



## **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, October 27, 2020 – 7:00 p.m.**

**Join Zoom Meeting:**

**<https://us02web.zoom.us/j/82899419752>**

**or call in at 1 253 215 8782**

**Meeting ID: 828 9941 9752**

<b>CALL TO ORDER</b>		Mayor
<b>PLEDGE OF ALLEGIANCE</b>		Mayor
<b>ROLL CALL</b>		City Clerk
<b>APPROVAL OF AGENDA</b>		Council President
<b>CITIZEN COMMENTS</b>		Mayor
<b>COUNCIL BUSINESS</b>		Council President
<b>MAYOR'S BUSINESS</b>		Mayor
<b>CITY DEPARTMENT REPORT</b>	Update	Gene
<b>CONSENT AGENDA</b>	A Vouchers	Barb
	B City Council Workshop Meeting Minutes of October 6, 2020	Kelly
	C City Council Regular Meeting Minutes of October 13, 2020	Kelly
	D Authorize Ordering Vehicles for 2021	Russ
	E Resolution #2020-24 Authorizing Grant Applications for Guest Moorage at North Cove Park	Jill M.
<b>ACTION ITEMS:</b>	F Solid Waste Contract with Waste Management	Eric
	G Ordinance 1098 Amending LSMC 2.76.030 Additional Employee Benefits and Policies	Anya
	H Letter Supporting Adoption of a 0.1% Sales Tax for Affordable Housing	Anji

**Lake Stevens City Council Regular Meeting Agenda**

**October 27, 2020**

I Resolution for Multi-Family Tax Exemption

Sabrina

**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 audio recorded, except Executive Sessions.**

**BLANKET VOUCHER APPROVAL  
2020**

Payroll Direct Deposits	10/25/2020	\$240,225.31
Payroll Checks	51494-51496	\$6,646.41
Electronic Funds Transfers	ACH	\$313,480.45
Claims	51486-51493, 51497-51588	\$677,062.20
Void Checks		
Total Vouchers Approved:		\$1,237,414.37

**This 27th day of October 2020**

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

October 27th, 2020



**City Expenditures by Type on this voucher packet**

Personnel Costs	\$	246,872	20%
Payroll Federal Taxes	\$	89,403	7%
Retirement Benefits - Employer	\$	62,621	5%
Medical Benefits - Employer	\$	145,305	12%
Other Employer paid Benefits	\$	5,798	0%
Employee paid benefits - By Payroll	\$	21,812	2%
Supplies	\$	23,044	2%
Professional Services **	\$	326,075	26%
Capital *	\$	316,486	26%
Void Check	\$	-	0.0%
<b>Total</b>	<b>\$</b>	<b>1,237,414</b>	<b>100%</b>

**Large Purchases/Payments**

\* 2007 Peterbilt Dump Truck - \$127,500

\*\* CARES funding Volunteers of America - \$150,000





Total for Period
\$990,542.65

Checks to be approved for period 10/08/2020 - 10/21/2020

**Vendor: AAA of Everett**  
**Check Number: 51497**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV159522	10/21/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	Fire Extinguisher Recharge PD	\$117.49
					<b>\$117.49</b>

**Vendor: Ace Hardware**  
**Check Number: 51498**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
67533	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	Pop Up Sprinkler/Nozzle	\$32.61
67541	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Elbow/Conduit/Adapter Box	\$22.56
67542	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Conduit	\$6.52
67552	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Coupling/Elbow	\$18.18
67556	10/21/2020	001 013 518 20 31 00	GG-Operating Costs	LED Lightbulbs/Cover Boxes/Ext Cord	\$36.29
67574	10/21/2020	001 013 518 20 31 00	GG-Operating Costs	Spraypaint/Corner Brace	\$27.18
67600	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Conduit/Connectors/PVC Cement	\$41.42
67637	10/21/2020	101 016 544 90 31 02	ST-Operating Cost	Roller Cover/Drill Bits/Fasteners	\$30.28
67695	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	Oscillating Sprinkler	\$15.25
67698	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$38.19
67833	10/21/2020	001 006 518 80 31 00	IT-Office Supplies	Return Stereo Cable	(\$8.33)
67867	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	BMW Key	\$3.80
					<b>\$263.95</b>

**Vendor: AFLAC**  
**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,248.72
					<b>\$1,248.72</b>

**Vendor: All Battery Sales and Service**  
**Check Number: 51499**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300-10078238	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Cables Booter	\$176.57
					<b>\$176.57</b>

**Vendor: Amazon Capital Services**  
**Check Number: 51500**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1G7C-FQFT-C1HW	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Computer Desks	\$696.36
1LGV-TQKV-3KQN	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Dish Sets/Cutlery/Mugs for New PD	\$355.03
1PFR-6CTF-VK37	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Roof Mount for Outdoor Antennas/Wire Shelving Racks	\$1,912.81
1R1F-NJ4T-FCJG	10/21/2020	001 008 521 20 31 02	LE-Minor Equipment	KeyBox/Trail Camera/Key Tag	\$427.36
1T3X-YH3K-NXLX	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Wireless Keyboard/Mouse/USB Charging Stations/Speakers	\$759.13
1T4X-WW3Y-9GPC	10/21/2020	001 008 521 50 30 02	LE-Fleet Minor Equipment	Antenna/Bracket/Rechargeable Batteries/Support Visor	\$227.67
1VX7-Q7LQ-CXXG	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Cork Board/Cable Zip Ties	\$73.99
1W1T-N31K-3H7P	10/21/2020	001 008 521 20 31 00	LE-Office Supplies	Waterproof Shoe Covers/Holster for iPhone	\$74.52
					<b>\$4,526.87</b>

**Vendor: Amazon Capital Services**

**Check Number: 51501**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1CGG-LRD1-7GP4	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Monitor Stand Riser/Desk	\$127.74
1D6T-3HPD-LHNP	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Surface Stand	\$27.78
1DWH-VYNJ-R36C	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Office Chair/Computer Desk	\$490.35
1G6G-YR39-1HC4	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Wireless Mouse	\$96.72
1KD4-9663-T61C	10/21/2020	001 003 514 20 31 00	CC-Office Supply	File Folders for Contracts	\$24.88
1KD4-9663-T61C	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Microsoft Surface Dock/Mini Display Port Cable	\$209.25
1KF6-HTQD-N36R	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Anti Fatigue Floor Mat/Desk Chair/Dry Erase Board	\$259.25
1QV3-H4TK-GCJM	10/21/2020	001 006 518 80 31 00	IT-Office Supplies	HDMI Game Capture Card	\$54.49
1RCD-H6FV-TPNH	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Adjustable Computer Desk	\$314.87
1V6F-YDH7-Y4PX	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Sneeze Guard for CH Counters/Wireless Mouse	\$834.04
1W1T-N31K-6MNG	10/21/2020	001 007 571 00 30 00	PL-Park & Recreation	Acrylic Sign Holder/Labels	\$34.16
1YKT-3RH1-7TP3	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Wireless Keyboard/Surface Case	\$74.09
1YNF-CJPL-QP74	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Wireless Keyboard/Mouse	\$121.31
					<b>\$2,668.93</b>

**Vendor: Aquatechnex LLC**

**Check Number: 51502**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12095	10/21/2020	410 016 531 16 48 00	SW - Alum Treatment	2020 Alum Treatment	\$77,390.00
					<b>\$77,390.00</b>

**Vendor: Assoc of Washington Cities EFT**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$145,304.59
100920	10/13/2020	001 006 518 80 20 00	IT-Benefits	Medical Insurance Premium-Welaye	\$1,367.33
100920	10/13/2020	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$0.10)
100920	10/13/2020	101 016 542 30 20 00	ST-Benefits	Medical Insurance Premium-Welaye	\$213.09
100920	10/13/2020	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium-Welaye	\$195.33
					<b>\$147,080.24</b>

**Vendor: Bickford Motors Inc**

**Check Number: 51503**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1182670	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Accessory Power Relay	\$52.32
					<b>\$52.32</b>

**Vendor: Bliven**

**Check Number: 51504**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20302	10/21/2020	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Remoal Services 10528/105132 Meridian PI NE	\$2,180.00
					<b>\$2,180.00</b>

**Vendor: Brodersen**

**Check Number: 51505**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 BRODERSEN	10/21/2020	633 000 389 30 00 02	Gun Permit Fees	Refund Overpayment on CPL License Fee - Brodersen	\$10.00
					<b>\$10.00</b>

**Vendor: Business Card**  
**Check Number: 51506**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BARNES 1020	10/21/2020	001 008 521 21 48 00	LE-Boating Repair & Maint	Swim Platform Light	\$205.75
BARNES 1020	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	HDMI Cables	\$20.75
BEAZIZO 1020	10/21/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Firearms/OC Ball Ammo	\$589.00
BRAZEL 1020	10/21/2020	001 003 514 20 49 00	CC-Miscellaneous	WAPRO Membership - Chelin	\$25.00
BRAZEL 1020	10/21/2020	001 013 518 20 41 00	GG-Professional Service	CV - Zoom Webinar Prorated Sept 2020	\$24.71
BROOKS 1020	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Crime Scene Invest - Holland/Kilroy/Lyons	\$387.00
BROOKS 1020	10/21/2020	111 008 521 20 31 01	Drug Seize - Canine Supplies	Canine Dog Food	\$54.49
BROOKS 1020	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Moving Boxes - New PD Building	\$126.89
BROOKS 1020	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Stainless Steel Work Table	\$2,751.94
DREHER 1020	10/21/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	International Charges for Tactical Shirts/Pants for SWAT	\$33.66
DREHER 1020	10/21/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Optics Bootleg Adjustable Carrier	\$381.39
DREHER 1020	10/21/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Refund - Tactical Shirts/Pants for SWAT	(\$786.92)
DREHER 1020	10/21/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Tactical Shirts/Pants for SWAT & International Charges	\$1,122.00
DREHER 1020	10/21/2020	001 008 521 20 42 00	LE-Communication	Postage - Certified Mail 2020-18389	\$13.90
DREHER 1020	10/21/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Drug Interdiction Spokane - Bryant	\$246.62
DREHER 1020	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Survival Tactics for Police Officers	\$875.00
DREHER 1020	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Flammable Cabinet - New PD Station	\$1,087.38
DURPOS 1020	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	Caster Wheels	\$292.44
DURPOS 1020	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Animal Control Pole/Beaver Live Trap	\$571.70
DURPOS 1020	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Drone Shield Renew	\$380.42
DYER 1020	10/21/2020	001 008 521 20 49 00	LE-Dues & Memberships	Rotary Club Membership Renewal	\$130.00
ESHLEMAN 1020	10/21/2020	101 016 542 30 49 00	ST-Miscellaneous	Finance Charges - Eshleman CC	\$1.00
ESHLEMAN 1020	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Mac Electric Solenoid	\$52.04
ESHLEMAN 1020	10/21/2020	410 016 531 10 49 01	SW-Staff Development	Registration - Electrical Admin/Exam Prep - Eshleman	\$549.00
GOOD 1020	10/21/2020	001 005 518 10 49 01	HR-Staff Development	Registration NEOGOV Connect Conference - Good	\$49.00
GOOD 1020	10/21/2020	101 016 542 30 41 02	ST-Professional Service	20-Pack Commercial Driver License Queries	\$25.00
MINER 1020	10/21/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Logo Polo/Hooded Jacket - Parnell	\$87.89
MINER 1020	10/21/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Logo Polo/Pants - Miner	\$172.32
MINER 1020	10/21/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services 2019-9015	\$106.00
MINER 1020	10/21/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services 2020-7256	\$142.00
STEVENS B 1020	10/21/2020	001 004 514 23 31 00	FI-Office Supplies	CV - Credit Monitor/Wireless Mouse Telecommuting - Stevens B	(\$226.18)
STEVENS B 1020	10/21/2020	001 004 514 23 31 00	FI-Office Supplies	CV - Monitor/HDMI Cable/Wireless Mouse Telecommuting - Stevens B	\$250.09
UBERT 0720	10/21/2020	001 008 521 20 42 00	LE-Communication	Postage Certified Letters	\$13.90
UBERT 0720	10/21/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Refund - Hotel Deposit Criminal Justice Starkenburg	(\$212.06)
UBERT 0820	10/21/2020	001 008 521 20 31 00	LE-Office Supplies	CV - Paper/Laminating Services	\$52.42
UBERT 0920	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - PRA Deep Dive Law Enforce - LeBlanc	\$35.00
UBERT 0920	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - PRA Deep Dive Law Enforce - Starkenburg	\$35.00
UBERT 0920	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - PRA Deep Dive Law Enforce - Ubert	\$35.00
UBERT 1020	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - WAPRO Fall Conf - Cooper	\$25.00
UBERT 1020	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - WAPRO Fall Conf - LeBlanc	\$25.00
WRIGHT 1020	10/21/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Code Books for Permit Review	\$164.56
WRIGHT 1020	10/21/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Wet Rabbit NOA	\$14.29
WRIGHT 1020	10/21/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Wet Rabbit NOA Corrected	\$14.29
WRIGHT 1020	10/21/2020	001 007 558 50 43 00	PL-Travel & Mtgs	Meal - Costco Hearing Appeal	\$11.25
WRIGHT 1020	10/21/2020	001 007 558 50 43 00	PL-Travel & Mtgs	Meal - Costco Hearing Appeal	\$90.95
WRIGHT 1020	10/21/2020	001 007 558 50 43 00	PL-Travel & Mtgs	Meal - Costco Hearing Appeal	\$104.62

WRIGHT 1020	10/21/2020	001 007 558 50 49 00	PL-Miscellaneous	International Code Council Membership	\$145.00
WRIGHT 1020	10/21/2020	001 007 558 50 49 01	PL-Staff Development	Registration - 2020 OAPA/APA Planning Conf - M Place	\$150.00
					<b>\$10,445.50</b>

**Vendor: Canon Financial Services Inc**  
**Check Number: 51507**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22008509	10/21/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$285.26
22030817	10/21/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$17.08
22030817	10/21/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$17.08
					<b>\$319.42</b>

**Vendor: CDW Government Inc**  
**Check Number: 51508**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1918283	10/21/2020	001 008 521 50 30 02	LE-Fleet Minor Equipment	Havis Base PS-17-71	\$105.73
2327993	10/21/2020	001 008 521 50 30 02	LE-Fleet Minor Equipment	Havis Bracket	\$33.82
2485841	10/21/2020	520 008 594 21 63 00	Vehicles - Capital Equip	Havis Docking Station PT-16-60	\$668.25
SE2001250	10/21/2020	001 012 594 75 64 00	CS- Pavillion - Capital	Installation/Training of Multimedia System in the Mill	\$1,906.38
					<b>\$2,714.18</b>

**Vendor: Cintas Loc 460**  
**Check Number: 51509**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4052541377	10/21/2020	001 010 576 80 31 01	PK-Ops-Clothing	PW Uniforms	\$212.68
4052541377	10/21/2020	101 016 542 90 31 01	ST-Clothing	PW Uniforms	\$212.69
4052541377	10/21/2020	410 016 531 10 31 00	SW-Clothing	PW Uniforms	\$212.69
					<b>\$638.06</b>

**Vendor: City of Everett**  
**Check Number: 51510**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I20004999	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$132.00
					<b>\$132.00</b>

**Vendor: City of Marysville**  
**Check Number: 51511**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LKS20-017	10/21/2020	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations Sept 2020	\$10,932.75
POLIN 20-0065	10/21/2020	001 008 523 60 41 00	LE-Jail	Prisoner Medical Sept 2020	\$180.00
					<b>\$11,112.75</b>

**Vendor: City of Monroe**  
**Check Number: 51512**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0042430	10/21/2020	001 013 518 20 41 00	GG-Professional Service	ILA Muni Court Options Study Aug 2020	\$2,901.47
					<b>\$2,901.47</b>

**Vendor: Code Publishing Co Inc**  
**Check Number: 51513**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
68028	10/21/2020	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ordinances 1092/1093/1095	\$142.14
					<b>\$142.14</b>

**Vendor: Comcast**  
**Check Number: 51514**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0920 COMCAST	10/21/2020	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$146.19
0920 COMCAST	10/21/2020	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0920 COMCAST	10/21/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$155.01
					<b>\$437.39</b>

**Vendor: Crystal Springs**  
**Check Number: 51515**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16015194 101020	10/21/2020	001 008 521 50 30 00	LE-Facilities Supplies	Bottled Water - Police Department	\$87.90
5249844 100120	10/21/2020	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$13.45
5249844 100120	10/21/2020	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$13.45
5249844 100120	10/21/2020	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$66.54
5249844 100120	10/21/2020	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$66.37
5249844 100120	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$66.37
					<b>\$314.08</b>

**Vendor: David Evans and Associates Inc**  
**Check Number: 51516**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
475183	10/21/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Development Review ROW Dedication to WSDOT	\$1,598.20
475185	10/21/2020	001 007 558 50 41 04	Permit Related Professional Sr	Development Review Bacari Homes Short Plat Survey	\$788.40
475187	10/21/2020	001 007 558 50 41 04	Permit Related Professional Sr	Development Review Bigun Short Plat	\$799.60
475267	10/21/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Development Review Costco	\$2,389.72
					<b>\$5,575.92</b>

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

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,665.00
					<b>\$2,665.00</b>

**Vendor: Dept of Retirement PERS LEOFF**  
**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$62,612.77
100920S	10/13/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	\$7.90
					<b>\$62,620.67</b>

**Vendor: Dicks Towing Inc**  
**Check Number: 51517**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
E191963	10/21/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-19801	\$126.27
					<b>\$126.27</b>

**Vendor: E&E Lumber Inc**  
**Check Number: 51518**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
171122	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Aluminum Attic Stairs	\$218.55
					<b>\$218.55</b>

**Vendor: EFTPS**  
**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$89,402.51
					<b>\$89,402.51</b>

**Vendor: Electronic Business Machines**  
**Check Number: 51519**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR175666	10/21/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$9.89
AR175666	10/21/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$9.88
AR176791	10/21/2020	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$71.12
AR176791	10/21/2020	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$71.12
AR176791	10/21/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$71.12
AR176791	10/21/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$71.13
					<b>\$304.26</b>

**Vendor: Everett Steel Inc**  
**Check Number: 51520**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
308550	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Steel Plate	\$43.92
					<b>\$43.92</b>

**Vendor: Fastenal Company**  
**Check Number: 51521**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN143228	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Bandsaw Blade/Air Purifying Respirator & Cartridge	\$92.21
					<b>\$92.21</b>

**Vendor: Global Med Industries LLC**  
**Check Number: 51522**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1773070	10/21/2020	001 008 521 20 31 02	LE-Minor Equipment	Sales Tax for Heartstart OnSite AED	\$279.55
1782310	10/21/2020	520 008 594 21 63 00	Vehicles - Capital Equip	HeartStart OnSite AED for PD Vehicle	\$1,083.56
					<b>\$1,363.11</b>

**Vendor: Granite Construction Supply**  
**Check Number: 51523**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
82454	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Truck Decals	\$38.98
					<b>\$38.98</b>

**Vendor: Harbor Freight Tools**  
**Check Number: 51524**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
929117	10/21/2020	101 016 544 90 31 02	ST-Operating Cost	Wood Dolly	\$87.80
929117	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Wood Dolly	\$87.80
929233	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Chain Saw Sharpeners/Wrench Rack/Tire Chuck	\$46.08
					<b>\$221.68</b>

**Vendor: Harbour Homes**  
**Check Number: 51525**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 HARBOR	10/21/2020	003 000 322 10 00 00	Building Permits	Refund Duplicate Pymt - BLD2020-0588 Harbor Homes	\$580.95
					<b>\$580.95</b>

**Vendor: HDR Engineering Inc**  
**Check Number: 51526**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1200296633	10/21/2020	101 016 542 30 41 02	ST-Professional Service	20th St NE & Main St Roundabout Project 20008	\$9,717.70
1200300380	10/21/2020	304 016 595 60 60 05	Trestle/HOV Lane	Engineering Services - 20th Street BAT Lane Impr	\$21,720.65
					<b>\$31,438.35</b>

**Vendor: Honey Bucket**  
**Check Number: 51527**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551750390	10/21/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$123.50
					<b>\$123.50</b>

**Vendor: HRA VEBA Trust YA20192**  
**Check Number: 51486**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$2,229.72
					<b>\$2,229.72</b>

**Vendor: HSA Bank**  
**Check Number: 51487**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	\$456.24
					<b>\$456.24</b>

**Vendor: Iron Mountain Quarry LLC**  
**Check Number: 51528**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0307599	10/21/2020	411 016 594 31 60 04	Callow Road Drainage	Rock - Callow Road Drainage	\$338.84
0307902	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Rock - Frontier Heights	\$230.93
0307903	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Rock - Stitch Road	\$586.21
0307964	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Rock - Stitch Road	\$1,042.35
0308031	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Rock - Frontier Heights	\$178.05
0308032	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Rock - Stitch Road	\$186.00
0308095	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Rock - Frontier Heights	\$182.47
					<b>\$2,744.85</b>

**Vendor: J Thayer Company Inc**  
**Check Number: 51529**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1480514-0	10/21/2020	001 004 514 23 31 00	FI-Office Supplies	Batteries	\$7.02
1480514-0	10/21/2020	001 013 518 20 31 00	GG-Operating Costs	Sealing Tape	\$49.98
1480825-0	10/21/2020	001 008 521 20 31 00	LE-Office Supplies	Envelopes/Pens	\$178.71
1481864-0	10/21/2020	001 004 514 23 31 00	FI-Office Supplies	Headset	\$3.84
1481864-0	10/21/2020	001 007 558 50 31 00	PL-Office Supplies	Steno Book	\$3.58
1481864-0	10/21/2020	001 013 518 20 31 00	GG-Operating Costs	Notes/Flags/Paper	\$50.57
1482660-0	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Lysol Wipes	\$18.51
1483399-0	10/21/2020	001 003 514 20 31 00	CC-Office Supply	Bond Paper	\$63.12
1483399-0	10/21/2020	001 007 559 30 31 00	PB-Office Supplies	Folders	\$60.24
1483399-0	10/21/2020	001 013 518 20 31 00	GG-Operating Costs	Tape/Paper Towels/Batteries	\$76.22
C1480514-0	10/21/2020	001 013 518 20 31 00	GG-Operating Costs	Sealing Tape Credit	(\$49.98)
					<b>\$461.81</b>



**Vendor: Krazan & Associates Inc**  
**Check Number: 51530**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I616908-26402	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Engineering Services - Police Department	\$2,855.00
I617289-26402	10/21/2020	304 016 595 60 60 05	Trestle/HOV Lane	Engineering Services - Trestle HOV/Transit Jump	\$1,790.00
I617301-26402	10/21/2020	301 016 595 30 60 01	20th St SE Phase II Construct	Engineering Services - 20th St SE Phase II	\$8,800.00
I617313-26402	10/21/2020	411 016 594 31 60 00	Decant Facility Project	Engineering Services - Hartford Decant Facility	\$960.00
					<b>\$14,405.00</b>

**Vendor: Kustom Signals Inc**  
**Check Number: 51531**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
578254	10/21/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Assy Charger Universal/Power Cable	\$249.54
					<b>\$249.54</b>

