



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, November 10, 2020 – 7:00 p.m.

Join Zoom Meeting:

<https://us02web.zoom.us/j/88691515906>

or call in at 1 253 215 8782, Meeting ID: 886 9151 5906

CALL TO ORDER		Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		City Clerk
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		Mayor
GUEST BUSINESS	Police Department Agency Award FBI LEEDA President, Dominic Rizzi	Chief
	Lake Level Outlet Study Results	Erik Davido, Davido Consulting Group Council President
COUNCIL BUSINESS		
MAYOR'S BUSINESS		Mayor
CITY DEPARTMENT REPORT	Update	Gene
CONSENT AGENDA	A Vouchers	Barb
	B City Council Workshop Meeting Minutes of October 20, 2020	Kelly
	C City Council Regular Meeting Minutes of October 27, 2020	Kelly
	D Deviation to Phasing Schedule for The Timbers Subdivision	Melissa
	E Interagency Agreement with the Washington Traffic Safety Commission	Chief

Lake Stevens City Council Regular Meeting Agenda

November 10, 2020

	F	Interlocal Agreement with Snohomish Drug Task Force	Chief
PUBLIC HEARING	G	Ordinance No. 1099 - Property Tax Levy for 2021 and Setting the Property Tax Levy	Barb/Josh
	H	Ordinance No. 1100 - Declaring a Substantial Need	Barb/Josh
	I	Ordinance No. 1101 - 2021 Budget	Barb/Josh
	J	Ordinance No.1103 - Multifamily Housing Tax Exemption Program Regulations	Sabrina
ACTION ITEMS	K	Ordinance No. 1099 - Property Tax Levy for 2021 and Setting the Property Tax Levy	Barb/Josh
	L	Ordinance No. 1100 - Declaring a Substantial Need	Barb/Josh
	M	Ordinance No. 1104 - Change the Council Start Time	Kelly
	N	Contract for Lake Stevens Outlet to Catherine Creek Flood Mitigation and Habitat Improvements	Eric/Aaron
	O	Ordinance No. 1103 – Multifamily Housing Tax Exemption Program Regulations	Sabrina
RECESS TO EXECUTIVE SESSION		Collective Bargaining, Property Acquisition per RCW 42.30.110 (1)(c) and Potential Litigation per RCW 42.30.110(1)(i).	Council
ACTION ITEMS:		Possible action related to Executive Session	Council
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.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: November 10, 2020

Subject: Lake Level Outlet Study Results with Erik Davido – Davido Consulting Group

Contact	Budget	N/A
Person/Department: Aaron Halverson, Public Works	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Review the Final Lake Level Outlet Study including Executive Summary. Erik Davido will give a 30-minute presentation to share the study results. Please feel free to ask questions.

SUMMARY/BACKGROUND:

In September 2019, the City of Lake Stevens contracted with Davido Consulting Group, Inc. (DCG) to prepare a study of the Lake Stevens Lake Outlet and downstream channel. The purpose of the study was to evaluate historic, current and potential future hydrologic conditions in the Lake Stevens basin and outfall as it relates to lake level management and downstream conveyance. The study also evaluated ongoing and potential future flooding and habitat issues associated with different precipitation or flow scenarios and developed alternative solutions to address the identified problems. The study and its attachments can be accessed on the City's website: <https://www.lakestevenswa.gov/517/Lake-Level-Outlet-Study>

To summarize, the findings of the study were the following:

- The existing weir and downstream channel do not provide hydraulic control of the lake level during either the wet season or dry season.
- There is likely a backwater condition from Catherine Creek that exacerbates the flooding issues experienced in the downtown area.
- During intense rain events the outlet channel along Hartford Drive lacks capacity to accommodate high flows. This is likely due to the backwater condition.
- Low-lying areas where transportation and conveyance structures intersect the roadways tend to flood. This is likely partially due to the backwater condition.

Several alternatives were evaluated, and, after prioritization, the following **alternatives** were selected:

1. Replace the lake outlet weir and improve the stream channel to allow for a wider range of hydraulic control of the lake level of lake outlet stream flows.
2. Complete additional modeling to understand the interaction of the lake outlet stream and Catherine Creek.
3. Improve channel capacity adjacent to Hartford Drive to reduce the severity and occurrence of flooding.
4. Replace culverts at 20th St. NE and 18th St. NE to improve capacity and reduce flooding.

The cost for these improvements including Catherine Creek modeling is \$5.78 million. Grants will be necessary to fund these projects. While the City seeks grants, the Administration recommends that the City complete design of Alternative 1 and 2. This will improve the odds of receiving funding and reduce

the City's risk during project execution.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Exhibit A: Lake Stevens Lake Outlet Executive Summary



11/5/2020

Final Technical Memorandum - Executive Summary

Lake Stevens Outlet Study



Indicator Engineering PLLC



Executive Summary

The City of Lake Stevens frequently experiences flooding in the low-lying areas north and east of Lake Stevens with some roads being overtopped by flood waters several times a year. Flood management has been an ongoing issue for the City, but other related issues are also important including lake level management, stream health and protection of aquatic species. This study was conducted to identify and assess existing hydrologic issues then develop and evaluate alternatives to address the identified issues. Figure ES-1 below, shows the location of existing infrastructure and some of the identified flooding issues.

Existing Conditions:



Figure ES-1. Lake Stevens Outlet Channel existing conditions

Lake Outlet Weir:

The existing weir does not provide hydraulic control of the lake level during the wet season months, October through May. Instead, the stream channel configuration (width/height/slope etc.) is the control during the wet season. During the dry season (May through September), lake levels often drop below the bottom of the weir not allowing control or maintenance of low flows in the lake outlet and Catherine Creek. Despite the City's Public Works Crew's programmatic management of the weir to control the lake level the limitations of the weir make it impossible to manage level for much of the year.

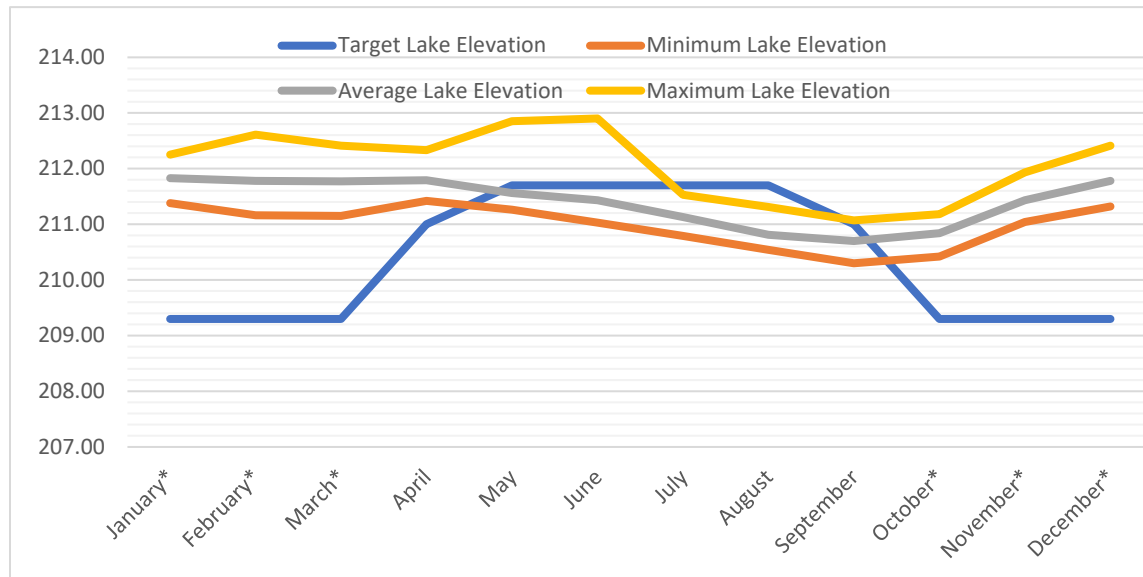


Figure ES-2. Graph of Tabulated Lake Elevations Relative to Targeted Elevations (2008 through 2019).

Lake Outlet Stream Channel:

During intense rain events the outlet channel along Hartford Drive lacks capacity to accommodate high flows. This is further exacerbated by the lack of outlet control at the weir during the wet season and potentially a backwater issue from the Catherine Creek floodplain/wetland north of the fire station. In addition, inadequate hydraulic diversity (pools and riffles) and lack of large woody debris does not support aquatic species (salmonids).

Infrastructure:

Low-lying areas where transportation and conveyance infrastructure intersect, specifically at 18th Ave NE and 20th Ave NE, the roadways tend to flood during intense rainfall events. Causes included inadequate culvert sizes, sags or broken conveyances, and low roadway elevations. Additionally, the Catherine Creek culverts crossing Hartford Drive are inadequately sized and constrict the flow from the Creek which contribute to the backwatering north of the fire station (described above). The Catherine Creek culvert replacement project is in preliminary design by another organization so was not included as an alternative considered in this Study.

Proposed Solutions:

There are several issues that need to be addressed between the lake outlet and the confluence with Catherine Creek. In order to prioritize the projects identified in this study the project team, including City Staff, ranked them according to the following criteria:

1. Project provides better management of the lake level and lake outlet flows.
2. Project reduces the severity and occurrence of flooding.
3. Project improves stream channel habitat and overall health.

This triage-style approach is necessary to ensure the scarce resources of the City provide the highest benefit to the community and environment.

The following alternatives were evaluated and prioritized using the criteria above:

Priority 1: Lake Outlet Control and Outlet Channel Restoration (Alternative #'s 1A and 1E):

Replace lake outlet weir and upper channel modifications. Weir will provide lake level and stream channel control for both high and low lake levels and the channel will be modified to improve habitat and channel capacity.

-Planning level cost estimate for design and construction is \$1.65 million



Lake Outlet
Control
Illustration

Lake Outlet
Channel
Restoration



Priority 2: Catherine Creek Confluence (Alternative 5F):

Additional modeling and analysis is necessary to understand the interaction of the lake outlet stream at its confluence with Catherine Creek, the backwater condition from the wetland north of the Fire Station and the impact on Hartford Drive residences and roadway.

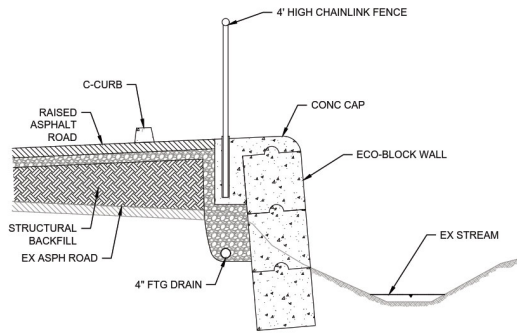
-Cost of additional study is \$100K.



