



The Granite Falls City Council will hold an in-person meeting in the civic center at 6:00 PM on December 20, 2023. Comments in this meeting are encouraged and may be e-mailed to the city clerk in advance of the meeting or given in person.

**SPECIAL CITY COUNCIL MEETING  
DECEMBER 20, 2023  
6:00 PM AGENDA**

1. CALL TO ORDER
2. FLAG SALUTE
3. ROLL CALL
4. CONSENT AGENDA
  - A. AB 134-2023 Approval of December 20, 2023 claims checks #413900 through 413929 and One EFT totaling \$515,193.99
  - B. AB 135-2023 Approval of November 16, 2023 through November 30, 2023 payroll claims checks #27542 through 27545 and Twenty-Three EFT's totaling \$120,912.63
5. STAFF REPORTS
6. PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON ACTION ITEMS  
(Speakers must sign up prior to the meeting. Individual comments will be limited to three minutes. Group comments shall be limited to five minutes.)
7. NEW BUSINESS
  - A. Consideration to approve an Interlocal Agreement with the Snohomish County Conservation District.
  - B. Consideration to approve the Snohomish County Conservation Districts 2024 scope of work.
8. CURRENT BUSINESS
9. MAYOR'S COMMENTS (5 minutes)
10. COUNCIL COMMENTS (15 minutes)
11. CITY MANAGER (5 minutes)
12. EXECUTIVE SESSION per RCW 42.30.110(1)(g) for performance of a public employee (30 minutes) with possible action to follow
13. ADJOURNMENT

The City of Granite Falls strives to provide access and services to all members of the public.

**Notice - All proceedings of this meeting are sound recorded  
Except Executive Sessions.**



## CITY COUNCIL AGENDA BILL

**Subject:**

AB 134-2023 Approval of December 20, 2023 claims checks #413900 through 413929 and One EFT totaling \$515,193.99

**Meeting Date:** Wednesday, December 20, 2023

**Date Submitted:** December 20, 2023

**Originating Department:** City Treasurer

**Action Required:**

Approval of consent agenda

**Clearances:**

Mayor

Police

Public Works

Attorney

**Exhibits:**

Engineering

Planning

Other: City Manager & Deputy City Manager

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**Budgeted Amount:**

001 Current Expense = \$16,292.28

101 Streets = \$4,354.32

303 Cif/Streets = \$345,085.19

401 Water = \$55,434.89

402 Cif/Water = \$185.79

403 Sewer = \$50,872.11

404 Cif/Sewer = \$39,735.08

405 Storm Drainage = \$3,101.83

630 Trust Agency = \$132.50

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**Summary Statement:**

Claims are for December 7, 2023 through December 20, 2023.

**Background:**

**Recommended Motion:**

- 1) Motion to accept the claims as presented. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the claims and approve the [state change] and approve the claims as amended.



## CITY COUNCIL AGENDA BILL

**Subject:**

AB 135-2023 Approval of November 16, 2023 through November 30, 2023 payroll claims checks #27542 through 27545 and Twenty-Three EFT's totaling \$120,912.63

**Meeting Date:** Wednesday, December 20, 2023

**Date Submitted:** November 30, 2023

**Originating Department:** City Treasurer

**Action Required:**

Approval of consent agenda

**Clearances:**

Mayor

Police

Public Works

Attorney

**Exhibits:**

Engineering

Planning

Other: City Manager & Deputy City Manager

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**Budgeted Amount:**

001 Current Expense = \$52,371.64

101 Streets = \$9,279.18

401 Water = \$19,481.26

403 Sewer = \$34,951.06

405 Storm Drainage = \$4,829.49

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**Summary Statement:**

Payroll claims are for November 16, 2023 through November 30, 2023.

**Background:**

**Recommended Motion:**

1) Motion to accept the payroll claims as presented. This can be accomplished as part of the motion to approve the consent agenda.

2) Motion to amend the payroll [state change] and approve the payroll as amended.



## CITY COUNCIL AGENDA BILL

**Subject:**

Staff Reports

**Meeting Date:** Wednesday, December 20, 2023

**Date Submitted:** December 15, 2023

**Originating Department:** City Clerk

**Action Required:**

N/A

**Clearances:**

Mayor

Police

Public Works

Attorney

**Exhibits:**

[12/20/2023 City Clerk Report](#)

Engineering

Planning

Other: \_\_\_\_\_

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**Budgeted Amount:**

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**Summary Statement:**

Attached, please find the city clerk's staff report for your review and comment.