**Vendor: Lake Industries LLC**  
**Check Number: 51532**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
38952	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In - Dry Materials - Yard	\$120.00
38960	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In - Dry Materials - Yard	\$180.00
38987	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Materials - Frontier Heights	\$204.00
39000	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Materials - Frontier Heights	\$72.00
39003	10/21/2020	101 016 544 90 31 02	ST-Operating Cost	Fill Hauled In - Dry Materials - Stitch Rd	\$72.00
39021	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In - Dry Materials - 116th St	\$72.00
					<b>\$720.00</b>

**Vendor: Lake Stevens Police Guild**  
**Check Number: 51488**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,155.00
					<b>\$1,155.00</b>

**Vendor: Lake Stevens Sewer District**  
**Check Number: 51533**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100120 LSSD	10/21/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr Acct 6666-01	\$86.00
100120 LSSD	10/21/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Station Acct 6296-03	\$172.00
100120 LSSD	10/21/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Training Rm Acct 8710-03	\$86.00
100120 LSSD	10/21/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 9902-01	\$86.00
100120 LSSD	10/21/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	\$87.00
100120 LSSD	10/21/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	\$86.00
100120 LSSD	10/21/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	\$172.00
100120 LSSD	10/21/2020	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Acct 6664-01	\$86.00
100120 LSSD	10/21/2020	001 012 575 50 47 00	CS- Pavillion - Utilities	Sewer - The Mill Acct 6810-01	\$172.00
100120 LSSD	10/21/2020	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	\$86.00
100120 LSSD	10/21/2020	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE Acct 3134-03	\$86.00
100120 LSSD	10/21/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Butler Property Acct 6670-02	\$86.00
100120 LSSD	10/21/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Landre Property Acct 6659-02	\$86.00
100120 LSSD	10/21/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	\$122.69
					<b>\$1,499.69</b>



**Vendor: Lake Stevens Sewer District**

**Check Number: 51534**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24859	10/21/2020	301 016 544 40 41 02	17005 - 24th & 91st Ext Design	Engineering Fees 91st Ave SE & 24th St SE	\$6,755.95
					<b>\$6,755.95</b>

**Vendor: Land Development Consultants Inc**

**Check Number: 51535**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21662	10/21/2020	302 010 594 76 61 07	PM - Festival Street	Curbless Festival Street Design	\$1,465.00
21729	10/21/2020	304 016 595 60 60 06	R2 - S. Lake Stevens Road	S Lake Stevens Rd Multi Use Path	\$495.00
21731	10/21/2020	302 010 594 76 61 07	PM - Festival Street	Curbless Festival Street Design	\$17,888.25
21784	10/21/2020	302 010 594 76 61 01	PM - North Cove Capital	North Cove Park Plaza Design - Phase II	\$3,868.75
					<b>\$23,717.00</b>

**Vendor: Law Enforcement Information and Records Assoc**

**Check Number: 51536**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
489	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - NIBRS/Crime Statistics - Barnes	\$50.00
496	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - NIBRS - Beazizo	\$50.00
499	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - NIBRS - Hingtgen	\$50.00
501	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - NIBRS - Miner	\$50.00
503	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - NIBRS - Summers	\$50.00
504	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - NIBRS - Valvick	\$50.00
508	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - NIBRS/Crime Statistics - Thomas	\$50.00
					<b>\$350.00</b>

**Vendor: Lemay Mobile Shredding Inc**

**Check Number: 51537**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4674283	10/21/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	\$29.59
4674286	10/21/2020	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	\$12.33
					<b>\$41.92</b>

**Vendor: Les Schwab Tire Center**

**Check Number: 51538**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40200521872	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	New Tires PW3	\$1,133.12
					<b>\$1,133.12</b>

**Vendor: Method Barricade & Construction Supply LLC**

**Check Number: 51539**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14055	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	Davies Beach Rules Sign/Mill Historial Signs	\$1,096.33
					<b>\$1,096.33</b>

**Vendor: Millerstoultime**

**Check Number: 51540**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
09222025989	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Socket Tray/Sockets/Pliers/Brake Caliper Spreader	\$179.14
09292026248	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Socket Tray/Torque Extension	\$96.47
					<b>\$275.61</b>

**Vendor: Miner**  
**Check Number: 51541**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110420 MINER	10/21/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDeim - Meals Supervising Invest Unit Gig Harbor - Miner	\$174.00
					<b>\$174.00</b>

**Vendor: MJ Neal Associates Architects PLLC**  
**Check Number: 51542**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0720 MJ NEAL PD	10/21/2020	306 000 594 21 60 00	Police Dept Project Account	Police Dept Architectural/Engineering Svcs	\$14,635.00
0720 MJ NEAL PW	10/21/2020	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Redesign Engineering Services	\$1,724.00
0720 MJ NEAL PW	10/21/2020	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Redesign Engineering Services	\$3,448.00
0720 MJ NEAL PW	10/21/2020	411 016 594 31 60 01	SWC - PW Shop Remodel	PW Shop Redesign Engineering Services	\$3,448.00
					<b>\$23,255.00</b>

**Vendor: Motor Trucks International & Idealease Inc**  
**Check Number: 51543**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
ES129698	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Dump Box Repairs/Fuse Repairs PW40	\$851.17
					<b>\$851.17</b>

**Vendor: Nationwide Retirement Solution**  
**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,207.36
					<b>\$4,207.36</b>

**Vendor: New York Life**  
**Check Number: 51489**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	\$199.00
					<b>\$199.00</b>

**Vendor: New York Life EFT**  
**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
100920	10/13/2020	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$19.83
100920	10/13/2020	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$173.27
100920	10/13/2020	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$88.43
100920	10/13/2020	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$121.19
100920	10/13/2020	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$264.78
100920	10/13/2020	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$184.87
100920	10/13/2020	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,483.60
100920	10/13/2020	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$209.95
100920	10/13/2020	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$146.47
100920	10/13/2020	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$416.52
100920	10/13/2020	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$391.35
					<b>\$3,553.25</b>

**Vendor: NMC Franchising LLC**  
**Check Number: 51544**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
164597	10/21/2020	001 007 558 50 41 00	PL-Professional Serv	Janitorial Services - City Hall	\$55.50
164597	10/21/2020	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$55.50

164597	10/21/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	\$495.00
164597	10/21/2020	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$55.50
164597	10/21/2020	001 012 575 50 41 00	CS- Pavillion - Janitorial	Janitorial Services - The Mill	\$183.00
164597	10/21/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$55.50
164597	10/21/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$155.00
164597	10/21/2020	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$55.50
164597	10/21/2020	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$55.50
					<b>\$1,166.00</b>

**Vendor: NOVAtime Technology Inc**

**Check Number: 51545**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SI-083227	10/21/2020	510 006 518 80 49 34	LR - NovaTime	Novatime Annual Maint	\$5,886.00
					<b>\$5,886.00</b>

**Vendor: O Reilly Auto Parts**

**Check Number: 51546**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2757-130362	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Batteries PW56	\$313.47
2960-214470	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Power Polish/Auto Cloth	\$50.11
2960-217188	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Wiper Blades	\$172.77
					<b>\$536.35</b>

**Vendor: On Target Solutions Group Inc**

**Check Number: 51547**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1978	10/21/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Mgmt/Supervision of Invest Units - Miner	\$250.00
					<b>\$250.00</b>

**Vendor: Outcomes by Levy LLC**

**Check Number: 51548**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-09-LS	10/21/2020	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting Sept 2020	\$3,552.00
2020-09-LS	10/21/2020	002 013 518 20 40 00	CV - Professional Services	CV - Legislative/Regulatory Consulting Sept 2020	\$1,248.00
					<b>\$4,800.00</b>

**Vendor: Pacific Topsoils Inc**

**Check Number: 51549**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2-O1072603-01	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Sand - Frontier Heights PO #1787	\$7,357.50
2-O1072604-01	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Sand - Frontier Heights PO #1787	\$7,848.00
2-O1072606-01	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Sand - Frontier Heights PO #1787	\$981.00
2-O1072610-01	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Sand - Frontier Heights PO #1787	\$3,924.00
2-O1072611-01	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Sand - Frontier Heights PO #1787	\$7,848.00
2-O1073209-01	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Sand - Frontier Heights PO #1787	\$9,201.78
2-O1073788-01	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Blower Truck Rental - Frontier Heights PO #1787	\$1,635.00
2-O1073881-01	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Sand - Frontier Heights PO #1787	\$2,452.50
2-O1074160-01	10/21/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Sand - Frontier Heights PO #1787	\$3,052.00
2-O1074161-01	10/21/2020	411 016 594 31 60 04	Callow Road Drainage	Sand - Callow Road	\$3,052.00
2-O1074508-01	10/21/2020	411 016 594 31 60 04	Callow Road Drainage	Topsoil - Callow Road	\$3,204.60
					<b>\$50,556.38</b>

**Vendor: Performance Marine Inc**

**Check Number: 51550**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20387	10/21/2020	001 008 521 21 48 00	LE-Boating Repair & Maint	Balance Due on WO311731 Annual Maint PT45	\$13.41
					<b>\$13.41</b>

**Vendor: Pilchuck Veterinary Hospital**

**Check Number: 51551**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
694534	10/21/2020	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Wellness Exam/Rabies 3-year	\$102.34
					<b>\$102.34</b>

**Vendor: Precision Turf Equipment LLC**

**Check Number: 51552**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12088-45564	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Reciprocating Trimmer	\$656.29
					<b>\$656.29</b>

**Vendor: Public Safety Testing Inc**

**Check Number: 51553**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-0612	10/21/2020	001 008 521 20 41 00	LE-Professional Services	Q3 2020 Recruiting Assistance - Police Officer	\$463.00
					<b>\$463.00</b>

**Vendor: Puget Sound Energy**

**Check Number: 51554**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22339471 1020	10/21/2020	001 012 575 50 47 00	CS- Pavillion - Utilities	Natural Gas - The Mill	\$66.49
24316495 1020	10/21/2020	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$11.96
24316495 1020	10/21/2020	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$11.96
24316495 1020	10/21/2020	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$11.95
3723810 1020	10/21/2020	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$57.77
					<b>\$160.13</b>

**Vendor: Rain Tree & Sea LLC**

**Check Number: 51555**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0021	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	Chalk Sign Artwork Harvest Market	\$152.88
					<b>\$152.88</b>

**Vendor: Republic Services 197**

**Check Number: 51556**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002679910	10/21/2020	001 010 576 80 45 01	PK- Dumpster Service	Waste/Recycle Containers On-Call PW Shop	\$411.16
0197-002679910	10/21/2020	101 016 542 30 45 01	ST-Dumpster Service	Waste/Recycle Containers On-Call PW Shop	\$411.17
0197-002679910	10/21/2020	410 016 531 10 45 00	SW-Dumpster Service	Waste/Recycle Containers On-Call PW Shop	\$411.17
					<b>\$1,233.50</b>

**Vendor: Rexel USA Inc**

**Check Number: 51557**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0U88666	10/21/2020	101 016 544 90 31 02	ST-Operating Cost	Lighting	\$353.78
0V49492	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Lighting/Flashlights/Batteries	\$191.54
					<b>\$545.32</b>

**Vendor: Safety-Kleen Systems Inc**  
**Check Number: 51558**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
83969708	10/21/2020	001 010 576 80 31 00	PK-Operating Costs	Parts Washer Solvent	\$77.21
83969708	10/21/2020	101 016 544 90 31 02	ST-Operating Cost	Parts Washer Solvent	\$77.21
83969708	10/21/2020	410 016 531 10 31 02	SW-Operating Costs	Parts Washer Solvent	\$77.21
					<b>\$231.63</b>

**Vendor: Smarsh Inc**  
**Check Number: 51559**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00621375	10/21/2020	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$698.88
					<b>\$698.88</b>

**Vendor: Snohomish County Planning and Development Svcs**  
**Check Number: 51560**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 PLAN DEV 1	10/21/2020	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Docket Application for Proposed UGA Expansion Area 1	\$1,555.00
					<b>\$1,555.00</b>

**Vendor: Snohomish County Planning and Development Svcs**  
**Check Number: 51561**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 PLAN DEV 2	10/21/2020	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Docket Application for Proposed UGA Expansion Area 2	\$1,555.00
					<b>\$1,555.00</b>

**Vendor: Snohomish County Planning and Development Svcs**  
**Check Number: 51562**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 PLAN DEV 3	10/21/2020	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Docket Application for UGA Expansion Area 3	\$1,555.00
					<b>\$1,555.00</b>

**Vendor: Snohomish County Planning and Development Svcs**  
**Check Number: 51563**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 PLAN DEV 4	10/21/2020	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Docket Application for UGA Expansion Area 4	\$1,555.00
					<b>\$1,555.00</b>

**Vendor: Snohomish County PUD**  
**Check Number: 51564**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100456745	10/21/2020	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	\$17.74
100456745	10/21/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$34.58
100456745	10/21/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$70.35
100456745	10/21/2020	001 012 572 20 47 00	CS- Library-Utilities	200206019 Library Electric	\$196.93
100456745	10/21/2020	001 012 575 50 47 00	CS- Pavillion - Utilities	200206019 The Mill Electric	\$518.89
100456745	10/21/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$121.22
100456745	10/21/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$258.25
100456745	10/21/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$1,993.68
100456745	10/21/2020	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$73.27
100456745	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$119.96
105442252	10/21/2020	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	\$1,129.50
108742196	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$140.17
108746141	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	\$55.33
112032800	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40

121961702	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$85.38
121962144	10/21/2020	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	\$24.65
125283435	10/21/2020	001 012 575 51 47 00	CS- Grimm House Utilities	222484701 Grimm House Electric	\$76.46
131872997	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$60.32
135171597	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
138383164	10/21/2020	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	\$71.35
138384727	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$50.99
148315440	10/21/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$85.18
148315440	10/21/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$60.25
151614989	10/21/2020	001 010 576 80 47 00	PK-Utilities	222625881 8801 Froniter Cir W Water	\$54.56
154860054	10/21/2020	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 - 1819 S Lake Stevens Rd Commercial	\$665.24
158054734	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$11,624.27
158054735	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,470.95
158054736	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
158061214	10/21/2020	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	\$144.26
164447824	10/21/2020	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	\$53.18
164448436	10/21/2020	001 008 521 50 47 00	LE-Facility Utilities	204719082 New PD Station Water/Electric	\$515.38
167667677	10/21/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
167670531	10/21/2020	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$17.17
					<b>\$21,258.44</b>

**Vendor: Sound Equipment Rental & Sales**

**Check Number: 51565**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18252D	10/21/2020	411 016 594 31 60 04	Callow Road Drainage	Dozer Rental - Callow Road	\$5,232.00
18925	10/21/2020	411 016 594 31 60 04	Callow Road Drainage	Excavator Rental - Callow Rd	\$5,520.70
					<b>\$10,752.70</b>

**Vendor: Sound Publishing Inc**

**Check Number: 51566**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH910121	10/21/2020	001 013 518 30 41 01	GG-Advertising	Salary Commission Meeting	\$33.60
EDH910239	10/21/2020	001 013 518 30 41 01	GG-Advertising	CC Special Meeting	\$23.80
EDH910315	10/21/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0138 Hueser New Dock	\$68.60
EDH910693	10/21/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0140 Mecham Final Short Plat	\$68.60
EDH910804	10/21/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0176 Vinhe Hill Estates	\$120.40
EDH910941	10/21/2020	001 007 558 50 41 04	Permit Related Professional Sr	DNS Heusers New Dock	\$85.40
					<b>\$400.40</b>

**Vendor: Sound Security Inc**

**Check Number: 51567**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
988099	10/21/2020	001 013 518 20 31 00	GG-Operating Costs	Prox Fobs	\$24.52
					<b>\$24.52</b>

**Vendor: Springbrook Nursery & Trucking Inc**

**Check Number: 51568**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300555	10/21/2020	411 016 594 31 60 04	Callow Road Drainage	Dump Fees Brush/Stumps	\$12.00
300563	10/21/2020	411 016 594 31 60 04	Callow Road Drainage	Dump Fees Brush/Stumps	\$60.00
					<b>\$72.00</b>

**Vendor: Stericycle Inc**  
**Check Number: 51569**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005272691	10/21/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.36
					<b>\$10.36</b>

**Vendor: Swanson**  
**Check Number: 51570**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102020 SWANSON	10/21/2020	112 012 594 73 63 00	Art - Public Art Acquisition	Restoration of Native Salmon Carvings	\$900.00
					<b>\$900.00</b>

**Vendor: Tandem Services Corp Inc**  
**Check Number: 51571**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15457	10/21/2020	001 010 576 80 45 00	PK-Equipment Rental	Portable Restroom Rental Frontier Heights	\$125.00
15470	10/21/2020	001 010 576 80 45 00	PK-Equipment Rental	Portable Restroom Rental The Timbers Community Park	\$125.00
					<b>\$250.00</b>

**Vendor: Teamsters Local No 763**  
**Check Number: 51490**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,021.00
					<b>\$1,021.00</b>

**Vendor: Teamsters Welfare Trust Dental EFT**  
**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	\$2,476.80
100920	10/13/2020	001 010 576 80 20 00	PK-Benefits	Teamsters Dental Premium-P Stevens	(\$13.76)
100920	10/13/2020	001 013 518 30 20 00	GG-Benefits	Teamsters Dental Premium-P Stevens	(\$13.76)
100920	10/13/2020	101 016 542 30 20 00	ST-Benefits	Teamsters Dental Premium-P Stevens	(\$55.04)
100920	10/13/2020	410 016 531 10 20 00	SW-Benefits	Teamsters Dental Premium-P Stevens	(\$55.04)
					<b>\$2,339.20</b>

**Vendor: Technological Services Inc**  
**Check Number: 51572**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17787	10/21/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Repair PT-16-65	\$27.40
17821	10/21/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Brake Repair/New Tires PT-19-82	\$1,542.79
17873	10/21/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tires/Brake Inspect PT-19-83	\$785.56
					<b>\$2,355.75</b>

**Vendor: The Watershed Co**  
**Check Number: 51573**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-1431	10/21/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Environmental Consulting - 24th St SE Extension	\$9,037.00
					<b>\$9,037.00</b>

**Vendor: Thyssenkrupp Elevator Corporation**  
**Check Number: 51574**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005413184	10/21/2020	001 008 521 50 47 00	LE-Facility Utilities	Monthly Elevator Service 1819 S Lake Stevens Rd	\$817.50
3005413184	10/21/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Monthly Elevator Service 1819 S Lake Stevens Rd	\$817.50
3005434212	10/21/2020	001 008 521 50 47 00	LE-Facility Utilities	Monthly Elevator Service 1819 S Lake Stevens Rd	\$408.75
3005434212	10/21/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Monthly Elevator Service 1819 S Lake Stevens Rd	\$408.75



5001292078	10/21/2020	001 008 521 50 47 00	LE-Facility Utilities	Monthly Elevator Service 1819 S Lake Stevens Rd	\$571.16
5001292078	10/21/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Monthly Elevator Service 1819 S Lake Stevens Rd	\$571.16
					<b>\$3,594.82</b>

**Vendor: TransUnion Risk and Alternative Data Solutions Inc**  
**Check Number: 51575**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4016011-202009-1	10/21/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	\$113.80
					<b>\$113.80</b>

**Vendor: TranTech Engineering LLC**  
**Check Number: 51576**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020004-07	10/21/2020	411 016 594 31 60 05	Catherine Creek/36th St Bridge	Catherine Creek Bridge Monitoring/Replacement	\$13,988.48
					<b>\$13,988.48</b>

**Vendor: ULINE**

**Check Number: 51577**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
125486568	10/21/2020	002 013 518 20 30 00	CV - Supplies	CV - Trash Recepticles for Parks for Increased Sanitation	\$4,464.48
					<b>\$4,464.48</b>

**Vendor: United Rentals North America Inc**

**Check Number: 51578**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
185936041-001	10/21/2020	411 016 594 31 60 04	Callow Road Drainage	Bedding Box/Road Plate - Callow Rd	\$2,399.17
185986651-001	10/21/2020	411 016 594 31 60 04	Callow Road Drainage	Plug Test/Plug Hose Rope w/Guage	\$1,394.16
					<b>\$3,793.33</b>

**Vendor: UPS**

**Check Number: 51579**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42400	10/21/2020	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$17.52
0000074Y42410	10/21/2020	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$28.39
					<b>\$45.91</b>

**Vendor: Vantagepoint Transfer Agents - 108991**

**Check Number: 51491**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$407.26
					<b>\$407.26</b>

**Vendor: Vantagepoint Transfer Agents - 307428**

**Check Number: 51492**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,632.53
					<b>\$2,632.53</b>

**Vendor: Verizon Northwest**

**Check Number: 51580**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9863989251	10/21/2020	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$293.51
9863989251	10/21/2020	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$41.93
9863989251	10/21/2020	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$199.09
9863989251	10/21/2020	001 003 514 20 42 00	CC-Communications	Wireless Phone Service Clerk	\$41.93
9863989251	10/21/2020	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$83.59
9863989251	10/21/2020	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$175.26



9863989251	10/21/2020	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$292.97
9863989251	10/21/2020	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$337.49
9863989251	10/21/2020	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$484.37
9863989251	10/21/2020	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$484.37
9863989251	10/21/2020	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$484.37
					<b>\$2,918.88</b>

**Vendor: Volunteers of America Western Washington**  
**Check Number: 51581**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 VOLUNTEERS	10/21/2020	002 013 518 63 40 00	CV - Grant Pass Thru	CV - CARES Funding Volunteers of America	\$150,000.00
					<b>\$150,000.00</b>

**Vendor: Waeco Construction**  
**Check Number: 51582**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4512	10/21/2020	530 016 594 48 60 00	Purchase Of Capital Equipment	2007 Peterbilt Dump Truck	\$127,500.00
					<b>\$127,500.00</b>

**Vendor: Washington State Dept of Ecology**  
**Check Number: 51583**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-WAR309448-1	10/21/2020	411 016 594 31 60 00	Decant Facility Project	Stormwater Construction Decant Facility Permit FY2021	\$626.14
					<b>\$626.14</b>

**Vendor: Washington State Patrol**  
**Check Number: 51584**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I21001723	10/21/2020	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	\$318.00
					<b>\$318.00</b>

**Vendor: Washington State Support Registry**  
**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$363.50
					<b>\$363.50</b>

**Vendor: Wave Broadband**  
**Check Number: 51585**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103946401-0008415	10/21/2020	001 002 513 11 42 00	AD-Communications	Telephone Service	\$61.61
103946401-0008415	10/21/2020	001 003 514 20 42 00	CC-Communications	Telephone Service	\$123.22
103946401-0008415	10/21/2020	001 004 514 23 42 00	FI-Communications	Telephone Service	\$123.21
103946401-0008415	10/21/2020	001 005 518 10 42 00	HR-Communications	Telephone Service	\$61.61
103946401-0008415	10/21/2020	001 006 518 80 42 00	IT-Communications	Telephone Service	\$184.83
103946401-0008415	10/21/2020	001 007 558 50 42 00	PL-Communication	Telephone Service	\$400.66
103946401-0008415	10/21/2020	001 007 559 30 42 00	PB-Communication	Telephone Service	\$61.61
103946401-0008415	10/21/2020	001 008 521 20 42 00	LE-Communication	Telephone Service	\$2,095.51
103946401-0008415	10/21/2020	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service Museum	\$61.61
103946401-0008415	10/21/2020	001 012 575 50 42 00	CS- Pavillion - Communication	Telephone Service	\$61.61
103946401-0008415	10/21/2020	001 013 518 20 42 00	GG-Communication	Telephone Service	\$246.43
103946401-0008415	10/21/2020	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$354.56
103946401-0008415	10/21/2020	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$354.56
103946401-0008415	10/21/2020	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$0.00
					<b>\$4,191.03</b>

**Vendor: Western Conference of Teamsters Pension Trust**

**Check Number: 51493**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100920	10/13/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,355.96
					<b>\$3,355.96</b>

**Vendor: Willards Pest Control Co**

**Check Number: 51586**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
279925	10/21/2020	001 013 518 20 41 00	GG-Professional Service	Pest Control City Hall	\$118.36
279926	10/21/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	Pest Control Police Dept	\$55.11
279927	10/21/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants Police Dept	\$55.11
					<b>\$228.58</b>

**Vendor: Wynne and Sons Inc**

**Check Number: 51587**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
66404	10/21/2020	410 016 531 10 31 01	SW-Office Supplies	Business Cards - Durpos	\$48.86
66505	10/21/2020	410 016 531 10 31 01	SW-Office Supplies	Business Cards - MacDonald C	\$72.19
66528	10/21/2020	001 004 514 23 31 00	FI-Office Supplies	2000 Window Envelopes	\$281.80
					<b>\$402.85</b>

**Vendor: Ziplly Fiber**

**Check Number: 51588**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 ZIPLY	10/21/2020	001 012 575 30 42 00	CS- Museum - Communications	Telephone Services Museum	\$218.55
1020 ZIPLY	10/21/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$65.55
					<b>\$284.10</b>

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

Tuesday, October 6, 2020, at 7:00 p.m.  
By Remote Participation via Zoom

CALL TO ORDER: 7:00 p.m. by Mayor Brett Gailey

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

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

OTHERS:

---

The meeting was called to order at 7:00 p.m. by Mayor Brett Gailey.

