



**CITY COUNCIL MEETING
AGENDA**

**April 3, 2024
7:00 PM
Civic Center**

The Granite Falls City Council will hold it's meeting in person. Comments in this meeting are encouraged and may be e-mailed to the city clerk in advance on the meeting or given in person.

	Pages
1. CALL TO ORDER	
2. FLAG SALUTE	
3. ROLL CALL	
4. CONSENT AGENDA	
4.a AB 035-2024 Approval of March 20, 2024 Minutes	3
4.b AB 036-2024 Approval of claims checks #414175 through 414212 totaling \$47,340.32	9
4.c AB 037-2024 Approval of March 1, 2024 through March 15, 2024 payroll claims consisting of Nineteen EFT's totaling \$80,005.06	10
5. STAFF REPORTS	
5.a 04/03/2024 City Clerk Report	11
5.b 04/03/2024 Community Planning Development Report	12
5.c 04/03/2024 Deputy City Manager/Passport Office Reports	
5.d 04/03/2024 Public Works Department Report	
5.e 04/03/2024 Police Chief Report	13
6. PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON-ACTION ITEMS (The public is encouraged to submit written comments prior to the meeting by emailing them directly to the city clerk at: darla.reese@ci.granite-falls.wa.us ; and should be submitted no later than 5PM. Public comment speakers can sign up prior to the meeting, or wait for the public comment section of the meeting to be open by the presiding officer. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes).	
7. NEW BUSINESS	
7.a AB 038-2024 Consideration of Purchase of Communication Board	14
7.b AB 039-2024 Consideration of Approval of Scope and Fee Proposal from	16

Gray and Osborne Inc for the 2024 Alpine St. Overlay Project

7.c	AB 040-2024 Consideration of Approval of Interlocal Agreement with Snohomish County for Affordable Housing and Behavioral Health Fund	25
7.d	AB 041-2024 Consideration of Approval of Resolution 2024-003 - American Legion Cemetery Annexation Petition	42

8. CURRENT BUSINESS

9. MAYOR'S COMMENTS (5 minutes)

10. COUNCIL COMMENTS (15 minutes)

11. CITY MANAGER (5 minutes)

12. ADJOURNMENT

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



CITY COUNCIL AGENDA BILL

Subject: AB 035-2024 Approval of
March 20, 2024 Minutes

Meeting Date: April 3, 2024

Date Submitted: March 20, 2024

Originating Department: City Clerk

Action Recommended:

Approval of consent agenda

Clearances:

☐ City Manager

☐ Police

☐ Public Works

☐ Attorney

Exhibits:

Budgeted Amount:

☐ Engineering

☐ Planning

☒ Other: City Clerk

Summary Statement:

The city council are the official action taken and direction given at the meetings of the city council. Any councilmember may remove item(s) from the consent agenda for discussion and the item(s) would be voted on separately from the other consent agenda items.

Background:

N/A

Recommended Motion:

- 1) Motion to approve the minutes as shown. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] minutes and approve the minutes as amended.



CITY COUNCIL MEETING MINUTES

March 20, 2024
7:00 PM
Civic Center

City Council	Councilmember Hartman, Councilmember Glenn, Councilmember Griggs, Councilmember FitzGerald, Councilmember Straughn
City Staff	City Manager Brent Kirk, Community Development Director Eric Jensen
Consultants	Consultant City Attorney Thom Graafstra, Consultant Police Chief Tom Dalton

1. CALL TO ORDER (Via In Person & Online Via Zoom)

Mayor Hartman called the City Council Meeting to order at 7:00pm.

2. FLAG SALUTE

Mayor Hartman led Council, Staff and Audience in the Pledge of Allegiance to the flag.

3. ROLL CALL

See Above.

4. CONSENT AGENDA

Motion to approve consent agenda.

Moved by: Councilmember Glenn

Seconded by: Councilmember Griggs

Carried

4.a AB 031-2024 Approval of March 6, 2024 Minutes

**4.b AB 032-2024 Approval of claims checks #414128 through 414174
totaling \$165,969.25**

- 4.c AB 033-2024 Approval of February 16, 2024 through February 29, 2024 payroll claims checks #27555 through 27558 and Twenty-Three EFT's totaling \$119,983.50**

5. STAFF REPORTS

5.a 03/20/2024 City Clerk Report

City Clerk Reese was absent but staff report was included in the packet.

5.b 03/20/2024 Community Planning Development Report

Community Development Director Jensen updated the council on the following items:

- Planning Commission working on the comprehensive plan update
- City received a notice of annexation petition from the Legion Hall regarding the cemetery property

5.c 03/20/2024 Deputy City Manager/Passport Office Reports

Passport Manager Mohanna Goravanchi updated the council on the following items:

- Office has serviced 15,326 applications as of yesterday
- Gross margin is \$58,000
- Year-to-Date Revenue is \$122,000
- We are -18.7% compared to last year
- Averaging over 21 applications per day

5.d 03/20/2024 Public Works Report

City Manager Kirk commented on the following public works items:

- Wastewater Treatment Plant project update
- Public works department have been mowing lawns, & cleaning street signs
- 805 Stanley St. project update
- Galena St. Extension project update
- DEM meeting (flooding, earthquakes)
- Stanley Street Sidewalk project
- Gun Club Rd property
- Fire District project update

5.e 03/20/2024 Police Chief Report

Police Chief Dalton reported on the following items:

- Calls for service updates

6. PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON-ACTION ITEMS

Don James

Mr. James mentioned the requirement of placing power underground on a project he is currently working on.

7. NEW BUSINESS

7.a AB 034-2024 Public Hearing - 7:10 PM, or soon thereafter

Motion to open the public hearing

Moved: Councilmember Griggs

Seconded: Councilmember Glenn

Result: Carried

City Manager Kirk submitted the following Exhibits into the record:

Exhibit 1 - Public Hearing Notice dated March 20, 2024

Exhibit 2 - Verification of Public Hearing Notice dated March 8, 2024

Exhibit 3 - Ordinance No. 1050-2024 - Sewer Moratorium

City Manager Kirk reviewed the following proposed changes to the Ordinance:

- This is an extension of the 6-month at a time, sewer moratorium
- Some narratives and whereas in the ordinance have been changed from the last one
 - Sewer plant is currently under construction
 - Money is now in place
 - Housekeeping of continuing the moratorium for the next 12-18 months (until plant construction is completed)
- Reviewed current exemptions

Mayor Hartman opened the public testimony portion of the public hearing.

No one from the audience signed up, and no records received via email or mail by the City Clerk.

Mayor Hartman closed the public testimony portion of the public hearing.

Council deliberations & discussions with staff -

- City Manager Kirk and Deputy City Manager Balentine complete different scenarios that the moratorium can be lifted from (trigger point/milestones) explain pros and cons to council
- Establish point to the public so developers can prepare their packets for submittal
- 28 Notice of Completion requirement (consider) when we open up towards accepting the permits

Motion to close the public hearing

Moved: Councilmember Griggs

Seconded: Councilmember Straughn

Result: Carried

Motion to adopt Ordinance No. 1050-2024 and authorize the Mayor to sign.

