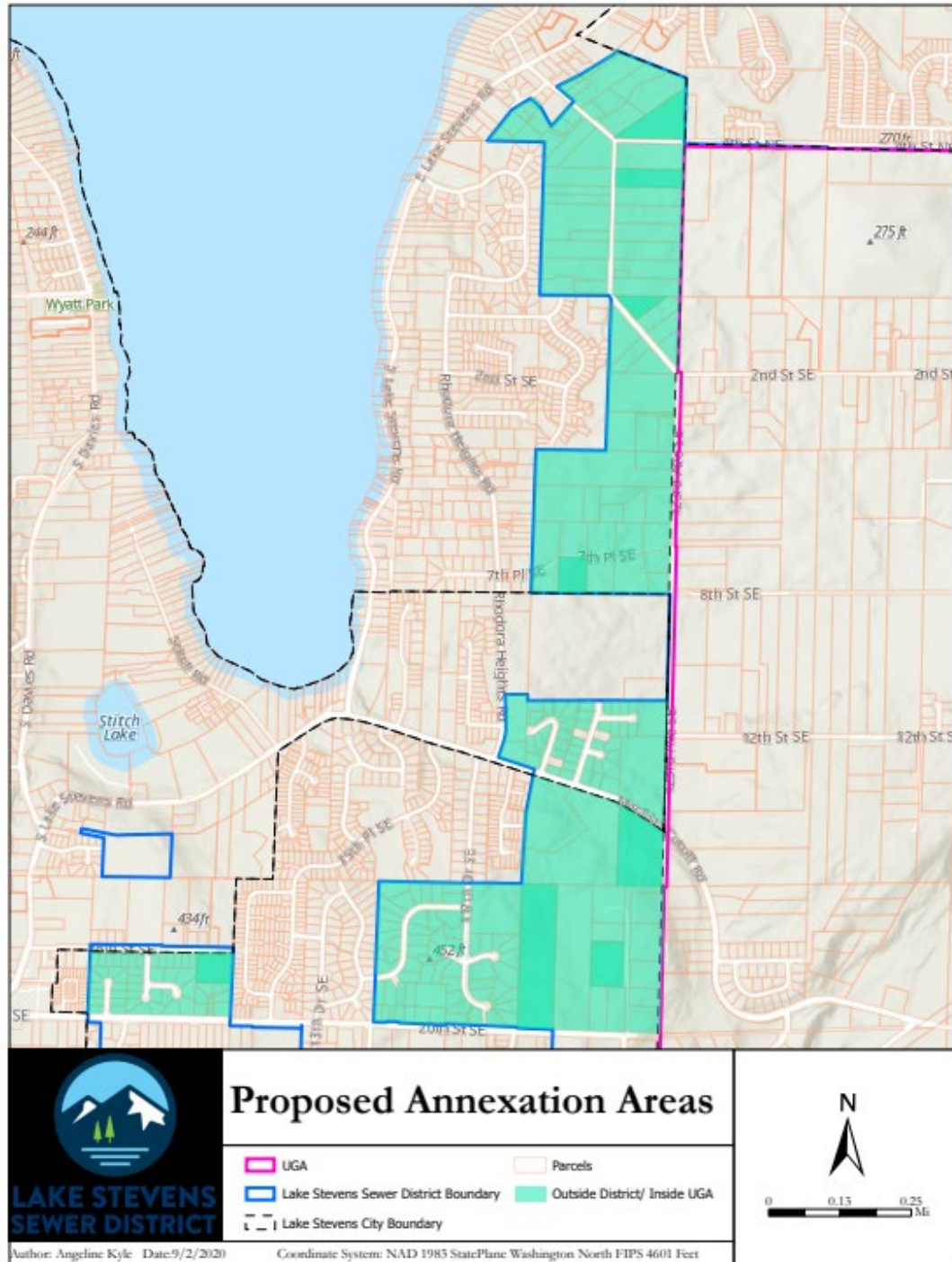
Thence northerly along said East line, 30 feet plus or minus, to the south line of said Section 20 and the True Point of Beginning.



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



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 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



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** May 11, 2021

Subject: 2021-2023 On-Call Tree Removal Services

Contact	Eric Durpos	Budget	Not to Exceed
Person/Department:	Public Works	Impact:	\$200,000

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to renew a contract with Bliven's Tree Services for on-call tree removal services for a contract amount not to exceed \$200,000 through December 31, 2023.