**Action Items**

**Change Order for Project #18021 – US2 Trestle HOV/Transit Trestle Jump Project**

Director Durpos explained that the project area starts approximately 1,000 feet east of the US2 Trestle East Interchange and extends to the west end of the 5-lane widening project (near 91st Avenue SE). The existing 20th Street SE roadway includes two travel lanes and paved shoulders with curb and gutter located along sections of the project corridor. The proposed project improvements would widen pavement, construct sidewalks whenever there is sufficient right of way, provide transit pull-outs, enclose storm drainage facilities, enhance traffic signal controls, install signage and channelization, upgrade ADA ramps, install new street lighting and relocate impacted overhead utilities along the north (westbound) side of 20th Street SE.

The City awarded the project to SRV for the amount of \$1,116,860.00 on July 16, 2020.

The change order is to replace unanticipated existing deficient storm infrastructures within the City's right of way, which was not included in the awarded contract.

Staff is recommending that the Council authorize the Mayor to execute the Change Order 01 with a not to exceed amount of \$163,100.00

**MOTION.** Moved by Councilmember Ewing and seconded by Councilmember Jorstad to authorize the City Manager to execute Change Order 01 with a not to exceed amount of \$163,100.00. The motion passed 7-0-0-0.

**Workshop**

**2021 Preliminary Budget**

Senior Accountant Roundy presented the 2021 budget requests and draft budget to the Council. He further reviewed the upcoming budget calendar with the Council:

- City Council Discussion - October 13, 2020
- City Council Discussion - October 20, 2020
- City Council Discussion - October 27, 2020 (if needed)
- Public Hearing #1 November 10, 2020 (Property Tax Levy)
- Final Public Hearing and November 24, 2020 Budget Adoption

Council and staff reviewed the budget priorities for 2021:

- Continue Revitalization of Downtown/Civic Campus
- Fund Park & Recreation Division
- Maintain High Level of Public Safety
- Continue Investment in Infrastructure to Encourage Economic Development
- Enhance Transportation Funding (TDB)

Council and staff discussed the staffing requests for 2021.

There being no further business the meeting was adjourned at 7:40 p.m.

---

Brett Gailey, Mayor

---

Kelly M. Chelin, City Clerk

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

Tuesday, October 13, 2020  
By Remote Participation via Zoom

CALL TO ORDER: 7:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, MarcusTageant 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, IT Manager Troy Stevens and City Attorney Greg Rubstello

---

**Call to Order:**

The Mayor called the meeting to order at 7:00 p.m.

**Pledge of Allegiance:**

Mayor Gailey led the Pledge of Allegiance.

**Approval of Agenda:**

Councilmember Tageant asked that Action Item J, the Letter Supporting Adoption of a 0.1% Sales Tax for Affordable Housing, be moved to next week's workshop meeting for discussion.

**MOTION.** It was moved by Councilmember Tageant and seconded by Councilmember Petershagen to remove the 0.1% sales tax from tonight's agenda and move it to next week's workshop on October 20, 2020. The motion passed 7-0-0-0.

**Executive Session:**

The meeting recessed to executive session 7:07 p.m.

This was a closed/confidential Session of the Council to discuss Property Acquisition per RCW 42.30.110.1.(b).

The meeting reconvened at 7:17 p.m.

**Roll Call:**

All Councilmembers were present.

**Guest Business:**

Snohomish Health District Presentation -Supporting and Fostering Healthy, Thriving Communities Heather Thomas, Public & Government Affairs Manager

Ms. Thomas presented to the Council. Council engaged in a discussion. Councilmember Frederick urged the community to help in the COVID response by limiting gatherings, wear face masks and to continue to maintain social distancing.

**Citizen Comments:**

Adeline Platts, 10615 15<sup>th</sup> Street SE. Ms. Platts stated that she was 9 years old and requested a sidewalk at SE Lake Stevens Road and SE Davies Road since she believes its unsafe to cross in that location with many people walking to Davies Beach.

Mayor Gailey told Adeline that he had spoke to Public Works Director Durpos and she will be able to help with this project and work with the Public Works Department.

Debbie Gath, 12407 12<sup>th</sup> Street SE. Ms. Gath spoke as the Teamsters representative from Republic Services. She asked the Council what the timeline is for the garbage contract negotiations. She stated that Republic has been with the City for a long time.

Robin McGee. Ms. McGee thanked Ms. Thomas from the Snohomish Health District for her presentation. She asked the Council if they will be considering rent or mortgage assistance for community members that are affected by COVID. She also spoke about a few upcoming fundraisers in the City.

Melissa Knaak. Ms. Knaak thanked Adeline Platts who spoke earlier and the presentation from the Snohomish Health District. She also asked the City to look at a crosswalk on the eastside of 20<sup>th</sup> by the skate park. Lastly, she supports Republic Services.

**Council Business:**

Councilmember Daughtry reported that he attended the Veterans Commission meeting. The commission would like to hold a coffee klatch once a month and a veterans job fair next year.

Councilmember Dickinson reported that the Senior Center has a van to Marysville. She thanked the Snohomish Health District for the presentation.

Councilmember Jorstad reported that she attended the Health Board meeting today and the Snohomish Health District is doing good work.

Councilmember Frederick reported that he attended the last Veterans Commission meeting. He reminded everyone that it's up to each and every one of us to slow COVID. He urged citizens to come become part of the solution.

Councilmember Petershagen urged the Council and staff to stay on top of the issues with the trestle.

Councilmember Tageant reported that he attended the last Park Board. He has been working on issues with the Sewer District. He also reminded people to wear masks and wash their hands.

**Mayor's Business:**

Mayor Gailey reported that there has been movement with the City of Everett on the waterline issues.

### **Consent Agenda:**

**MOTION:** Moved by Councilmember Ewing, seconded by Councilmember Frederick, to approve the consent agenda. The motion passed 7-0-0-0.

The consent agenda included the following:

Vouchers

City Council Workshop Meeting Minutes of September 15, 2020

City Council Regular Meeting Minutes of September 22, 2020

City Council Retreat Meeting Minutes of September 25, 2020

Project # 18008: 20th St SE Phase II – Segment I – Change Order

Washington State Traffic Safety Interagency Agreement

Ordinance 1097 - Comcast Cable Franchise

### **Public Hearing:**

#### **Machias Annexation**

Director Wright explained that the recommendation tonight is to close the public hearing for Machias Industrial Annexation and direct staff to bring back an ordinance annexing the territory upon completion of the Boundary Review Board comment period.

The City Council held a public hearing for the Machias Industrial Annexation on August 25, 2020 continued to October 13, 2020. The City Council approved a revised 60 percent petition on September 22, 2020 through revised Resolution 2020-19. The Snohomish County Assessor's office certified the petition on September 25, 2020. Staff submitted the petition to the Boundary Review Board on September 30, 2020.

On August 16, 2017, the City of Lake Stevens received an annexation petition signed by the property owner representing more than 10 percent of the assessed value in the Machias Industrial Annexation area. The property is approximately 67 acres and 18 parcels totaling over \$7.25 million in value. The annexation would include the right-of-way along Machias Road. Located adjacent to Lake Stevens city limits, the Machias Industrial Annexation area is currently zoned Heavy Industrial. The city adopted land use and zoning designations for its Urban Growth Area with the adoption of Ordinances 1073 and 1074 for its Urban Growth Area. These ordinances designated the subject properties GI (General Industrial) in the City's Comprehensive Plan and Official Zoning Map.

Public meetings were held on April 20, 2017 and September 8, 2017 with subsequent meetings with individual property owners since. The City Council passed Resolution 2017-015 accepting the petition and allowing circulation of the 60 percent petition. The Council approved an updated 10 percent request on August 27, 2019.

At its August 11, 2020 special meeting, City Council approved Resolution 2020-19 authorizing a Notice of Intent to Annex to be submitted to the County and Boundary Review Board (BRB). After the City Council passed Resolution 2020-19, the Snohomish County Assessor's office identified scrivener's errors in the petition and legal description and requested additional certification documentation for the petitioners.

Final action to annex the territory will be brought back to Council following the required 45-day Boundary Review Board comment period. Council would formally annex the territory in late

November or early December by ordinance. After annexing the territory, staff will prepare and send census data to the Office of Financial Management.

Council and staff engaged in a discussion.

Mayor Gailey opened the public hearing for public comment.

Adeline Pratt's (spoke earlier) Dad asked if there was a map of the annexation area. The Mayor answered that there was one on the website for the public to review.

Mayor Gailey closed the public hearing.

**MOTION.** It was moved by Councilmember Daughtry and seconded by Councilmember Jorstad to close the public hearing for the Machias Industrial Annexation. The motion passed 7-0-0-0.

**Action Items:**

**Cares Act Money Distribution Plan**

Mayor Gailey explained that staff is recommending giving \$150,000 of Cares Act money to Volunteers of America for needs in the community including:

Rental assistance  
Mortgage assistance  
Utilities assistance  
Car Repair  
Internet Services  
Emergency Food  
Emergency Shelter

The rest of the CARES Act money (approximately \$300,000) will be given out in small business grants.

Brian Smith, Chief Operating Officer, of Volunteers of America of Western Washington joined the meeting for questions. Council in engaged in a discussion.

Council asked that the small business grants be prioritized to the businesses that have not received a grant.

**MOTION.** It was moved by Councilmember Jorstad and seconded by Councilmember Ewing to give \$150,000 of Cares Act money to Volunteers of America and authorize the Mayor to enter into agreement and give \$300,000 of Cares Act money to small businesses. The motion passed 7-0-0-0.

**Discussion Items:**

**2021 Preliminary Budget**

Senior Accountant Roundy presented the 2021 Capital Budget to the Council. He reviewed the Facilities Capital Program, the Park Capital Program, Transportation Capital Program and Stormwater Capital Projects.

Council and staff engaged in a discussion.



There will be another discussion at the workshop next week on October 20, 2020. Priority discussion items for that workshop will be property taxes, senior center funding and Snohomish Health District funding.

**Adjourn:**

MOTION. Moved by Councilmember Daughtry and seconded by Councilmember Tageant, to adjourn the meeting at 8:26 p.m. The motion passed 7-0-0-0.

---

Brett Gailey, Mayor

---

Kelly M. Chelin, City Clerk



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda  
Date:**

October 27, 2020

**Subject:** Ordering Vehicles for 2021

**Contact  
Person/Department:**

Russ Wright  
Planning & Community  
Development

**Budget  
Impact:**

Permit  
Revenue

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve 2020 order of three vehicles scheduled to be purchased in 2021

---

**SUMMARY/BACKGROUND:**

At its October 20 workshop, Council was supportive of purchasing additional inspection vehicles for Planning and Community Development and Public Works. The cost of all three vehicles would be approximately \$100,000. Eligible funds are available in the restricted permit fund for costs associated with permitting services including inspection vehicles.

Vehicle to be purchased:

1. Replace Chevy Blazer with Ford Escape for Plans Examiner/Inspector;
2. Transfer Ford Escape, purchased with general fund dollars, to Code Enforcement and replace with new Ford Escape for Building Inspector; and
3. Purchase new Ford F150 for Public Works Inspector as the creation of the Capital Project Inspector moved the existing vehicle to this position.

Staff is requesting that Council authorize ordering three vehicles in 2020 for delivery in 2021. The lag time between vehicle order and delivery has been approximately six months. To receive vehicles in a timely manner, we need to order new and replacement vehicles in late 2020.

---

**BUDGET IMPACT:** Approximately \$100,000 from permit revenue

---



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** October 27, 2020

**Subject:** Resolution #2020-24 Authorizing Grant Applications for Guest Moorage at North Cove Park

<b>Contact</b>	Jill Meis, Parks Planning and Development	<b>Budget</b>	City match from
<b>Person/Department:</b>	<u>Coordinator</u>	<b>Impact:</b>	<u>park impact fees</u>

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Resolution 2020-24 for RCO grant applications for Guest Moorage at North Cove Park

**SUMMARY/BACKGROUND:** The Washington State Recreation and Conservation Office (RCO) administers parks & recreation grants for qualifying Washington entities. To protect the investment, RCO requires the elected officials of the city to authorize application for grants. This authorization must be made by resolution and submitted at the time of grant application.

This grant application is consistent with the Parks Chapter of the Comprehensive Plan to increase access to Lake Stevens. The guest moorage will allow boaters to temporarily use the slips at the public pier located in North Cove to access Downtown and North Cove Park for day use.

**APPLICABLE CITY POLICIES:** The City's Parks, Recreation and Open Space Element of the Comprehensive Plan identifies Goals and Policies which are consistent with the intent of this project include:

GOAL 5.1 Provide a high-quality, diversified parks, recreation and open space system that provides recreation and cultural opportunities for all ages and interest groups.

POLICY 5.1.4 Promote balanced lake access for pedestrians and motorized and non-motorized watercraft so all segments of the population can enjoy the lake and have access to its recreational opportunities.

**City Municipal Code Title 3 Revenue and Finance, Section 3.60.040 Acceptance** (b) All monetary and nonmonetary donations with a current value of up to \$5,000 may be approved and accepted for the City by the City Administrator. All donations with a value greater than \$5,000 must be accepted by resolution of the City Council. The City Administrator shall estimate the value of any non-monetary donation not supported by an appraisal, for the purpose of compliance with this section.

**RCW 35A.12.190 Powers of council.** The council of any code city organized under the mayor-council plan of government provided in this chapter shall have the powers and authority granted to the legislative bodies of cities governed by this title, as more particularly described in chapter 35A.11 RCW.

**RCW 35A.11.010 Rights, powers, and privileges.** Each city governed under this optional municipal code, whether charter or non-charter, shall be entitled "City of . . . ." (naming it), and by such name shall have perpetual succession; may sue and be sued in all courts and proceedings; use a corporate seal approved by its legislative body; and, by and through its legislative body, such municipality may contract and be contracted with; may purchase, lease, receive, or otherwise acquire real and personal property of every kind, and use, enjoy, hold, lease, control, convey or otherwise dispose of it for the common benefit.

**BUDGET IMPACT:** City match from park impact fees

**ATTACHMENTS:**

► Exhibit A: Resolution

**CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON**

**RESOLUTION 2020-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, AUTHORIZING AND ENDORSING THE SUBMITTAL OF A 2020 GRANT APPLICATION TO THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE TO FUND GUEST MOORAGE AT NORTH COVE PARK AS OUTLINED IN RCO AUTHORIZATION AND RESOLUTION DOCUMENT ATTACHED AS EXHIBIT 1.**

WHEREAS, the City of Lake Stevens Comprehensive Plan contains goals and policies directing the City to provide adequate parks, open spaces and recreation services to its citizens; and

WHEREAS, the City of Lake Stevens Comprehensive Plan has designated North Cove Park as a Neighborhood Park. Neighborhood parks have a 1-mile service area and attract citizens from across the community. This park type often incorporates passive and active recreational opportunities as well as providing multi-purpose facilities. Neighborhood parks should include permanent restrooms and parking areas; and

WHEREAS, the Comprehensive Plan Goal 5.1 identifies providing high-quality, diversified parks, recreation and open space system that provides recreational and cultural opportunities for all ages and interest groups; and

WHEREAS, the City Council adopted Downtown Subarea Plan: and

WHEREAS, the Downtown draws visitors for shopping and recreating; and

WHEREAS, the Comprehensive Plan goals and policies recognize increased access to the lake as a priority, and opportunities for grants and other funding sources to assist in achieving the identified needs; and

WHEREAS, the City is eligible to apply for RCO grant funds; and

WHEREAS, this Resolution if adopted will authorize and delegate authority to the Mayor to negotiate and contractually bind the City if RCO grant funds are awarded;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:**

**Section 1.** The City Council hereby authorizes and endorses the submittal of RCO grant application to Washington State for funding for guest moorage at North Cove Park, and authorizes the Mayor or Designee to negotiate and contractually bind the City if RCO grant funds are awarded to the City of Lake Stevens as outlined in the RCO Resolution and Authorization attached as Exhibit 1.

PASSED by the City Council of the City of Lake Stevens this 27<sup>th</sup> day of October 2020.

---

Brett Gailey, Mayor

ATTEST:

---

Kelly Chelin, City Clerk



## Applicant Resolution/Authorization

Organization Name (sponsor) \_\_\_\_\_

Resolution No. or Document Name \_\_\_\_\_

Project(s) Number(s), and Name(s) \_\_\_\_\_

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** October 27, 2020

**Subject:** Solid Waste Contract with Waste Management

<b>Contact</b>	Gene Brazel City Administrator	<b>Budget</b>	N/A
<b>Person/Department:</b>	Eric Durpos Public Works Director	<b>Impact:</b>	

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign a solid waste contract with Waste Management for a term of 10 years

**SUMMARY/BACKGROUND:** The City's solid waste contract expires on March 31, 2021. Staff has been negotiating with Waste Management for several months to bring forward a contract that is in the best interest of the city and its residents. The term of the contract is ten (10) years with options to mutually extend the contract for a term not to exceed 3 years. Just a few of the highlights of the new agreement are two annual city-wide clean-ups, disabled veteran discount, .5% franchise fee, and new carts for all residents. Also included in the contract is an annexation clause that would allow newly annexed areas of the city to be serviced under the terms of this agreement rather than remain in the UTC for 7 years. These customers will receive a rate reduction and allow the city to truly have one contract carrier in Lake Stevens which has been a goal of the city for quite some time. The contract also includes a Hiring Preference Clause (sec. 2.11.1.4), this section gives preference to union workers who may be displaced as a result of the city awarding this agreement.

**APPLICABLE CITY POLICIES:** Complies

**BUDGET IMPACT:** .5% Franchise fee brings in approximately \$20,000 annual revenue to the General Fund to assist with administrative cost.

**ATTACHMENTS:**

- ▶ Exhibit A: Solid Waste Contract with proposed rates
- ▶ Exhibit B: Benefits Beyond the curb
- ▶ Exhibit C: Education and Outreach information

## **SOLID WASTE COLLECTION SERVICES AGREEMENT**

This SOLID WASTE COLLECTION SERVICES AGREEMENT (this “**Agreement**”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC., a corporation organized and existing under the laws of the State of Washington (“**WM**”) and the CITY OF LAKE STEVENS, a municipal corporation created under the laws of the State of Washington (the “**City**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “**Effective Date**”), as evidenced by their signatures below.

### **RECITALS**

**WHEREAS** the City desires to provide its residents and businesses with environmentally sound solid waste collection, disposal, processing, and recycling services; and

**WHEREAS** WM and its affiliates have extensive experience in providing solid waste collection, disposal, processing, and recycling services; and

**WHEREAS** the City has determined that it would be in the best interests of its residents and businesses to contract with WM to provide solid waste collection, disposal, processing, and recycling services to the City and to residential and commercial premises, in accordance with the terms and conditions contained herein.

### **AGREEMENT**

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, WM and the City agree as follows:

### **DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the following meanings:

“**Applicable Law**” means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to performance under this Agreement.

“**Bin**” means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from WM.

“**Cart**” means a WM-owned watertight heavy plastic receptacle with a rated capacity of approximately twenty (20), thirty-five (35), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels, that is used for the Collection Services.

“**Carry-Out Service**” means the servicing of Carts by WM that are not placed Curbside by the Single-Family Premises Customer for collection, but rather require WM to enter onto such Customer's property and roll-out or carry-out their Cart to WM's collection vehicle. Customers may request a carry-out service for an additional cost, as set forth in Exhibit A, and such cost is charged based upon the distance from WM's collection vehicle.

“**City Facilities**” means the facilities set forth in Exhibit C of this Agreement, as may be amended from time to time.

“**Collection Services**” means the process by which Solid Waste is removed from Single-Family and Commercial Premises within the Service Area by WM, transported to a transfer, disposal or Processing facility, and subsequently disposed of or Processed.

“**Commencement Date**” means April 1, 2021.

“**Commercial Premises**” means non-Single-Family Premises, and includes Multi-Family Premises and Premises on which business, governmental, religious, or educational activity is conducted; however a business conducted upon a Single-Family Premises which is permitted under applicable zoning regulations, and is not the primary use of the Premises, are excluded.

“**Construction and Demolition Debris**” means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, Dwelling Unit, Single-Family Premises, Commercial Premises or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials (including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials and packaging); but does not include any Unacceptable Waste.

“**Container**” means a Cart, Detachable Container or Drop-Box Container suitable for storage and collection of Solid Waste. For purposes of this Agreement: (i) “**Detachable Container**” means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and having a capacity of not less than one (1) cubic yard or greater than eight (8) cubic yards; and (ii) “**Drop-Box Container**” means an all-metal container having a capacity of ten (10) cubic yards or more, which is loaded onto a specialized collection vehicle. Containers may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from WM.

“**County**” means Snohomish County, Washington.

“**Customer**” means an owner or occupant of Single-Family Premises or Commercial Premises who has the legal right to initiate, cancel or make changes to an account with WM for Collection Services.

“**Dwelling Unit**” means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals; but does not include hotel or motel units.

“**Extra Unit(s)**” means a plastic bag or can containing excess materials that do not fit inside a Customer’s Cart, the size of any such Extra Unit is not to exceed the size of the Customer’s primary Cart (e.g., 35-, 64- or 96-gallons). WM shall charge Customers for any Extra Units it collects, pursuant to the Rates.