Moved: Councilmember Griggs

Seconded: Councilmember FitzGerald

Result: Carried

8. CURRENT BUSINESS

There were no Current Business items on the agenda

9. MAYOR'S COMMENTS (5 minutes)

Mayor Hartman had the following comments:

- There is a chamber mixer tomorrow night at 6PM at the Stoa
- Issue with the Prosecuting Attorney's office wanting to reduce caseloads (story in paper)

10. COUNCIL COMMENTS (15 minutes)

Councilmember FitzGerald had no comments.

Councilmember Glenn commented on the changing weather, and he saw the DOC crew out working.

Councilmember Griggs stated he thought the meeting tonight was the shortest he has seen yet.

Councilmember Straughn stated the flashing lights in front of the alternative school are on standard time.

11. CITY MANAGER (5 minutes)

City Manager Kirk had the following comments:

- Economic Alliance of Snohomish County - State of City for Everett is tomorrow night (he will be attending)
- AWC Conference is in June (week of June 19th in Vancouver)

12. ADJOURNMENT

City Clerk Darla Reese, MMC

Mayor Matthew Hartman



CITY COUNCIL AGENDA BILL

Subject: AB 036-2024 Approval of
April 3, 2024 claims checks #414175
through 414212 totaling \$47,340.32

Meeting Date: April 3, 2024

Date Submitted: April 3, 2024

Originating Department: Deputy City Manager

Action Recommended:

Approval of consent agenda

Exhibits:

Budgeted Amount:

001 Current Expense = \$20,792.90
101 Streets = \$5,244.41
303 Cif/Streets = \$3,814.90
401 Water = \$3,776.65
402 Cif/Water = \$3.45
403 Sewer = \$11,592.35
405 Storm Drainage = \$1,282.64
630 Trust Agency = \$833.02

Clearances:

☒ City Manager

☐ Police

☐ Public Works

☐ Attorney

☐ Engineering

☐ Planning

☒ **Other:** Deputy City Manager

Summary Statement:

Claims are for March 21, 2024 through April 3, 2024.

Background:

N/A

Recommended Motion:

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



CITY COUNCIL AGENDA BILL

Subject: AB 037-2024 Approval of
March 1, 2024 through March 15, 2024
payroll claims checks consisting of
Nineteen EFT's totaling \$80,005.06

Meeting Date: April 3, 2024

Date Submitted: March 15, 2024

Originating Department: Deputy City Manager

Action Recommended:

Approval of consent agenda

Exhibits:

Budgeted Amount:

001 Current Expense = \$30,842.27
101 Streets = \$5,971.69
401 Water = \$15,046.59
403 Sewer = \$24,526.85
405 Storm Drainage = \$3,617.66

Clearances:

☐ City Manager

☐ Police

☐ Public Works

☐ Attorney

☐ Engineering

☐ Planning

☐ Other: _____

Summary Statement:

Payroll claims are for March 1, 2024 through March 15, 2024.

Background:

N/A

Recommended Motion:

- 1) Motion to approve the payroll claims as shown. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] payroll claims and approve the minutes as amended.

City Clerk Staff Report April 3, 2024

Business Licenses (inside City):

Divine Creations (Jirak, Darci Laine)
805 E. Stanley St.
Granite Falls, WA 98252
Handmade bath salts

Caremman Professionals LLC
9613 Hawkins Ave
Granite Falls, WA 98252
Teaching work skills

Business Licenses (outside City):

Select Automotive Center (Lake Stevens Automotive LLC)
9015 Vernon Rd., Ste. 8
Lake Stevens, WA 98258
Auto parts sales and repair services

Heath Northwest (JJ & D Signs Inc)
12830 Interurban Ave. S.
Tukwila, WA 98168
Service and installation of signs

Greenworks Electric LLC
112 N 168th St.
Shoreline, WA 98133
Electrical contractor

Cascade Fence, Inc.
1209 Ferguson Park Rd.
Snohomish, WA 98290
Fence construction

Building Permits Issued:

Cathy Luedert
308 S. Kentucky Ave.
New 484 SF Residential Garage

Building Permit #2024-016

Memo

To: City Council
From: Eric Jensen, Community Development Director
CC: City Manager Brent Kirk
Date: March 28, 2024
Re: **Community Development Report to City Council**

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

- A few permits and other planning-related applications were recently reviewed including site plan review, reasonable use exceptions for residential construction near a wetland, business licenses (for Planning review purposes), accessory structures and a home occupation proposal for a dog obedience school.
- Planning review approval was given for the new proposed Fire Station on Gun Club Road. This review also included approval for an alternative landscape plan
- Work continues on preparing draft chapter updates for all Comp Plan elements. I will be working with the Planning Commission on review of the draft Transportation Element at their next meeting in April.
- Final review of all of the Comp Plan's Housing Element chapter material will occur at the April Planning Commission meeting. Work continues on preparing for a community engagement approach addressing the mandatory Racially Disparate Impact Assessment evaluation (in support of the Housing Element).
- The proponents of the Miller Properties Comprehensive Plan Amendment and Zoning Map Amendment proposal have recently resubmitted their revised application material. The next step is to place the proposal through environmental review and schedule a Public Hearing before the Planning Commission at their May meeting.
- City staff met with, and approved, a Snohomish Conservation District tree planting mitigation project for new trees to be planted at Jim Hom Park and within the curb bulbs on E. Union Street. The planting will occur on April 8th.



**City of Granite Falls
In Partnership with
Snohomish County Sheriff's Office**



Sheriff Susanna Johnson

City Manager Brent Kirk

Mayor, Councilmembers, and Staff,

03-29-2024

Deputies have been busy this month by answering 416 calls for service (CFS). 221 have been initiated by direct 911 calls.

Of these calls, they answered:

26 Public Assists	12 Trespass	5 Collisions	76 Traffic related calls,
Deputies issued 13 citations	1 DUI	1 Theft of a Motor Vehicle	2 Recoveries of stolen vehicle
7 Behavioral Health Contacts	5 Welfare checks		

Year to date (January 2024), we have responded to 124 School related CFS. Of those, 70 were either security checks, traffic complains, school checks and alarm calls. With that said, 62 CFS were directly related to some sort of response by a Deputy.

Deputies are working well with the North Precinct Supervisors while I have been on sick leave. This week, Deputy Nunemaker responded to a felony harassment call where one of our citizens on Kentucky Avenue was seeking assistance with a child in a manic episode. With this response, probable cause was established to make an arrest on the subject who was in this mental health crisis.

With the help of the violent offender task force, the subject was stopped, Deputy Nunemaker was able to obtain a confession. Their vehicle was taken for a search warrant to recover the handgun the subject admitted having in their possession, illegally. The teamwork Deputy Nunemaker showed, by working with other entities to stop this subject before they may have done something irrational, due to the mental health crisis they were in, makes me very proud.

With this, I want to thank the all the city staff and councilmembers for their support by making our Deputies duty assignment, of the regional contract, so supportive that they all work hard for our community.

Respectfully submitted,

Tom Dalton #1508

Chief Tom Dalton



CITY COUNCIL AGENDA BILL

Subject: AB 038-2024 Consideration of Approval to Purchase Communication Board for Jim Holm Park

Meeting Date: April 3, 2024

Date Submitted: March 6, 2024

Originating Department: Planning

Action Recommended:

Approval to purchase a communication board to be placed in Jim Holm Park

Clearances:

☒ City Manager

☐ Police

☐ Public Works

☐ Attorney

☐ Engineering

☐ Planning

Exhibits:

Vinyl Communication Board Information

Budgeted Amount:

Summary Statement:

This item was brought to the council's attention at the meeting of March 6, 2024 by Allison Jones under public comments. The city clerk was directed by Mayor Hartman to place this item on the council agenda for further discussion and possible purchase of a vinyl sign for the Jim Holm Park.