Photo looking
upstream of
Catherine Creek
at confluence



Photo looking
upstream of
Lake Outlet
at confluence



Priority 4: Replace Culvert and Inadequate Stormwater Infrastructure at 20th St. NE and Roadway Grading (Alternative 5C):

Replace the culvert under 20th St. NE with box culvert, modify stormwater infrastructure to improve conveyance, and roadway grading. This will alleviate flooding experienced on 20th St. NE and adjacent private property.

-Planning level cost estimate for design and construction is \$1.28 million.

Priority 5: Replace Culvert and Inadequate Stormwater Infrastructure at 18th St. NE and Roadway Grading (Alternative 5B):

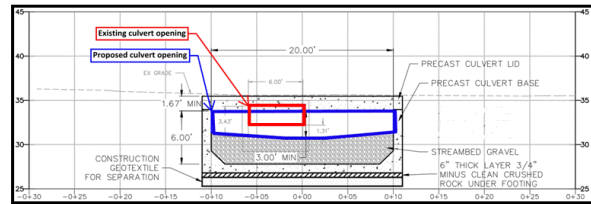
Replace the culvert under 18th St. NE with box culvert, modify stormwater infrastructure to improve conveyance, and roadway grading.

-Planning level cost estimate for design and construction is \$1.78 million.

Priority 3: Hartford Drive Flood Mitigation and Stream Channel Restoration (Alternative 2C & 5D):

Improve channel capacity, elevate Hartford Drive above the floodplain, and improve stormwater infrastructure near the fire station. This solution may potentially address backwater issue from Catherine Creek wetland. This will alleviate flooding of Hartford Drive.

-Planning level cost estimate for design and construction is \$939K.



Project/Priority	Planning Level Cost Estimate
Priority 1: Lake Outlet Control and Outlet Channel Restoration	\$1,650,000
Priority 2: Catherine Creek Confluence	\$100,000
Priority 3: Hartford Drive Flood Mitigation and Stream Channel Restoration	\$939,000
Priority 4: Replace Culvert and Inadequate Stormwater Infrastructure at 20 th St. NE and Roadway Grading	\$1,280,000
Priority 5: Replace Culvert and Inadequate Stormwater Infrastructure at 18th St. NE and Roadway Grading	\$1,780,000
Total	\$5,749,000

Conclusion:

Despite the City's best efforts, the lake level and outlet flows cannot be managed during the dry and wet seasons with the existing weir. Further, the lake outlet stream confluence with Catherine Creek likely creates a backwater condition along Hartford Drive causing flooding in the downtown area. This flooding is exacerbated by inadequately sized culverts and stream channels. Several alternatives have been prioritized and cost estimates have been prepared as part of this study. A pragmatic approach to address these issues has been formulated:

1. Improve management of lake level and lake outlet flows by replacing the weir and improving the outlet stream channel capacity.
2. Reduce the severity and occurrence of flooding by replacing undersized culverts and improving stream channel capacity.
3. Improve stream channel habitat and health as an element of each of the projects.

The planning level cost estimate to design and construct the project alternatives is \$5.74 million. These projects can be designed and constructed over several years using local stormwater funds and grants.

Additional operational recommendations to alleviate on-going flooding concerns include the following:

1. Continue robust catch basin inspection and maintenance program to ensure that catch basins and enclosed stormwater conveyance infrastructure is free and clear of debris, especially in advance of predicted rainfall.
2. Continue beaver management program to alleviate back-ups and conveyance blockages due to beaver dams.
3. Remove vegetation cut from outlet channel banks during mowing operations, rather than allowing material and debris to fall into channel. This will keep channel open for conveyance.

BLANKET VOUCHER APPROVAL
2020

Payroll Direct Deposits		
Payroll Checks		
Electronic Funds Transfers	ACH	\$219,929.67
Claims	51589-51676	\$1,039,645.55
Void Checks		
Total Vouchers Approved:		\$1,259,575.22

This 11th day of November 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

November 10th, 2020



City Expenditures by Type on this voucher packet

Personnel Costs	\$	-	0%
Payroll Federal Taxes	\$	88,806	7%
Excise Tax	\$	3,168	0%
Quarterly L&I	\$	47,665	4%
Family Medical Leave	\$	133	0%
Retirement Benefits - Employer	\$	62,988	5%
Other Employer paid Benefits	\$	468	0%
Employee paid benefits - By Payroll	\$	11,480	1%
Supplies	\$	45,092	4%
Professional Services	\$	217,949	17%
Capital *	\$	691,113	55%
Debt Payments	\$	90,713	7%
Total	\$	1,259,575.22	100%

Large Purchases

* Hartford Decant Facility Project - \$209,656

* North Cove Phase II Project - 368,363



Total for Period
\$1,259,575.22

Checks to be approved for period 10/22/2020 - 11/04/2020

Vendor: 4imprint Inc
Check Number: 51597

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20389234	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Lunch Coolers/Hand Sanitizer/Face Masks/USB/Totes	\$6,186.31
					\$6,186.31

Vendor: A Worksafe Service Inc
Check Number: 51598

Invoice No	Check Date	Account Number	Account Name	Description	Amount
297197	11/4/2020	101 016 542 30 41 02	ST-Professional Service	Pre-Employment Drug Screening	\$55.00
					\$55.00

Vendor: Ace Hardware
Check Number: 51599

Invoice No	Check Date	Account Number	Account Name	Description	Amount
67865	11/4/2020	001 010 576 80 31 00	PK-Operating Costs	Tarps/Tent Stakes	\$134.42
67973	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Fasteners	\$23.46
					\$157.88

Vendor: All Battery Sales and Service
Check Number: 51600

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300-10078290	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Battery Cables	\$276.86
					\$276.86

Vendor: Amazon Capital Services
Check Number: 51601

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1RP3-4T44-WM37	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Office Chairs for Telecommuting PD	\$676.84
1W9K-LMCP-JTWV	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Floor Lamp/Protection Plan	\$51.25
1YHC-FDHV-69G6	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Vital Oxide Disinfectant	\$126.43
					\$854.52

Vendor: Amazon Capital Services
Check Number: 51602

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1D6G-HLT1-XYHH	11/4/2020	001 005 518 10 31 00	HR-Office Supplies	Office Chair	\$213.29
1F47-6LWG-W669	11/4/2020	001 007 571 00 30 00	PL-Park & Recreation	Acrylic Sign Holder	\$32.68
1J6W-4QD9-J61Q	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Desk/Laptop Briefcase	\$360.75
1PXT-THFR-XCWD	11/4/2020	001 005 518 10 31 00	HR-Office Supplies	Travel Cable Bag/Adjustable Tablet Stand	\$43.56
1PXT-THFR-XCWD	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Desk/Floor Mat/Keyboard Mouse Combo/Laptop Bag	\$453.94
1V6F-YDH7-VHNX	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Keyboard/Mouse Combo/Desktop Mat/Mouse Pad/Seat Cushion	\$99.81
					\$1,204.03

Vendor: American Planning Association

Check Number: 51603

Invoice No	Check Date	Account Number	Account Name	Description	Amount
191874-20104	11/4/2020	001 007 558 50 49 01	PL-Staff Development	APA Membership - M Place	\$439.00
					\$439.00

Vendor: Artisan Finishing Systems Inc

Check Number: 51604

Invoice No	Check Date	Account Number	Account Name	Description	Amount
46272	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Bench	\$546.50
					\$546.50

Vendor: Beazizo

Check Number: 51605

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100720 BEAZIZO	11/4/2020	001 008 521 40 49 01	LE-Registration Fees	Reimburse - Tuition School of Business/Leadership - Beazizo	\$2,500.00
					\$2,500.00

Vendor: Beazizo

Check Number: 51606

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102620 BEAZIZO	11/4/2020	001 008 521 20 31 02	LE-Minor Equipment	Reimburse - Annual Bushnell Camera Subscription - Beazizo	\$101.90
					\$101.90

Vendor: Bliven

Check Number: 51607

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20303	11/4/2020	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal Services - 411 99th Ave SE	\$3,052.00
					\$3,052.00

Vendor: CDW Government Inc

Check Number: 51608

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2600599	11/4/2020	306 000 594 21 60 00	Police Dept Project Account	Tripp Power Cord	\$33.68
2619355	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Monitors/Cables/Docks/Wireless Keyboard/Mouse	\$371.27
3014390	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Monitors/Cables/Docks/Wireless Keyboard/Mouse	\$12,207.63
3017811	11/4/2020	520 008 594 21 63 00	Vehicles - Capital Equip	Mounting Kits for Computer Equipment in 2021 PD Vehicles	\$2,395.95
3076849	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Wireless Keyboard/Mouse	\$27.36
3421928	11/4/2020	510 006 518 80 49 13	LR - Firewall Security Subscri	Watchguard Renewal	\$2,286.55
					\$17,322.44

Vendor: Central Welding Supply Co Inc

Check Number: 51609

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV285482	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Propane/CF Oxygen/Argon Gas	\$249.52
					\$249.52

Vendor: Cintas Loc 460

Check Number: 51610

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4063900030	11/4/2020	001 010 576 80 31 01	PK-Ops-Clothing	PW Uniforms	\$92.81
4063900030	11/4/2020	101 016 542 90 31 01	ST-Clothing	PW Uniforms	\$92.81

4063900030	11/4/2020	410 016 531 10 31 00	SW-Clothing	PW Uniforms	\$92.81
4065211943	11/4/2020	001 010 576 80 31 01	PK-Ops-Clothing	PW Uniforms	\$92.81
4065211943	11/4/2020	101 016 542 90 31 01	ST-Clothing	PW Uniforms	\$92.81
4065211943	11/4/2020	410 016 531 10 31 00	SW-Clothing	PW Uniforms	\$92.81
					\$556.86

Vendor: City of Arlington
Check Number: 51611

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 ARLINGTON	11/4/2020	001 008 521 40 49 01	LE-Registration Fees	Registraion - Emergency Vehicle Operation Course	\$289.20
					\$289.20

Vendor: City of Everett
Check Number: 51612

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I20005579	11/4/2020	001 008 554 30 41 00	LE - Animal Control	Animal Control Services Sept 2020	\$1,435.00
					\$1,435.00

Vendor: City of Everett Utility Services
Check Number: 51613

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010352 FINAL	11/4/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Water Service 9105 21st St SE	\$13.10
					\$13.10