“**Food Waste**” means waste composed of animal, fruit or vegetable matter, resulting from food preparation and/or consumption.

“**Garbage**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes including, but not limited to rubbish, cold bagged ashes, industrial wastes, swill, dead small animals

completely wrapped in plastic and weighing less than 15 pounds, and discarded recyclable materials that are placed by Customers in appropriate Containers, including Bins, Carts, bags or cans for collection and disposal by WM. Needles or “sharps” shall be included in the definition of Garbage to the extent these items may be disposed of in accordance with Applicable Law. Garbage shall include Construction and Demolition Debris; but does not include Recyclables, Organic Waste, Hazardous Waste or Unacceptable Waste.

**“Hazardous Waste”** means wastes that are defined as hazardous wastes under federal law, including the federal Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq., and under comparable state laws.

**“Multi-Family Premises”** means any Premises with five (5) or more attached or unattached Dwelling Units, where all such Dwelling Units receive centralized Collection Services and are billed collectively.

**“Organic Waste”** means Food Waste and Yard Debris. Organic Waste excludes any Unacceptable Waste.

**“Overage”** means (i) Solid Waste that exceeds a Container’s intended capacity, such that the lid is lifted by at least 6”, or would be lifted by at least 6” if there was a lid, or (ii) Solid Waste placed on top of or in the immediate vicinity of a Container.

**“Premises”** means any parcel of real property in the Service Area where Solid Waste and/or Recyclables are generated, deposited, accumulated, or otherwise coming to exist.

**“Process”, “Processed” or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, and/or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages, or otherwise prepares, Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and any residue is properly disposed.

**“Rates”** means the costs to be charged to, and paid by, Customers to WM for the Collection Services and other services that WM may provide to Customers, as set forth in the Rate Schedule in Exhibit A of this Agreement, as may be adjusted pursuant to the terms of this Agreement.

**“Recyclables”** means the materials specified in Exhibit B of this Agreement.

**“Service Area”** means (i) the entire area included within the City limits as at the Commencement Date of this Agreement; and (ii) any such additional area as may thereafter become included within the City limits from time to time due to annexation, incorporation or other means, but only from and after the time that WM is lawfully permitted to provide Collection Services to any such additional area.

**“Single-Family Premises”** means Premises in the Service Area with less than five (5) Dwelling Units, where each Dwelling Unit is occupied individually by a renter or owner, receives individual Collection Services and is billed individually.

**“Solid Waste”** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including Garbage, Recyclables and Organic Waste, but excluding any Unacceptable Waste.

**“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to WM pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage or threatened damage to WM’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or WM’s employees. Title to and liability for Unacceptable Waste shall always remain with the generator of such Unacceptable Waste.

**“Yard Debris”** means leaves, grass and clippings of woody, as well as fleshy plants. Unflocked holiday trees are acceptable. Materials larger than 4” in diameter or 4’ in length are excluded. Bundles of Yard Debris up to 2’ x 2’ x 4’ in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags may be used to contain Yard Debris. Shredded paper may be included in Yard Debris Containers.

## **TERMS AND CONDITIONS**

1. **TERM.** The initial term of this Agreement shall be for a period of ten (10) years, commencing on the Commencement Date and, unless sooner terminated in accordance with the provisions of this Agreement, expiring on the same day ten (10) years later. Upon expiration of the initial term, the Parties may, upon mutual written agreement, extend the term of this Agreement for unlimited extension terms, such extension terms not to exceed three (3) years each. Unless otherwise agreed to by the Parties, the Parties shall agree to each extension term at least six (6) months prior to the expiration date of the then-current term, or this Agreement shall terminate on such expiration date.

## **2. COLLECTION SERVICES.**

2.1 **Exclusive Right; Exceptions; Enforcement.** The City hereby grants to WM and WM shall have the exclusive duty, right and privilege to provide Garbage Collection Services, or otherwise handle, Solid Waste from all buildings, structures, places of business, plants, Dwelling Units, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets, restaurants, and other places generated, deposited, accumulated or coming to exist within the Service Area, in accordance with the terms of this Agreement.

Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of any Premises from personally handling, hauling, or transporting wastes generated by or from such Premises for purposes of disposing of any such wastes at an authorized disposal area or transfer station; such wastes may include, but are not limited to, Solid Waste, Hazardous Waste, infectious waste and designated waste, regardless of the source, and Construction and Demolition Debris.

The City shall use good faith efforts to protect and enforce WM’s exclusive rights by its adoption of appropriate ordinances and enforcement of such ordinances against third-party violators. WM may independently enforce the exclusivity provision of this Agreement against third-party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in any such enforcement actions which WM may bring.

Once Solid Waste is placed in a Container at the designated location for collection, or is otherwise set out for collection in an approved manner, title to and responsibility for such materials transfer directly from the generator to WM. Title to Unacceptable Waste shall remain with the generator at all times.

2.2 Annexation. The exclusive areas to be served shall be the Service Area and the City's Urban Growth Area (UGA) as each exist on the Effective Date of this Agreement. Notwithstanding RCW 35.13.280, in the event an area already being served by WM pursuant to Chapter 81.77 RCW is annexed by the City (the "Annexed Area"), such Annexed Area shall be included within the Service Area and WM shall service the Annexed Area under the terms and conditions set forth in this Agreement for a term of ten (10) years from the effective date of the annexation, notwithstanding the term set forth in Section 1 of this Agreement. WM shall have the right in its discretion to cease servicing the Annexed Area after the termination of this Agreement provided that WM provides written notice of its election within NINETY (90) prior to the termination of this Agreement. In consideration of such ten (10) year term (which is longer than the seven (7) year minimum term set forth in RCW 35.13.280 during which the City must permit WM to service the newly annexed area or pay damages to WM), WM expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns, arising out of the termination of any pre-existing permit or other agreement held by WM prior to such annexation, and further, WM specifically waives its right to receive any additional compensation or rights of collection in the newly annexed area.

(a) If the City annexes an Annexed Area already being served by WM pursuant to Chapter 81.77 RCW, the City shall provide written notice WM. In order to allow WM sufficient time to transition its customers in the Annexed Area from service under Chapter 81.77 RCW to service under this Agreement, WM shall commence service to the customers in the Annexed Area beginning on the first calendar day after of the third calendar month after WM's receipt of notice from the City, or as otherwise agreed to be the Parties. (For example, if the City delivers notice to WM on February 15<sup>th</sup>, service under this Agreement would begin on May 1<sup>st</sup>.)

2.3 Mandatory Service. All Single-Family Premises and Commercial Premises within the Service Area shall be required by the City to subscribe and pay for Garbage Collection Services by WM, pursuant to this Agreement. For Customers whose accounts are past due, WM shall be entitled to reduce a Customer's service to a 35-gallon Garbage Cart at the then-current associated Rate.

2.4 Collection Services.

2.4.1.1 Single-Family Premises.

- (i) Carts. WM shall provide each Single-Family Premises Customer with one (1) 96-gallon, 64-gallon, 35-gallon or 20-gallon Cart, at the election of the Customer, designated for Garbage Collection Services and one (1) 96-gallon Cart designated for the Collection of Recyclables. WM may utilize Carts that were distributed to Customers in connection with WM's prior agreement with the City, to satisfy its obligations under this Agreement. WM shall collect any Extra Units left out by Customers for collection and shall charge Customers for any such Extra Units pursuant to the Rates.
- (ii) Cart Replacement. WM shall repair or replace (as determined by WM), at no charge to the Customer or the City, any Cart that becomes damaged or destroyed during WM's performance of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Cart in a Customer's possession is lost, stolen, damaged (including graffiti), or destroyed, unrelated to WM or its performance

of the Collection Services, the Customer shall be responsible for compensating WM for the cost of repair or replacement (as determined by WM) of any such Cart.

- (iii) Schedule and Location of Collection Services. WM shall perform Garbage Collection Services weekly and Recyclables Collection Services every other week, from the curbside from each Customer, on a designated weekday or weekdays to be agreed by WM and the City. Except as otherwise provided in this Agreement, Collection Services shall occur during ordinary hours but in no instance earlier than 7:00 am.

#### 2.4.1.2 Multi-Family and Commercial Premises.

- (i) Containers. WM shall provide each Multi-Family Premises and Commercial Premises with one (1) or more Container(s) designated for the collection of Garbage, the size(s) of which shall be agreed by WM and the Customer, such that all Garbage generated by the Customer is properly contained. Collection service for Recyclables are not included in this Agreement and may be separately negotiated between WM and the Customer. WM may utilize Containers that were distributed to Customers in connection with WM's prior agreement with the City, to satisfy its obligations under this Agreement.
- (ii) Container Replacement. WM shall repair or replace (as determined by WM), at no charge to the Customer or the City, any Container that becomes damaged or destroyed during WM's performance of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in a Customer's possession is lost, stolen, damaged (including graffiti), or destroyed, unrelated to WM or its performance of the Collection Services, the Customer shall be responsible for compensating WM for the cost of repair or replacement (as determined by WM) of any such Container.
- (iii) Schedule and Location of Garbage Collection Services. WM shall perform Garbage Collection Services from Containers at frequencies and locations to be agreed upon by WM and the Customer. Except as otherwise provided in this Agreement, Garbage Collection Services shall occur during ordinary hours but in no instance earlier than 5:00 am.

2.4.1.3 Organic Waste Collection Services. Organic Waste (Yard Debris and Food Waste) shall be collected weekly from the curbside from Customers whom subscribe to Organic Waste Collection Services, on a weekday or weekdays to be agreed by WM and the City. Collection Services shall occur during ordinary hours but in no instance earlier than 7:00 am.

2.4.1.4 Recyclables: The specifications for Recyclables and preparation instructions are set forth in Exhibit B of this Agreement. Recyclables Containers or Carts may not contain non-Recyclables or any excluded materials, as specified in Exhibit B. Carts or Containers containing non-Recyclables may be delivered to

the designated transfer or disposal facility for disposal. WM reserves the right, upon notice to the City, to reclassify Recyclables as non-Recyclables for such time period that the cost to Process, transport and market such materials exceeds their then-current value.

2.5 Contamination; Overage; Overweight.

2.5.1.1 Contamination. WM is not obligated to collect contaminated Containers. For purposes of this Agreement, a Container is contaminated when, based on physical or electronic visual inspection it is: (i) a Recyclables Container containing non-Recyclables, (ii) an Organic Waste Container containing non-Organic Waste, and/or (iii) any Container containing any amount of Unacceptable Waste.

- (i) If WM elects not to collect a contaminated Container, it shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other method of communication.
- (ii) If WM elects to collect a contaminated Container, it may charge the Customer a Contamination Fee, as set forth in Exhibit A. The Contamination Fee may be included on the Customer's regular invoice or billed separately. WM may dispose of the contents of a contaminated Container it elects to collect.
- (iii) If there have been more than four (4) documented instances of a contaminated Container, with any one Customer in a twelve (12)-month period, WM may (i) discontinue Recyclables and/or Organic Waste Collection Services for such Customer and remove their Container(s), (ii) deliver additional or larger Containers, and (iii) charge the Customer for any such additional or larger Container, pursuant to the Rates. After one (1) year the Customer may petition WM to reinstate such service, in which case the Customer must pay any reactivation and Container redelivery fees, pursuant to the Rates.

2.5.1.2 Overage. WM is not obligated to collect Overage, unless caused by WM spillage of non-overloaded Carts and/or Containers during collection.

- (i) If WM elects to collect Overage, it may charge Customers for any such Overages, pursuant to the Rates; provided, however, WM must have photographic evidence of an Overage (which will be provided to the Customer or the City upon request).
- (ii) If there have been more than three (3) instances of Overage in any 12-month period, and WM has photographic evidence of each such instance, WM may increase a Customer's service level (i.e., larger Cart or more frequent service) to mitigate such frequent Overages, and shall bill Customers in accordance with the increased service level, pursuant to the Rates. WM shall notify the City of all occurrences of Overage.

2.5.1.3 Overweight Carts/Containers. WM may elect not to collect any Cart and/or Container that WM reasonably believes to be overweight. A Cart and/or



Container shall be considered “overweight” if the total weight of the Cart or Container, and its contents, exceeds two times the stated capacity of said Cart or Container (e.g. 192 pounds for a 96-gallon Cart). WM shall provide notification to Customers of any such instance of non-collection.

2.6 Temporary Collection Services. WM shall provide temporary Collection Services by Customer request. Such temporary Collection Service applies to Customers who request Collection Service for a duration of less than ninety (90) days, including existing Customers who subscribe to permanent Collection Service who request a Container for a period of less than ninety (90) days. Such temporary Collection Service shall be charged to Customers pursuant to the Rates and WM may charge Customers a deposit in an amount equivalent to the average disposal fee for the Container size requested, such deposit to be paid in advance of any temporary Collection Service. For purposes of clarity, WM shall have the exclusive right to provide temporary Collection Services within the Service Area, except as otherwise provided herein.

2.7 Unsafe Conditions. WM may elect not to perform Collection Services at any locations identified by WM, acting reasonably, where it is impractical to operate WM’s collection vehicles due to the conditions of public streets. WM may also elect not to drive onto private property where driveways or roads do not have adequate turnarounds or if any other unsafe conditions exist.

2.8 Inclement Weather and/or Road Conditions. If weather conditions are such that continued Collection Services would result in danger to WMs’ employees, residents of the City, or property, or if road conditions such as flooding or weight restrictions affect road use, WM shall perform the Collection Services only in areas that do not pose any such dangers or are not subject to any such road use restrictions. WM shall notify the City on the same business day of any areas not serviced. WM shall provide Collection Services to Customers that experienced service interruptions on the Customer’s next scheduled service day. Customers will not be charged for Extra Units on the next Collection Service day so long as any such Extra Units do not exceed double the Customer’s normal service level.

2.9 Dangerous Animals. WM shall not be required to enter any Premises to perform Collection Services while any animal considered, or feared to be, vicious is loose on any such Premises.

2.10 City Services.

2.10.1.1 Collection Services. WM shall provide Collection Services, at no additional cost to the City, for each City Facility, as set forth in Exhibit C.

WM shall purchase and maintain up to four (4) sets of “Bigbelly” compacting Garbage and Recycle on-street receptacles and shall monitor and collect the Containers when full. WM and the City shall mutually agree on specific locations during the transition and implementation period of the initial term of this Agreement.

The City may request to add Collection Services, at no additional cost to the City, for up to three (3) additional City facilities throughout the duration of this Agreement, in addition to the City Facilities set forth in Exhibit C, as at the Commencement Date (as may be amended from time to time). For any further addition(s) of City facilities, beyond the three (3) referenced above, or should the volume of a category of materials generated by the City Facilities increase by 10% or more, beyond the volume existing at the Commencement Date, the

Parties agree to confer in good faith in order to negotiate an appropriate adjustment of the Rates, relating to any such occurrences.

- 2.10.1.2 WM Annual Sponsorship of City Events. In addition to the Collection Services for City Facilities described above, WM shall pay the City a lump sum amount of \$5,000, commencing on the Commencement Date and continuing annually thereafter on each April 1<sup>st</sup>, in support of City events for the duration of this Agreement, including any extensions hereof.
- 2.10.1.3 Annual Clean Up Days. Twice per calendar year, WM shall provide up to twelve (12) 30-yard Containers, at no additional cost to the City, to be placed at a location amenable to the City for purposes of disposal of Solid Waste, recyclable materials, and Yard Debris that are ordinary to a household clean-up effort. The City and WM may negotiate approximate services and acceptable items throughout the Term of this Agreement. Any additional services shall be charged pursuant to the Rates. WM reserves the right to refuse any materials that do not conform to their specifications.
- 2.10.1.4 Emergency Services. WM shall use good faith efforts to provide emergency services, upon the City's request, in the event of major accidents, disruptions, or natural calamities. Emergency services may include, but are not limited to, assistance with collecting, Processing, and disposing of Solid Waste following a major accident, disruption, or natural calamity. WM shall use good faith efforts to respond and provide emergency services within 24-hours of receipt of a request by the City or as soon thereafter as is reasonably practical in light of the circumstances. WM shall be compensated for providing any such emergency services, pursuant to the Rates. If WM cannot provide the requested emergency services, the City shall have the right to procure such emergency services from a third-party.
- 2.11 Operational Standards.
  - 2.11.1.1 Compliance with Applicable Law. WM shall perform the Collection Services in accordance with Applicable Law.
  - 2.11.1.2 Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to perform the Collection Services in a safe and timely manner.
  - 2.11.1.3 Supervision. WM shall be responsible for providing appropriate supervision of its crews, as required, during their performance of the Collection Services.
  - 2.11.1.4 Hiring Preference. For initial hiring under this Agreement, WM and subcontractors shall give hiring preference to any Garbage, Recyclables, or Organic Waste (including yard debris) collection workers who serviced the City routes for the previous hauler at the time that the previous collection contract expired and have been displaced as a result of the City awarding this Agreement, provided that such workers are fully qualified and meet WM's standards for employment. Nothing in this section is intended to create any third-party rights under this Agreement.

Upon the hiring of a displaced collection worker, WM shall be required to keep the displaced worker whole in regard to the workers' pay and benefit accruals earned as of the date of displacement. To the extent application of WM's collective bargaining agreement (if any) would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any required COBRA payment made in order to retain health care coverage during the time period between displacement and when the worker would become eligible for such benefits under WM's bargaining agreement.

2.11.1.5 Holiday Schedule. The Collection Services will not be performed on the following holidays: New Year's Day, Thanksgiving Day and Christmas Day. If a holiday falls on a regularly scheduled collection day, the Collection Services will be performed on the next weekday.

2.11.1.6 Complaints. Any complaints regarding the Collection Services shall be directed to WM. WM agrees to maintain a written log of any oral and/or written complaints it receives from Customers or the public ("**Complaint Log**"). WM shall be responsible for the prompt and courteous attention to and resolution of any such complaints. WM shall respond to complaints, other than missed pickups, within twenty-four (24) business hours. In the event of a missed pickup, WM shall complete the pickup the next business day if a complaint is received by 12:00 p.m. on a collection day or within 48 hours if a complaint is received after 12:00 p.m.

2.11.1.7 Customer Service Website. WM shall provide a customer-friendly website accessible to Customers twenty-four (24) hours per day, seven (7) days per week, containing information specific to the Collection Services, including contact information, collection schedules, material preparation requirements, available services, options, Rates, inclement weather related service changes/updates and other useful information for Customers, including a link to the City's website. The website shall include an email function to enable Customer communication with WM and the ability for Customers to submit change of service requests (billing and new service set up/service cancellation requests *not* included).

2.11.1.8 Community Outreach. WM acknowledges that education and public awareness are essential elements of achieving recycling goals. Accordingly, WM shall keep the public informed of service options and encourage participation by way of an annual service update. WM shall provide on-site or virtual technical assistance to Commercial and Multi-Family Premises Customers upon a request by the City. In addition, WM agrees to facilitate up to four (4) classroom workshops or lunchroom waste audits per calendar year for grades K-12, upon a request by the City. WM agrees to provide recycling education resources to community groups and local elementary schools, upon the City's request, at no cost to the City.

2.11.1.9 Disposal and Recycling. WM shall dispose of Garbage collected under this Agreement to permitted facilities of its choosing, as approved by the Snohomish County Solid Waste Division and Snohomish County Health Department for the Processing or disposal of such materials. WM shall use

good faith efforts to Process Recyclables which are collected by WM and shall use good faith efforts to avoid disposing of such materials in a landfill unless WM has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the most economical means of handling Recyclables or is necessary to avoid damage to its equipment. The disposal of contaminants separated during Processing is acceptable to the extent that it is reasonable and consistent with industry standards.

3. **RECORDKEEPING AND REPORTING.** Upon request, WM shall provide tonnage reports to the City. The City may request monthly or quarterly reports so long as WM is given thirty (30) days to comply with the request. In addition, WM shall, upon reasonable advance notice, allow the City staff access to pertinent operations information related to compliance with WM's obligations under this Agreement, such as disposal facility certified weight slips and vehicle maintenance logs.

4. **THE RATES.**

4.1 The Rates. WM shall charge for Collection Services pursuant to the Rates, as shall be amended from time to time, in accordance with this Agreement. WM may occasionally provide other services related to Solid Waste collection in the City, not specifically provided for under this Agreement. In such event, WM shall bill for any such service(s) performed in accordance with the approved rates under WM's WUTC permit.

4.2 County Disposal Fee. The County disposal fee as it exists as of the Effective Date hereof, or as may be adjusted thereafter, shall be itemized separately on Customer invoices for Customers whom subscribe to Drop-Box Container service. WM shall charge such Customers the actual disposal cost plus fifteen percent (15%) for handling, in order to pass-through WM's actual disposal costs, included in the Rates for Drop-Box Container service.

4.3 Annual Rate Adjustments. Commencing on April 1, 2022 and on every April 1st annually thereafter (the "**Adjustment Date**"), the service portion of the Rates, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for Urban Wage Earners and Clerical Workers: Water and sewer and trash collection services ("CPI") as published by the Bureau of Labor Statistics, not seasonally adjusted, for the 12-month period ending nearest, but at least sixty (60) days prior to, the Adjustment Date. At least thirty (30) days prior to the Adjustment Date, WM shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Annual CPI adjustments shall not be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment.

4.4 Changes in Disposal Fees. Periodic adjustments shall be made to the Rates to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component of the Rates charged to Customers shall be adjusted, based on percentage increase or decrease in disposal fee applied to the disposal components included in Exhibit A of this Agreement. Disposal fee changes shall be effective on the date of the County's implementation, provided that WM has provided Customers 45-days notification.

4.5 Disabled Veteran Single-Family Premises Discount. Eligible Single-Family Premises Customers shall receive a 10% discount on the Rates. To be eligible, Customers must provide WM with written documentation demonstrating at least a 30% disability from the Office of Veterans Affairs (the "VA").

4.6 Extraordinary Rate Adjustments. The Rates under this Agreement are calculated to pay certain costs and expenses that are of a contingent and uncertain nature. Therefore, in addition to the Annual Rate Adjustment, the Rates shall be, upon written request by WM and negotiated in good faith with the City, further adjusted to fully capture increased expenses associated with WM's performance of the Collection Services, including but not limited to any one or more of the following causes:

- (a) Uncontrollable Circumstances (see Section 10);
- (b) Change in Applicable Law that is effective after the Commencement Date of this Agreement; and
- (c) Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to performance of the Collection Services.

If WM requests a Rate adjustment pursuant to this Section, WM shall prepare a Rate adjustment request showing calculations of WM's increased costs/lost revenue and the amount of adjustment to the Rates required, in order to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by WM, and may retain, at its own expense, an independent third-party auditor to review such request and supporting documentation. If a third-party auditor is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential and/or proprietary nature of WM's data. The City and WM shall negotiate in good faith all properly calculated Rate adjustments within ninety (90) days of any such request by WM.