Background:

N/A

Recommended Motion:

- 1) Motion to approve purchase in the amount of \$_____ for a vinyl sign to be placed in the Jim Holm Park.

Vinyl Communication Boards

for parks, playgrounds, schools & more

To request a quote by email, please complete the form on this page.

Small: \$59.00

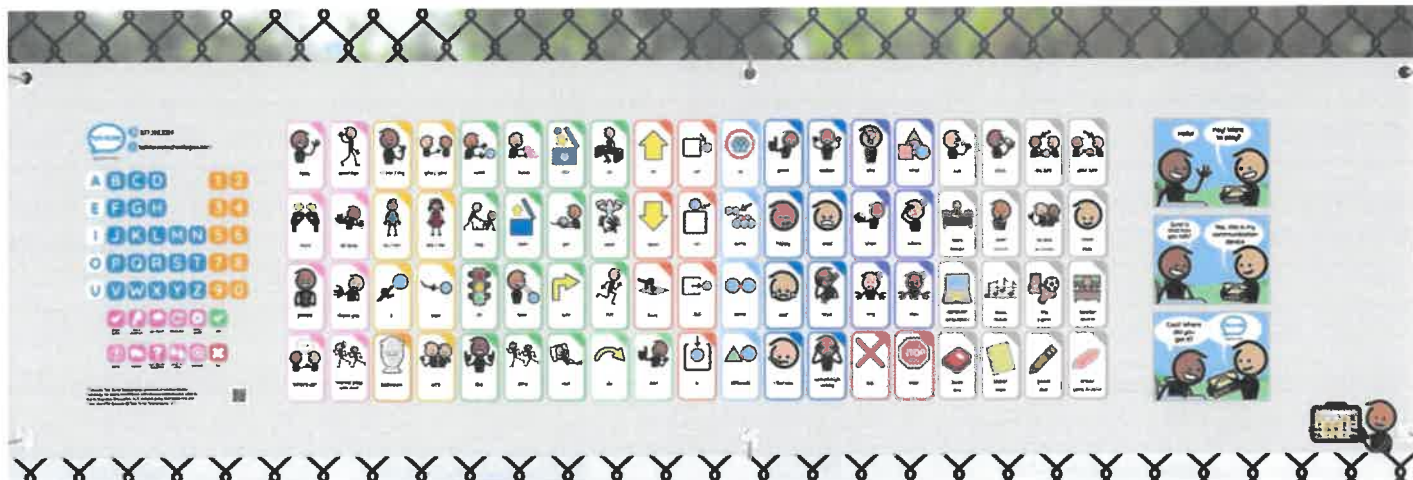
Medium: \$99.00

Large: \$129.00

X-Large: \$199.00

[Customize your board](#) by changing up to any 10 images, and/or add your own logo or a logo of your sponsor. Have custom playground equipment? Simply snap a photo of your equipment and send it along. Our in-house design team will create a drawing that matches the board.

+ \$99.00 (up to 10 images and/or custom logo; maximum of 1 hr. of edits included)





CITY COUNCIL AGENDA BILL

Subject: AB 039-2024 Approval of Scope and Fee Proposal from Gray and Osborne Inc for the 2024 Alpine St. Overlay Project

Meeting Date: April 3, 2024

Date Submitted: April 3, 2024

Originating Department: Deputy City Manager

Action Recommended:

Approval of Scope and Fee and Authorization for City Manager to sign

Clearances:

☒ City Manager

☐ Police

☐ Public Works

☐ Attorney

☐ Engineering

☐ Planning

Exhibits:

Alpine Overlay Scope & Letter

Budgeted Amount:

Summary Statement:

This is a project to repave a portion of Alpine Ave and was approved by the Transportation Improvement Board as a grant funded project (90% grant) for the summer of 2024.

The project will rehabilitate the existing pavement on two sections of Alpine Street. The first section extends from Hemming Way to North Granite Avenue, approximately 400 feet. The second section extends from the previous overlay limits (about 400 feet east of North Granite Avenue) to North Alder Avenue, approximately 900 feet. The improvements will generally include edge grinding along the existing concrete gutters, asphalt overlay, pavement repairs at isolated locations, and adjustments to existing utility castings. The City received a grant from the Washington State Transportation Improvement Board (TIB) to partially fund the design, construction and construction management of the project (TIB Project 2-P-820(005)-1). This proposal shall provide engineering and related services necessary to prepare Plans, Specifications, and Cost Estimates (PS&E) resulting in Construction Documents for the bid, award, and construction of the project. The engineering and related services contemplated for this project will generally include a site visit to map and measure pavement deficiencies, preparing Plans (including project specific details), Specifications, Cost Estimates, and coordinating with the funding agency.

Background:

N/A

Recommended Motion:

- 1) Motion to approve Scope and Fee Proposal from Gray and Osborne, Inc. for the 2024 Alpine St. Asphalt Overlay Project in an amount not to exceed \$30,000 and authorization for the City Manager to sign.



March 15, 2024

Mr. Brent Kirk
City Manager
City of Granite Falls
P.O. Box 1440
215 Granite Avenue
Granite Falls, Washington 98252

SUBJECT: SCOPE OF WORK AND FEE PROPOSAL – ALPINE STREET
OVERLAY
CITY OF GRANITE FALLS, SNOHOMISH COUNTY, WASHINGTON
G&O #OH234.27

Dear Mr. Kirk:

Per your request, we are submitting the following Scope of Work and Fee Proposal to complete the Engineering Design (PS&E) and Construction Management Services for improvements on Alpine Street, from Hemming Way to Alder Avenue. The improvements will include for the isolated pavement repairs, edge grinding, and overlay.

The City has received grant funding from the Transportation Improvement Board (TIB) to partially fund these improvements. Our proposed Scope of Work and Fee Proposal are presented in Exhibits A and B, respectively.

Please contact the undersigned if you wish to discuss this Proposal or if you require additional information. If you would like us to proceed with this work, please sign where indicated on the following page and return the signed page to us. Thank you for the opportunity to provide these Engineering Services to the City. We look forward to continuing our working relationship with the City of Granite Falls.

Sincerely,

GRAY & OSBORNE, INC.

Stacey A. Clear, P.E.

SAC/sr
Encl.



Mr. Brent Kirk
March 15, 2024
Page 2

CITY OF GRANITE FALLS – ALPINE STREET OVERLAY

I hereby authorize Gray & Osborne, Inc., to proceed with the design assistance as described herein under the terms and conditions of our current General Services Agreement, and for a cost not to exceed of \$30,000 without written authorization by the City.

Name (Print)

Title

Signature

Date

EXHIBIT A
SCOPE OF SERVICES
CITY OF GRANITE FALLS
ALPINE STREET OVERLAY

INTRODUCTION

The City of Granite Falls (City) desires to rehabilitate the existing pavement on two sections of Alpine Street. The first section extends from Hemming Way to North Granite Avenue, approximately 400 feet. The second section extends from the previous overlay limits (about 400 feet east of North Granite Avenue) to North Alder Avenue, approximately 900 feet. The improvements will generally include edge grinding along the existing concrete gutters, asphalt overlay, pavement repairs at isolated locations, and adjustments to existing utility castings. The City received a grant from the Washington State Transportation Improvement Board (TIB) to partially fund the design, construction and construction management of the project (TIB Project 2-P-820(005)-1). Gray & Osborne, Inc. (Engineer) shall provide engineering and related services necessary to prepare Plans, Specifications, and Cost Estimates (PS&E) resulting in Construction Documents for the bid, award, and construction of the project.