Vendor: City of Marysville
Check Number: 51614

Invoice No	Check Date	Account Number	Account Name	Description	Amount
POLIN 20-0066	11/4/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville Aug 2020	\$2,430.88
POLIN 20-0067	11/4/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville Sept 2020	\$2,908.42
POLIN 20-0070	11/4/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing SNCO Video Court Aug 2020	\$396.07
					\$5,735.37

Vendor: Columbia Ford Inc
Check Number: 51615

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3-L1557 J144	11/4/2020	520 008 594 21 63 00	Vehicles - Capital Equip	2020 Ford Police Fusion Hybrid	\$32,798.59
					\$32,798.59

Vendor: Comcast
Check Number: 51616

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 COMCAST	11/4/2020	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$146.19
1020 COMCAST	11/4/2020	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
1020 COMCAST	11/4/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$155.01
					\$437.39

Vendor: Cross Match Technologies Inc
Check Number: 51617

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13402000772	11/4/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Livescan Annual Maint/Support	\$938.27
13402001006	11/4/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Livescan Software	\$1,635.00
					\$2,573.27

Vendor: Davido Consulting Group Inc

Check Number: 51618

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0031829	11/4/2020	410 016 594 31 60 01	SW - Capital Expenditure	Outlet Strategic Planning Engineering Services	\$1,081.25
					\$1,081.25

Vendor: Dell Marketing LP

Check Number: 51619

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10433784817	11/4/2020	001 006 518 80 48 00	IT-Repair & Maintenance	Hardware Warranty Repair Services	\$1,022.42
					\$1,022.42

Vendor: Dept of Labor and Industries

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q3 2020	11/4/2020	001 000 281 00 00 00	Payroll Liability Taxes	Q3 2020 Workers Comp Insurance	\$47,665.07
Q3 2020	11/4/2020	001 010 576 80 24 00	PK-Workers Comp	Q3 2020 Workers Comp Insurance	\$4.81
Q3 2020	11/4/2020	001 013 518 30 24 00	GG-Workers Comp	Q3 2020 Workers Comp Insurance	(\$0.02)
Q3 2020	11/4/2020	101 016 542 30 24 00	ST-Workers Comp	Q3 2020 Workers Comp Insurance	\$1.56
					\$47,671.42

Vendor: Dept of Licensing

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4243-4331	11/4/2020	633 000 589 30 00 05	Gun Permit - State Remittance	Weapons Permits	\$1,533.00
					\$1,533.00

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102320	10/27/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,665.00
					\$2,665.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102320	10/27/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$62,985.65
102320S	10/27/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	\$2.77
					\$62,988.42

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Sept 2020	10/27/2020	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes Sept 2020	\$15.57
Sept 2020	10/27/2020	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes Sept 2020	\$7,505.63
					\$7,521.20

Vendor: Dept of Revenue Leasehold EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q3 2020	11/4/2020	001 013 518 90 49 06	GG-Excise Tax	Q3 2020 Leasehold Excise Tax	\$0.03
Q3 2020	11/4/2020	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q3 2020 Leasehold Excise Tax	\$3,167.67
					\$3,167.70

Vendor: Dept of Revenue Unclaimed Property EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020	11/4/2020	306 000 201 00 00 00	AP	2020 Unclimed Property to DOR cks 45041 & 45143	\$818.25
					\$818.25

Vendor: Dicks Towing Inc

Check Number: 51620

Invoice No	Check Date	Account Number	Account Name	Description	Amount
197758	11/4/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-20861	\$126.27
					\$126.27

Vendor: Dobbs Heavy Duty Holdings LLC

Check Number: 51621

Invoice No	Check Date	Account Number	Account Name	Description	Amount
026P14790	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Seal	\$11.39
					\$11.39

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102320	10/27/2020	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$88,805.86
					\$88,805.86

Vendor: Electronic Business Machines

Check Number: 51622

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR177167	11/4/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$123.03
					\$123.03

Vendor: Employment Security Department

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q3 2020	11/4/2020	001 000 284 00 00 00	Payroll Liability Other	Q3 2020 Paid Family Medical Leave	\$133.09
Q3 2020	11/4/2020	001 002 513 11 20 00	AD-Benefits	Q3 2020 Paid Family Medical Leave	\$24.77
Q3 2020	11/4/2020	001 003 514 20 20 00	CC-Benefits	Q3 2020 Paid Family Medical Leave	\$18.58
Q3 2020	11/4/2020	101 016 542 30 20 00	ST-Benefits	Q3 2020 Paid Family Medical Leave	\$7.29
Q3 2020	11/4/2020	410 016 531 10 20 00	SW-Benefits	Q3 2020 Paid Family Medical Leave	\$4.23
					\$187.96

Vendor: Employment Security Department

Check Number: 51623

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-038879-RDUA6	11/4/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Work History Research Case 2020-18389	\$11.50
					\$11.50

Vendor: Evergreen Concrete Cutting Inc

Check Number: 51624

Invoice No	Check Date	Account Number	Account Name	Description	Amount
217330	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Asphalt Cutting for Stormline at Froniter Park	\$705.23
					\$705.23

Vendor: FBI - LEEDA

Check Number: 51625

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200048039	11/4/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Basic Supervisor Liability - Heinemann	\$350.00
300040748	11/4/2020	001 008 521 20 49 00	LE-Dues & Memberships	FBI - LEEDA Membership Dues - Ubert	\$50.00
					\$400.00

Vendor: Feldman and Lee

Check Number: 51626

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100120 FELDMAN	11/4/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services Oct 2020	\$10,000.00
					\$10,000.00

Vendor: Governmentjobscom Inc

Check Number: 51627

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV-17018	11/4/2020	002 013 518 20 40 00	CV - Professional Services	CV - NEOGOV Subscription Fee/Single Sign On Integration	\$14,228.00
					\$14,228.00

Vendor: Grainger

Check Number: 51628

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9689850783	11/4/2020	001 010 576 80 31 00	PK-Operating Costs	Trash Bags	\$362.42
9698000107	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Filter Disks	\$85.75
					\$448.17

Vendor: Green Dot Concrete LLC

Check Number: 51629

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4695	11/4/2020	309 016 595 61 63 01	Sidewalk Construction	Concrete	\$163.00
4705	11/4/2020	309 016 595 61 63 01	Sidewalk Construction	Concrete Disposal Fee	\$100.00
					\$263.00

Vendor: HB Jaeger Co LLC

Check Number: 51630

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2016054396	11/4/2020	411 016 594 31 60 06	117th Pl/114th Drainage	Watertight Solid Pipe/Moulded Tee	\$714.53
U2016054928	11/4/2020	411 016 594 31 60 06	117th Pl/114th Drainage	Channel Drains/Grates/End Caps/Outlets/Pipe	\$1,236.89
					\$1,951.42

Vendor: Heritage Bank

Check Number: 51631

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100635410 1020	11/4/2020	213 008 591 21 71 00	2015 LTGO 2015 Princ Pmt PD	2015 LTGO Bond Principal	\$87,000.00
100635410 1020	11/4/2020	213 008 592 21 83 00	2015 LTGO Interest Pymt PD	2015 LTGO Bond Interest	\$3,712.80
					\$90,712.80

Vendor: Highmark Capital LLC
Check Number: 51632

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102820 OEC	11/4/2020	002 013 594 18 60 01	CV - Capital Purchases	CV - Deposit for Carpet in Council Chambers in the Mill	\$5,283.92
					\$5,283.92

Vendor: Highmark Capital LLC
Check Number: 51633

Invoice No	Check Date	Account Number	Account Name	Description	Amount
67008	11/4/2020	306 000 594 21 60 00	Police Dept Project Account	Industrial Packing Table/Paper Cutters/Paper	\$2,362.15
					\$2,362.15

Vendor: Home Depot
Check Number: 51634

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5014091	11/4/2020	101 016 544 90 31 02	ST-Operating Cost	Stakes/Concrete Mix/Casings	\$89.10
9011707	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Galvanized Ring Coil/Staples	\$120.61
9013454	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Carbide Chamfer Bits/Fixed and Plunge Base Router Kits	\$500.07
					\$709.78

Vendor: HSA Bank
Check Number: 51589

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102320	10/27/2020	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$456.24
					\$456.24

Vendor: Industrial Bolt & Supply Inc
Check Number: 51635

Invoice No	Check Date	Account Number	Account Name	Description	Amount
739765-1	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Stringer Bead Wire Wheel/Fuses/Copper/Valves	\$866.17
					\$866.17

Vendor: Iron Mountain Quarry LLC
Check Number: 51636

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0308242	11/4/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Rock - Frontier Heights	\$138.26
0308243	11/4/2020	411 016 594 31 60 06	117th Pl/114th Drainage	Rock	\$201.30
0308300	11/4/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Rock - Frontier Heights	\$582.06
0308301	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Rock	\$173.74
0308363	11/4/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Rock - Frontier Heights	\$352.34
0308428	11/4/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Rock/Dump Fees - Frontier Heights	\$204.46
					\$1,652.16

Vendor: J Thayer Company Inc
Check Number: 51637

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1484096-0	11/4/2020	001 013 518 20 31 00	GG-Operating Costs	Paper Towels/Toilet Paper/Hand Soap	\$478.17
1484766-0	11/4/2020	001 007 558 50 31 00	PL-Office Supplies	Folders	\$38.08
1484766-0	11/4/2020	001 013 518 20 31 00	GG-Operating Costs	Binder Clips	\$8.71
1484766-0	11/4/2020	101 016 544 90 31 02	ST-Operating Cost	Pens	\$7.38
1484766-0	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Pens	\$7.38

1485001-0	11/4/2020	002 013 518 20 30 00	CV - Supplies	CV - Lysol Wipes	\$53.36
1485297-0	11/4/2020	001 008 521 20 31 00	LE-Office Supplies	Pens	\$21.28
1485413-0	11/4/2020	001 013 518 20 31 00	GG-Operating Costs	Trash Bags/Duster/Handsoap	\$499.07
1486335-0	11/4/2020	001 002 513 11 31 00	AD-Office Supply	Chairmat	\$130.75
1486335-0	11/4/2020	001 007 558 50 31 00	PL-Office Supplies	Pens/Markers	\$14.71
					\$1,258.89

Vendor: Jay Waalen Enterprises
Check Number: 51638

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40947	11/4/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Automatic Inflatable PFD/Bobbin/Re-Arm Kit	\$1,301.16
					\$1,301.16