Notwithstanding the foregoing, if WM's request for a Rate adjustment is based upon any new or increased third-party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that any such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

4.7 City Franchise Fee. As consideration for the franchise granted herein and to compensate for the administrative cost of such franchise, WM shall pay to the City on or before the 25<sup>th</sup> day of each month 0.5% of WM's Adjusted Gross Revenues collected from Customers during the preceding month. The term "**Adjusted Gross Revenues**" means any and all revenue or compensation actually collected by WM from Customers under this Agreement, net of Franchise Fees. The term Adjusted Gross Revenues, for purposes of this Agreement, shall not include any: a) revenues generated from non-exclusive services performed by WM, unless third parties who are free to compete for such services with WM are also required by the City to pay the Franchise Fee; b) City, or other federal, state, or local taxes or surcharges; c) any Customer late fees, returned check charges, interest, reactivation charges, or similar charges based on Customer delinquencies; or d) any revenues generated from the sale of Recyclables or any recycling rebates received.

4.8 Changes in Recyclables Markets/Costs: In the event that a change in Applicable Law or a material change in market conditions affecting the Recyclables market occurs, including, but not limited to, a lack of commercially reasonable market availability for a type of Processed Recyclables, changes in market specifications affecting the salability of a type of Processed Recyclables, or changes affecting the recyclability or marketability of a type of Processed Recyclables (each a "**Material Change**"), that results in an increase in processing costs or decrease in commodity values, then the Parties shall negotiate in good faith an adjustment to the then-current Rates. If WM requests a Rate adjustment pursuant to this section, WM shall prepare a rate adjustment request showing calculations of increased processing costs or decreased commodity values and the amount of adjustment to the Rates required in order to offset such increased costs or decreased commodity values. The City may request documentation and data reasonably necessary to evaluate such request by WM, and may retain, at its own

expense, an independent third-party auditor to review such request and supporting documentation. If a third-party auditor is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential and/or proprietary nature of WM's data.

## **5. CUSTOMER SERVICE AND BILLING.**

5.1 Customer Service. WM shall maintain a toll-free customer service telephone number for Customers to call and shall always be available during office hours (Mon-Fri 7:00 a.m. to 7:00 p.m., Sat 9:00 a.m. to 1:00 p.m.), and shall have a sufficient number of English and Spanish-speaking representatives available to handle the volume of Customer calls WM typically experiences for an area comparable in size and population to the Service Area. WM shall provide all customer service functions for Customers, including, but not limited to:

- (a) Answering telephone calls and responding to email requests;
- (b) Informing Customers of current and new services and Rates;
- (c) Handling new service subscriptions and service cancellations;
- (d) Receiving and resolving complaints;
- (e) Billing; and
- (f) Maintaining a current and user-friendly customer service website.

WM shall provide the above services at WM's sole cost, such cost being included in the Rates.

5.2 Customer Billing. WM shall be responsible for all billing functions related to the Collection Services. All Single-Family Premises Customers shall be billed no less than quarterly, and Multi-Family Premises and Commercial Premises Customers shall be billed monthly. Customers may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. WM may bill Customers late payment fees, returned payment fees, NSF check charges, reactivation and redelivery fees, as well as any/all costs associated with bad debt collection, pursuant to WM's then-current Rates. The City will provide reasonable assistance to WM regarding billing and collection of amounts past-due from Customers, which may include timely notification to WM of changes in Customer status (e.g., evictions and move-ins/outs) and modification of municipal ordinances to ensure Customer's adhere to the requirements of this Agreement.

6. **DEFAULT; TERMINATION.** Except for any Uncontrollable Circumstances (see Section 10), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have (i) ten (10) days from the receipt of any such notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure any such breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate this Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation, reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

7. **INDEPENDENT CONTRACTOR.** WM shall perform the Collection Services as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM shall at all times have exclusive control of performance of the Collection



Services. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which WM performs its obligations under this Agreement.

8. **SUBCONTRACTORS.** WM shall not use subcontractors to perform the Collection Services described hereunder unless WM has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. If written approval is obtained, WM shall remain liable to the City for the subcontractor's performance of the Collection Services as if such services were being provided by WM.

9. **PERFORMANCE BOND.** WM must furnish to the City a performance bond, to be approved by the City Attorney, conditioned that WM shall faithfully perform all provisions and terms of this Agreement and pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply WM with provisions and supplies for the carrying on of any work in compliance with this Agreement, which bond shall be signed by the surety contractor or surety and shall be for the amount of Thirty-Five Thousand Dollars (\$35,000.00). Such bond may be for twelve (12) month periods but shall be renewed or replaced on or before each expiration and kept in full force and effect during the duration of this Agreement, including any extensions hereof.

10. **FORCE MAJEURE.** Except for the failure to make payments when due, neither party shall be in default for its failure to perform or delay in performance caused by an uncontrollable circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "**Uncontrollable Circumstances**" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

#### 11. **INDEMNIFICATION.**

11.1 To the fullest extent permitted by law, WM agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of WM's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of its obligations under this Agreement. WM's liability under this Section shall only extend to WM's proportionate share of fault.

11.2 To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of the City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of its obligations under this Agreement. The City's liability under this Section shall only extend to the City's proportionate share of fault.

11.3 Notwithstanding any provision in this Agreement to the contrary, WM shall not be responsible for any damage to driving surfaces resulting from ordinary wear and tear during WM's performance of the Collection Services.

11.4 The indemnification obligations of this Section shall survive the expiration or earlier termination of this Agreement.

12. **INSURANCE.** WM shall maintain, at its own cost and expense, the following minimum limits of occurrence-based insurance during the term of this Agreement:

<b>Policy Type</b>	<b>Amount</b>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Comprehensive General Liability ("CGL")	\$500,000 per occurrence \$1,000,000 aggregate
Automobile Liability (owned and non-owned):	
• Bodily Injury	\$1,000,000 per occurrence
• Property Damage Liability	\$500,000 per occurrence
Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under WM's CGL, Automobile and Excess/Umbrella policies. Prior to the Commencement Date, WM shall deliver to the City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change which restricts or reduces coverage, or the cancellation of any policies for which certificates are issued, shall not be valid unless at least 30 days' written notice of such change or cancellation is provided to the City.

### 13. **GENERAL PROVISIONS.**

13.1 This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

13.2 This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

13.3 All written notification required by this Agreement shall be effective upon receipt and delivered by certified US mail, return receipt requested, overnight delivery by a nationally recognized courier/delivery service, or by hand delivery to the Party's address shown below:

If to WM:                      Area Director, Public Sector Solutions  
720 4<sup>th</sup> Ave, Suite 400  
Kirkland, WA 98033

Copy to:                      Area Legal Counsel  
720 4<sup>th</sup> Ave, Suite 400  
Kirkland, WA 98033

If to the City:                City of Lake Stevens  
Attn: City Administrator  
1812 Main Street



Lake Stevens, WA 98258

13.4 This Agreement may not be assigned or transferred by WM, without the prior written consent of the City. The City may withhold its consent to assignment or transfer of this Agreement in its sole discretion. Notwithstanding the foregoing, WM may assign this Agreement to a subsidiary or corporate affiliate of WM without the prior consent of the City, and this Agreement shall be binding upon the Parties and their respective successors and assigns.

13.5 Time is of the essence in the performance of this Agreement.

13.6 The City specifically reserves municipal authority to enact general municipal ordinances and resolutions affecting all businesses and persons in the City.

13.7 This Agreement constitutes the entire agreement between the Parties. Except as expressly provided herein, no alteration or modification of this Agreement shall be effective unless such modification is in writing and signed by the Parties.

13.8 If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

13.9 In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

13.10 This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or electronically shall be deemed valid execution of this Agreement and binding on the Parties.

\* \* \*

**IN WITNESS WHEREOF**, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

**THE CITY OF LAKE STEVENS, WA**

**WASTE MANAGEMENT OF  
WASHINGTON, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A Rate Schedule

	Service Level	Customers	Pounds Per Unit	Disposal	Service	Total Service Fee
<b>Monthly</b>	One 35 gallon Garbage Cart once per month	193	26.39	\$ 1.39	\$ 15.26	\$ 16.65
<b>Weekly</b>	1 20-gallon Garbage Cart	1025	12.06	\$ 2.74	\$ 16.49	\$ 19.23
<b>Residential</b>	1 35-gallon Garbage Cart	4610	21.11	\$ 4.80	\$ 19.78	\$ 24.58
<b>Curbside</b>	1 64-gallon Garbage Cart	2884	38.60	\$ 8.78	\$ 24.70	\$ 33.48
<b>Service</b>	1 96-gallon Garbage Cart	704	57.90	\$ 13.17	\$ 28.80	\$ 41.97
<b>(includes 1-96gal</b>	Extra Garbage (32 gallon equivalent)	1,116	21.11	\$ 1.11	\$ 3.84	\$ 4.95
<b>Recyclables cart</b>	<b>Miscellaneous Fees:</b>					
<b>collected EOW)</b>	1 35-gallon Organic Waste Cart Weekly Subscription Service					\$ 9.58
	1 64-gallon Organic Waste Cart Weekly Subscription Service					\$ 10.94
	1 96-gallon Organic Waste Cart Weekly Subscription Service					\$ 12.20
	Extra Recyclables (32 gallon equivalent)					\$ 4.95
	Extra Organic Waste (32 gallon bag/bundle/can)					\$ 2.73
	Additional 96-Gallon Organic Waste Cart					\$ 12.20
	Additional 96-Gallon Recyclables Cart					\$ 9.52
	Return Trip					\$ 3.10
	Drive-in Charge, per month					\$ 8.32
	Overweight/Oversize container (per p/u)					\$ 4.00
	Contaminated Recycle Cart					\$ 14.85
<b>Weekly</b>	1 35-gallon Garbage Cart	36	21.11	\$ 4.80	\$ 11.75	\$ 16.55
<b>Commercial</b>	1 64-gallon Garbage Cart	150	38.60	\$ 8.78	\$ 17.97	\$ 26.75
<b>&amp; Multifamily</b>	1 96-gallon Garbage Cart	11	57.90	\$ 13.17	\$ 25.78	\$ 38.95
<b>Cart</b>	Extra Garbage (32-gallon equivalent)		21.11	\$ 1.11	\$ 3.86	\$ 4.97
	<b>Ancillary Fees:</b>					
	Return Trip					\$ 4.50
	Roll-out Charge, per addml 25 ft, per cart, per p/u					\$ 2.93
	Redelivery of carts					\$ 25.33
	Cart Cleaning (per cart per cleaning)					\$ 3.11
	Cart Rental Charge					\$ 1.75
<b>Weekly</b>	1 Cubic Yard Container		330.06	\$ 75.08	\$ 90.12	\$ 165.20
<b>Commercial</b>	1.5 Cubic Yard Container		495.09	\$ 112.62	\$ 121.53	\$ 234.15
<b>Detachable</b>	2 Cubic Yard Container		660.12	\$ 150.17	\$ 153.46	\$ 303.63
<b>Container</b>	3 Cubic Yard Container		990.18	\$ 225.25	\$ 178.67	\$ 403.92
<b>(compacted)</b>	4 Cubic Yard Container	2	1,320.24	\$ 300.33	\$ 207.72	\$ 508.05
	6 Cubic Yard Container		1,980.36	\$ 450.50	\$ 255.61	\$ 706.11
	Service Level		Pounds Per Unit	Disposal	Service	Total Service Fee
<b>Commercial</b>	1 Cubic Yard, 1 pickup/week	24	110.02	\$ 25.03	\$ 55.73	\$ 80.76
<b>Detachable</b>	1 Cubic Yard, 2 pickups/week		110.02	\$ 50.06	\$ 111.46	\$ 161.52
<b>&amp; Multifamily</b>	1 Cubic Yard, 3 pickups/week		110.02	\$ 75.09	\$ 167.19	\$ 242.28
<b>Container</b>	1 Cubic Yard, 4 pickups/week		110.02	\$ 100.12	\$ 222.92	\$ 323.04
<b>(loose)</b>	1 Cubic Yard, 5 pickups/week		110.02	\$ 125.15	\$ 278.65	\$ 403.80
	1.5 Cubic Yard, 1 pickup/week	6	165.03	\$ 37.54	\$ 74.84	\$ 112.38
	1.5 Cubic Yard, 2 pickups/week		165.03	\$ 75.08	\$ 149.68	\$ 224.76
	1.5 Cubic Yard, 3 pickups/week		165.03	\$ 112.62	\$ 224.52	\$ 337.14
	1.5 Cubic Yard, 4 pickups/week		165.03	\$ 150.16	\$ 299.36	\$ 449.52
	1.5 Cubic Yard, 5 pickups/week		165.03	\$ 187.70	\$ 374.20	\$ 561.90
	2 Cubic Yard, 1 pickups/week	34	220.04	\$ 50.06	\$ 89.12	\$ 139.18
	2 Cubic Yard, 2 pickups/week	2	220.04	\$ 100.12	\$ 178.24	\$ 278.36
	2 Cubic Yard, 3 pickups/week		220.04	\$ 150.18	\$ 267.36	\$ 417.54
	2 Cubic Yard, 4 pickups/week		220.04	\$ 200.24	\$ 356.48	\$ 556.72
	2 Cubic Yard, 5 pickups/week		220.04	\$ 250.30	\$ 445.60	\$ 695.90
	3 Cubic Yard, 1 pickup/week	26	330.06	\$ 75.08	\$ 106.43	\$ 181.51
	3 Cubic Yard, 2 pickups/week	6	330.06	\$ 150.16	\$ 212.86	\$ 363.02
	3 Cubic Yard, 3 pickups/week		330.06	\$ 225.24	\$ 319.29	\$ 544.53
	3 Cubic Yard, 4 pickups/week		330.06	\$ 300.32	\$ 425.72	\$ 726.04
	3 Cubic Yard, 5 pickups/week		330.06	\$ 375.40	\$ 532.15	\$ 907.55
	4 Cubic Yard, 1 pickup/week	38	440.08	\$ 100.11	\$ 120.30	\$ 220.41
	4 Cubic Yard, 2 pickups/week	12	440.08	\$ 200.22	\$ 240.60	\$ 440.82
	4 Cubic Yard, 3 pickups/week	12	440.08	\$ 300.33	\$ 360.90	\$ 661.23
	4 Cubic Yard, 4 pickups/week		440.08	\$ 400.44	\$ 481.20	\$ 881.64

	4 Cubic Yard, 5 pickups/week		440.08	\$ 500.55	\$ 601.50	\$ 1,102.05
	6 Cubic Yard, 1 pickup/week	20	660.12	\$ 150.17	\$ 153.46	\$ 303.63
	6 Cubic Yard, 2 pickups/week	8	660.12	\$ 300.34	\$ 306.92	\$ 607.26
	6 Cubic Yard, 3 pickups/week		660.12	\$ 450.51	\$ 460.38	\$ 910.89
	6 Cubic Yard, 4 pickups/week		660.12	\$ 600.68	\$ 613.84	\$ 1,214.52
	6 Cubic Yard, 5 pickups/week		660.12	\$ 750.85	\$ 767.30	\$ 1,518.15
	8 Cubic Yard, 1 pickup/week	28	880.16	\$ 200.22	\$ 181.30	\$ 381.52
	8 Cubic Yard, 2 pickups/week	4	880.16	\$ 400.44	\$ 362.60	\$ 763.04
	8 Cubic Yard, 3 pickups/week		880.16	\$ 600.66	\$ 543.90	\$ 1,144.56
	8 Cubic Yard, 4 pickups/week	8	880.16	\$ 800.88	\$ 725.20	\$ 1,526.08
	8 Cubic Yard, 5 pickups/week	5	880.16	\$ 1,001.10	\$ 906.50	\$ 1,907.60
	1 Cubic Yard Container Rental					\$ 7.89
	1.5 Cubic Yard Container Rental					\$ 8.55
	2 Cubic Yard Container Rental					\$ 8.77
	3 Cubic Yard Container Rental					\$ 11.22
	4 Cubic Yard Container Rental					\$ 12.55
	6 Cubic Yard Container Rental					\$ 14.22
	8 Cubic Yard Container Rental					\$ 17.22
	Extra loose cubic yard in container, per pickup		110.02	\$ 5.78	\$ 12.86	\$ 18.64
	Extra loose cubic yard on ground, per pickup		110.02	\$ 5.78	\$ 22.86	\$ 28.64
	<b>Detachable Container Ancillary Fees (per occurrence):</b>					
	Unlock Container					\$ 2.80
	Stand-by Time (per minute)					\$ 2.05
	Container Cleaning (per yard of container size)					\$ 3.11
	Redelivery of Containers					\$ 25.33
	<b>Service Level (based on pick ups)</b>			<b>Disposal</b>	<b>Service</b>	<b>Total Service Fee</b>
<b>Commercial Drop-box Collection (permanent service)</b>	Non-compacted 10 cubic yard Drop-box per Haul					\$ 145.29
	Non-compacted 10 cubic yard Drop-box Rent					\$ 42.86
	Non-compacted 15 cubic yard Drop-box per Haul					\$ 145.29
	Non-compacted 15 cubic yard Drop-box Rent					\$ 57.10
	Non-compacted 20 cubic yard Drop-box per Haul					\$ 145.29
	Non-compacted 20 cubic yard Drop-box Rent					\$ 67.99
	Non-compacted 25 cubic yard Drop-box per Haul					\$ 145.29
	Non-compacted 25 cubic yard Drop-box Rent					\$ 80.32
	Non-compacted 30 cubic yard Drop-box per Haul					\$ 145.29
	Non-compacted 30 cubic yard Drop-box Rent					\$ 85.58
	Non-compacted 40 cubic yard Drop-box per Haul					\$ 145.29
	Non-compacted 40 cubic yard Drop-box Rent					\$ 104.49
	Compacted 10 cubic yard Drop-box per Haul					\$ 187.70
	Compacted 20 cubic yard Drop-box per Haul					\$ 187.70
	Compacted 25 cubic yard Drop-box per Haul					\$ 187.70
	Compacted 30 cubic yard Drop-box per Haul					\$ 187.70
	Compacted 40 cubic yard Drop-box per Haul					\$ 187.70
	<b>Drop-box Ancillary Fees</b>					
	Return Trip					\$ 32.00
	Stand-by Time (per minute) - minimum of 15 minutes					\$ 2.05
	Redelivery of Containers					\$ 25.33
	Container cleaning (per yard of container size)					\$ 3.11
	Disposal (per ton) - 15% mark up on Snohomish County tip fees					\$ 120.75
	Drop-box directed to other facility - add'l mileage					\$ 3.35
<b>Temporary Collection Hauling</b>			<b>Pounds Per Unit</b>	<b>Disposal</b>	<b>Service</b>	<b>Total Service Fee</b>
	<b>Service Level (per haul)</b>					
	2 Yard detachable Container		220.04	\$ 11.55	\$ 35.68	\$ 47.23
	4 Yard detachable container		440.08	\$ 23.10	\$ 42.88	\$ 65.98
	6 Yard detachable container		660.12	\$ 34.66	\$ 50.52	\$ 85.18
	8 Yard detachable container		880.16	\$ 46.21	\$ 57.01	\$ 103.22
	Non-compacted 10 cubic yard Drop-box					\$ 160.38
	Non-compacted 20 cubic yard Drop-box					\$ 160.38
	Non-compacted 30 cubic yard Drop-box					\$ 160.38
	Non-compacted 40 cubic yard Drop-box					\$ 160.38
	Disposal (per ton) - 15% mark up on Snohomish County tip fees					\$ 120.75
					<b>Delivery Fee</b>	<b>Daily Rental</b>
<b>Temporary Collection Container Rental and Delivery</b>	2 Yard detachable container				\$ 85.32	\$ 1.44
	4 Yard detachable container				\$ 85.32	\$ 1.55
	6 Yard detachable container				\$ 85.32	\$ 1.88
	8 Yard detachable container				\$ 85.32	\$ 2.11
	Non-compacted 10 cubic yard Drop-box				\$ 85.32	\$ 2.39
	Non-compacted 20 cubic yard Drop-box				\$ 85.32	\$ 2.75
	Non-compacted 30 cubic yard Drop-box				\$ 85.32	\$ 3.46
	Non-compacted 40 cubic yard Drop-box				\$ 85.32	\$ 4.30

**EXHIBIT B**  
**Recyclables Specifications**

<b>MATERIAL TYPES</b>	<b>ACCEPTABLE MATERIALS</b>	<b>PREPARATION INSTRUCTIONS</b>	<b>EXCLUDED MATERIALS</b>
<b>Paper</b>	<ul style="list-style-type: none"> <li>Office paper, copy paper, construction paper, file folders, note paper, computer paper, brochures</li> <li>Newspaper, advertisements and paper inserts</li> <li>Magazines and inserts</li> <li>Catalogs</li> <li>Cardboard</li> <li>Direct mail and paper inserts</li> <li>Envelopes</li> <li>Paper bags</li> <li>Cereal, cookie and cracker boxes</li> <li>Paper towel tubes</li> <li>Toilet paper tubes</li> <li>Tissue boxes</li> <li>Non-foil wrapping paper</li> <li>Kraft paper bags or boxes</li> <li>Paper envelopes containing plastic windows</li> </ul>	<p>All materials must be dry.</p> <p><b><u>Remove any:</u></b></p> <ul style="list-style-type: none"> <li>Plastic bags (exterior or interior)</li> <li>Plastic packaging</li> <li>Metal</li> <li>Electronics</li> <li>Magnets</li> <li>Twine</li> <li>Straws</li> <li>Lids</li> <li>Food and/or liquids</li> </ul>	<ul style="list-style-type: none"> <li>Shredded paper</li> <li>Paper envelopes lined with bubble wrap</li> <li>Insulation liners or envelopes made from plastic (Tyvek)</li> <li>Laminated paper</li> <li>Stickers/labels</li> <li>Photos</li> <li>Carbon paper</li> <li>Receipts</li> <li>Paper affixed to magnets</li> <li>Hot or cold cups</li> <li>Pet food bags</li> <li>Mixed material bags</li> <li>Wet and/or soiled paper</li> <li>Paper with large amounts of paint and/or glue</li> <li>Frozen food boxes</li> <li>Juice boxes</li> <li>Milk cartons</li> <li>Ice cream containers</li> <li>Aseptic containers, e.g. soup, broth, soymilk, almond milk</li> </ul>
<b>Cardboard</b>	<ul style="list-style-type: none"> <li>Cardboard boxes</li> <li>Cardboard packaging</li> <li>Cardboard beverage containers</li> </ul>	<ul style="list-style-type: none"> <li>All materials must be dry</li> <li>Flatten all cardboard</li> <li>Remove all interior packaging, e.g. block foam, packing peanuts and exterior plastic wrap</li> <li>Do not bundle with tape or twine (external tape is acceptable)</li> <li>Place any oversized cardboard next to Cart/Container</li> </ul>	<ul style="list-style-type: none"> <li>Waxed cardboard</li> </ul>