The engineering and related services contemplated for this project will generally include a site visit to map and measure pavement deficiencies, preparing Plans (including project specific details), Specifications, Cost Estimates, and coordinating with the funding Agency.

Our Scope of Work is more fully detailed as follows.

Task 1 – Project Management

Objective: Provide overall project management of Engineer resources, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide Client contact.

Consultant Responsibilities

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.
3. Oversee QA/QC review to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Preparation of monthly Progress Reports and invoices that identify major work items completed during the invoice period and identification of any impacts to the schedule, scope, and budget.
5. Manage and oversee the schedule of deliverables.

Assumptions

1. Gray & Osborne will provide standard Gray & Osborne-formatted invoices identifying personnel, hours, and direct costs (mileage, printing, etc.).

City Responsibilities

1. Review and process monthly invoices in a timely fashion.

Task 2 – Engineering

Objective: Prepare Plans, Specifications, and Cost Estimate (PS&E) for the City's evaluation, review, and comment.

Consultant Responsibilities

1. Prepare Plans utilizing aerial mapping from the City's Nearmap subscription, to supplement the site visit. The Engineer assumes that the right-of-way can be determined based on public records of survey, plat maps, and assessor maps, and that no right-of-way or property surveys will be required and that all work can be completed within existing rights-of-way.
2. Conduct a field site visit, including a limited photographic inventory of the site to assess existing site conditions, acquire pertinent information, and otherwise gather information suitable to use in the preparation of Bid/Construction Documents and Bid Quantities. The site visit will be completed by a Civil Engineer, and will identify and record the types and approximate limits of existing channelization, inventory the numbers and types (from visual observation only) of utility structures, identify pavement issues, review traffic control issues, and obtain other pertinent physical features. Information gathered from the site visit will be used to estimate quantities for major bid items and in the preparation of special details.
3. Prepare Preliminary (60 Percent) and Final (100 Percent) Bid/Construction Documents for the City's review and comment. Incorporate applicable review comments at the 60 Percent review level. Bid Documents are to include Proposal, Contract, Bonds, Special Provisions, Details, Site Plan/Vicinity Map, and incorporate the current (2024) Washington State Department of Transportation Standard Specifications as further reviewed and approved by the City. Prepare detailed Engineer's Construction Cost Estimate and submit to the City for their review.
4. Provide internal QA/QC review of Bid/Construction Documents by other senior transportation staff members at the 60 Percent Design level.
5. Prepare the Transportation Improvement Board's (TIB) Bid Authorization Form for signature by the City.

City Responsibilities

1. The City will submit the signed TIB Bid Authorization Form to the TIB and receive approval to advertise the project.

Deliverables

1. Provide separate electronic (pdf) files for the Plans, Specifications, and Construction Cost Estimate at the 60 Percent and Final Design levels.
2. Provide two paper copies of the Final Plans (half-size), Specifications, and Construction Cost Estimates.

Task 3 – Bid and Award Services

Objective: Assist the City in bidding and awarding the project to the lowest, responsible, responsive Contractor.

1. Prepare the “Call for Bids” and submit to the Everett Herald and the Daily Journal of Commerce for publication.
2. Answer bid inquiries received during the bid phase.
3. Prepare Addendum(s), as needed, to the clarify Bid Documents.
4. Post Bid Documents to the Gray & Osborne, Inc.’s Bid Document Distribution System, where the information may be downloaded, free of charge, by bidders.
5. Generate and distribute Summary of the Bids received.

City Responsibilities

1. The City will cover the costs for publication of the “Call for Bids” in the newspapers previously noted.

Task 4 – Construction Management Services

Objective: Provide overall construction management services for the duration of the project. The Scope of Work includes office support and 40 hours of part-time field inspection services. Based on the size of the project, it is anticipated that Contract duration will be 15 working days to Substantial Completion and an additional 5 working days to reach Physical Completion.

1. Project Management:
 - a. Provide overall project management to include resource allocation management, Client contact, risk management assessment, monitoring of Contractor’s compliance with schedule, and assist the City and TIB coordination during the construction phase of this project.

2. Preconstruction Services:
 - a. Assist Agency in Contract execution (Contractor and City).
 - b. Organize and lead the preconstruction conference (prepare Agenda, conduct meeting, and prepare meeting minutes), and issuance of a formal Notice to Proceed.
 - c. Review Contractor's schedule, and provide comments to Contractor and Agency, as applicable.
3. Contract Administration:
 - a. Assist the City in negotiation of Change Orders, as may be applicable.
 - b. Track, review, and evaluate Requests for Information (RFIs) from the Contractor. Manage responses to RFIs.
 - c. Provide office support to include review of material submittals, Statement of Intent to pay prevailing wages, and other miscellaneous items to support Contractor inquiries, field activities, Contract requirements, and City requests.
 - d. Prepare monthly Progress Estimates (pay) and review with the Contractor and the City.
4. Field Observation:
 - a. Provide part-time, onsite observation services to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents, and notify the Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site.
 - b. Provide field documentation to include: Inspector's Daily Report, Weekly Quantity Reports, and Weekly Working Day Reports. Confirm quantities for payment with the Contractor in the field, on a weekly basis.
 - c. At Substantial Completion, coordinate with the Agency and prepare a punchlist of items to be completed or corrected.
5. Project Closeout Services:
 - a. Assist the City in preparing project closeout paperwork in compliance with State law and TIB requirements.

Deliverables

1. Provide electronic (pdf) copies of all daily and weekly Inspection Reports to the City throughout the construction phase.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Granite Falls - Alpine Street Overlay

Tasks	Principal/Project Manager Hours	Civil Engineer Hours	Field Inspector Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours
1 Project Management	8			
2 Engineering	24	40		24
3 Bid and Award Services	4	8		
4 Construction Management Services	8	16	40	
Hour Estimate:	44	64	40	24
Fully Burdened Billing Rate Range:*	\$150 to \$245	\$115 to \$180	\$100 to \$185	\$65 to \$175
Estimated Fully Burdened Billing Rate:*	\$205	\$170	\$170	\$120
Fully Burdened Labor Cost:	\$9,020	\$10,880	\$6,800	\$2,880

Total Fully Burdened Labor Cost: \$ 29,580

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 420

TOTAL ESTIMATED COST: \$ 30,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



CITY COUNCIL AGENDA BILL

Subject: AB 040-2024 Approval of ILA with
Snohomish County for Affordable Housing
and Behavioral Health Fund

Meeting Date: April 3, 2024

Date Submitted: April 3, 2024

Originating Department: City Manager

Action Recommended:

Approval of ILA

Clearances:

☒ City Manager

☐ Police

☐ Public Works

☐ Attorney

☐ Engineering

☐ Planning

Exhibits:

March 11, 2024 Letter from Dave Sommers
ILA Agreement

Budgeted Amount:

Summary Statement:

Please see attached letter from Dave Sommers.

Background:

N/A

Recommended Motion:

- 1) Motion to approve Interlocal Agreement with Snohomish County for Affordable Housing and Behavioral Health Fund.