Vendor: Lake Industries LLC
Check Number: 51639

Invoice No	Check Date	Account Number	Account Name	Description	Amount
286170	11/4/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Screened Pit Run - Frontier Heights	\$527.02
					\$527.02

Vendor: Lake Stevens Chamber of Commerce
Check Number: 51640

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110120 CHAMBER	11/4/2020	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC Nov 2020	\$1,500.00
					\$1,500.00

Vendor: Lake Stevens Police Guild
Check Number: 51590

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102320	10/27/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,155.00
					\$1,155.00

Vendor: LN Curtis & Sons
Check Number: 51641

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV430156	11/4/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	PROTECH Bothell Carrier - Warbis L	\$247.99
INV431206	11/4/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hardwire Soft Armor/Concealable Carrier/Trama Plates	\$2,297.08
					\$2,545.07

Vendor: Millerstoultime
Check Number: 51642

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10132026781	11/4/2020	001 010 576 80 31 00	PK-Operating Costs	Sockets/Saw Blades/Valve Stem Puller/Plier Organizer	\$249.62
10132026781	11/4/2020	101 016 544 90 31 02	ST-Operating Cost	Sockets/Saw Blades/Valve Stem Puller/Plier Organizer	\$249.63
10132026781	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Sockets/Saw Blades/Valve Stem Puller/Plier Organizer	\$249.63
10202027039	11/4/2020	001 010 576 80 31 00	PK-Operating Costs	Socket Sets	\$19.99
10202027039	11/4/2020	101 016 544 90 31 02	ST-Operating Cost	Socket Sets	\$19.98
10202027039	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Socket Sets	\$19.98
					\$808.83

Vendor: MJ Neal Associates Architects PLLC

Check Number: 51643

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 MJ NEAL PW	11/4/2020	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Redesign Engineering Services	\$857.40
1020 MJ NEAL PW	11/4/2020	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Redesign Engineering Services	\$1,714.80
1020 MJ NEAL PW	11/4/2020	411 016 594 31 60 01	SWC - PW Shop Remodel	PW Shop Redesign Engineering Services	\$1,714.80
					\$4,287.00

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102320	10/27/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,207.36
					\$4,207.36

Vendor: O Reilly Auto Parts

Check Number: 51644

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-219614	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Grease	\$176.14
2960-221136	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Battery	\$186.29
2960-221286	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Brake Rotor PW60	\$118.57
2960-221307	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Credit Brake Rotor PW60	(\$116.83)
2960-223303	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Sealed Beam PW78	\$19.39
2960-223316	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Credit Sealed Beam	(\$19.39)
2960-223317	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Sealed Beam PW78	\$18.08
					\$382.25

Vendor: Office of The State Treasurer

Check Number: 51645

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1120 STATE	11/4/2020	633 000 589 30 00 03	State Building Permit Remit	State Court Fees Oct 2020	\$700.50
1120 STATE	11/4/2020	633 000 589 30 00 04	State Court Remittance	State Court Fees Oct 2020	\$20,927.60
					\$21,628.10

Vendor: Ogden Murphy Wallace PLLC

Check Number: 51646

Invoice No	Check Date	Account Number	Account Name	Description	Amount
843631	11/4/2020	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services Sept 2020	\$39,217.00
843631	11/4/2020	001 011 515 41 41 01	Ext Consult - PRA	Legal Services Public Records Sept 2020	\$1,979.00
843631	11/4/2020	401 070 535 10 41 00	SE-Professional Service	Legal Services Sewer Sept 2020	\$577.50
					\$41,773.50

Vendor: Pace Engineers Inc

Check Number: 51647

Invoice No	Check Date	Account Number	Account Name	Description	Amount
76987	11/4/2020	411 016 594 31 60 00	Decant Facility Project	Engineering Services Decant Facility	\$4,928.00
					\$4,928.00

Vendor: Pacific Topsoils Inc

Check Number: 51648

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2-O1072600-01	11/4/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Sand - Frontier Heights PO #1787	\$7,848.00

2-O1072601-01	11/4/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	3-Way Blended Soil - Frontier Heights PO #1787	\$8,338.50
2-O1074510-01	11/4/2020	411 016 594 31 60 04	Callow Road Drainage	Topsoil - Callow Rd Drainage	\$922.32
2-O1074620-01	11/4/2020	411 016 594 31 60 04	Callow Road Drainage	Topsoil - Callow Rd Drainage	\$2,289.00
					\$19,397.82

Vendor: Perron

Check Number: 51649

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081720 PERRON	11/4/2020	001 007 558 50 49 01	PL-Staff Development	Reimburse - 2015 Intl Plumbing Code Study Companion - Perron	\$58.75
101520 PERRON	11/4/2020	001 007 558 50 49 01	PL-Staff Development	Reimburse - P2-Commercial Plumbing Inspector Exam - Perron	\$219.00
					\$277.75

Vendor: Purchase Power

Check Number: 51650

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01831977 1020	11/4/2020	001 007 558 50 42 00	PL-Communication	Postage	\$100.71
01831977 1020	11/4/2020	001 013 518 20 42 00	GG-Communication	Postage	\$189.03
01831977 1020	11/4/2020	101 016 543 30 42 00	ST-Communications	Postage	\$5.13
01831977 1020	11/4/2020	410 016 531 10 42 00	SW-Communications	Postage	\$5.13
					\$300.00

Vendor: Quadient Finance USA Inc

Check Number: 51651

Invoice No	Check Date	Account Number	Account Name	Description	Amount
80346335 1020	11/4/2020	001 008 521 20 42 00	LE-Communication	Postage PD	\$200.00
					\$200.00

Vendor: R Chip DiJulio

Check Number: 51652

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9279	11/4/2020	001 007 571 00 30 00	PL-Park & Recreation	LED Lamps Multi Colors/Magnetic Sockets/Light Bulbs	\$5,112.67
					\$5,112.67

Vendor: Seattles Finest Security & Traffic Control LLC

Check Number: 51653

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19213	11/4/2020	001 010 576 80 31 10	PK - Boat Launch Expenses	Camera System Install/Rental Davies Beach	\$3,693.00
19422	11/4/2020	001 010 576 80 31 10	PK - Boat Launch Expenses	Camera System Rental Davies Beach	\$2,943.00
					\$6,636.00

Vendor: Snohomish Co-Op Inc

Check Number: 51654

Invoice No	Check Date	Account Number	Account Name	Description	Amount
297843	11/4/2020	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$75.31
					\$75.31

Vendor: Snohomish County 911

Check Number: 51655

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3004	11/4/2020	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$31,935.50
					\$31,935.50

Vendor: Snohomish County Auditor
Check Number: 51656

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 AUDITOR 1	11/4/2020	001 013 518 20 41 00	GG-Professional Service	Recording Fees for Relinquishment of Easement LS School District	\$107.50
					\$107.50

Vendor: Snohomish County Auditor
Check Number: 51657

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 AUDITOR 2	11/4/2020	001 013 518 20 41 00	GG-Professional Service	Recording Fees for NGPA Easement LS School District	\$108.50
					\$108.50

Vendor: Snohomish County Planning and Development Svcs
Check Number: 51591

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 PLAN DEV 1	10/27/2020	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Tech Fee Docket Application for Proposed UGA Expansion Area 1	\$46.65
					\$46.65

Vendor: Snohomish County Planning and Development Svcs
Check Number: 51592

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 PLAN DEV 2	10/27/2020	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Tech Fee Docket Application for Proposed UGA Expansion Area 2	\$46.65
					\$46.65

Vendor: Snohomish County Planning and Development Svcs
Check Number: 51593

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 PLAN DEV 3	10/27/2020	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Tech Fee Docket Application for UGA Expansion Area 3	\$46.65
					\$46.65

Vendor: Snohomish County Planning and Development Svcs

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 PLAN DEV 4	10/27/2020	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Tech Fee Docket Application for UGA Expansion Area 4	\$46.65
					\$46.65

Vendor: Snohomish County PUD
Check Number: 51658

Invoice No	Check Date	Account Number	Account Name	Description	Amount
105446177	11/4/2020	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$59.35
105446177	11/4/2020	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$59.36
105446177	11/4/2020	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$59.36
108748325	11/4/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$71.72
108748325	11/4/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$184.55
118656970	11/4/2020	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$53.18
125289438	11/4/2020	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$163.97
125289438	11/4/2020	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$163.97
125289438	11/4/2020	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$163.97
141698741	11/4/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Electric	\$533.84
141698741	11/4/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Water	\$80.24

145032144	11/4/2020	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$16.03
145034685	11/4/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	\$66.52
					\$1,676.06

Vendor: Snohomish County PW

Check Number: 51659

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000536761	11/4/2020	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maint Sept 2020	\$1,059.77
I000536770	11/4/2020	101 016 542 30 41 02	ST-Professional Service	Bridge Inspection Services Sept 2020	\$487.74
					\$1,547.51

Vendor: Snohomish County Sheriffs Office

Check Number: 51660

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-6502	11/4/2020	001 008 523 60 41 00	LE-Jail	Jail Services Sept 2020	\$40,864.88
					\$40,864.88

Vendor: Snohomish County Treasurer

Check Number: 51661

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110320 SNOCO	11/4/2020	633 000 589 30 00 06	Crime Victims Compensation	Crime Victims Compensation Oct 2020	\$326.05
					\$326.05

Vendor: Sound Publishing Inc

Check Number: 51662

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH911258	11/4/2020	001 013 518 30 41 01	GG-Advertising	Ordinance 1097	\$35.00
EDH911926	11/4/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0167 Soper Hill Final Short Plat	\$61.60
					\$96.60

Vendor: SVR Inc

Check Number: 51663

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24599	11/4/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Dumpster Rental - Froniter Heights	\$576.92
					\$576.92

Vendor: Tandem Services Corp Inc

Check Number: 51664

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15729	11/4/2020	001 010 576 80 45 00	PK-Equipment Rental	Portable Restroom Rental Frontier Heights	\$125.00
15748	11/4/2020	001 010 576 80 45 00	PK-Equipment Rental	Portable Restroom Rental Timbers Community Park	\$125.00
					\$250.00

Vendor: Technological Services Inc

Check Number: 51665

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17925	11/4/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Computer Diagnostics/Tires/Express Lube T-17-72	\$1,767.00
17931	11/4/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Fluids/Tire Rotation/Brake Inspect PT-19-81	\$74.66
17961	11/4/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tires/Brake Inspect/Computer Diagnositcs A-20-92	\$625.20
17996	11/4/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Fluids/Tire Rotation/Brake Inspect PT-20-87	\$74.66
					\$2,541.52