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
<b>Metal</b>	<ul style="list-style-type: none"> <li>Tin, aluminum and/or steel food and/or beverage containers</li> </ul>	<ul style="list-style-type: none"> <li>Remove all exterior packaging</li> <li>Remove lids</li> <li>Empty of all food and/or liquids or other debris</li> <li>Labels do not need to be removed</li> </ul>	<ul style="list-style-type: none"> <li>Aluminum foil and/or trays</li> <li>Sharp and/or greasy metal</li> <li>Scrap metal</li> <li>Batteries</li> <li>Microwaves</li> <li>Electrical cords</li> <li>Cell phones</li> <li>Vehicle snow chains</li> <li>Aerosol cans</li> </ul>
<b>Plastic Bottles</b>	<ul style="list-style-type: none"> <li>PET/PETE bottles</li> <li>HDPE bottles/jugs</li> </ul>	<ul style="list-style-type: none"> <li>Remove lids</li> <li>Remove straws</li> <li>Empty of all food and/or liquids or other debris</li> <li>Labels do not need to be removed</li> </ul>	<ul style="list-style-type: none"> <li>Plastic bags</li> <li>Plastics items #3-#7</li> <li>Food and/or beverage containers</li> <li>Dairy tubs, e.g. butter, yogurt, cottage cheese</li> <li>Cups</li> <li>Rigid flowerpots</li> <li>5-gallon buckets</li> <li>Plastic film</li> <li>Diapers</li> <li>Plastic bottles that contained HHW listed materials</li> <li>Deli, bakery and produce clamshell containers</li> <li>Loose lids, any size</li> <li>Plant trays</li> <li>PVC</li> <li>Large rigid plastic, e.g. outdoor furniture, laundry baskets, swimming pools, toys</li> <li>Hoses</li> <li>Landscaping/sprinkler tubing</li> </ul>
<b>Other</b>	Not applicable	Not applicable	<ul style="list-style-type: none"> <li>Shredded paper</li> <li>Fabric (textiles)</li> <li>Carpet</li> <li>Wire</li> <li>Rope</li> <li>Chains</li> <li>Christmas lights</li> <li>Wood</li> <li>Glass of any kind</li> </ul>

**EXHIBIT C**  
**City Facilities**

<b>Facility Name</b>	<b>Site Address</b>	<b>Service Level as at the Commencement Date</b>
City Hall	1812 Main St	
Library	1804 Main St	
Police Department	2211 Grade Rd	
Public Works	2306 131st	
Parks	1812 Main St	
Decant Facility	12703 31 <sup>st</sup> PI NE	



## The WM Difference

Current Services	New 10-year Contract	Benefits
<b>Residential Rates</b> <ul style="list-style-type: none"> <li>WM area = UTC rates</li> <li>Republic = Contract rates</li> </ul>	<b>NEW!</b> <ul style="list-style-type: none"> <li>Rate relief for residents</li> <li>Disabled veteran discount</li> </ul>	<ul style="list-style-type: none"> <li>Rate relief offered with new services</li> <li>10% discount for veterans with 30% or greater disability</li> </ul>
<b>Service Frequency</b> <ul style="list-style-type: none"> <li>Garbage: Weekly for all</li> <li>Recycle: <ul style="list-style-type: none"> <li>WM – EOW 96gal cart</li> <li>Republic – Weekly 64gal cart</li> </ul> </li> <li>Yard Waste: <ul style="list-style-type: none"> <li>WM – Weekly year-round</li> <li>Republic – Weekly Mar-Nov, EOW Dec-Feb</li> </ul> </li> </ul>	<b>NEW!</b> <ul style="list-style-type: none"> <li>Garbage: Weekly</li> <li>Recycle: EOW 96gal cart</li> <li>Yard Waste: Weekly year-round</li> </ul>	<ul style="list-style-type: none"> <li>Year-round service reduces customer confusion on winter yard waste schedule</li> <li>Increased default cart size for recycle</li> </ul>
<b>Cans and Carts</b> <ul style="list-style-type: none"> <li>Customer owned cans, contractor provided carts in use throughout city <ul style="list-style-type: none"> <li>WM ~ 675 customer owned</li> <li>Republic ~ 1,175 customer owned</li> </ul> </li> <li>Republic – Rental fee for garbage cart</li> </ul>	<b>NEW!</b> <ul style="list-style-type: none"> <li>WM provided carts to be used for primary service.</li> <li>No cart rental fees for residents</li> </ul>	<ul style="list-style-type: none"> <li>Lower cost for the residents due to increased efficiency</li> <li>Increased safety for our customers and drivers</li> <li>More convenient for customers; WM will repair/replace carts due to normal wear and tear</li> </ul>
<b>Trucks</b> <ul style="list-style-type: none"> <li>10-year-old diesel trucks</li> </ul>	<b>NEW!</b> <ul style="list-style-type: none"> <li>Compressed Natural Gas (CNG) trucks</li> <li>Fueled with Renewable Natural Gas (RNG) recovered from our landfill</li> </ul>	<ul style="list-style-type: none"> <li>Lower greenhouse gas emissions</li> <li>Noise reduction – CNG engines are quieter than diesel</li> <li>A cleaner, greener fleet for Lake Stevens!</li> </ul>

EOW = Every Other Week



## Benefits Beyond the Curb

New 10-year Contract	Description	Benefits
<b>Annexation of UGA areas</b>	<ul style="list-style-type: none"> <li>Customers in the current UGA areas are serviced by WM</li> <li>Upon annexation into the City, these customers will receive services at the current rates of the new contract</li> </ul>	<ul style="list-style-type: none"> <li>Allows residents and businesses in the annexed areas to receive benefits of the new contract right away</li> <li>Ensures unified services to all residents and businesses in the City with one hauler</li> </ul>
<b>Annual Clean Up Events</b>	<ul style="list-style-type: none"> <li>Two annual clean up events coordinated by WM and City</li> <li>12 drop boxes for recycle, yard waste and garbage provided for each event</li> </ul>	<ul style="list-style-type: none"> <li>Allows residents to dispose of unwanted household garbage, recyclables and yard waste for cleaner, greener city</li> </ul>
<b>Community Involvement</b>	<ul style="list-style-type: none"> <li>Annual contribution of \$5,000 to support community events, such as: Aquafest, Music by the Lake, and Movies in the Park</li> <li>Donation for a community garden with WM Bagsters and up to 100 yards of compost</li> <li>Continued membership in Lake Stevens Chamber of Commerce</li> </ul>	<ul style="list-style-type: none"> <li>WM will support and engage the community through key sponsorships</li> <li>Closing the composting loop – WM will provide compost for a community garden</li> <li>WM is a silver sponsor and active member in the Chamber</li> <li>WM contract manager is chair of the Chamber's Event Committee</li> </ul>
<b>Bigbelly Containers</b>	<ul style="list-style-type: none"> <li>WM will provide 4 sets (1 garbage and 1 recycle in each set) of smart, solar-powered waste and recycling compactors</li> </ul>	<ul style="list-style-type: none"> <li>Alerts are sent to WM collection crews when the container is near full and ready to be collected</li> <li>Clean, green street containers and that provide greater e-connectivity</li> </ul>
<b>Education and Outreach</b>	<ul style="list-style-type: none"> <li>Up to 4 classroom workshops or lunchroom waste audits for grades K-12 per year</li> <li>WM education booth at up to 3 events per year</li> <li>On-site or virtual visits for multi-family and commercial customers</li> <li>Recycle education resources for community groups and schools</li> <li>Materials available in English and Spanish</li> </ul>	<ul style="list-style-type: none"> <li>Education programs will help to increase diversion and reduce recycling contamination</li> <li>Recycle guide and collection calendar available in English and Spanish</li> <li>All materials are transcreated and translated to be culturally relevant</li> <li>See WM outreach flyer for more details</li> </ul>
<b>Updated Contract Terms</b>	<ul style="list-style-type: none"> <li>10-year contract with mutual extensions</li> <li>Service to City Facilities</li> </ul>	<ul style="list-style-type: none"> <li>Contract language reflects current market trends and best practices</li> <li>Service reliability and stability</li> </ul>



## Waste Management Outreach– City of Lake Stevens

### Education and Outreach

WM's experienced outreach team was awarded Recycler of the Year by the Washington State Recycling Association in both 2020 and 2019 for our innovative outreach work. We are excited to bring our award-winning education programs to the new Lake Stevens contract. We focus on keeping residents and businesses informed on how to reduce waste and recycle right. Our creative approach and comprehensive toolkit ensure recycling education is accessible to everyone.

### Classroom workshops and lunchroom waste audits for grades K-12

Our WM public education and outreach team are experts in reducing waste at schools and educating students on recycling right. The Solid Waste Association of North America presented the local WM outreach team with the Silver Excellence Award for Youth Education Programs in 2017. We meet with students and staff to lead cafeteria waste audits and identify areas for improvement in the waste program, and then help develop a step-by-step plan to increase recycling and decrease cross-contamination. Action plans may include:

- Hands-on recycling workshops for students and staff
- Implementation of a composting program to divert food scraps from the landfill
- Virtual or in-person tours of the Cascade Recycling Center
- Recommendations on waste bin placement and signage

In 2019, our team met onsite with staff at Zion Lutheran School. While assessing the contents of their recycling dumpster, we noticed recyclables were being put into plastic bags. After learning about the importance of keeping recyclables loose, the school switched to a bagless recycling program. This significant transition ensures their materials can be sorted at the recycling center and make it to their next best use.



*A student green team at Mark Twain Elementary audits cafeteria waste (left) and creates new 3-D signs to educate fellow students (right).*

### Onsite or virtual visits for multifamily and commercial customers

As part of our new contract, WM outreach staff will provide technical assistance to any interested Lake Stevens business or multifamily property manager. We educate about the “3 C’s” to recycling success – 1) ensuring sufficient container capacity, 2) clear signage, and 3) convenient garbage and recycling containers. Our customized recycling education plans are designed to educate staff or residents with recycling 101 trainings and more!

Our team went door-to-door at Cardinal Estates in 2019 to educate residents and hand out recycle guides. With COVID-19, we now also offer the flexibility of remote consultations through our WM eConnect outreach program that includes videos, webinars, email templates, and customized trainings.

## Special Events

In addition to our annual \$5,000 contribution to the City, our WM outreach team will engage with Lake Stevens residents at community events. Our recycle information station allows residents to ask their toughest recycling questions and learn about ways to reduce waste at home, school, and work; while our games, prizes and free educational resources are designed to engage even our youngest recyclers.

In 2019, we attended Harvest Fest with a real WM truck, where trick-or-treaters could honk the horn and get a closer peek at how the truck operates. We also hosted an education booth at both Music by the Lake events. With current public health directives banning large public gatherings, most of the events in 2020 have been canceled. We look forward to seeing you 'round the lake again, when it is safe to do so.



*WM outreach staff explains the recycling guidelines to a resident at Music by the Lake (left). Trick-or-Treaters pose by the WM truck at Harvest Fest.*

## Additional Resources Available

### Recycling education resources for community groups and schools

WM has an extensive toolkit of hands-on activities, videos, and worksheets to help schools, clubs, and youth groups go green. WM also has a complete K-5 curriculum for educators with engaging activities, lessons, and take-home handouts for families. Learn more here: [Wm.com/RecyclingResources](https://www.wm.com/RecyclingResources)

### Recycling Guides available in 9 languages

WM is committed to providing recycling education that is accessible for all residents. One way we do this is by *transcreating* our recycling fliers into nine languages. Transcreation means our guides include images of products that are relevant and meaningful to members of that community. This extra step beyond a simple language translation ensures we are providing culturally appropriate materials.

### Cascade Recycling Center Tours

Ever wonder what happens to your recycling? Lake Stevens residents, businesses, and community groups have the opportunity to find out through free tours of our Cascade Recycling Center (CRC) in Woodinville. Recyclables collected from Lake Stevens are brought to the CRC, one of three WM-owned, high-tech regional material recovery facilities. Tours offer the chance to safely see and learn about the facility up-close. Guests learn what is included in the Lake Stevens recycling program and the importance of keeping contaminants, such as plastic bags, out of recycling bins. Through educational efforts like these, WM and the City will achieve diversion goals and sustainability in our community.



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 10/27/2020

**Subject:** Ordinance 1098 Amending LSMC 2.76.030

**Contact**

**Person/Department:** Anya Warrington/Human Resources

**Budget Impact:** N/A

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:**

Approve Ordinance 1098 amending LSMC 2.76.030 Additional Employee Benefits and Policies

---

**SUMMARY/BACKGROUND:** The current Lake Stevens Municipal Code Section 2.76.030 provides that the City has adopted, and will from time to time adopt, personnel policies and procedures which establish vacation, holiday, sick leave and other benefits for City employees; and that personnel policies shall be proposed by the Mayor or City Administrator and approved by City Council. Personnel procedures designed to implement personnel policies shall be approved by the Mayor, or City Administrator pursuant to the executive authority provided by the Mayor.

The City of Lake Stevens' Employee Handbook was adopted in November 2019. In order to meet the ever-evolving employment laws, working conditions, and policy recommendations from legal counsel, it is necessary for Human Resources to review and provide recommendations for updating our Employee Handbook as necessary. Staff is requesting that the Mayor and City Administrator be authorized to update the Employee Handbook with policy and procedure changes unrelated to salary and benefits. Any Employee Handbook changes related to salary and benefits would be brought to Council for approval prior to implementation.

---

**APPLICABLE CITY POLICIES:** The Employee Handbook; City of Lake Stevens Municipal Code Section 2.76.030 Additional Employee Benefits and Policies.

---

**BUDGET IMPACT:** N/A

---

**ATTACHMENTS:**

► Exhibit A: Ordinance 1098

**CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON**

**ORDINANCE NO. 1098**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON  
AMENDING LAKE STEVENS MUNICIPAL CODE (LSMC) SECTION 2.76.030  
CONCERNING EMPLOYEE BENEFITS AND POLICIES; PROVIDING FOR  
SEVERABILITY, SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY  
AND AN EFFECTIVE DATE.**

WHEREAS, the City of Lake Stevens is a non-charter optional municipal code city operating under the Mayor – council plan of government in Chapter 35A.12 RCW; and

WHEREAS, the city council at the request of the mayor desire to clarify the roles of the council, mayor and city administrator in the development and approval of personnel benefits and policies; now, therefore,

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

**Section 1.** Lake Stevens Municipal Code section 2.76.030 is hereby amended to read as follows (additions shown in underline):

**2.76.030 Additional Employee Benefits and Policies.**

~~The City acknowledges that it has adopted, and will from time to time adopt, personnel policies and procedures which establish vacation, holiday, sick leave and other benefits for City employees. Personnel policies and procedures may also regulate employee activities. Personnel policies shall be proposed by the Mayor or City Administrator and approved by the City Council. Personnel procedures designed to implement personnel policies shall be approved by the Mayor, or City Administrator pursuant to the executive authority provided by the Mayor. Personnel policies and procedures shall apply to all City Employees unless preempted by a collective bargaining agreement with the City.~~

A. The mayor and city administrator are hereby authorized to publish and, from time to time, amend a manual of personnel regulations. These regulations shall represent an extension of the mayor's statutory authority to direct the day-to-day operations of the city under the auspices of the city administrator and the mayor and city administrator may, in their discretion, vary from the specific application of the rules if they deem it to be in the best interest of the city. Such rules and regulations shall govern the day-to-day activities of employees, provided, however, that the city council reserves to itself the sole right to approve salaries and benefits which effect the budget in the course of the annual adoption of the city's budget. Such rules and regulations shall also yield in the event of conflict to any contrary provision of collective bargaining agreement, ordinance, individual written contract as approved by the city council, or civil service rule.

B. Personnel policies that relate to wages and benefits shall be submitted to the city council for review and approval, with the mayor and designees authorized, directed and empowered to develop administrative policies, procedures, rules, forms and materials that are consistent with the personnel policies in order to implement the human resources system of the City. Said policies and procedures shall comply with all related state and federal laws, as well as City ordinances and resolutions.

**Section 2. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 3. 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 and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this 27<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

First and Final Reading: \_\_\_\_\_, 2020

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Greg Rubstello, City Attorney



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council**

**Agenda Date:** October 27, 2020

**Subject:** Letter Supporting Adoption of a 0.1% Sales Tax for Affordable Housing

**Contact** Anji Jorstad, Councilmember  
**Person/Department:**

**Budget** \$0 to  
**Impact:** implement

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** **Update for 10/27/20 Meeting:**  
**Review draft letter to Snohomish County Council. At the October 20, 2020 workshop, Council discussed drafting a new letter to the Snohomish County Council and that letter has been prepared for Council review.**

---

**SUMMARY/BACKGROUND:** During the 2019 Regular Session of the Washington State Legislature, Substitute House Bill 1406 was passed, which authorized local governments to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities that provide supportive housing. This tax is credited against state sales tax already collected within Lake Stevens and does not result in higher sales and use taxes within the city limits. On April 14, 2020, the City Council adopted Ordinance 1082 authorizing a sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406. At the time of its adoption, Council as a member of the Snohomish County Affordable Housing Consortium, expressed support to pool funding received under SHB and provide affordable housing within the service area of member cities.

As a follow-up measure the legislature passed HB 1590 in 2020, which allows a county or city legislative authority to impose the local sales and use tax for housing and related services by councilmanic action, rather than vote by a proposition. A minimum of 60 percent of revenues collected must be used for constructing affordable housing and facilities providing housing-related services, constructing mental and behavioral health-related facilities, or funding the operations and maintenance costs of newly constructed affordable housing, facilities providing housing-related services, or evaluation and treatment centers. The Bill Summary is attached as Exhibit A.

The Alliance for Affordable Housing is requesting that member cities provide their formal support to request that the County adopt a 0.1% sales tax for affordable housing through councilmanic action. A draft letter is attached as Exhibit B.

---

**APPLICABLE CITY POLICIES:** Comprehensive Plan Housing Element

---

**BUDGET IMPACT:** None

---

**ATTACHMENTS:**

- Exhibit A House Bill 1590 Summary
- Exhibit B Draft Letter

CERTIFICATION OF ENROLLMENT

**HOUSE BILL 1590**

Chapter 222, Laws of 2020

66th Legislature  
2020 Regular Session

AFFORDABLE HOUSING SALES AND USE TAX--COUNCILMANIC AUTHORITY

EFFECTIVE DATE: June 11, 2020

Passed by the House March 9, 2020  
Yeas 52 Nays 44

LAURIE JINKINS

**Speaker of the House of  
Representatives**

Passed by the Senate March 6, 2020  
Yeas 27 Nays 21

CYRUS HABIB

**President of the Senate**

Approved March 31, 2020 10:44 AM

JAY INSLEE

**Governor of the State of Washington**

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **HOUSE BILL 1590** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

**Chief Clerk**

FILED

March 31, 2020

**Secretary of State  
State of Washington**



---

HOUSE BILL 1590

---

AS AMENDED BY THE SENATE

Passed Legislature - 2020 Regular Session

**State of Washington                      66th Legislature                      2019 Regular Session**

**By** Representatives Doglio, Dolan, Macri, Cody, Gregerson, Wylie, Appleton, Robinson, Ormsby, Frame, and Davis

Read first time 01/24/19.                      Referred to Committee on Housing, Community Development & Veterans.

1            AN ACT Relating to allowing the local sales and use tax for  
2 affordable housing to be imposed by a councilmanic authority; and  
3 amending RCW 82.14.530.

4            BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5            **Sec. 1.** RCW 82.14.530 and 2015 3rd sp.s. c 24 s 701 are each  
6 amended to read as follows:

7            (1)(a)(i) A county legislative authority may submit an  
8 authorizing proposition to the county voters at a special or general  
9 election and, if the proposition is approved by a majority of persons  
10 voting, impose a sales and use tax in accordance with the terms of  
11 this chapter. The title of each ballot measure must clearly state the  
12 purposes for which the proposed sales and use tax will be used. The  
13 rate of tax under this section may not exceed one-tenth of one  
14 percent of the selling price in the case of a sales tax, or value of  
15 the article used, in the case of a use tax.

16            (ii) As an alternative to the authority provided in (a)(i) of  
17 this subsection, a county legislative authority may impose, without a  
18 proposition approved by a majority of persons voting, a sales and use  
19 tax in accordance with the terms of this chapter. The rate of tax  
20 under this section may not exceed one-tenth of one percent of the



1 selling price in the case of a sales tax, or value of the article  
2 used, in the case of a use tax.

3 (b) (i) If a county (~~((with a population of one million five~~  
4 ~~hundred thousand or less has not imposed))~~ does not impose the full  
5 tax rate authorized under (a) of this subsection (~~((within two years~~  
6 ~~of October 9, 2015))~~ by September 30, 2020, any city legislative  
7 authority located in that county may (~~(submit))~~ :

8 (A) Submit an authorizing proposition to the city voters at a  
9 special or general election and, if the proposition is approved by a  
10 majority of persons voting, impose the whole or remainder of the  
11 sales and use tax rate in accordance with the terms of this chapter.  
12 The title of each ballot measure must clearly state the purposes for  
13 which the proposed sales and use tax will be used;

14 (B) Impose, without a proposition approved by a majority of  
15 persons voting, the whole or remainder of the sales and use tax rate  
16 in accordance with the terms of this chapter.

17 (ii) The rate of tax under this section may not exceed one-tenth  
18 of one percent of the selling price in the case of a sales tax, or  
19 value of the article used, in the case of a use tax.

20 (~~((ii) If a))~~ (iii) A county with a population of greater than  
21 one million five hundred thousand (~~((has not imposed the full))~~ may  
22 impose the tax authorized under (a) (ii) of this subsection (~~((within~~  
23 ~~three years of October 9, 2015, any city legislative authority))~~ only  
24 if the county plans to spend at least thirty percent of the moneys  
25 collected under this section that are attributable to taxable  
26 activities or events within any city with a population greater than  
27 sixty thousand located in that county (~~((may submit an authorizing~~  
28 ~~proposition to the city voters at a special or general election and,~~  
29 ~~if the proposition is approved by a majority of persons voting,~~  
30 ~~impose the whole or remainder of the sales and use tax rate in~~  
31 ~~accordance with the terms of this chapter. The title of each ballot~~  
32 ~~measure must clearly state the purposes for which the proposed sales~~  
33 ~~and use tax will be used. The rate of tax under this section may not~~  
34 ~~exceed one-tenth of one percent of the selling price in the case of a~~  
35 ~~sales tax, or value of the article used, in the case of a use tax))~~  
36 within that city's boundaries.

37 (c) If a county imposes a tax authorized under (a) of this  
38 subsection after a city located in that county has imposed the tax  
39 authorized under (b) of this subsection, the county must provide a  
40 credit against its tax for the full amount of tax imposed by a city.

(d) The taxes authorized in this subsection are in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county for a county's tax and within a city for a city's tax.

(2)(a) Notwithstanding subsection (4) of this section, a minimum of sixty percent of the moneys collected under this section must be used for the following purposes:

(i) Constructing affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services; or

(ii) Constructing mental and behavioral health-related facilities; or

(iii) Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

(b) The affordable housing and facilities providing housing-related programs in (a)(i) of this subsection may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:

(i) Persons with (~~mental illness~~) behavioral health disabilities;

(ii) Veterans;

(iii) Senior citizens;

(iv) Homeless, or at-risk of being homeless, families with children;

(v) Unaccompanied homeless youth or young adults;

(vi) Persons with disabilities; or

(vii) Domestic violence survivors.

(c) The remainder of the moneys collected under this section must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.

(3) A county that imposes the tax under this section must consult with a city before the county may construct any of the facilities authorized under subsection (2)(a) of this section within the city limits.

(4) A county that has not imposed the tax authorized under RCW 82.14.460 prior to October 9, 2015, but imposes the tax authorized

1 under this section after a city in that county has imposed the tax  
2 authorized under RCW 82.14.460 prior to October 9, 2015, must enter  
3 into an interlocal agreement with that city to determine how the  
4 services and provisions described in subsection (2) of this section  
5 will be allocated and funded in the city.