Dave Somers
County Executive

3000 Rockefeller Ave., M/S 407
Everett, WA 98201-4046
(425) 388-3460
www.snoco.org

March 11, 2024

Honorable Mayors
Snohomish County, WA

Re: Interlocal Agreement Affordable Housing and Behavioral Health Fund

Dear Mayors:

In December 2023, the Snohomish County Council approved the Housing and Behavioral Health Capital Fund: An Investment Plan to Preserve and Build Affordable Housing and Behavioral health Facilities in Snohomish County. The Plan informs decision-making regarding the use of the Affordable and Supportive Housing Tax Credit Fund (SHB 1406) and the 0.10 percent sales tax for affordable housing and behavioral health facilities (HB 1590).

Affordable Housing and Behavioral Health Investment Plan:

<https://www.snohomishcountywa.gov/DocumentCenter/View/110879/Housing-and-Behavioral-Health-Capital-Fund?bidId=>

Attached you will find the Affordable Housing and Behavioral Health Fund (AHBH) Interlocal Agreement creating a collaborative award process for the Snohomish County Affordable Housing and Behavioral Health Facilities Fund. These funds will help create increased access to affordable housing and behavioral health services for vulnerable residents.

We have been using an existing process since the 1990's to make awards for affordable housing and various types of public facilities. The AHBH ILA will provide for using the existing Technical Advisory Committee to review applications for AHBH funding and for making funding recommendations to the existing Policy Advisory Board. The AHBH ILA includes all of the cities/towns and the County in the awarding process.

I look forward to working collaboratively in making recommendations for the AHBH fund. If you have any questions, please reach out to Jackie Anderson (Division Manager, Housing and Community Services, in the Human Services Department) at Jackiem.Anderson@snoco.org or (425) 388-3237.

Sincerely,



Dave Somers
Snohomish County Executive

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE LOCAL AGENECIES OF ARLINGTON, BRIER, BOTHELL,
DARRINGTON, EDMONDS, EVERETT, GOLD BAR, GRANITE FALLS,
INDEX, LAKE STEVENS, LYNNWOOD, MARYSVILLE, MILL CREEK,
MONROE, MOUNTLAKE TERRACE, MUKILTEO, SNOHOMISH,
STANWOOD, SULTAN, AND WOODWAY FOR THE PURPOSE OF
CREATING AN AWARD PROCESS FOR TAX REVENUES FROM
CHAPTERS 4.122 AND 4.126 SNOHOMISH COUNTY CODE**

This Affordable Housing and Behavioral Health Capital Facilities Interlocal Agreement (“Agreement”) is made and entered into by the Snohomish County, a political subdivision of the State of Washington (“County”), and the Local Agencies of Arlington, Brier, Bothell, Darrington, Edmonds, Everett, Gold Bar, Granite Falls, Index, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, Snohomish, Stanwood, Sultan, and Woodway (collectively the “Parties” and, individually, a “Party”).

RECITALS

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the Washington State Legislature passed Substitute House Bill (SHB) 1406, which was signed into law as Chapter 338, Laws of 2019, and codified at RCW 82.14.540; and

WHEREAS, RCW 82.14.540 authorizes counties to impose a sales tax for acquisition, rehabilitation or construction of affordable housing or new units of affordable housing within an existing structure or facility providing supportive housing services; operating and maintenance costs for new affordable or supportive housing, rental assistance for tenants, and administration; and

WHEREAS, the Snohomish County Council passed Ordinance 19-0621 imposing a sales and use tax to provide for affordable housing and supportive housing, creating the affordable and supportive housing sales tax credit fund, and adding new chapter 4.122 to Snohomish County Code; and

WHEREAS, the Washington State Legislature in 2020 passed HB 2019, signed into law as Chapter 222 Laws of 2020, and codified at RCW 82.14.530; and

WHEREAS, the Washington State Legislature in 2021 amended RCW 82.14.530; and

WHEREAS, RCW 82.14.530 authorizes counties to impose a sales tax for acquisition and construction of affordable housing, which may include emergency, transitional and supportive housing, and new units of affordable housing within an existing structure, or acquiring and constructing behavioral health-related facilities or land acquisition for these purpose or funding

operations and maintenance cost of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers; and

WHEREAS, Snohomish County Council passed Ordinance 21-098, imposing a one-tenth of one percent sales tax for affordable housing and behavioral health and adding a new chapter 4.126 to Snohomish County Code; and

WHEREAS, on December 13, 2023, by Amended Motion No. 23-0492, the Snohomish County Council approved the 2023 Housing and Behavioral Health Capital Fund Investment Plan (“Investment Plan”); and

WHEREAS, the Investment Plan was developed to inform decision-making with regard to the use of 1406 and 1590 funds to address housing affordability and behavioral health challenges identified by the County.

AGREEMENT

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

1. **Purpose of this Agreement.** The purpose of this Agreement is to create a funding recommendation process for revenues from the taxes imposed by chapters 4.122 and 4.126 Snohomish County Code.
2. **Term.** The term of this Agreement shall commence on the date the Agreement is fully executed and will remain in full force and effect unless terminated in writing (the “Term”) pursuant to Section 11(n). As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by all Parties, and (ii) either filed with the County Auditor or posted on the County’s Interlocal Agreements website.
3. **Policy Advisory Board.**
 - a. The Policy Advisory Board as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall advise the County Executive and County Council on the planning, administration, and expenditure of funds from the taxes imposed in chapters 4.122 and 4.126 Snohomish County Code in conformance with the Investment Plan.

- b.** Each Policy Advisory Board member shall have one vote in the Board's proceedings, except that the ex officio Chairperson shall vote only in the event of a tie.

4. Technical Advisory Committee.

- a.** The Technical Advisory Committee as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall review applications and make recommendations regarding projects to be funded to the Policy Advisory Board.
- b.** To the extent possible, the individuals appointed to serve on the Affordable Housing and Behavioral Health Capital Facilities Technical Advisory Committee shall be the same individuals as those appointed to serve on the Urban County and Affordable Housing Technical Advisory Committee, with the addition of one (1) seat for the City of Everett, to be appointed by the City of Everett
- c.** Process for recommendations
 - i.** The Technical Advisory Committee will review, score and rank applications and make recommendations for funding to the Policy Advisory Board.
 - ii.** The Policy Advisory Board will review Technical Advisory Committee recommendations and make recommendations to the County Council.
 - iii.** The County Council will review recommendations for funding and determine which projects shall receive funds and amounts thereof.

5. County Obligations.

- a.** Snohomish County assumes full decision-making authority, including final funding award selections and policy making.
- b.** Awards of all funds will be administered by County.
- c.** The County will coordinate all activities necessary for the Policy Advisory Board and Technical Advisory Committee to fulfill their obligations under this agreement.

6. Local Agency Obligations. Each Local Agency shall:

- a.** Fulfill obligations according to Sections 3 and 4 of this Agreement.
- b.** Keep appointments to the TAC and PAB up to date, pursuant to TAC and PAB bylaws.

c. Notify the County Administrator of any changes to TAC and PAB appointments.