**Background:**

**Recommended Motion:**

## City Clerk Staff Report December 20, 2023

### Business Licenses (inside City):

*Sober Tech LLC*  
10311 Suncrest Blvd. Lowr  
Granite Falls, WA 98252  
Mobil installation of breathalyzer

*PNW Clinical Research Consultants LLC*  
408 Paradise Lane  
Granite Falls, WA 98252  
Consulting services to medical facilities that conduct clinical research. Manages clinical trials

*Granite Falls Market & Gas (H&H Granite Falls LLC)*  
805 W. Stanley St.  
Granite Falls, WA 98252  
Convenience store, lottery retailer, restaurant, vapor product retailer, cigarette retailer

### Business Licenses (outside City):

*SAK Builders, Inc.*  
1125-57<sup>th</sup> St. SE, Ste. D  
Sumner, WA 98390  
Commercial construction-General contracting

*Skagit Landscaping LLC*  
26795 Hoehn Rd.  
Sedro Woolley, WA 98284  
Landscaping & remodeling

*MAGNA Services*  
38250139<sup>th</sup> Ave. SE  
Bellevue, WA 98006  
General construction, dewatering, drilling

*PODS Enterprises, Inc.*  
405 Riverside Rd.  
Everett, WA 98201  
Rental of portable storage units/containers

### Building Permits Issued:

*City of Granite Falls*  
501 W. Wallace St.  
New Administration Building for Wastewater Treatment Plant

*Building Permit #2023-059-A*

-OVER-

*City of Granite Falls*

501 W. Wallace St.

New Blower & Electrical Building for Wastewater Treatment Plant

*Building Permit #2023-059-B*

*City of Granite Falls*

501 W. Wallace St.

New Dewatering (9Solids) Building for Wastewater Treatment Plant

*Building Permit #2023-059-C*

*Joshua Engsborg*

409 Saratoga St.

Residential New Gas Forced Air Furnace

*Building Permit #2023-084*



Agenda Bill # \_\_\_\_\_

## CITY COUNCIL AGENDA BILL

**Subject:**  
CD Staff Report

**Meeting Date:** Wednesday, December 20, 2023  
**Date Submitted:**

**Originating Department:** Planning

**Action Required:**

**Clearances:**

Mayor

Police

Public Works

Attorney

**Exhibits:**  
[CD Staff Report](#)

Engineering

Planning

Other: \_\_\_\_\_

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**Budgeted Amount:**  
\$0

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**Summary Statement:**

Regular CD staff report updating recent Planning activity.

**Background:**

**Recommended Motion:**



# Memo

To: City Council  
From: Eric Jensen, Community Development Director  
CC: City Manager Brent Kirk  
Date: December 18, 2023  
Re: **Community Development Report to City Council**

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Here is a summary of some recent update and activity in Community Development:

- Work continues on preparing the draft Comp Plan chapters. I will be working with the Planning Commission at their meeting in January to lay out the review schedule of Plan portions during their meetings for the next few months. I anticipate a open community public meeting in the late winter.
- My thanks go out to the Council for your useful input at last week's joint workshop with the Planning Commission. I am glad you reached consensus on a meaningful approach with the future land use actions for the Galena Street corridor.
- Works proceeds on the Department of Natural Resources Community Trees grant application which is due to the State in mid-January.
- Just a reminder that the proposed GFMC Title 19 code cleanup amendment will be coming to you at a Council meeting in January for public hearing and review.
- I have completed initial review and processing for complete application for the Miller Properties Comp Plan Amendment and Zoning Map Amendment. It is now currently out for internal staff review before I send it back to the applicant for necessary revisions. Once completed, I will issue the SEPA Environmental determination.



Agenda Bill # \_\_\_\_\_

## CITY COUNCIL AGENDA BILL

**Subject:**

Consideration to approve an Interlocal Agreement with the Snohomish County Conservation District.

**Meeting Date:** Wednesday, December 20, 2023

**Date Submitted:** Monday, December 18, 2023

**Originating Department:** Public Works

**Action Required:**

Motion to approve.

**Clearances:**

Mayor  Police

Public Works  Attorney

**Exhibits:**

[SCD ILA](#)

Engineering  Planning

Other: City Manager

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**Budgeted Amount:**

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**Summary Statement:**

This ILA will allow for continuing public outreach related to stormwater pollution prevention.

**Background:**

**Recommended Motion:**

Motion to approve the Interlocal Agreement between the City of Granite Falls and the Snohomish County Conservation District and authorize the City Manager to sign.