Vendor: Thomco Aggregate LLC

Check Number: 51666

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2740	11/4/2020	411 016 594 31 60 04	Callow Road Drainage	Concrete	\$41.75
					\$41.75

Vendor: Tom Astrof Construction Inc

Check Number: 51667

Invoice No	Check Date	Account Number	Account Name	Description	Amount
191021-143	11/4/2020	309 016 595 61 63 01	Sidewalk Construction	Sono Tubes	\$561.74
					\$561.74

Vendor: Trinity Contractors Inc

Check Number: 51668

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 2 DC	11/4/2020	411 016 594 31 60 00	Decant Facility Project	Hartford Decant Facility Project 18037	\$209,655.94
PROGRESS 2 NC2	11/4/2020	302 010 594 76 61 01	PM - North Cove Capital	North Cove Phase II Project 19012	\$368,362.82
					\$578,018.76

Vendor: ULINE

Check Number: 51669

Invoice No	Check Date	Account Number	Account Name	Description	Amount
125263965	11/4/2020	001 012 575 30 31 00	CS- Museum - Operating	Moving Boxes for Museum	\$141.50
125918109	11/4/2020	002 013 594 18 60 01	CV - Capital Purchases	CV - Picnic Tables/Benches for Parks	\$15,442.94
					\$15,584.44

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 51595

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102320	10/27/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$407.26
					\$407.26

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 51596

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102320	10/27/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,632.53
					\$2,632.53

Vendor: Verizon Northwest

Check Number: 51670

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9865549255	11/4/2020	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,625.38
					\$2,625.38

Vendor: Washington State Dept of Ecology

Check Number: 51671

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-WAG994197-1	11/4/2020	410 016 531 10 31 02	SW-Operating Costs	Aquatic Pest Control Permit July 2020 - June 2021	\$682.00
					\$682.00

Vendor: Washington State Support Registry
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102320	10/27/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$363.50
					\$363.50

Vendor: Wave Broadband
Check Number: 51672

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103946401-0008471	11/4/2020	001 002 513 11 42 00	AD-Communications	Telephone Service	\$36.11
103946401-0008471	11/4/2020	001 003 514 20 42 00	CC-Communications	Telephone Service	\$72.21
103946401-0008471	11/4/2020	001 004 514 23 42 00	FI-Communications	Telephone Service	\$72.21
103946401-0008471	11/4/2020	001 005 518 10 42 00	HR-Communications	Telephone Service	\$36.11
103946401-0008471	11/4/2020	001 006 518 80 42 00	IT-Communications	Telephone Service	\$108.31
103946401-0008471	11/4/2020	001 007 558 50 42 00	PL-Communication	Telephone Service	\$234.79
103946401-0008471	11/4/2020	001 007 559 30 42 00	PB-Communication	Telephone Service	\$36.10
103946401-0008471	11/4/2020	001 008 521 20 42 00	LE-Communication	Telephone Service	\$1,228.00
103946401-0008471	11/4/2020	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service Museum	\$36.10
103946401-0008471	11/4/2020	001 012 575 50 42 00	CS- Pavillion - Communication	Telephone Service	\$36.10
103946401-0008471	11/4/2020	001 013 518 20 42 00	GG-Communication	Telephone Service	\$144.41
103946401-0008471	11/4/2020	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$207.77
103946401-0008471	11/4/2020	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$207.77
103946401-0008471	11/4/2020	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$632.70
103946401-0008471	11/4/2020	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases - The Mill Credit	(\$573.54)
					\$2,515.15

Vendor: Welch Comer & Associates Inc
Check Number: 51673

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5500020-003	11/4/2020	309 016 595 61 60 02	Sidewalk Cap - 117th Ave NE	Preliminary Design 117th Ave Sidewalk	\$15,740.00
					\$15,740.00

Vendor: West Marine Pro
Check Number: 51674

Invoice No	Check Date	Account Number	Account Name	Description	Amount
003477	11/4/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Flag - Skier Down	\$493.01
					\$493.01

Vendor: WM Corporate Services Inc
Check Number: 51675

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0054054-2588-4	11/4/2020	310 016 544 40 41 00	20th St SE - Professional Srv	Dumpster Service - 9105 20th SE Late Fee	\$1.88
0054408-2588-2	11/4/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Dumpster Service - 9105 20th St SE Welton Demo	\$3,930.00
					\$3,931.88

Vendor: Zachor and Thomas Inc PS
Check Number: 51676

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-LKS00010	11/4/2020	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services Oct 2020	\$12,900.00
					\$12,900.00

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

Tuesday, October 20, 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: 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

OTHERS:

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

Lake Stevens Rowing Club

Director Durpos presented a PowerPoint to the Council regarding the Lake Stevens Rowing Club (LSRC) Boathouse Move – Near Term Plan. He reviewed the next steps with the Council:

- Rezone of the property to allow multi use sport facility
- Complete land survey to determine how much of the property is usable for both the current and future buildings
- Demolish house, clear and prep the land for boathouse
- Determine the cost of upgrades to the current structure
- Define schedule of events
- Agree to financial responsibility
- Lease agreement

Council and staff engaged in a discussion and agreed with the next steps.

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

Councilmember Jorstad explained that 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 has been provided in the Council packet for review and discussion.

Council engaged in a discussion. Council discussed several concerns with the tax including the fact that it did not include a sunset clause. Councilmember Jorstad stated that this letter would need to be sent by October 28, 2020. Council decided to compose a new letter with the concerns from the City of Lake Stevens and bring this back to the October 27, 2020 meeting for action.

2021 Preliminary Budget

Finance Director Stevens and Senior Accountant Roundy discussed the 2021 preliminary budget with the Council. Accountant Roundy focused on the property tax levy for 2021 and explained to the Council about the property tax limitations and declaring a substantial need. The

Council reviewed the Transportation Benefit District, Senior Center and Snohomish Health District as well as budget next steps. The next budget discussion with the Council will be November 10, 2020 for the budget public hearing.

Ordering Vehicles for 2021

Director Wright explained that during its preliminary budget discussions, Council was supportive of purchasing additional vehicles for Planning and Community Development. An additional vehicle would be purchased for Public Works.

The cost of all three vehicles would be approximately \$100,000. 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.

Council and staff reviewed the vehicle requests and agreed with the recommendation. This item will come back to the October 27, 2020 meeting for action.

Other:

Council agreed to cancel the November 3, 2020 Council meeting due to the election.

There being no further business the meeting was adjourned at 9:02 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

Tuesday, October 27, 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, Marcus Tagueant 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

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Petershagen, to add an Executive Session to the end of the meeting to discuss potential litigation. The motion passed 7-0-0-0.

MOTION. Councilmember Dickinson made a motion, seconded by Councilmember Ewing, to add the Lake Stevens Senior Center request to the agenda. The motion passed 7-0-0-0.

Council agreed to have the Lake Stevens Senior Center request be added to the agenda as a discussion item.

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

Roll Call

All Councilmembers were present.

Citizen Comments

Jerry Stumbaugh, Lake Stevens Senior Center. Mr. Stumbaugh presented a report to the Council from the Senior Center.

Vickie Hollingworth. Ms. Hollingworth stated that she wanted to be included in the annexation.

Scott Bennison. Mr. Bennison also spoke in favor of the annexation.

Dustin Lambro Mr. Lambro spoke as a union representative for Republic Services and stated that he hoped workers could stay with Waste Management.

Jennine Zari, 1013 166th Avenue SE, Lake Stevens. Ms. Zari stated that she was a Waste Management employee and customer and has worked there for 11 years.

Megan Ward, 1440 101st SE, Lake Stevens. Ms. Ward stated the same. She is excited for the new contract with Waste Management.

Anthony Lilli. Mr. Lilli stated that he was a resident of Lake Stevens and an employee of Republic Services. He urged the Council to stay with Republic.

Josh Schroeder, 2125 130th Drive, Lake Stevens. Mr. Schroeder stated he was a Republic Services employee. He asked the Council to hold off on this decision.

Melissa Illingsworth, 3014 127th Avenue NE, Lake Stevens. She stated that many of her family members have worked for the garbage company and urged the Council to talk to Republic Services.

Melissa Knaak, 1220 26th Street NE, Lake Stevens. Ms. Knaak stated that she is very happy with Republic.

Robin McGee, Lake Stevens resident. Ms. McGee stated that she is happy with Republic.

Tony Gianola. Mr. Gianola stated that he was the Operations Manager for Republic Services. He spoke in favor of Republic Services.

Leif Kysar. Mr. Kysar stated that he was the Shop Steward for Republic Services. He said he liked the fact that there is contract language not to displace workers.

Robert Rutledge. Mr. Rutledge stated that he was the District Manager for Waste Management. He stated that Waste Management strives for excellent service.

Marcy Manibusan. Ms. Manibusan stated that she was the Contract Manager for Waste Management. She spoke in favor of Waste Management.

Kent Kronenberg. Mr. Kronenberg stated that he was the General Manager of Republic Services. He stated that he was disappointed that the City only spoke to one hauler.

Derrick, 9003 15th Place NE, Lake Stevens. Derrick stated that he worked for Waste Management. He said he was thankful that the City is going with Waste Management.

David. David stated he worked for Republic Services. He urged the Council to continue with Republic Services.

Russell Jo. Mr. Jo stated that he was the Municipal Relations Manager with Republic Services. He urged the Council to table this vote tonight since there was no urgency.

Council Business

Skipped due to time constraints.

Mayor's Business

Skipped due to time constraints.

Consent Agenda

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

The consent agenda included the following:

Vouchers

- City Council Workshop Meeting Minutes of October 6, 2020
- City Council Regular Meeting Minutes of October 13, 2020
- Authorize Ordering Vehicles for 2021
- Resolution #2020-24 Authorizing Grant Applications for Guest Moorage at North Cove Park

Action Items:

Solid Waste Contract with Waste Management

City Administrator Brazel and Director Durpos explained that 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.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Jorstad, to approve the solid waste contract with Waste Management.

Councilmember Daughtry stated that he would be voting no to the motion due to the process.

Councilmember Tageant stated that this is not an easy decision.

Councilmember Dickinson stated the same.

Councilmember Jorstad stated that she trusts staff's recommendation on this.

Councilmember Petershagen also stated that this is a hard decision.

Councilmember Ewing thanked City Administrator Brazel for his work on the contract language about worker displacement.

Councilmember Frederick stated the same.