7. **Budget and Compensation.** The Parties do not anticipate any costs to this Agreement. Funds from taxes imposed by chapter 4.122 and 4.126 Snohomish County Code shall be used to fund the projects recommended by TAC/PAB and approved by the Snohomish County Council.
8. **Indemnification and Hold Harmless.** Subject to the liability limitation stated in Section 9 of this Agreement, each Local Agency shall hold harmless, indemnify, and defend, at its own expense, the County, its elected officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the Local Agency's performance under this Agreement, including claims by Local Agency employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

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

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

9. **Limitation of Liability** In no event will County or any Local Agency be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of the County or any Local Agency under this Agreement, even if the County or Local Agency has been advised of the possibility of such damages.
10. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part of the indemnified party(s).

11. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the Party against whom such modification is sought to be enforced.
- b. **No Separate Entity Necessary/Created.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.
- d. **Administrators.** Each Party to this Agreement shall designate an individual (an “Administrator”), which may be designated by title or position, to oversee and administer such Party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:	Jackie Anderson, Human Services Department 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201
City of Arlington’s Initial Administrator:	Dan Vanney, Mayor 238 N. Olympic Avenue Arlington, WA 98223
City of Bothell’s Initial Administrator:	Mason Thompson, Mayor 18415 101 st Avenue NE Bothell, WA 98011
City of Brier’s Initial Administrator:	Dale Kaemingk, Mayor 2901 228 th St. SW Brier, WA 98036
Town of Darrington’s Initial Administrator:	Dan Rankin, Mayor 1005 Cascade St. P.O. Box 937 Darrington, WA 98241

City of Edmond's Initial Administrator:	Mike Rosen, Mayor 121 5 th Avenue N. Edmonds, WA 98020
City of Everett's Initial Administrator:	Cassie Franklin, Mayor 2930 Wetmore Avenue Everett, WA 98201
City of Gold Bar's Initial Administrator:	Steve Yarbrough, Mayor 107 5 th Street Gold Bar, WA 98251
City of Granite Falls' Initial Administrator:	Matt Hartman, Mayor 215 Granite Avenue P.O. Box 1440 Granite Falls, WA 98252
Town of Index's Initial Administrator:	Bruce Albert, Mayor 511 Avenue "A" Index, WA 98256
City of Lake Steven's Initial Administrator:	Brett Gailey, Mayor 1812 Main Street P.O Box 257 Lake Stevens, WA 98258
City of Lynnwood's Initial Administrator:	Christine Frizzell, Mayor 19100 44 th Avenue W Lynnwood, WA 98036
City of Marysville's Initial Administrator:	Jon Nehring, Mayor 501 Delta Avenue Marysville, WA 98270
City of Mill Creek's Initial Administrator:	Brian Holtzclaw, Mayor 15728 Main Street Mill Creek, WA 98012

City of Monroe's Initial Administrator:	Geoffrey Thomas, Mayor 14841 179 th Avenue SE Monroe, WA 98272
City of Mountlake Terrace's Initial Administrator:	Kyoko Matsumoto-Wright, Mayor 23204 58 th Avenue W Mountlake Terrace, WA 98043
City of Mukilteo's Initial Administrator:	Joe Marine, Mayor 11930 Cyrus Way Mukilteo, WA 98275
City of Snohomish's Initial Administrator:	Linda Redmond, Mayor 116 Union Avenue P.O. Box 1589 Snohomish, WA 98291-1589
City of Stanwood's Initial Administrator:	Sid Roberts, Mayor 10220 270 th Street NW Stanwood, WA 98292
City of Sultan's Initial Administrator:	Russell Wiita, Mayor 319 Main Street P.O. Box 1199 Sultan, WA 98294-1199
Town of Woodway's Initial Administrator:	Mike Quinn, Mayor 23920 113 th Place W Woodway, WA 98020

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

- e. **Interpretation.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the

plural number, and vice versa, and the use of any gender shall be applicable to all genders.

- f. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- g. No Waiver.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a Party of any particular Default constitute a waiver of any other Default or any similar future Default.
- h. Assignment.** This Agreement shall not be assigned, either in whole or in part, by either of the Parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
- i. Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.
- j. No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.
- k. No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Local Agency and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.
- l. Compliance with Applicable Law.** Each Party shall comply with all other applicable federal, state and local laws, rules and regulations in performing under this Agreement.
- m. Changes.** No changes or additions shall be made to this Agreement except as agreed to by both Parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.
- n. Termination.** The County may terminate this agreement by providing written notice to the other parties of its intention to terminate. Such termination shall become effective 30 days after such notice has been served to the Parties, or such later time as is stated in the notice. Any other party may terminate this agreement as to that Party by

providing written notice to the County of its intention to terminate. Such termination shall become effective 30 days after such notice has been served, or such later time as is stated in notice. Termination by a Party other than the County shall not affect the terms of this agreement as to the other Parties.

- o. Public Records.** All records related to this Agreement shall be available for inspection and copying under the provisions of the Washington Public Records Act, chapter 42.56 RCW ("PRA"), subject to any exemptions or limitations on disclosure. Each Party shall respond to public records requests received by that Party.
- p. Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

CITY OF ARLINGTON

ATTEST:

DAN VANNEY

BY

MAYOR

TITLE

CITY OF BOTHEL

ATTEST:

MASON THOMPSON

BY

MAYOR

TITLE

CITY OF BRIER

ATTEST:

DALE KAEMINGK

BY

MAYOR

TITLE

TOWN OF DARRINGTON

ATTEST:

DAN RANKIN

BY

MAYOR

TITLE

CITY OF EDMONDS

ATTEST:

MIKE ROSEN

BY

MAYOR

TITLE

CITY OF EVERETT

ATTEST:

CASSIE FRANKLIN

BY

MAYOR

TITLE

CITY OF GOLDBAR

ATTEST:

STEVE YARBROUGH

BY

MAYOR

TITLE

CITY OF GRANITE FALLS

ATTEST:

MATT HARTMAN

BY

MAYOR

TITLE

TOWN OF INDEX

ATTEST:

BRUCE ALBERT

BY

MAYOR

TITLE

CITY OF LAKE STEVENS

ATTEST:

BRETT GAILEY

BY

MAYOR

TITLE

CITY OF LYNNWOOD

ATTEST:

CHRISTINE FRIZZELL

BY

MAYOR

TITLE

CITY OF MARYSVILLE

ATTEST:

JON NEHRING

BY

MAYOR

TITLE

CITY OF MILL CREEK

ATTEST:

BRIAN HOLTZCLAW

BY

MAYOR

TITLE

CITY OF MONROE

ATTEST:

GEOFFREY THOMAS

BY

MAYOR

TITLE

CITY OF MOUNTLAKE TERRACE

ATTEST:

KYOKO MATSUMOTO-WRIGHT

BY

MAYOR

TITLE

CITY OF MUKILTEO

ATTEST:

JOE MARINE

BY

MAYOR

TITLE

CITY OF SNOHOMISH

ATTEST:

LINDA REDMOND

BY

MAYOR

TITLE

CITY OF STANWOOD

ATTEST:

SID ROBERTS

BY

MAYOR

TITLE

CITY OF SULTAN

ATTEST:

RUSSELL WIITA

BY

MAYOR

TITLE

TOWN OF WOODWAY

ATTEST:

MIKE QUINN

BY

MAYOR

TITLE

IN WITNESS WHEREOF the Parties execute this Agreement this _____ day of _____
_____, 20____.