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF GRANITE FALLS  
AND  
SNOHOMISH CONSERVATION DISTRICT  
FOR JOINT OR COOPERATIVE SERVICES**

January 1, 2024 through December 31, 2028

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This Interlocal Agreement (hereinafter "Agreement") is entered into by and between the City of Granite Falls (hereinafter "City"), a political subdivision of the State of Washington, and the Snohomish Conservation District (hereinafter "District"), a Washington Special Purpose District established pursuant to Chapter 89.08 RCW.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to undertake a variety of activities relating to the conservation, management, and sustainability of natural resources; and

WHEREAS, the District and City are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the District's boundaries include all of the City; and

WHEREAS, for over 80 years the District has assisted landowners and local governments as they face resource management challenges relating to water quality and other natural resource issues; and

WHEREAS, the District has outlined long term goals and objectives in its 5-Year Plan; and

WHEREAS, the City shares responsibility for conserving and managing the City's natural resources; and

WHEREAS, the District and City support and concur in the need to continually refine and coordinate their long and short term goals, objectives, and programs for managing and conserving the City's natural resources; and

WHEREAS, the revenue from rates and charges imposed by Snohomish County (County) pursuant to RCW 89.08.405 will allow the District to work in partnership with the City to obtain grant funding and support the County and the City in addressing requirements of the National Pollutant Discharge Elimination System (NPDES), Endangered Species Act (ESA) listing of salmon species, and other natural resource protection requirements and needs;

NOW, THEREFORE, the District and City mutually agree as follows:

#### I. PURPOSE

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake certain conservation programs and activities.
- C. This Agreement shall be implemented through an annual scope of work as provided in Articles IV and V.

#### II. DURATION OF AGREEMENT

- A. This Agreement shall commence on January 1, 2024 and terminate December 31, 2028, unless otherwise modified or terminated in accordance with the terms of this Agreement.
- B. The activities described in Appendix 1-2024 that are performed after the execution date of this agreement, shall be eligible for funding under this Agreement.
- C. This Agreement may be terminated by either party by providing sixty (60) days' written notice to the other party.

#### III. FUNDING

Funds for the resource management and conservation programs provided for in this Agreement shall be defined within the annual Scope of Work and Budget negotiated between the City and the District.

#### IV. RESPONSIBILITIES OF THE DISTRICT

##### A. Scope of Work

This Agreement shall be implemented through a scope of work. The City and District shall negotiate a scope of work and budget for each year of this Agreement. The scope of work and budget will coordinate and describe the conservation programs and activities to be undertaken using funds from the City and District. The first scope of work and budget is set out in Appendix 1-2024, attached hereto and incorporated herein by this reference, which shall take effect on January 1, 2024. Subsequent annual scope of work and budget will be attached to this Agreement labeled as the subsequent years, for example Appendix 1-2025.

##### B. Future Scope of Work

On or before December 1 of each year, the District will submit to the City, through the Public Works Director, a proposed annual scope of work and budget that describes the District's conservation programs and activities proposed to be undertaken by the District with funds obtained from the City in the succeeding year. The scope of work will be coordinated with City conservation programs and activities. The District shall actively involve constituents and partners in the development of proposed scope of work.

##### C. Program Reporting

With each quarterly invoice, the District shall prepare and submit to the City, through the Public Works Director, a quarterly report which shall summarize the work performed and expenditures incurred during the preceding months for funding provided by the City and evaluate the performance and results of the work performed. The reports shall also include, but not be limited to, the following:

1. A description of work performed during the period and progress made to date.
2. A description of any adverse conditions that affected the program objectives and/or time schedules, and actions taken to resolve them.

## V. RESPONSIBILITIES OF THE CITY

### A. Cooperation with the District

The City shall assist the District in a timely manner in the preparation, review, modification, and implementation of the scope of work, including accommodation of sensitive District timelines and assistance in identifying and making plan modifications that are reasonably consistent with the mission and goals of the District.

### B. Payment of Billing Requests

The City shall provide payment within 30 days of an approved billing request submitted by the District for work activities and expenditures identified in the scope of work and budget.

## VI. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the City and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

## VII. MAINTENANCE OF RECORDS

The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures associated with this Agreement. The accounting records shall provide for a separate recording and reporting of all receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of City or the State Auditor upon request.

## VIII. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

### A. Changes in Approved Projects or Program Activities

The City, through the Public Works Director, must approve the removal, modification, or addition of work identified in the annual scope of work.