MOTION. Councilmember Petershagen called for the question.

ORIGINAL MOTION VOTE. The motion passed 6-1-0-0 with Councilmember Daughtry voting no.

Ordinance 1098 Amending LSMC 2.76.030 Additional Employee Benefits and Policies

Director Warrington explained that 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.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Ewing, to approve Ordinance 1098 Amending LSMC 2.76.030 Additional Employee Benefits and Policies. The motion passed 7-0-0-0.

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

Councilmember Jorstad stated that 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.

MOTION. Councilmember Dickinson made a motion, seconded by Councilmember Frederick, to put this letter forth to the Snohomish County Council.

Council engaged in a lengthy discussion.

MOTION. Councilmember Jorstad called for the question.

ORIGINAL MOTION VOTE: The motion passed 6-1-0-0 with Councilmember Petershagen voting no.

Resolution for Multi-Family Tax Exemption

Planner Gassaway explained that staff has included a draft of the code amendment and an updated Target Area Map for City Council's review. Staff recommendation for tonight is to have Council adopt the target areas by resolution and schedule a public hearing to formally adopt the target areas and associated Multifamily Tax Exemption code amendment.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Dickinson, to adopt Resolution 2020-24 to approve the proposed target areas and set the public hearing date for November 10, 2020. The motion passed 7-0-0-0.

City Clerk note for the record: This Resolution number is 2020-23 (not 2020-24). Final copy of the Resolution for Multi-Family Tax Exemption will be filed as 2020-23.

Senior Center Discussion

Due to the late hour, this discussion will be added to the November 10, 2020 budget discussions.

Executive Session

The meeting was recessed to Executive Session at 9:04 p.m. to discuss Potential Ligation per RCW 42.30.110 1(i) for approximately 10 minutes.

At 9:14 p.m. the executive session was continued for 2 minutes.
The meeting reconvened to regular session at 9:19 p.m.

Adjourn

MOTION. Moved by Councilmember Daughtry, seconded by Councilmember Jorstad, to adjourn the meeting at 9:19 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: November 10, 2020

Subject: Deviation to Phasing Schedule for The Timbers Subdivision (formerly known as Nourse)

Contact Person/Department: Melissa Place, Senior Planner **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the deviation from the phasing schedule as set forth in the Amendment No. 2 to the Development Agreement for the subdivision.

SUMMARY / BACKGROUND:

The Timbers subdivision project has deviated from the phasing schedule as set forth in Attachment D of Amendment No. 2 to the Development Agreement (see excerpt below and Attachment 2). The project is substantially ahead of schedule for Phases III & IV - now known as Divisions 2 and 5, which were originally slated for completion in 2021–2022. D.R. Horton, the project applicant, is requesting final binding site plan approval from the city under permit # LUA2020-0101. During review of the binding site plan, staff identified that city council consent is needed for such deviation from the original schedule (Item # 3 under the Development Agreement - see excerpt below).

In order to demonstrate compliance with this requirement, a status report from the owners (identifying it is ahead of schedule) was provided to the City on October 9th (Attachment 1). If the Council is agreeable to the expedited schedule, written consent (in the form of City Council minutes) shall be provided to the applicant.

ATTACHMENT D - PHASING SCHEDULE

PHASE	DIVISION	LOT COUNT	TOTAL	SCHEDULE
Offsite Sewer				2017
PHASE I	1	24		2017-2018
Total Lots in Phase I				24
PHASE II	2	38		2018-2019
	3	32		2018-2019
	4	44		2019-2020
Total Lots in Phase II				114
PHASE III	5	14		2020-2021
	6	42		2020-2021
	7	21		2021-2022
Total Lots in Phase III				77
PHASE IV	8	14		2021-2022
	9	21		2021-2022
Total Lots in Phase IV				35

- 3 Estimated Project Schedule The Estimated Project Schedule in AMENDMENT 1 is hereby revoked and amended and replaced with the Phasing Schedule in Attachment D. Owners will not materially deviate from the Phasing Schedule in Attachment D without the express written consent of the City Council. The land development shall be complete and no further work on the development shall occur after the Automatic Termination Deadline. Owners shall provide written progress reports semi-annually on January 15 and July 15 of each year concerning the development and showing compliance with the Phasing Schedule in Attachment D. These reports will be submitted to the Director of Planning and Community Development or designee. Land development as referenced herein shall mean the completion of construction activities or bonding of uncompleted construction activities and the recording of the Binding Site Plan for all 4 phases.

APPLICABLE CITY POLICIES: LSMC 14.16C.055 Development Agreements and LSMC 14.18.155 Phased Development.

BUDGET IMPACT: There is not a budget impact.

Attached: Attachment 1 – DR Horton Status Report on The Timbers Divisions 2 and 5, dated September 25, 2020

Attachment 2 – Amendment No. 2 to the Development Agreement

DR Horton / City of Lake Stevens

The Timbers Phase 2

Progress Report due for Final Recording

September 25, 2020

Outstanding Issues:

- Status of Field Construction – City and Contractor have performed field inspections of the completed and installed improvements and no written punch list is anticipated. Lake Stevens Sewer District (LSSD) has verbally approved improvements, and DR Horton is in the final close out process with them. Snohomish County PUD Water performed the final walk on September 21, 2020 with a final punch list to follow.
 - Application for the Fire Gate installation will be applied for in the next week.
 - NGPA – Wetland plantings installed in both Div 5 and Phase 2
 - Park and Landscaping installed in both Div 5 and Phase 2 (except for street trees and shade trees)
 - Off-site power installation will begin on September 30, 2020. Once completed the on-site wires will be pulled and the plat will be energized.
- As-Builts – LDC, Inc submitted Div. 5 to the city on September 3, 2020. They have followed up to confirm the status of these, as DR Horton is waiting to hear if these are approved or if there are comments DR Horton will need to address. The balance of Phase 2 city as-builts are anticipated to be submitted September 28, 2020. LSSD as-builts were submitted on September 17, 2020, DR Horton are waiting for comments/approval. Snohomish County PUD Water as-builts were submitted on September 17, 2020, DR Horton are waiting for comments/approval.
- Final Binding Site Plan (BSP) – The Timbers Ph. 1 Condo/BSP recorded on 5/22/2019 under Snohomish County Auditor's Number 201905225003. DR Horton received comments on September 3, 2020 for The Timbers Ph. 2 Condominium/Binding Site Plan. DR Horton is currently addressing comments with an estimated re-submittal date of October 2, 2020.
 - Recording BSP - Based upon the balance of remaining review/approvals required to approve the BSP for recording DR Horton is anticipating recording by October 26, 2020.
- Condominium Declaration for The Timbers – Originally recorded on 5/2/2019 under Snohomish County Auditor's Number 201905220476
 - First Amendment to Condominium Declaration – to be recorded with The Timbers Ph. 2 BSP/Condo Map to include Phase 2 lots under the same Declaration.
- Bonding
 - Phase 1 -

- Performance Bonds:

1. S1 - Offsite Surface Improvements SR92 – Currently being inspected for release.
2. S2 – Offsite Surface Improvements - Currently being inspected for release.
3. S3 – Tract 995 Storm Improvements – To remain in place.
4. S4 – Onsite Surface Improvements – To be replaced. In process with city to provide a new Performance Bond, any incomplete improvements will be covered under that bond.
5. L1 - Callow Rd. Streetscape - Currently being inspected for release.
6. L2 – Park Equipment & Landscaping - To be replaced. In process with city to provide a new Performance Bond, any incomplete improvements will be covered under that bond.
7. L3 – Plat Street Landscaping – Will remain on performance bond until the home construction is complete.
8. L4 – Onsite Surface Improvements - To be replaced. In process with city to provide a new Performance Bond, any incomplete improvements will be covered under that bond.

- Phase 2

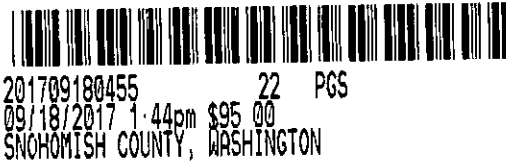
- Existing Performance Bonds:

1. Critical Area – Currently in place. To be replaced with a Maintenance Bond at recording of Phase 2.
2. Phase 2 Div. 5 Frontage Improvement - Currently in place. To be replaced with a Maintenance Bond at recording of Phase 2.
3. Phase 2 Frontage Improvement Performance- Currently in place. To be replaced with a Maintenance Bond at recording of Phase 2.
4. Phase 2 Erosion Control - Currently in place. To be replaced with a Maintenance Bond at recording of Phase 2.
5. Phase 2 Performance Bond - Currently in place. To be replaced with a Maintenance Bond at recording of Phase 2.

- Impact Fee Credits

- Traffic Impact Credits Summary Sheet – To be delivered to city under separate cover
 - Park Impact Credits Summary Sheet - To be delivered to city under separate cover

ATTACHMENT 2



City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

Please print or type information

Document Title(s) (or transactions contained therein)

Amendment No 2 to Development Agreement

Grantor(s) (Last name first, then first name and initials)

KR-N9, LLC, as the successors and assigns of L116-F Nourse, LLC

Additional names on page ____ of document

Grantee(s) (Last name first, then first name and initials)

City of Lake Stevens, a Municipal corporation

Additional names on page ____ of document

Legal description (abbreviated i.e., lot, block, plat or section; township, range, qtr /qtr)

SEC 06 TWP 29 RGE 06

Additional legal is on page ____ of document See pages 7-14 for additional legals

Reference Number(s) of Documents assigned or released

200706140102 and 201107150061

Additional numbers on page ____ of document

Assessor's Property Tax Parcel/Account Number 29060600403300, 29060600403200, 29060600403100, 29060600403000, 29060600402900, 29060600402901, 29060600402800, 29060600403600, 00385700200100, 29060600200900, 29060600300500, 29060600302200, 29060600300400, 29060600302500, 29060600302600, 29060600301800, 29060600301700, 00385700500101

Property Tax Parcel ID is not yet assigned

Additional parcel numbers on page ____ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Amendment No. 2 to Development Agreement Recorded for the Nourse Property under
Snohomish County Auditor File #200706140102
DEVELOPMENT AGREEMENT
Nourse Property (CUP 2006-1)

This Amendment No. 2 (AMENDMENT 2) is entered into this 29th day of ~~August~~ 2017 by and between the City of Lake Stevens, Washington, a Washington Municipal Corporation (the "City") and KR-N9, LLC, a Washington limited liability company ("Owners") as the successors and assigns of L116-1 Nourse, LLC "Owners" shall also include any successors and assigns of KR-N9, LLC, and