6 (5) To carry out the purposes of subsection (2)(a) and (b) of  
7 this section, the legislative authority of the county or city  
8 imposing the tax has the authority to issue general obligation or  
9 revenue bonds within the limitations now or hereafter prescribed by  
10 the laws of this state, and may use, and is authorized to pledge, up  
11 to fifty percent of the moneys collected under this section for  
12 repayment of such bonds, in order to finance the provision or  
13 construction of affordable housing, facilities where housing-related  
14 programs are provided, or evaluation and treatment centers described  
15 in subsection (2)(a)(iii) of this section.

16 (6)(a) Moneys collected under this section may be used to offset  
17 reductions in state or federal funds for the purposes described in  
18 subsection (2) of this section.

19 (b) No more than ten percent of the moneys collected under this  
20 section may be used to supplant existing local funds.

Passed by the House March 9, 2020.

Passed by the Senate March 6, 2020.

Approved by the Governor March 31, 2020.

Filed in Office of Secretary of State March 31, 2020.

--- END ---

## DRAFT LETTER

Date

Snohomish County Council  
3000 Rockefeller Ave. M/S 609  
Everett, WA 98201

The City of Lake Stevens has been an active member of the Alliance of Affordable Housing since its inception in 2013. Through its legislative authority, Lake Stevens has been proactive and supported housing diversity and affordability by adopting many zoning tools to promote equitable housing choices in the community. The City has participated in Snohomish County Tomorrow and the Puget Sound Regional Council to support smart and equitable growth through the Puget Sound region. The City has also been a member of Technical Advisory Committee and participated in the review of project development of affordable housing projects and social services.

On April 14, 2020, the City Council adopted a local ordinance authorizing a sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406 and agreed to have these funds administered by the Snohomish County Affordable Housing Consortium to provide affordable housing within the service area of member cities to ensure that funds were available in the most appropriate locations to serve the broadest need.

In 2020, the State Legislature passed House Bill 1590 which allows a county or city legislative authority to impose the local sales and use tax for housing and related services by councilmanic action, rather than vote by a proposition. The City of Lake Stevens City Council continues to support the need for dedicated funding to address the regional affordable housing crisis; however, the potential of adding a new tax right now, gives the Council pause for the following reasons:

1. Timing of the tax with the County and Nation facing financial uncertainty due to the impacts of the COVID-19 health crisis;
2. Overall tax fatigue by the community as seen by voters repeatedly not supporting new taxes and levies for a variety of purposes;
3. How would this benefit Lake Stevens and individual cities; and
4. What is the impact to vulnerable communities such as senior citizens on fixed incomes.

The City could support the initiative if specific safeguards are put in place listed below.

1. Adding a sunset clause on the tax. For example, imposing the tax for a defined period of time (5 to 10 years) and after that time reevaluate the efficacy of the tax.
2. Maximizing the proportion going to actual development costs or direct services above the minimum 60 percent and limiting the proportion going to overhead and administration.
3. Ensuring that all participating cities have the ability to review and comment on projects benefitting from the proceeds.
4. Providing a system of accountability describing the effectiveness of the tax and funded projects on an annual basis.

Sincerely,

Brett Gailey, Mayor on behalf of the Lake Stevens City Council



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** October 27, 2020

**Subject:** Multifamily Tax Exemption Code Amendment

**Contact** Sabrina Gassaway, Associate Planner  
**Person/Department:** \_\_\_\_\_

**Budget** none  
**Impact:** \_\_\_\_\_

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:**

Adopt Resolution 2020-23 to Adopt Target Areas

---

**Background:**

The Lake Stevens City Council has expressed interest in participating in the State multifamily tax exemption program. The multi-family tax exemption (MFTE), though RCW 84.14, is an incentive that cities can offer to developers that encourages the construction of market rate housing and affordable multifamily housing in predesignated targeted areas.

Staff has briefed the Planning Commission and City Council to gather input related to the required target areas and perspectives on what the city's requirements should be as the city considers adoption of this program. This includes the minimum unit creation and the consideration of one or both durations: an 8-year exemption and or a 12-year exemption. Projects in target areas that plan to build market rate multifamily units are eligible for the eight years and those that construct 20% of those units as low to moderate income, are eligible for the 12-year exemption. The financial impact on the city would be derived from the property taxes that the city collects on the residential units. Per the City's current Levy this would equal approximately one dollar per \$1,000 dollars of assessed value annually. In the case of a mixed-use project with a multifamily and commercial component the exemption would only apply to the multifamily portion of the project. The goal of this amendment would be to promote diverse housing options in Lake Stevens through the incentivizing multifamily projects.

**Target Areas for MFTE:**

As part of the MFTE program the city, by resolution, must designate target areas for the multifamily tax exemption program. During a City council workshop on the 1<sup>st</sup> of September, Council voiced an interest in expanding the target areas beyond what staff proposed to planning commission on August 5<sup>th</sup> enabling future projects to use the exemption to the greatest extent possible. Staff reviewed the city's most recent buildable lands report and identified pockets of land within the city that could be included as additional target areas. Revised maps including areas that could benefit from the program in the future are included.

These revised maps were presented to the Planning Commission. The Planning Commission had

concerns with some areas siting lack of public transit options, personal services, and critical areas in the vicinity, specifically in the Lundeen and North Grade road proposed target areas. Staff has reviewed the RCW requirements for the Target areas considering the Planning Commission comments and removed the North Grade area as a target area and modified the Lundeen target area.

**Draft MFTE Program:**

In compliance with RCW 84.14, the city's draft code provides a framework for an application process, requirements for demolition of existing structures, eligibility criteria, and reporting requirements. Based on the feedback received from the Planning Commission and City Council staff has included both the 8 and 12-year options and included a minimum unit creation as an eligibility criterion. In addition, staff has included displacement protections for existing residents in compliance with the goals of the city's Comprehensive Plan. Staff originally proposed to have the MFTE code amendment split between Title 3 *Revenue and Finance* and Title 14 *Land Use* of the Lake Stevens municipal code. After further research and drafting of the code amendment, staff has determined that placing the entirety of the code amendment within Title 3 yields a more consolidated and user-friendly code. Planning Commission provided no additional feedback on the draft code amendment.

**Next Steps:**

Staff has included a draft of the code amendment and an updated Target Area Map for City Council's review. Council may adopt the target areas by resolution and schedule a public hearing to formally adopt the target areas and associated Multifamily Tax Exemption code amendment.

**ATTACHED:**

1. Draft Code Amendment
2. Target Areas Map
3. Resolution No. 2020-23

## **Chapter 3.27 Multifamily Tax Exemption**

### **3.27.010 Purpose**

### **3.27.020 Definitions**

### **3.27.030 Designation of residential targeted area**

### **3.27.040 Designated residential target areas.**

### **3.27.050 Application Procedures**

### **3.27.060 Application review and issuance of conditional certificate**

### **3.27.070 Application procedures for final certificate**

### **3.27.080 Annual compliance review**

### **3.27.090 Cancellation of tax exemption**

### **3.27.100 Cancellation of tax exemption**

### **3.27.110 Appeals to hearing examiner**

### **3.27.010 Purpose.**

It is the purpose of this chapter to encourage increased residential housing, including affordable housing opportunities, keeping with the goals and mandates of the Growth Management Act (Chapter 36.70A RCW) to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multifamily housing in urban centers having insufficient housing opportunities.

### **3.27.020 Definitions.**

*"Affordable housing"* means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low- or moderate-income households.

*"Department"* means the City of Lake Stevens Department of Planning and Community Development.

*"Household"* means a single person, family, or unrelated persons living together. "Household annual income" means the aggregate annual income of all persons over eighteen years of age residing in the same household.

*"Low-income household"* means a single person, family, or unrelated persons living together whose adjusted income is at or below eighty percent of the median household income adjusted for household size for the county where the project is located, as reported by the United States Department of Housing and Urban Development. If Snohomish County is designated a high-cost area under RCW



84.14.010, “low-income household” means a household that has an income at or below one hundred percent of the median household income adjusted for household size for Snohomish County.

“*Moderate-income household*” means a single person, family, or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median household income adjusted for household size for the county where the project is located, as reported by the United States Department of Housing and Urban Development. If Snohomish County is designated a high-cost area under RCW 84.14.010, “moderate-income household” means a household that is more than one hundred percent, but at or below one hundred fifty percent, of the median household income adjusted for household size for Snohomish County.

“*Owner*” means the property owner of record.

“*Multifamily housing*” Means a building or project having four or more dwelling units that are not designed or used as transient accommodations, not including hotels and motels, and designed for permanent residential occupancy resulting from new construction, rehabilitation or conversion of a vacant, underutilized or substandard building to multifamily housing.

“*Permanent residential occupancy*” means multifamily housing that provides either owner-occupant housing or rental accommodations that are leased for a period of at least one month on a nontransient basis. This excludes accommodations that offer occupancy on a transient basis such as hotels and motels that predominately offer rental accommodations on a daily or weekly basis.

“*Owner*” or “*Property owner*” means the property owner of record.

“*Target Area*” means the areas within or coterminous with the city’s urban center as defined in this chapter that have been designated by the city council as the residential targeted area in accordance with this chapter and Chapter 84.14 RCW as found by the city council to be lacking sufficient available, convenient, attractive, livable, and desirable residential housing to meet the needs of the public.

“*Urban center*” means a compact identifiable district where urban residents may obtain a variety of products and services including, but not limited to, shops, offices, banks, restaurants, governmental agencies, transit service, and a mixture of uses and activities that may include housing, recreation, cultural activities, commercial or office uses.

### **3.27.030 Designation of residential targeted area**

Following notice and public hearing as prescribed in RCW 84.14.040, the city council may designate all of or a portion of the residential targeted area described in the notice of hearing as the residential targeted area. The designated targeted area must meet the following criteria:

- a) The targeted area is located within the urban center as determined by the city council;
- b) The targeted area lacks sufficient available, attractive, convenient, desirable, and livable residential housing to meet the needs of the public who would be likely to live in the urban center, if such places to live were available;
- c) Providing additional housing opportunity in the targeted area will assist in achieving the stated purposes of RCW 84.14.007, namely:

1. Encourage increased residential opportunities within the targeted area of the city of Lake Stevens; or
  2. Stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multifamily housing that will increase and improve residential opportunities within the city's urban centers;
- d) In designating the residential targeted area, the city council may consider other factors, including, but not limited to, which additional housing in the targeted area will attract and maintain a significant increase in the number of permanent residents, whether additional housing in the targeted area will help revitalize the city's urban center, whether an increased residential population will help improve the targeted area and whether an increased residential population in the targeted area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020; and
- e) The notice for the hearing has met the requirements of RCW 84.14.040.

### **3.27.040 Designated residential target areas.**

The boundaries of the designated residential target areas are located within the urban centers listed below, and as indicated on the maps in Exhibit 1 of this chapter.

- a) Downtown  
(map figure)
- b) Lake Stevens Center  
(map figure)
- c) 20<sup>th</sup> Street  
(map figure)
- d) Lundeen  
(map figure)
- e) Soper Hill  
(map figure)

### **3.27.50 Project Eligibility Standards and Guidelines.**

A proposed project must meet the following requirements to be considered for a property tax exemption:

- a) *Location.* The project must be located within one of the residential targeted areas designated in LSMC 3.27.040. If a part of any legal lot is within a designated residential targeted area, then the entire lot shall be deemed to lie within such residential targeted area. Property located outside of, but adjacent to, the described areas is not designated as a residential targeted area.
- b) *Size.* The project must include at least four (4) dwelling units of multifamily housing within a residential structure or as part of a mixed-used development. For the rehabilitation of existing occupied multifamily projects, at least four additional residential units must be added except when the project has been vacant for twelve (12) consecutive months or more.

- c) *Permanent residential housing.* At least fifty (50) percent of the space must provide permanent residential occupancy, as defined in LSMC 3.27.020.
- d) *Proposed completion date.* The project must be scheduled for completion within three years from the date of issuance of the conditional certificate.
- e) *Compliance with Guidelines and Standards.* The project shall be designed to comply with the city's comprehensive plan, applicable development regulations, design standards and applicable building and housing code requirements.
- f) *Affordable housing.* Projects intended for rental occupancy seeking a 12-year tax exemption pursuant to LSMC 14.44.100(3)(b) of this section shall provide 20 percent of the multi-unit housing as follows:
  - 1. Affordable housing units shall be available to households whose adjusted income is at or below 80 percent of the current median family income adjusted for family size for Snohomish County.
  - 2. The mix and configuration of housing units used to meet the requirement for affordable units under this chapter shall be substantially proportional to the mix and configuration of all other housing units in the project.
- g) *Tenant Displacement.* Property proposed to be rehabilitated must fail to comply with one or more standards of the applicable adopted state or local building or housing codes. If the property proposed to be rehabilitated is not vacant, an applicant must provide each existing tenant housing for comparable size, quality and price and a reasonable opportunity to relocate.
- h) *Owner Occupancy.* In the case of projects intended exclusively for owner occupancy, the affordable housing requirement means residential housing that is within the means of low- or moderate-income households.
- i) The applicant must enter into a contract with the City under which the applicant has agreed to the implementation of the project on terms and conditions satisfactory to the City outlined in LSMC 3.27.

### **3.27.50 Application Procedures**

A property owner who wishes to propose a project for a multifamily property tax exemption shall comply with the following procedures:

- a) Prior to the application of any building permit, the applicant shall submit an application with the department of Planning and Community Development, on a form provided by the department along with required application fees.
- b) A complete application shall contain such information as the planning director or designee may deem necessary or useful, and shall include:
  - 1. A brief written description of the project and preliminary schematic site and floor plans of the multifamily units and the structure(s) in which they are proposed to be located setting forth the grounds for the exemption;

2. A brief statement setting forth the grounds for qualification for exemption;
3. A statement from the owner acknowledging the potential tax liability when the project ceases to be eligible under this chapter;
4. Information describing how the applicant shall comply with the affordability requirements of this chapter;
5. Verification by oath or affirmation of the information submitted by the applicant.

For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve months prior to filing the application and shall secure from the city verification of property noncompliance with applicable codes.

### **3.27.060 Application review and issuance of conditional certificate.**

The planning director may certify as eligible an application which is determined to comply with the requirements of this chapter. A decision to approve or deny an application shall be made within ninety days of receipt of a complete application. An application may be approved subject to such terms and conditions as deemed appropriate by the planning director to ensure the project meets the land use regulations of the city.

- a) Approval. If an application is approved by the planning director, the approval, together with a contract between the applicant and the city regarding the terms and conditions of the project, signed by the applicant, shall be signed by the planning director or designee. Once the contract is fully executed, the planning director shall issue a conditional certificate of acceptance of tax exemption. The conditional certificate expires three years from the date of approval unless an extension is granted as provided in this chapter.
  1. The applicant shall record, at the applicant's expense, the contract with the county assessor within ten (10) days of contract execution and provide the city with a conforming copy.
- b) Extension of Conditional Certificate. The conditional certificate may be extended by the planning director for a period not to exceed 24 consecutive months. The applicant must submit a written request stating the grounds for the extension, accompanied by a non-refundable processing fee. An extension may be granted if the planning director determines that:
  1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner;
  2. The owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
  3. All conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.
- c) Denial of Application. If the application is denied, the planning director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten days of the denial. An applicant may appeal a denial to the hearing examiner by filing

a written appeal within thirty days of notification by the city to the applicant the application is denied. The appeal will be based upon the record made before the planning director with the burden of proof on the applicant to show that there is no substantial evidence on the record to support the planning director's decision. The decision of the hearing examiner in denying or approving the application is final.

### **3.27.70 Application procedures for final certificate**

Upon completion of the improvements provided in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a final certificate of tax exemption. The applicant must file with the planning director or designee such information as the director or designee deems necessary to evaluate eligibility for the final certificate and shall include:

- a) A statement of expenditures made with respect of each multifamily housing unit and the total expenditures made with respect to the entire property;
- b) A description of the completed work and a statement that the improvements qualify for the exemption;
- c) Within thirty days of receipt of all materials required for a final certificate, the planning director shall determine whether the improvements satisfy the requirements of this chapter;
- d) If applicable, a statement that the project meets affordable housing requirements of this chapter.

### **3.27.080 Application review and issuance of final certificate**

Within thirty (30) days of receipt of all materials required for an application for final certificate, the Planning director or designee shall determine whether a final certificate should be issued. The planning Director determination shall be based on whether the improvements and the affordability of units satisfy the requirements of this chapter, the requirements and findings of RCW 84.14.060, and are consistent with the approved contract.

- a) Approval. If the Director or designee determines that the project qualifies for the exemption, the Director or designee shall issue a final certificate of tax exemption. The property owner or agent must record the final certificate with the county assessor within ten (10) days of the expiration of the thirty-day period provided in this section.
- b) Denial. The Director or designee shall notify the applicant in writing within ten (10) days of the expiration of the thirty (30) day period provided in this section that the final certificate will not be issued if it is determined that:
  - 1. The improvements were not completed within three years of issuance of the conditional certificate, or any authorized extension of the time limit;
  - 2. The improvements were not completed in accordance with the contract between the applicant and the city;
  - 3. The owner's property is otherwise not qualified under this chapter.

4. If applicable, the affordable housing requirements of this chapter have not been met; or
  5. The owner and the city manager cannot come to an agreement on the allocation of the value of improvements allocated to the exempt portion of the rehabilitation improvements, new construction and multi-use new construction.
- c) Within thirty days of notification by the city to the owner of the planning director's denial of a final certificate of tax exemption, the applicant may file a written appeal with the hearing examiner specifying the factual and legal basis for the appeal.

### **3.27.090 Annual compliance review**

- a) Within thirty days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter, for the tax exemption period, the property owner shall file a notarized declaration with the planning director indicating the following:
1. A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the previous year;
  2. certification that the property continues to be in compliance with the contract with the city;
  3. A description of any subsequent improvements or changes to the property; and
  4. If applicable, that the property has been in compliance with the affordable housing requirements of this chapter.
- b) City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.
- c) The city shall annually report by December 31st of each year to the Washington State Department of Commerce information as set forth in RCW [84.14.100\(2\)](#).

### **3.27.100 Cancellation of tax exemption.**

If at any time the planning director determines the owner has not complied with the terms of the contract or with the requirements of this chapter, or that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the **tax** exemption, the **tax** exemption shall be canceled and additional taxes, interest and penalties imposed pursuant to state law. This cancellation may occur in conjunction with the annual review or at any other time when noncompliance has been determined. If the owner intends to convert the **multifamily** housing to another use, or, if applicable, the owner intends to discontinue compliance with the affordable housing requirements as required in this chapter, or any other condition to exemption, the owner must notify the planning director and the Snohomish County assessor within sixty days of the change in use or intended discontinuance. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalties imposed pursuant to state law.

- a) Effect of Cancellation. If a tax exemption is canceled due to a change in use or other noncompliance, the Snohomish County assessor shall comply with applicable state law to

impose additional taxes, interest and penalties on the property, and a priority lien may be placed on the land, pursuant to state law.

- b) Notice and Appeal. Upon determining that a tax exemption is to be canceled, the planning director shall notify the property owner by certified mail, return receipt requested. The property owner may appeal the determination by filing a notice of appeal with the hearing examiner within thirty days, specifying the factual and legal basis for the appeal. The hearing examiner will conduct a hearing at which the applicant and the city will be heard and all competent evidence received. The hearing examiner will affirm, modify, or repeal the decision to cancel the exemption based on the evidence received.

### **3.27.110 Appeals to hearing examiner.**

A. The city's land use hearing examiner is hereby provided jurisdiction to hear appeals of the decisions of the Director or Designee under this chapter. Said appeals shall be as follows:

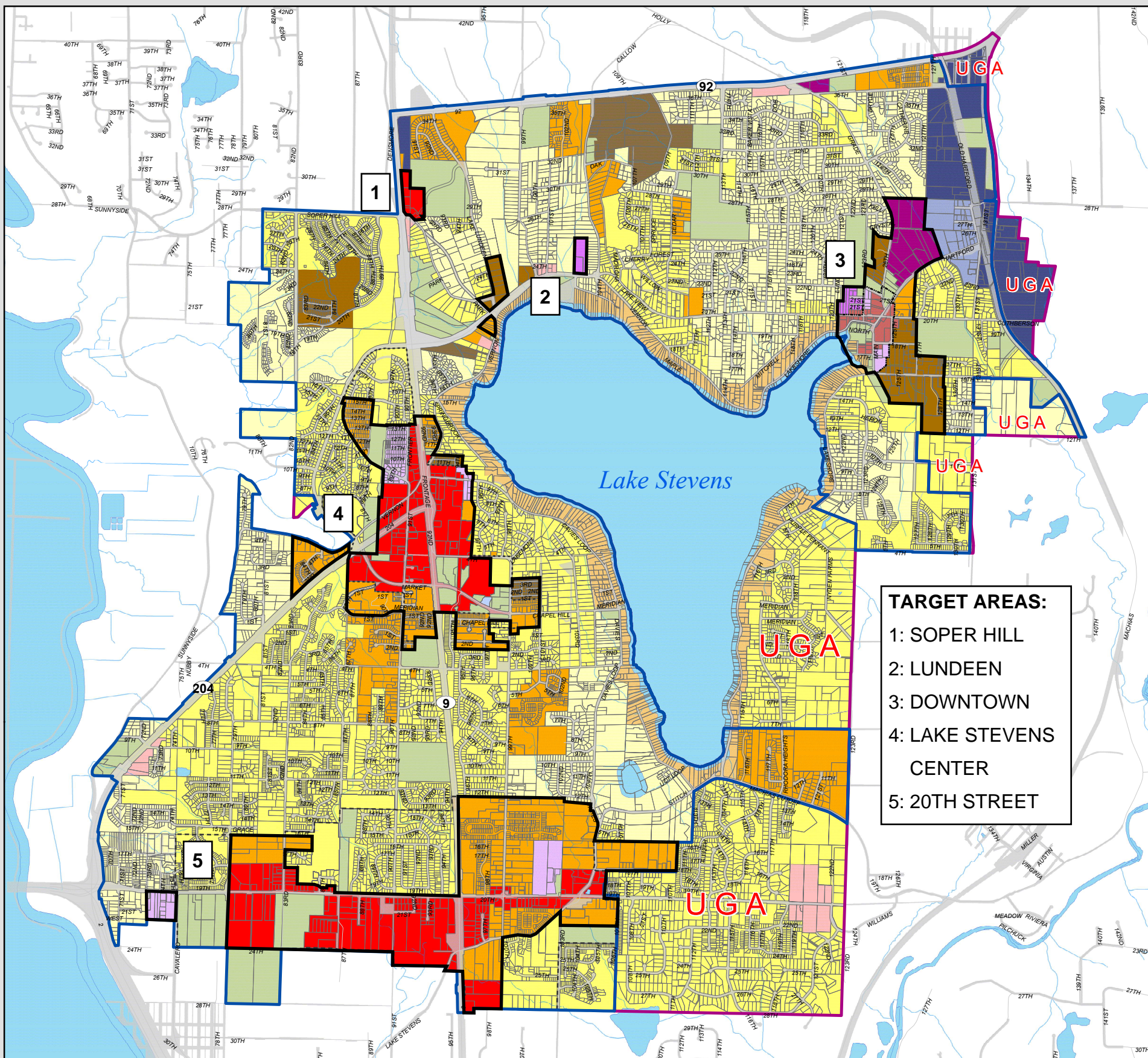
1. Appeal of a decision of the Director or Designee that the owner is not entitled to a final certificate of tax exemption, filed within 30 days of notification by the city to the owner of denial of a final certificate of tax exemption.
2. Appeal of a cancellation of tax exemption, filed within 30 days of the notification by the city to the owner of cancellation.