SUMMARY/BACKGROUND: There are thousands of trees under the jurisdiction of the City and throughout each year the City needs tree removal services to address danger trees, blow downs, and damaged trees. The City staff performs some of the tree removals for the smaller trees and those within a contained area where risk to the public and private property is very minimal. In cases where the risk is high, the City uses outsourced services.

The contract is a not to exceed \$200,000 through December 2023. This allows for staff to call on these services as the need arises throughout the defined period resulting in a significant improved service delivery timeframe.

BUDGET IMPACT: Not to exceed \$200,000 through 2023.

ATTACHMENTS:

- Exhibit A: Small Public Works Contract

CITY OF LAKE STEVENS
PUBLIC WORKS MASTER UNIT PRICED
CONTRACT FOR TREE SERVICES

THIS Master On-Call Public Works Contract ("Contract") is made and entered into this _____ day of _____, 2021, by and between the City of Lake Stevens, a municipal corporation ("City") and Bliven's Tree Service, a sole proprietor ("Contractor").

WHEREAS, the City desires on-call tree services; and

WHEREAS, the City solicited a written Bid Proposal for the Contract; and

WHEREAS, the City received and reviewed written Bid Proposals for tree services and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work and in accordance with the terms and conditions of this Contract.

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

1. Scope of Work-the Project.

The Contractor shall perform, carry out and complete on-call tree services as assigned per INDIVIDUAL TASK APPROVAL ORDER FORM (Exhibit A) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. Each Task/Project shall be completed per the completion date on the INDIVIDUAL TASK APPROVAL ORDER FORM.

2. Contract Documents.

In addition to Contractor's attached Bid Proposal, the following documents are incorporated into the Contract by this reference:

- a. _____ Request for Proposal/Bid and Bid Documents
- b. _____ Proposal/Bid Submittal (attached)
- c. _____ Plans and Contract Drawings.
- d. X _____ INDIVIDUAL TASK APPROVAL ORDER FORM
- e. X _____ Prevailing Wage Rates
- f. _____ 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- g. _____ 2010 APWA Supplement General Special Provisions (referenced but not attached).
- h. _____ Addenda (if any).

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

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 22.
- c. The Contractor has obtained a City of Lake Stevens Business License.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.
- e. City has issued INDIVIDUAL TASK APPROVAL ORDER FORM

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the INDIVIDUAL TASK APPROVAL ORDER FORM Projects under the Contract. The total Contract Sum not to exceed \$35,000 for INDIVIDUAL TASK APPROVAL ORDER FORM Projects and not to exceed 200,000 total for all INDIVIDUAL TASK APPROVAL ORDER FORM Projects under this contract. Work shall be in accordance with the bid price in Contractor's Bid Proposal and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

d. Payments. Progress payments shall be based on the timely submittal by the Contractor of a request form or invoice. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to withholding in accordance with subsection (f) below.

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

f. Final Payment. As each INDIVIDUAL TASK APPROVAL ORDER FORM Project is a public works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor on any INDIVIDUAL TASK APPROVAL ORDER FORM Project under this Contract until the Public Works Director has issued a Final Acceptance of INDIVIDUAL TASK APPROVAL ORDER FORM Project and the following has occurred:

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City.
- ii. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect to this Contract have been paid.
- iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, before the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
- iv. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
- v. Statement of Intent to Pay Prevailing Wages. The Contractor shall provide the City with a copy of the Contractor's Intent to Pay Prevailing Wages prior to Payment. Affidavits of payment of Prevailing Wage shall be submitted after completion of each INDIVIDUAL TASK APPROVAL ORDER FORM Project.

g. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

h. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the INDIVIDUAL TASK APPROVAL ORDER FORM Project – Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the INDIVIDUAL TASK APPROVAL ORDER FORM Project exceeds the expense incurred by the City in finishing the work, and all

damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

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

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate 31 December 2023 and upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

b. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

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

contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The City will obtain and cover the City issued permits for INDIVIDUAL TASK APPROVAL ORDER FORM Projects. Other permits that may be required outside of the City's requirements are the responsibility of the Contractor to obtain and the Contractor will apply for, pay for and obtain any and all additional City, county, state and federal permits necessary to commence, construct and complete the INDIVIDUAL TASK APPROVAL ORDER FORM Project. All required permits and associated costs shall be included in the Total sum for the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens Business License prior to commencement of work under this Contract.