SNOHOMISH COUNTY

[Insert Party]

County Executive

[Insert Party Signatory]

RECOMMENDED FOR APPROVAL:

ATTEST:

Approved as to Form only:

Wending,
Rebecca

Digitally signed by
Wending, Rebecca
Date: 2024.03.05 08:25:14
-08'00'



CITY COUNCIL AGENDA BILL

Subject: AB 041-2024 Consideration of Approval of Resolution 2024-003 – American Legion Cemetery Annexation

Meeting Date: April 3, 2024

Date Submitted: March 28, 2024

Originating Department: Planning

Action Recommended:

Approval of Resolution 2024-003

Clearances:

☒ City Manager

☐ Police

☐ Public Works

☐ Attorney

☐ Engineering

☐ Planning

Exhibits:

American Legion Cemetery Annexation – Memo to the City Council
American Legion Cemetery Annexation – Letter for Petition
ANNX2024-001 American Legion Cemetery Petition
ANNX2024-001 – American Legion Cemetery Annexation Parcel Map (Exhibit A)

Budgeted Amount:

Summary Statement:

Please see attached letter from Eric Jensen, Community Development Director

Background:

N/A

Recommended Motion:

1) Motion to approve Resolution 2024-003 – American Legion Cemetery Annexation Petition



Memo

To: City Council
From: Eric Jensen, Community Development Director
CC: City Manager Brent Kirk
Date: March 28, 2024
Re: **American Legion Cemetery Annexation**

On March 19, 2024, the City received a Petition for Annexation from American Legion Post 125 to bring the Legion's cemetery property (Parcel #30061300200300) into the City's Municipal boundary. You may recall that I informed you at the last Council meeting that we would soon bring the petition forward to you for acceptance and direction to proceed on the action.

As Brent will explain further at the Council meeting, it was recognized that having local jurisdictional control of the property would be beneficial for a number of reasons. It is the staff's wish to accept the petition and undertake annexation proceedings with the Snohomish County Boundary Review Board.

We recommend you approve this resolution.



Granite Falls American Legion Post 125
301 S. Granite Avenue
Granite Falls, WA 98252

March 19, 2024

Brent Kirk, City Manager
Granite Falls City Hall
215 S. Granite Avenue
Granite Falls, WA 98252

Dear Mr. Kirk:

Granite Falls American Legion Post 125 petitions for annexation of the American Legion Cemetery located at 10406 Jordan Road, Granite Falls.

Looking to the future, annexating now will ensure the long-term maintenance and protection of the cemetery as an irreplaceable part of Granite Falls history and as a continuing service for the Granite Falls community.

Please see attached NW Quarter Section Map of the Cemetery Parcel. The following information is from Snohomish County records.

Parcel ID: 30061300200300

Taxpayer: AMERICAN LEGION CEMETERY-GRANITE FALLS

Owner: AMERICAN LEGION CEMETERY-GRANITE FALLS

Size (Gross Acres): 5.32

Property Description (NW1/4 SEC13 T30N R6E map): SEC 13 TWP 30 RGE 06 RT-7)
BAAP 1092FT S OF NE COR OF NE1/4 NW1/4 TH S 479FT TH W 660FT TH N 281FT
TH ELY TO POB EXC RDS SUBJ TO ESE PUD EX ST OF WA 00772 001

Sincerely,

A handwritten signature in blue ink, appearing to read "Chuck Smith".

Chuck Smith, Commander
Sexton, American Legion Cemetery

A handwritten signature in blue ink, appearing to read "Edward J. Miller".

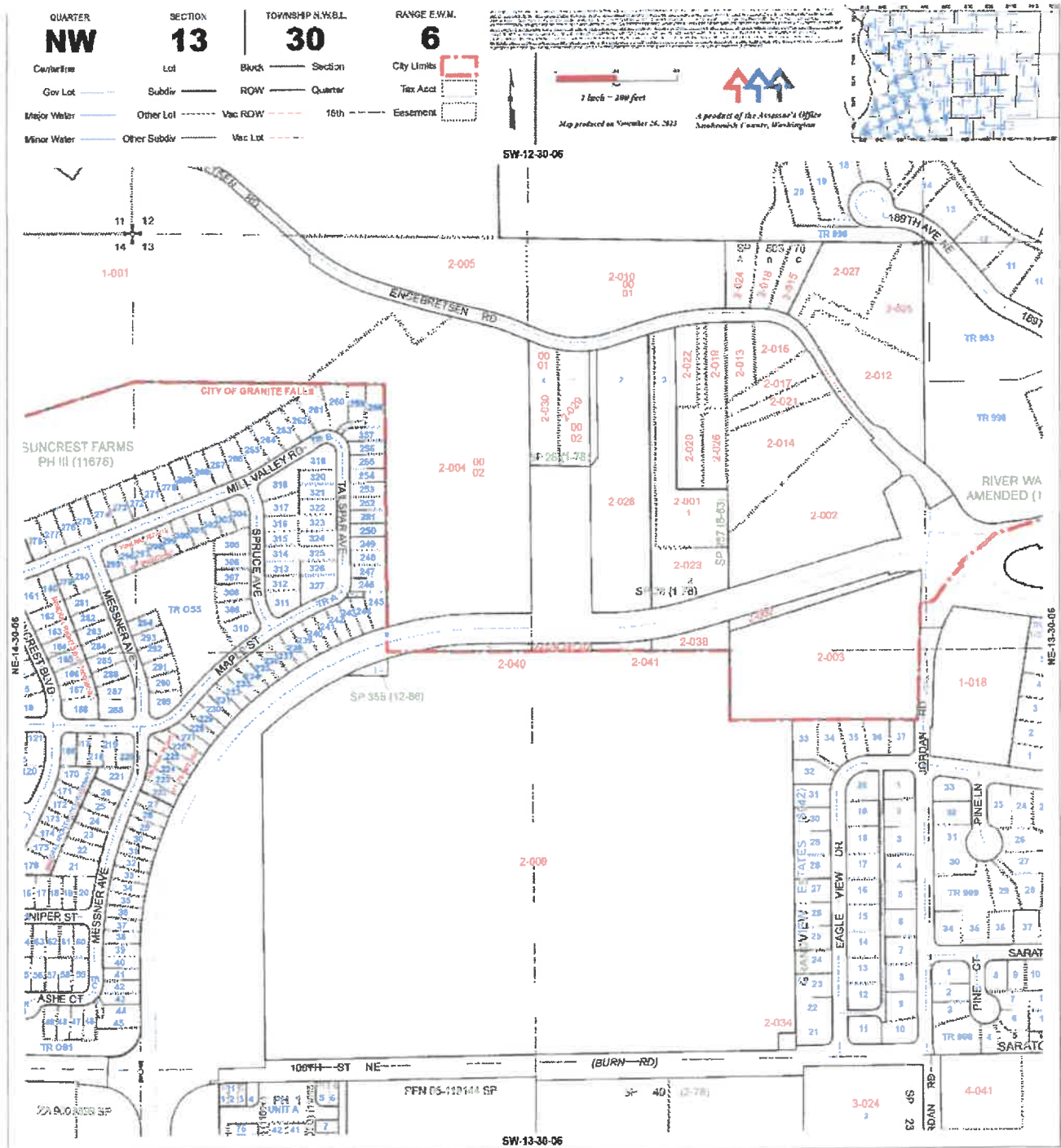
EDWARD J MILLER
ADJUTANT POST #125

American Legion Cemetery

10406 Jordan Road

Granite Falls, Washington

Parcel ID: 30061300200300



Resolution No. 2024-03

A RESOLUTION OF THE CITY OF GRANITE FALLS, SNOHOMISH COUNTY, WASHINGTON RELATING TO THE RECEIPT OF A NOTICE OF INTENT TO ANNEX CERTAIN REAL PROPERTY KNOWN AS THE AMERICAN LEGION CEMETERY ANNEXATION, AND AUTHORIZING THE CIRCULATION OF A 60% ANNEXATION PETITION SUBJECT TO CONDITIONS.