### B. Delays

Spending for some projects or program activities may be delayed because of extended timeframes for obtaining supporting grant funds, holdups in the permit review/approval processes, or other unforeseen circumstances. Variations in the scope of work or budget for these reasons shall be documented between the District and the City.

## IX. PROPERTY

Title to property purchased by the District in carrying out the scope of work shall vest in the District.

## X. GENERAL PROVISIONS

### A. Notice

Except as set forth elsewhere in this Agreement, notice for purposes of this Agreement, except service of process, shall be given by the District to the City by delivery to the Public Works Director, 206 S. Granite Ave, Granite Falls, WA 98252. Notice to the District for purposes of this Agreement, except service of process, shall be given to the District Executive Director, 528 91<sup>st</sup> Ave. NE. Lake Stevens, WA 98258.

### B. Compliance with Laws

The District and the City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement. The District and the City agree to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such acts.

INTERLOCAL AGREEMENT BETWEEN  
CITY OF GRANITE FALLS, WASHINGTON,  
AND SNOHOMISH CONSERVATION DISTRICT

January 1, 2024 - December 31, 2028

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### C. Indemnification

The District and the City agree to protect, defend and hold harmless each other, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the other party, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the other party.

### D. Non-assignment

The District shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written approval by the City.

### E. Independent Contractor

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the City. The District specifically has the right to direct and control the District's own activities in implementing the scope of work in accordance with the terms of this Agreement. The City shall only have the right to ensure performance.

### F. Interlocal Cooperation Act

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

## XI. MISCELLANEOUS

A. No obligation in this Agreement shall limit the District or the City in fulfilling its responsibilities otherwise defined by law.

INTERLOCAL AGREEMENT BETWEEN  
CITY OF GRANITE FALLS, WASHINGTON,  
AND SNOHOMISH CONSERVATION DISTRICT

January 1, 2024 - December 31, 2028

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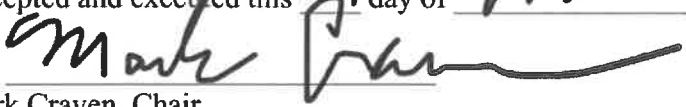


B. The City shall cause this Agreement to be recorded with the Snohomish County Auditor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

SNOHOMISH CONSERVATION DISTRICT

Accepted and executed this 31 day of Nov, 2023

By:   
Mark Craven, Chair  
Snohomish Conservation District

CITY OF GRANITE FALLS

Accepted and executed this \_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Legal Representative  
City of Granite Falls



Agenda Bill # \_\_\_\_\_

## CITY COUNCIL AGENDA BILL

**Subject:**

Consideration to approve the Snohomish County Conservation Districts 2024 scope of work.

**Meeting Date:** Wednesday, December 20, 2023

**Date Submitted:** Monday, December 18, 2023

**Originating Department:** Public Works

**Action Required:**

Motion to approve

**Clearances:**

Mayor

Police

Public Works

Attorney

**Exhibits:**

[SCD 2024 SOW](#)

Engineering

Planning

Other: City Manager

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**Budgeted Amount:**

(405 fund) 531.00.41.04 \$18,000

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**Summary Statement:**

Outlined in the scope of work slated for 2024, educational assistance will include outreach to the public administered during events such as the farmers market and railroad days and will include educational information related to urban gardening to help minimize stormwater runoff by promoting lawns to lettuce and other green alternatives. Additionally, green stormwater outreach and education will be conducted to track ongoing behavioral changes. This effort fulfills the education and outreach portion of the City's National Pollution Discharge Elimination System (NPDES) stormwater permit. Finally, youth education is conducted in elementary, middle, and high school to promote stormwater generational changes through education and hands-on lessons.

**Background:**

The City originally partnered with the Conservation District in 2015 to aid in educational outreach directed toward positive stormwater environmental changes. Throughout the years the District has adapted outreach efforts tailored to permit compliance directly related to the City's NPDES permit administered by the Washington State Department of Ecology.

**Recommended Motion:**

Motion to approve the 2024 scope of work outlined by the Snohomish County Conservation District in an amount not to exceed \$11,600.00