WHEREAS, City and L116-1 Nourse, LLC are parties to a DEVELOPMENT AGREEMENT dated April 25, 2007 recorded under Snohomish County Auditor File No. 200706140102 adopted and incorporated herein by reference, and

WHEREAS, City and Owners are parties to **Amendment no. 1/ (5-Year Extension to a Development Agreement Recorded for the Nourse Property Under Snohomish County Auditor File #200706140102 (AMENDMENT 1)**, dated July 13, 2011 recorded under Snohomish County Auditor File No. 201107150061 adopted and incorporated herein by reference, and

WHEREAS, AMENDMENT 1 provides that the DEVELOPMENT AGREEMENT and AMENDMENT 1 "shall automatically terminate unless construction continues under a building permit issued before the expiration of the Agreement", that is before midnight April 25-26, 2017; and

WHEREAS, the DEVELOPMENT AGREEMENT, AMENDMENT 1, and this AMENDMENT 2 pertain to real property located within the City and legally described in Attachment A, which property is hereby referred to as the "Property," and

WHEREAS, Owners have applied for and permits have been issued as set out in Attachment B to this AMENDMENT 2, and

WHEREAS, Owners applied for an Administrative Interpretation on April 25, 2017 under LSMC 14 16C 035 (e) applicable to this specific project to determine if the DEVELOPMENT AGREEMENT and AMENDMENT 1 have terminated or if construction may continue on the development under the terms of the DEVELOPMENT AGREEMENT, AMENDMENT 1 and this AMENDMENT 2, and

WHEREAS an Administrative Interpretation issued on April 25, 2017 consistent with the application and the Administrative Interpretation was not appealed and is now final and binding,

WHEREAS, City and Owners wish to amend the terms and conditions of construction under the DEVELOPMENT AGREEMENT and AMENDMENT 1 if construction continues; and

WHEREAS, Owners have invoked the dispute resolution provisions of paragraph 12 related to commencement of construction, expiration of the DEVELOPMENT AGREEMENT and vesting,

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Owners agree as follows:

1. Conditions to effectiveness of AMENDMENT 2 This AMENDMENT 2 shall not be effective until the following conditions have occurred and are fully satisfied
 - a. A public hearing concerning this AMENDMENT 2 occurs under LSMC 14.16B 605, *et seq* on or after June 13, 2017
 - b. The City Council of the City of Lake Stevens approves this AMENDMENT 2 and authorizes the Mayor to sign the same.
 - c. The action of the City Council to approve this AMENDMENT 2 is final and not further appealable in any forum
 - d. Upon the occurrence of these conditions, signature by the Mayor and recording of this AMENDMENT 2, the DEVELOPMENT AGREEMENT previously and presently amended shall become effective as of the date of City Council approval. The DEVELOPMENT AGREEMENT as amended shall be effective for a period of five years from the date of approval and expire on midnight on the fifth-year anniversary of City Council approval
2. Additional Permits and Approvals Owners agree to apply for, pay all applicable fees for, and obtain all additional permits and approvals required for completion of the development. Such permits and approvals shall be consistent with the conceptual site plan included as Attachment C, with a maximum density not to exceed 250 unit lots.
3. Estimated Project Schedule The Estimated Project Schedule in AMENDMENT 1 is hereby revoked and amended and replaced with the Phasing Schedule in Attachment D. Owners will not materially deviate from the Phasing Schedule in Attachment D without the express written consent of the City Council. The land development shall be complete and no further work on the development shall occur after the Automatic Termination Deadline. Owners shall provide written progress reports semi-annually on January 15 and July 15 of each year concerning the development and showing compliance with the Phasing Schedule in Attachment D. These reports will be submitted to the Director of Planning and Community Development or designee. Land development as referenced herein shall mean the completion of construction activities or bonding of uncompleted construction activities and the recording of the Binding Site Plan for all 4 phases.
4. Voluntary Revisions to the Development Notwithstanding any prior approval, Owners agree voluntarily to revise the Development as set out in Attachment E. All revisions shall be performed in a good and professional manner. Owners will not materially deviate from the Revisions without the express written consent of the City Council.

- 5 Fees and Charges Owners agree that they have no vested rights concerning fees and/or charges to be paid to the City for the proposed development and agree to pay mitigation fees and charges and utility connection fees and charges at the rates of the City or partner agencies at the time such fees and/or charges are due under the Lake Stevens Municipal Code or other agency standards or other government or agency standards or requirements
- 6 Complete Agreement This AMENDMENT 2 is a complete agreement between the parties concerning the subject matters addressed in this AMENDMENT 2
- 7 Ratification Except as expressly modified herein, the terms of the DEVELOPMENT AGREEMENT and AMENDMENT 1 are hereby ratified and confirmed and remain in full force and effect.
8. Counterparts This AMENDMENT 2 may be executed in counterparts
- 9 Binding Effect This Amendment 2 shall be binding and in effect on any successors and assigns of KR-N9, LLC and Grayl Washington, LLC
- 10 Authority The persons signing this AMENDMENT 2 represent and warrant that they have the full right, power, and authority to enter this AMENDMENT 2, to bind the party on behalf of whom they are signing
- 11 Entire Agreement The DEVELOPMENT AGREEMENT, AMENDMENT 1, this AMENDMENT 2 and a separate Settlement Agreement constitute the entire agreement between the parties and supersedes all prior discussions and negotiations
- 12 Modification This AMENDMENT 2 may be modified only by a written agreement signed by the parties hereto done as after action as required by law, which may include a public hearing and approval by the City Council of the City
- 13 Choice of Law. The interpretation and enforcement of this AMENDMENT 2 shall be governed by the laws of the State of Washington. further, the parties agree to be subject to the jurisdiction of the State of Washington and that venue of any action shall lie in Snohomish County, Washington
- 14 Purpose and Construction of Agreement This AMENDMENT 2 shall not be, construed or characterized as an admission of liability or wrongdoing on the part of any party and shall be given a balanced and neutral construction

Executed this 29 day of August 2017

City of Lake Stevens

(By John Spence
John Spence, Mayor

KR-N9, LLC,
a Washington Limited Liability Company

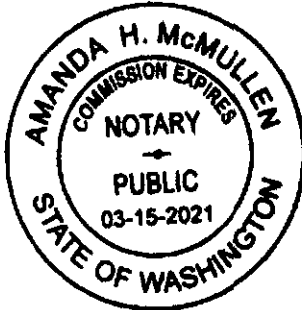
By *Tim Kaintz*
Tim Kaintz Manager Member

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that
Tim Kaintz is the person who appeared before me, and said
person acknowledged that he signed this instrument, on oath stated that he was authorized to
execute the instrument and acknowledged it as the Member
of KR-N9, LLC to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.

DATED this 29th day of August, 2017.



Amanda H. McMullen
Amanda H. McMullen
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at LAKE STEVENS
My appointment expires 03/15/2021

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

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

DATED this _____ day of _____, 2017.

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

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

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

DATED this 29th day of August, 2017



Kathleen Kanner Pugh
Kathleen Kanner Pugh
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish
My appointment expires 12/19/2020

CHICAGO TITLE COMPANY

ATTACHMENT A - LEGAL PLAT CERTIFICATE
DESCRIPTION The "Property" SCHEDULE A

(Continued)

Order No 5610895

LEGAL DESCRIPTION

PARCEL A

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M ,
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881 24 FEET,
THENCE NORTH 85°33' WEST 2062 39 FEET TO THE TRUE POINT OF BEGINNING,
THENCE NORTH 13°52' EAST 221 48 FEET,
THENCE NORTH 87°34' WEST 731 82 FEET TO THE NORTH AND SOUTH LINE THROUGH CENTER OF SECTION 6,
THENCE SOUTH ON THE NORTH AND SOUTH CENTERLINE 630 FEET,
THENCE NORTH 61°8' EAST 793 48 FEET TO THE TRUE POINT OF BEGINNING,
EXCEPT THE EASTERLY 15 FEET FOR ROAD

(TRACT 64 RUCKER BROS. UNRECORDED PLAT)

PARCEL B

ALSO BEGINNING AT THE QUARTER CORNER ON THE EAST LINE OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M ,
THENCE SOUTH 1881 24 FEET,
THENCE NORTH 85°33' WEST 2062 39 FEET, TO THE WEST LINE,
THENCE NORTH 13°52' EAST 221 48 FEET TO THE TRUE POINT OF BEGINNING,
THENCE NORTH 13°52' EAST 331 58 FEET,
THENCE NORTH 87°56' WEST TO THE CENTER LINE OF THE SECTION,
THENCE SOUTH 320 FEET,
THENCE SOUTH 87°34" EAST TO THE TRUE POINT OF BEGINNING
EXCEPT THE EASTERLY 15 FEET FOR ROAD

(TRACT 65 RUCKER BROS UNRECORDED PLAT)

PARCEL C

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M ,
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881 24 FEET,
THENCE NORTH 85°33' WEST 2062 39 FEET TO THE WEST LINE OF 109TH AVE N E ,
THENCE NORTH 13°52' EAST 553 06 FEET TO THE TRUE POINT OF BEGINNING,
THENCE NORTH 13°52' EAST 280 89 FEET,
THENCE NORTH 89°07' WEST 1078 84 FEET MORE OR LESS TO THE WEST LINE OF TRACT DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797 AND PROJECTED SOUTHERLY,
THENCE SOUTH 1°06' WEST 291 95 FEET TO THE NORTH LINE OF BLOCK 2 BAILLYS 3RD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS,
THENCE NORTH 81°23' EAST 212 49 FEET,

SEE NEXT PAGE

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No 005610895

LEGAL DESCRIPTION

THENCE SOUTH 87°56' EAST TO THE TRUE POINT OF BEGINNING
EXCEPT THE EASTERLY 15 FEET FOR ROAD

(TRACT 66 RUCKER BROS UNRECORDED PLAT)

PARCEL D

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH,
RANGE 6 EAST, W M ,
THENCE SOUTH ALONG LINE BETWEEN SAID SECTIONS, 1881 24 FEET,
THENCE NORTH 85°33'25" WEST 2062 39 FEET,
THENCE NORTH 13°52'10" EAST 833.95 FEET TO THE TRUE POINT OF BEGINNING,
THENCE NORTH 22°55' WEST 296.14 FEET,
THENCE NORTH 23°57' WEST 294.61 FEET,
THENCE SOUTH 88°30'14" WEST TO THE EAST LINE OF A TRACT OF LAND CONVEYED TO
DOMECELE KRIZUS BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797, IN VOLUME
134 OF DEEDS, PAGE 625, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH ALONG SAID EAST LINE TO A POINT NORTH 89°07'14" WEST FROM THE TRUE
POINT OF BEGINNING,
THENCE SOUTH 89°07'14" EAST TO THE TRUE POINT OF BEGINNING,
EXCEPT THE EASTERLY 15 FEET FOR ROAD PURPOSES