WHEREAS, the City of Granite Falls has received a 10 percent petition and Notice of Intent for an annexation meeting the requirements of RCW 35.13.125; and

WHEREAS, the City of Granite Falls desires to work with property owners adjacent to the City of Granite Falls in unincorporated Snohomish County and within the established Urban Growth Area of the City to become part of the City of Granite Falls; and

WHEREAS, the proposed annexation area contains approximately 5.32 acres; and

WHEREAS, the area proposed for annexation is within the Urban Growth Area established by Snohomish County under the State Growth Management Act; and

WHEREAS, Snohomish County tax records available through the Assessor's Office reflect that The one and only parcel owner have signed said petition, including American Legion Post #125, (Chuck Smith) the applicant, in the proposed annexation area, which contain a total assessed value of \$0 representing more than 10% percent of the assessed value in the annexation area, and

WHEREAS, having received American Legion Post #125, (Chuck Smith) written notification of intent to annex that satisfies the ten percent assessed value threshold, the City Council reviewed the matter for consideration at its regular public meeting on April 3, 2024, and

WHEREAS, within sixty days of receiving a written notification of intent to commence annexation proceedings from the property owner or owners holding assessed valuation to make such request, the City Council has considered the matter at a public meeting, at which time the City Council may accept, reject, or geographically modify the proposed annexation; determine if the City will require the simultaneous adoption of proposed comprehensive plan and zoning regulations; and determine whether the City will require the assumption of all or any portion of existing City indebtedness by the area to be annexed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANITE FALLS AS FOLLOWS:

Section 1. Circulation of Annexation Petitions Approved. Under authority of Chapter 35.13 RCW, the City Council of the City of Granite Falls hereby approves the written request of American Legion Post #125, (Chuck Smith) to circulate an annexation petition for an area of unincorporated Snohomish County that is generally located at the southwest corner of Jordan Road and Quarry Road, and is more specifically depicted on Exhibit "A," a copy of which is attached hereto and incorporated by this reference.

Section 2. Petitions to Require Assumption of Existing City Indebtedness. It is the intent of the Granite Falls City Council that, upon annexation, all property within the proposed annexation area shall be assessed and taxed at the same rate and on the same basis as other property within the City of Granite Falls including assessments or taxes in payment of all or any portion of the outstanding indebtedness of the City contracted, incurred prior to, or existing on the date of annexation. Accordingly, any annexation petition circulated under approval granted by this Resolution shall be written to clearly indicate this fact.

Section 3. Comprehensive Plan and Zoning. The City of Granite Falls will require the simultaneous implementation and adoption of the Comprehensive Plan and zoning regulations.

PASSED AND APPROVED by the City Council of the City of Granite Falls this ____ day of _____ 2024.

CITY OF GRANITE FALLS

Matthew Hartman, Mayor

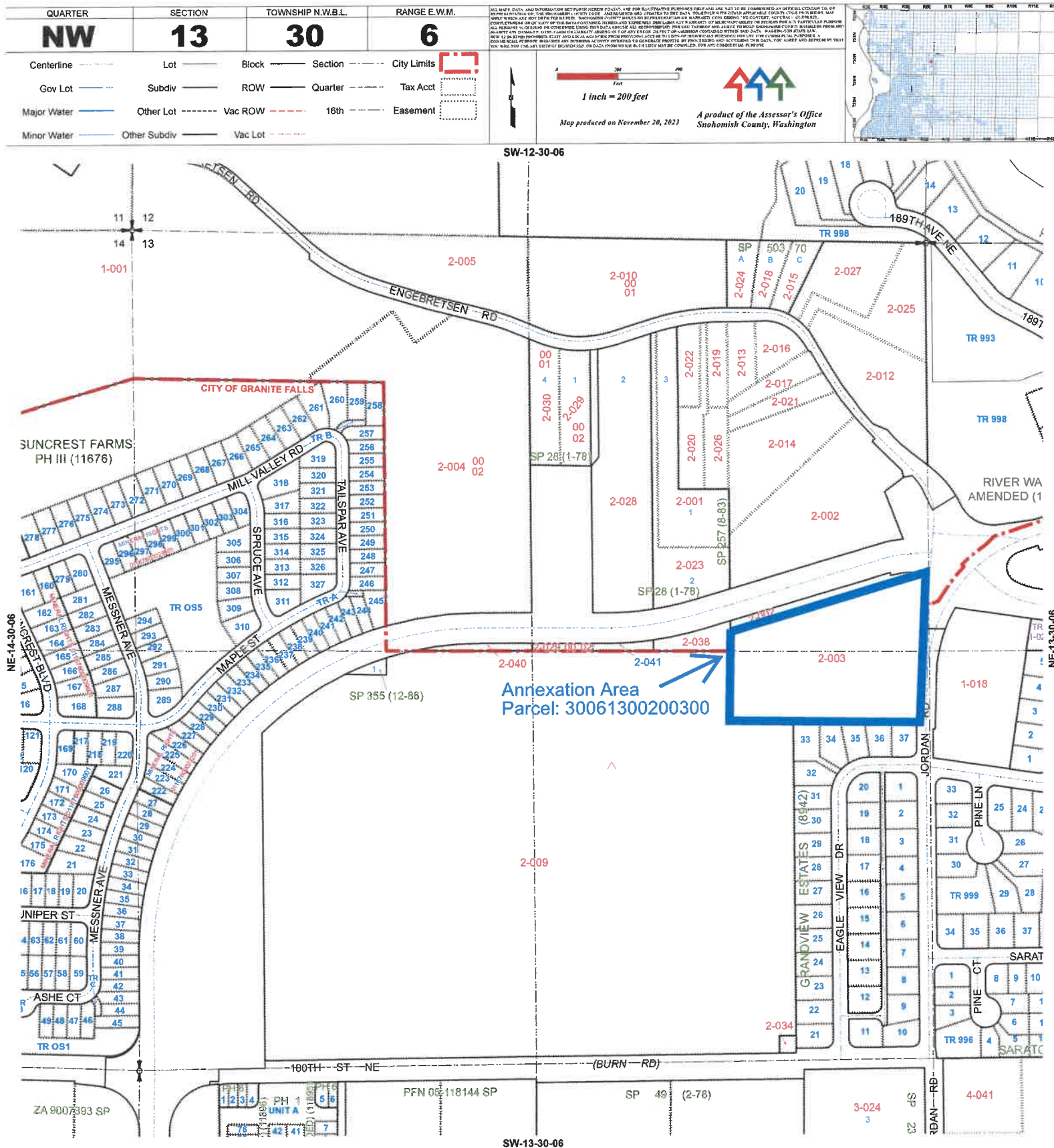
ATTEST:

Darla Reese, MMC, City Clerk

APPROVED AS TO FORM:

Thom Graafstra, City Attorney

EXHIBIT A



SW-13-30-06

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