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

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

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to

final payment under the INDIVIDUAL TASK APPROVAL ORDER FORM Project of this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the INDIVIDUAL TASK APPROVAL ORDER FORM Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the INDIVIDUAL TASK APPROVAL ORDER FORM Project work. The Contractor shall remedy any defects in its INDIVIDUAL TASK APPROVAL ORDER FORM

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

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

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

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

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

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually

negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

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

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

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days' notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. ____ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk

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

b. Minimum Amounts of Insurance

The Contractor shall maintain the following Insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii. _____ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

c. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

d. Acceptability of Insurers.

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

e. Verification of Coverage.

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

_____ Required. Before any exposure to loss may occur, the Contractor shall file with the

City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

f. Contractor's Insurance for Other Losses.

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

g. Subcontractors.

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

h. Waiver of Subrogation.

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

i. Notice of Cancellation of Insurance.

In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

23. Assignment and Subcontractors.

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

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

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents and INDIVIDUAL TASK APPROVAL ORDER FORM.

d. The Contractor shall, before commencing any work on any INDIVIDUAL TASK APPROVAL ORDER FORM Project, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially

or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date INDIVIDUAL TASK APPROVAL ORDER FORM Project to this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

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

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

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

b. If any provision of this Contract or INDIVIDUAL TASK APPROVAL ORDER FORM Project is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

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

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of

any such Contract, covenant, condition or right.

27. Survival.

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

28. Contract Representatives and Notices.

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

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (physical address)
Post Office Box 257 (mailing address)
Lake Stevens, WA 98258
425-6522-9412

To the Contractor:

Bliven's Tree Service
Attn: Darin J. Bliven
2725 Cedar Road
Lake Stevens, WA 98258-8475
Telephone: 425-501-0632

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of

this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority.

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

34. Counterparts and Signatures.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

BLIVEN’S TREE SERVICE

By: _____
Gene Brazel, City Administrator

By: _____
Darin J. Bliven, a Sole Proprietor

Approved as to Form:

Greg Rubstello, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

Contractor Signature

Exhibit A

INDIVIDUAL TASK ORDER FORM NO. _____
TO CITY OF LAKE STEVENS
MASTER NON-EXCLUSIVE ON-CALL PUBLIC WORKS
CONTRACT FOR TREE SERVICES

This INDIVIDUAL TASK ORDER No. _____ is made and entered into on the ____ day of _____, 2021 between the City of Lake Stevens, hereinafter called the "City" and Blevin's Tree Service, hereinafter called "Contractor"

This agreement is made pursuant to and in compliance with the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____, following a Request for Bid awarded on _____, 20____.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____ following a Request for Bid awarded on _____, 20____; and

WHEREAS, both parties desire to implement a _____ service work project pursuant to the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____,

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

Each and every provision of the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ dated _____, 20____ (Contract), shall remain in full force and effect, and the INDIVIDUAL TASK ORDER IS AS FOLLOWS:

1. The Scope of Services for this INDIVIDUAL TASK ORDER FORM NO. ____ is as follows:

(or as set forth in attached Exhibit 1)

Performance of the services shall be subject to the terms and conditions of the Contract.

2. INDIVIDUAL TASK APPROVAL ORDER FORM No. _____ Project completion date is _____, 20____.

3. Additional specifications and requirements may be attached to this form (see attached Exhibit 2) and are incorporated into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____.

4. Pursuant to Contract Paragraph 5. Payment for Project.

The Contractor agrees to perform the services and provide the material described above for the amount not to exceed \$ _____, unless modified by the City in a signed written subsequent INDIVIDUAL TASK ORDER APPROVAL FORM. In no event shall the INDIVIDUAL TASK ORDER FORM project sum exceed \$35,000.

Work shall be in accordance with the bid price in Contractor's Bid Proposal incorporated by herein by this reference and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

5. The Total Amount payable to the Contractor under the Contract is summarized as follows:

Original City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for Electrician Services dated _____, 2020, Authorized Amount not to exceed per the duration of the Contract: **\$100,000.00**

INDIVIDUAL TASK APPROVAL ORDER FORM No. _____ \$ _____

(List other INDIVIDUAL TASK APPROVAL ORDER FORM No__ as they are implemented.)

Grand Total of INDIVIDUAL TASK APPROVAL ORDER FORMS: \$ _____

Balance Remaining under City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____: \$ _____

IN WITNESS WHEREOF, the parties hereto have executed this INDIVIDUAL TASK APPROVAL ORDER FORM as of the day and year first above written.

CITY OF LAKE STEVENS

BLEVIN'S TREE SERVICE

By: _____
Gene Brazel, City Administrator

By: _____
Darin J. Bliven, Sole Proprietor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