B. The hearing examiner's procedures shall apply to hearings under this chapter to the extent they are consistent with the requirement of this chapter and Chapter 84.14 RCW. The hearing examiner shall give substantial weight to the Director or Designee's decision and the burden of overcoming the weight shall be on the appellant. The decision of the examiner constitutes the final decision of the city. An aggrieved party may appeal the decision to superior court under RCW 34.05.510 through 34.05.598 if the appeal is properly filed within thirty days of notification by the city to the appellant of that decision.





# CITY OF LAKE STEVENS ZONING MAP



- TARGET AREAS:**
- 1: SOPER HILL
  - 2: LUNDEEN
  - 3: DOWNTOWN
  - 4: LAKE STEVENS CENTER
  - 5: 20TH STREET

### City Zoning

R4 (formerly SR)	Multi-Family Residential (MFR)	Neighborhood Business (NB)	Business District (BD)
R6 (formerly UR)	MF Development Agreement (MFDA)	Central Business District (CBD)	Light Industrial (LI)
R8-12 (formerly HUR)	Mixed Use (MU)	Commercial District (CD)	General Industrial (GI)
Waterfront Residential (WR)	Mixed-Use Neighborhood (MUN)	Planned Business District (PBD)	GI Development Agreement (GIDA)
	Local Business (LB)	Public / Semi-Public (P/PS)	

### Boundary

City of Lake Stevens	Parcels
Unincorporated UGA	Right-of-Way

### Subarea Boundaries

20th Street SE Corridor
Lake Stevens Center
Downtown

### Features

Waterbody
Stream

All data, information and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The city of Lake Stevens makes no warranties, expressed or implied as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts all limitations, including the fact that the data, information and maps are dynamic and in a constant state of maintenance, correction and update.

Data Sources: Snohomish County (2019), City of Lake Stevens (2019)

Revision Date: December 2019

Updated via:  
Ordinance No. 1074



**RESOLUTION NO. 2020-23**

**A RESOLUTION OF THE CITY OF LAKE STEVENS ESTABLISHING THE INTENTION TO DESIGNATE AN AREA TO PROVIDE FOR A PROPERTY TAX EXEMPTION FOR THE VALUE OF NEW HOUSING CONSTRUCTION, CONVERSION, AND REHABILITATION IMPROVEMENTS FOR ELIGIBLE MULTIFAMILY RESIDENTIAL DEVELOPMENTS AND TO ESTABLISH THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSAL**

WHEREAS, the State of Washington passed Engrossed Senate Bill 1910 (codified as RCW 84.14), which authorized property tax exemptions for the value of new multifamily construction, conversion, and rehabilitation improvements in targeted urban areas; and

WHEREAS, the City of Lake Stevens meets the criteria to provide said property tax exemption, as it is required to fully plan under the growth management act and has lands zoned for multifamily and mixed use development within designated growth centers; and

WHEREAS, the City of Lake Stevens has determined that the targeting of multifamily housing areas for property tax exemption will assist in the construction of multifamily housing that will provide more housing options for Lake Stevens citizens; and

WHEREAS, there is a need for housing variety in Lake Stevens to support the growing community, to diversify housing options and have sustainable residential growth; and

WHEREAS, the City of Lake Stevens has a supply of developable land, a multi-modal transportation system, and the necessary public services to accommodate additional multifamily residential development.

**NOW THEREFORE, BE IT RESOLVED:**

1. That the City of Lake Stevens proposes to designate those areas identified Exhibit 1 as the residential targeted area where property owners are eligible for a property tax exemption for multifamily housing, that meet the criteria of RCW 84.14.
2. That on November 10, 2020 at 7:00 pm there will be a virtual public hearing on the proposal and ordinance via Zoom.

PASSED by the City Council and APPROVED by the Mayor this 27<sup>th</sup> day of October 2020.

---

Brett Gailey, Mayor

ATTEST:

APPROVED AS TO FORM:

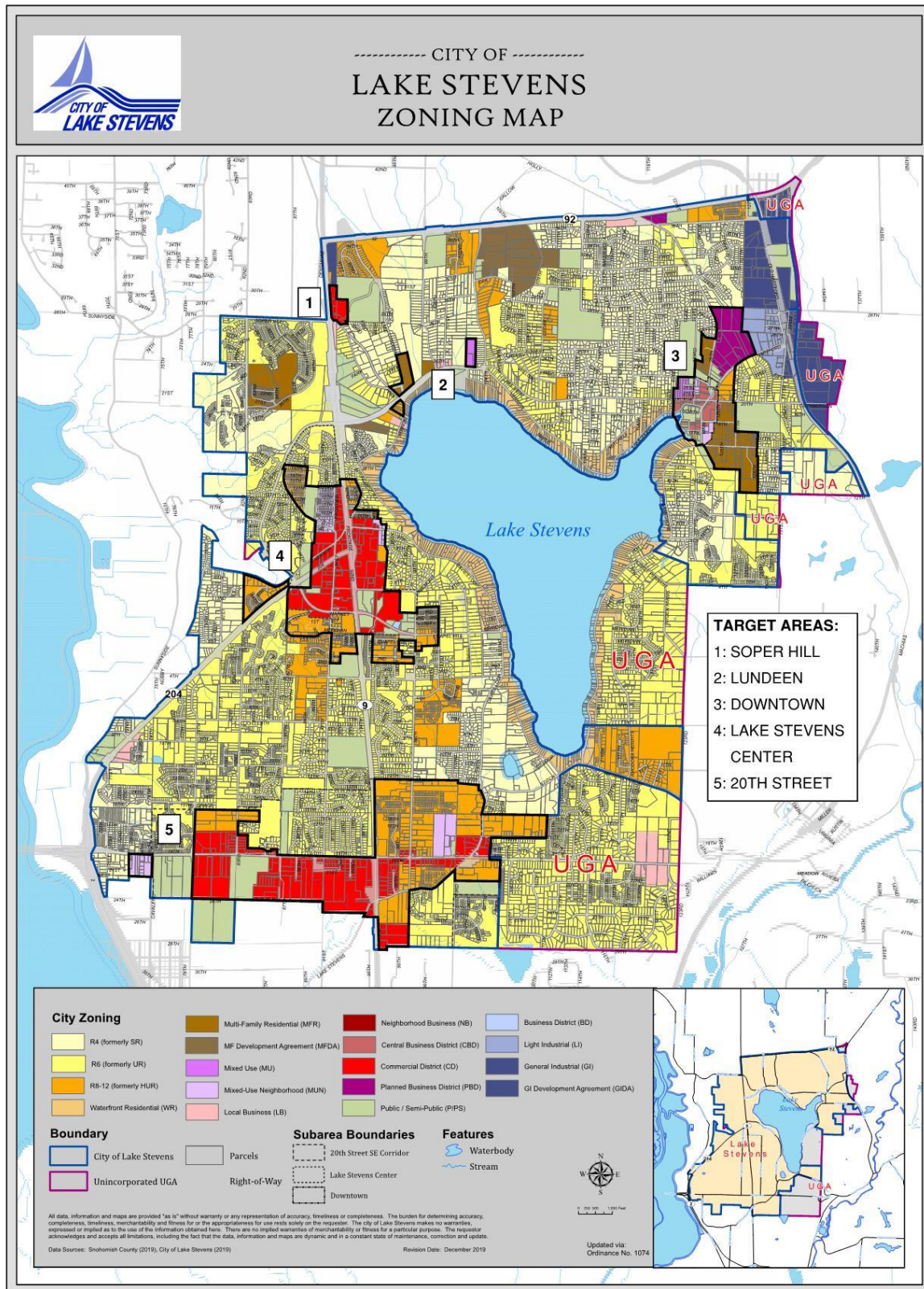
---

Kelly Chelin, City Clerk

---

Greg Rubstelo, City Attorney

Exhibit 1:





# MULTIFAMILY TAX EXEMPTION PROGRAM

City Council  
October 27, 2020



## Housing Options

Encourage housing variety & affordable units



## Target Zones

Designated areas for MFTE program



## 8 and 12 year

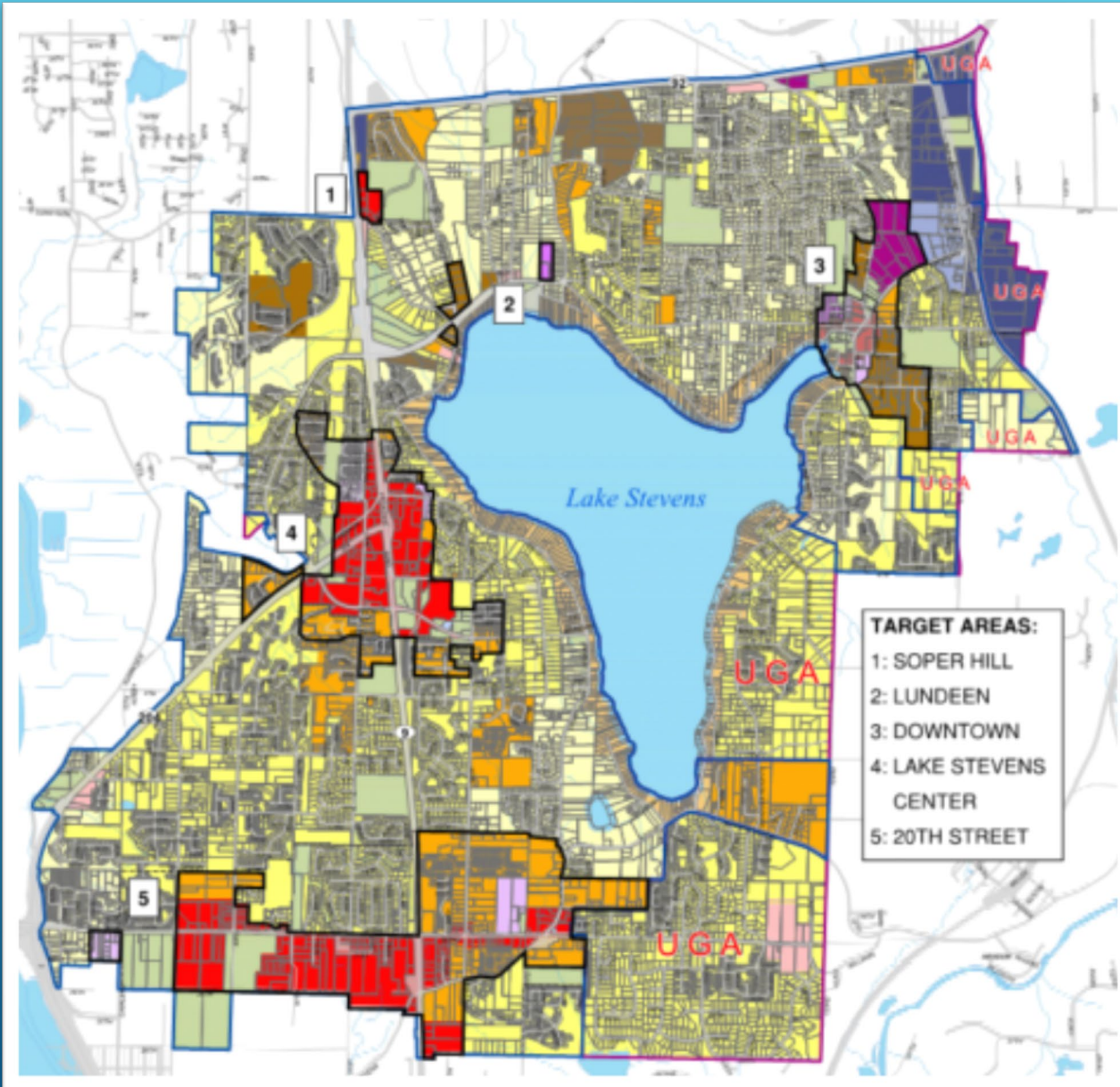
Tax exemption durations with conditions

# BACKGROUND - RCW 84.14 MULTIFAMILY TAX EXEMPTION

- ▶ "Urban center" means a compact identifiable district where urban residents may obtain a variety of products and services.
- ▶ An urban center must contain:
  - ▶ Several existing or previous, or both, business establishments
  - ▶ Adequate public facilities
  - ▶ A mixture of uses and activities

## CRITERIA FOR AN URBAN AREA





SOPER HILL

LUNDEEN

DOWNTOWN

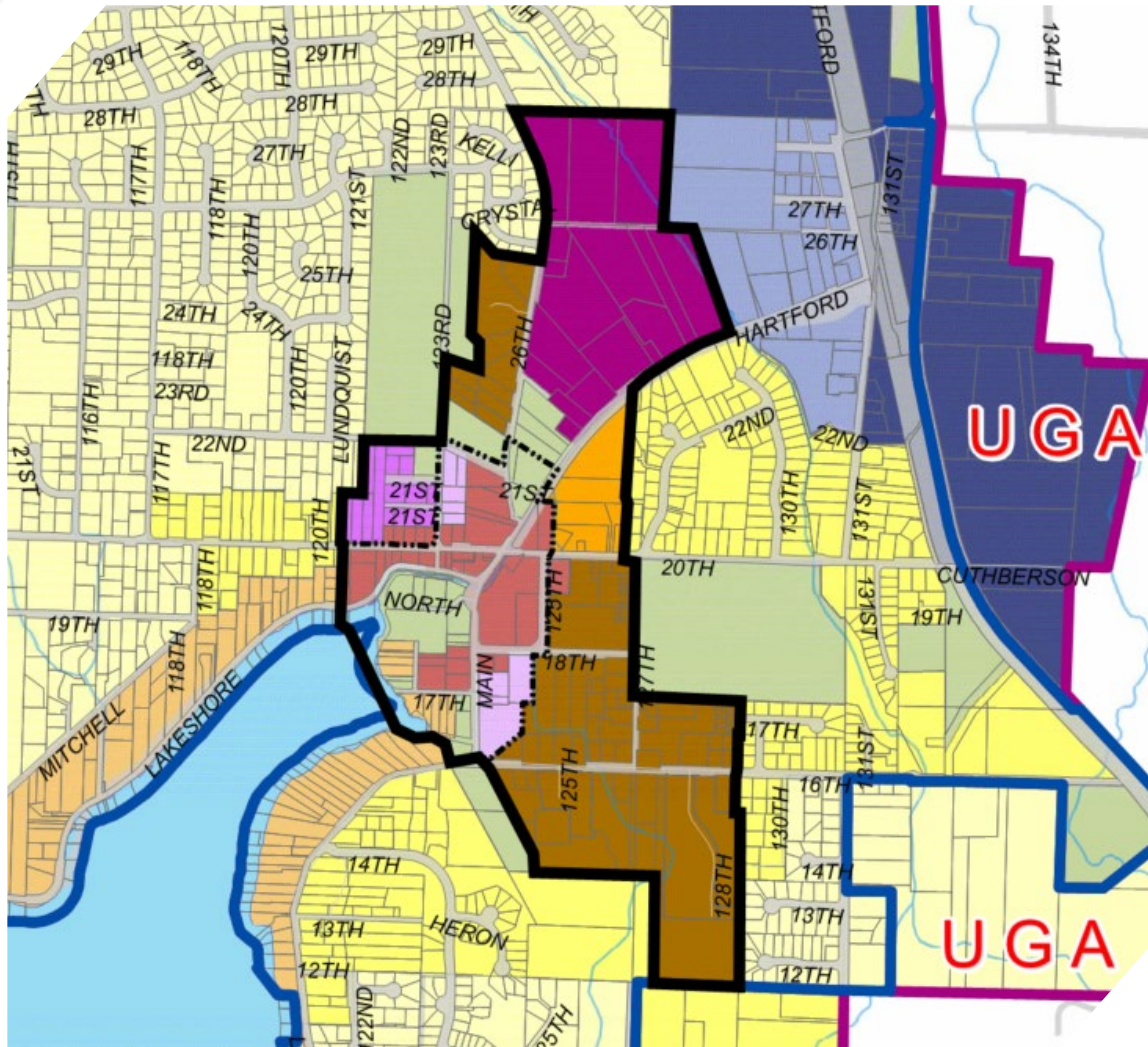
LAKE STEVENS CENTER

20TH STREET

- ▶ Soper Hill
  - ▶ Commercial project master plan area
- ▶ Lundeen Area
  - ▶ Outlier Multifamily areas, Outlier Mixed Use area, & Eligible R8-12 Zone



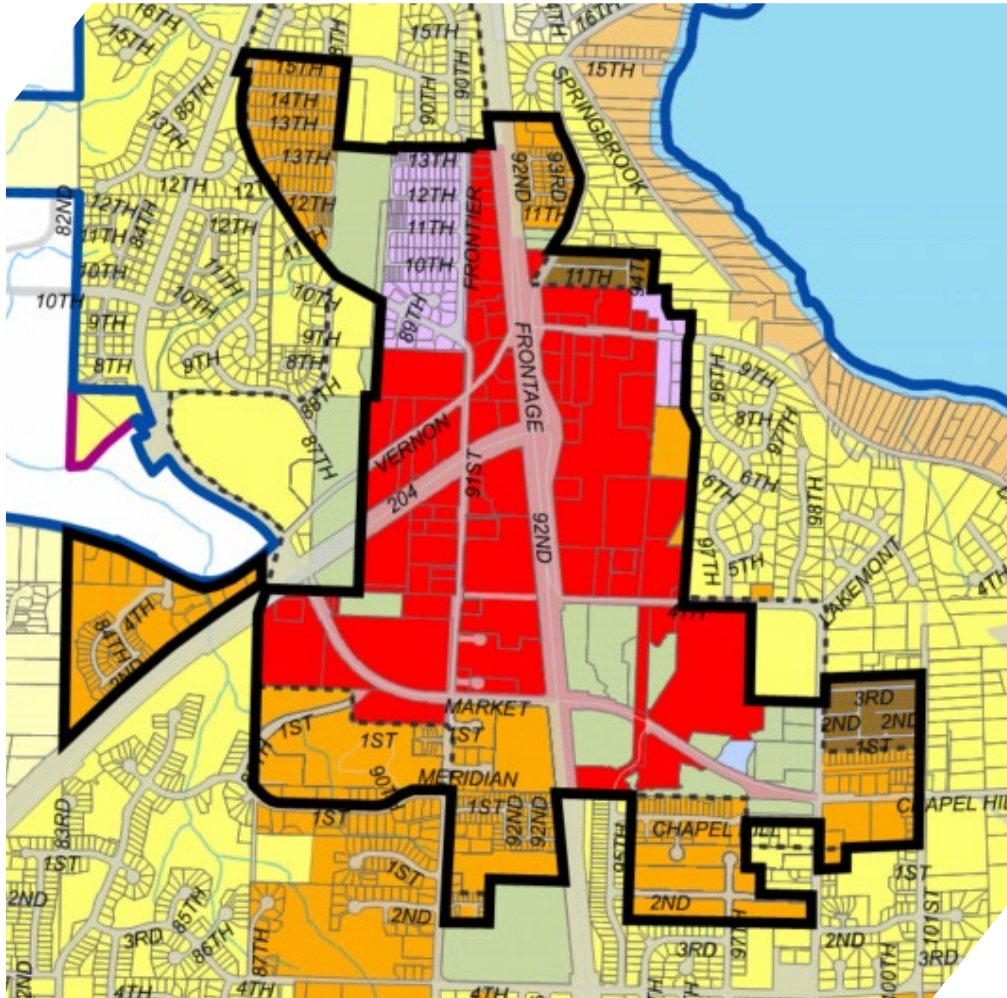




## DOWNTOWN

- ▶ Downtown Subarea
- ▶ Adjacent Multifamily Zoning
- ▶ Adjacent Mixed Use
- ▶ Adjacent Planned Business District
- ▶ Adjacent R8-12 Zone

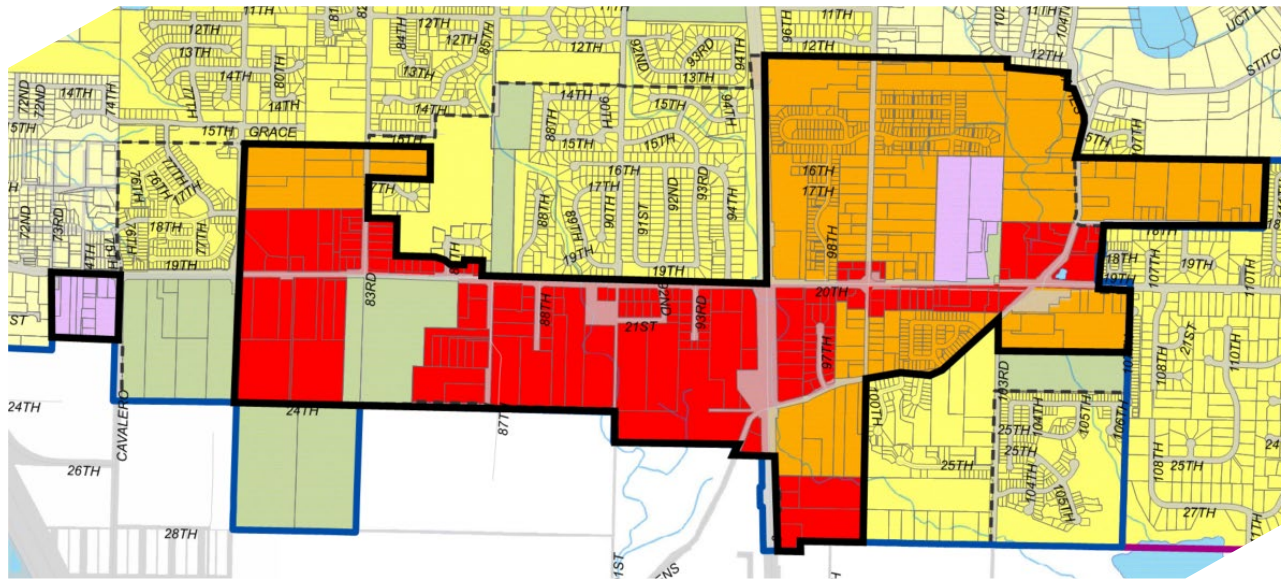




## LAKE STEVEN CENTER

- ▶ Lake Stevens Center Subarea
- ▶ Adjacent existing multifamily zoning
- ▶ Adjacent R8-12 zoning

- ▶ 20th Street SE Subarea
- ▶ Adjacent R8-12 zoning





## Application Process

How Staff will review and document projects under the program



## Requirements for Demolition and Rehabilitation of Existing Structures



## Application & Eligibility

Minimum of 4 units to be built as part of a project



## Affordability Requirements

Minimum 20% for 12-year program with equal & like dispersion to market rate units



## Reporting Requirements

# WHAT DOES THE AMENDMENT COVER?

Pass Resolution to adopt Target Areas & Set  
Public Hearing Date



Notice public hearing to formally adopt  
Target Areas & MFTE code amendment



Conduct public hearing & adopt MFTE code  
amendment

NEXT STEPS