**Appendix 1-2024  
City of Granite Falls Scope of Work**

| Task  |   | City of Granite Falls Cost |
|---|---|----------------------------|
| <b>Administration</b>   | Includes meetings with the city, grant reporting, billing, and project management.  | \$1,200                    |
| <b>Technical Assistance and Implementation</b>                        | SCD will provide technical assistance (TA) about green stormwater infrastructure and/or urban agriculture for residents to manage stormwater and improve water quality. May include site visits, engineering design plans, planting gardens, and/or a detention pond tour.  | \$4,200                    |
| <b>Outreach</b>   | SCD will engage the Granite Falls community with an educational table at up to four events throughout the year, including farmers markets and/or Railroad Days.   | \$4,200                    |
| <b>Youth Education</b>  | SCD will facilitate stormwater focused youth activities including in-person, virtual, and asynchronous lessons, Envirothon support; field trips and outdoor education; conservation art contests; service-learning projects; science kits; educational activities at community events. Pricing structure for youth education programming can be found in Table A. A list of current programs can be found in Table B. | \$2,000                    |
| <i>25% overhead is calculated within the staff time of each task.</i> |   |                            |
| <b>Total</b>  |   | <b>\$11,600</b>            |

**Table A  
Youth Education Cost Structure**

| <b>Method</b>   | <b>Cost per unit</b>   |
|---|--|
| <b>In-person lessons</b> = 4.5 hours of labor (.5 hrs for marketing, 1 hr for instruction; 2 hrs for travel, set up, and clean up; 1 hr to prep) @ \$50/hr + mileage + supplies (\$25)  | <b>Actual cost: \$250</b><br><b>Amount billed: \$200</b>                   |
| <b>Remote lessons</b> = 2 hours of labor (.5 hrs for marketing; .5 hrs for instruction; 1 hr for prep) @ \$50/hr + supplies (\$25)  | <b>Actual cost: \$125</b><br><b>Amount billed: \$100</b>                   |
| <b>Asynchronous lessons</b> = 3 hours of labor (.5 hrs for marketing; 1 hr to prep materials; 1.5 hrs to deliver materials to teacher) @ \$50/hr + mileage + supplies (\$25)  | <b>Actual cost: \$175</b><br><b>Amount billed: \$150</b>                   |
| <b>Field trips</b> = 7 hours of labor (.5 hrs for marketing; 1.5 hrs for instruction; 2 hrs for travel, set up, and clean up; 3 hrs to scope site and tailor curriculum to location) @ \$50/hr + mileage + supplies (\$25)                                | <b>Actual cost: \$375</b><br><b>Amount billed: \$300</b>                   |
| <b>Environmental Stewardship Event</b> = 7 hours of labor (.5 hrs for marketing; 2 hr for instruction; 2 hours for travel, set up, and clean up; 3 hrs to scope site and prep) @ \$50/hr + mileage + supplies (\$25)                                      | <b>Actual cost: \$425</b><br><b>Amount billed: \$375</b>                   |
| <b>Environmental Education Tabling</b> = 5.5 to 8.5 hours of labor (.5 hours for marketing; 2-5 hours for implementation; 2 hours for travel, set up, and clean up; 1 hour to prep) @ \$50/hr + mileage + supplies (\$25)                                 | <b>Actual Cost: \$300 to \$450</b><br><b>Amount billed: \$250 to \$400</b> |
| <b>Youth Art Contest</b> = 5 hours of labor (2 hrs to market the competition in your city; 2 hrs to collect and review submissions; 1 hr to notify applicants) @ \$50/hr  | <b>\$250</b>   |
| <b>Washington State Envirothon team support</b> = 10 hours of labor (2 hrs to promote Envirothon in your city; 4 hrs of instruction for a team in your city; 2 hrs to prep; 2 hrs for travel, set up, and clean up) @ \$50/hr + mileage + supplies (\$25) | <b>Actual cost: \$525</b><br><b>Amount billed: \$400</b>                   |

These figures are an estimate of the costs of Snohomish Conservation District's youth education offerings. Actual costs and amounts billed may vary depending on the activities our Youth Education Team implements in your city. Snohomish Conservation District chooses not to pass on the full cost of our educational offerings to reduce the financial burden on our partner cities and ensure as many students as possible participate in our programming.

**Table B Youth Education Programming**  
(new/other programming may also be implemented)

| <b>Activity</b>           | <b>Grades</b> |
|---------------------------|---------------|
| Fish Grow On Trees lesson | Elementary    |

|   |             |
|---|-------------|
| MacroMayhem! lesson   | Elementary  |
| Salmon of Puget Sound lesson                                    | Elementary  |
| 4 Raindrops lesson  | Elementary  |
| Water Quality Monitoring with Chemical Test Kits lesson         | Middle      |
| Water Quality Monitoring with Benthic Macroinvertebrates lesson | Middle      |
| Washington State Envirothon team support                        | High School |
| Youth Art Contest support                                       | All grades  |
| Environmental stewardship event                                 | All ages    |
| Stormwater education tabling                                    | All ages    |