(TRACTS 67 AND 68 RUCKER BROS UNRECORDED PLAT)

PARCEL E

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE
NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF
NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION
6, THENCE SOUTH 29 NORTH, RANGE 6 EAST, W M , LYING SOUTHERLY OF SECONDARY STATE
HIGHWAY NO 15-A, DESCRIBED AS FOLLOWS

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M ,
THENCE SOUTH 87°19' WEST 216.06 FEET TO THE NORTHEAST CORNER OF THE KRIZUS TRACT
AS CONVEYED UNDER AUDITOR'S FILE NO 162797 AND THE TRUE POINT OF BEGINNING,
THENCE CONTINUE SOUTH 89°19' WEST ALONG THE NORTHERLY LINE OF SAID KRIZUS TRACT
72.54 FEET TO THE SOUTHEAST CORNER OF THE DONAHUE TRACT AS CONVEYED UNDER
AUDITOR'S FILE NO 949828,
THENCE NORTH ALONG THE EASTERLY LINE OF SAID DONAHUE TRACT A DISTANCE OF 612.61
FEET TO THE CENTER LINE OF A ROAD CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S
FILE NO 188734,
THENCE ALONG THE CENTERLINE OF SAID ROAD SOUTH 53°21' EAST 139.6 FEET,
THENCE SOUTH 75°14' EAST ALONG SAID CENTER LINE 393.8 FEET,
THENCE SOUTH 49°55' EAST ALONG SAID CENTERLINE 87.7 FEET,
THENCE SOUTH 33°08' EAST ALONG SAID CENTERLINE 480.8 FEET,

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No 005610895

LEGAL DESCRIPTION

THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 23°57' EAST 215 05 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE HAINES TRACT AS CONVEYED UNDER AUDITOR'S FILE NO 841842,
THENCE SOUTH 88°30'14" WEST 840 99 FEET TO THE EASTERLY LINE OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO 162797,
THENCE NORTHERLY ALONG SAID EASTERLY LINE 252 35 FEET TO THE TRUE POINT OF BEGINNING
EXCEPT THAT PORTION THEREOF LYING NORTH OF THE SOUTH LINE OF SECONDARY STATE HIGHWAY NO 15-A, AND
EXCEPT THE EASTERLY 15 FEET FOR ROAD

(TRACT 69 AND A PORTION OF TRACT 75 AND 82 RUCKER BROS UNRECORDED PLAT)

PARCEL F

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M ,
THENCE NORTH ON THE LINE BETWEEN SECTIONS 5 AND 6 1254 16 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6,
THENCE NORTH 87°55'57" WEST ON THE 1/16TH LINE 1368 92 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THE TRUE POINT OF BEGINNING,
THENCE CONTINUING ON THE SAME COURSE 558 70 FEET MORE OR LESS TO THE CENTER OF THE COUNTY ROAD,
THENCE NORTH 13°52'10" EAST ON THE CENTER LINE OF THE COUNTY ROAD 280 89 FEET,
THENCE NORTH 22°55' WEST ON CENTERLINE OF COUNTY ROAD 219 9 FEET,
THENCE NORTH 89°41'30" EAST 614 95 FEET MORE OR LESS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6,
THENCE SOUTH 0°43'33" WEST ON THE 1/16 LINE 570 52 FEET TO THE TRUE POINT OF BEGINNING
EXCEPT THE WEST 15 FEET FOR ROAD

(TRACTS 72 AND 73 RUCKER BROS UNRECORDED PLAT)

PARCEL G

LOTS 1 AND 5 BLOCK 2, PLAT OF BAILEY'S THIRD ADD TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

PARCEL H

ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO 15-A, AS FOLLOWS

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No 005610895

LEGAL DESCRIPTION

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M ,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH 87°19' WEST 288 6 FEET TO POINT OF BEGINNING,
THENCE NORTH 370 4 FEET,
THENCE SOUTH 89°19' WEST 645 FEET,
THENCE SOUTH 2°22' WEST 295 7 FEET,
THENCE SOUTH 1°36' WEST 74 7 FEET,
THENCE EASTERLY TO THE POINT OF BEGINNING,
EXCEPT ROAD OFF THE WESTERLY SIDE OF SAID TRACT BEING A PART OF THE SOUTHEAST
QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, TOWNSHIP 29 NORTH, RANGE 6
EAST, W M

(ALSO KNOWN AS A PORTION OF TRACT 87, RUCKER BROTHERS UNRECORDED)

PARCEL I.

THE NORTH 396 4 FEET AS MEASURED ALONG THE EAST LINE OF THE FOLLOWING DESCRIBED
TRACT

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M ,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH 87°19' WEST 216 01 FEET TO THE TRUE POINT OF BEGINNING,
THENCE SOUTH 87°19' WEST 740 34 FEET,
THENCE SOUTH 1°36' EAST 281 6 FEET,
THENCE SOUTH 13°45' WEST FOR 244 4 FEET,
THENCE SOUTH 23 92 FEET,
THENCE NORTH 84°16" EAST 783 94 FEET,
THENCE NORTHERLY TO THE TRUE POINT OF BEGINNING,

EXCEPT COUNTY ROAD,

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY
INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 1272048

PARCEL C

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M ,
THENCE SOUTH 87° 19' WEST FOR 216 06 FEET,
THENCE SOUTH 1° 06' WEST FOR 396 4 FEET TO TRUE POINT OF BEGINNING,
THENCE SOUTH 87° 19' WEST FOR 756 2 FEET,
THENCE SOUTH 13° 45' WEST FOR 123 6 FEET,
THENCE SOUTH FOR 54 1 FEET,

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No 005610895

LEGAL DESCRIPTION

THENCE EAST TO A POINT WHICH IS 177 FEET SOUTH OF AND BEARS SOUTH 1° 06' WEST FROM THE TRUE POINT OF BEGINNING,
THENCE NORTH 1° 06' EAST FOR 177 FEET TO THE TRUE POINT OF BEGINNING,

TOGETHER WITH THAT PARCEL OF LAND LYING EAST OF THE CALLOW ROAD AND BETWEEN THE NORTH AND SOUTH LINES OF THE ABOVE DESCRIBED TRACT AS EXTENDED WESTERLY TO THE EAST LINE OF CALLOW ROAD,
EXCEPT THE WEST 165 FEET AS MEASURED ALONG THE NORTH LINE OF SAID TRACT OF THE NORTH 115 FEET OF SAID TRACT AS MEASURED ALONG THE EASTERLY MARGIN OF CALLOW ROAD,
EXCEPT THAT PORTION CONVEYED TO PAUL R CURNETT BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9612190321, DESCRIBED AS FOLLOWS

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS

BEGINNING AT THE CENTER OF SAID SECTION,
THENCE SOUTH 87° 19'00" WEST FOR 216 06 FEET,
THENCE SOUTH 1° 06' WEST FOR 396 40 FEET,
THENCE SOUTH 87° 19'00" WEST FOR 572 20 FEET, THE TRUE POINT OF BEGINNING,
THENCE SOUTH 87° 19'00" WEST FOR 19 FEET,
THENCE SOUTH 13° 45'00" WEST FOR 115 FEET,
THENCE NORTH 87° 19'00" EAST FOR 30 FEET,
THENCE NORTH 08° 21'48" EAST FOR 112 38 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.,
THENCE SOUTH 1° 24'35" WEST ALONG THE CENTERLINE OF SAID SECTION 6 A DISTANCE OF 1024 65 FEET (1026 42 FEET DEED),
THENCE SOUTH 81° 02'31" WEST (SOUTH 81° 13' WEST DEED) A DISTANCE OF 212 49 FEET TO THE POINT OF BEGINNING,
THENCE NORTH 1° 24'35" EAST, (NORTH 1° 06' EAST DEED) A DISTANCE OF 474.50 FEET (480 60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A LONG AND MARIE A LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084 RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH 87° 36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582 63 FEET TO THE POINT OF BEGINNING,
THENCE SOUTH 7° 30'18" WEST A DISTANCE OF 7 28 FEET,
THENCE NORTH 82° 29'42" WEST A DISTANCE OF 41 72 FEET TO SAID SOUTH LINE OF LONG'S TRACT,
THENCE NORTH 87° 36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42 35 FEET TO THE POINT OF BEGINNING

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No 005610895

LEGAL DESCRIPTION

PARCEL K

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

BEGINNING AT THE CENTER OF SAID SECTION,
THENCE SOUTH 87°19' WEST FOR 216 06 FEET,
THENCE SOUTH 1°06' WEST FOR 396 4 FEET,
THENCE SOUTH 87°19' WEST TO THE EASTERLY LINE OF THE CALLOW ROAD, THE TRUE POINT OF BEGINNING,
THENCE NORTH 87°19' EAST FOR 165 FEET,
THENCE SOUTH 13°45' WEST FOR 115 FEET,
THENCE SOUTH 87°19' WEST FOR 165 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF SAID CALLOW ROAD,
THENCE NORTH 13°45' EAST FOR 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, BEGINNING AT THE CENTER OF SAID SECTION,
THENCE SOUTH 87°19'00" WEST FOR 216 06 FEET,
THENCE SOUTH 1°06' WEST FOR 396 40 FEET,
THENCE SOUTH 87°19'00" WEST FOR 572 20 FEET THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19'00" WEST FOR 19 FEET,
THENCE SOUTH 13°45'00" WEST FOR 115 FEET,
THENCE NORTH 87°19'00" EAST FOR 30 FEET,
THENCE NORTH 08°21'48" EAST FOR 112 38 FEET TO THE TRUE POINT OF BEGINNING

PARCEL L.

PARCEL 1 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 96-109709 RECORDED UNDER AUDITOR'S FILE NUMBER 9612200070, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH 1°06' WEST ALONG THE CENTER LINE OF SAID SECTION 6 FOR 1,026 42 FEET,
THENCE SOUTH 81°13' WEST 212 49 FEET TO THE TRUE POINT OF BEGINNING,
THENCE CONTINUE SOUTH 81°13' WEST 776 84 FEET,
THENCE NORTH FOR 569 64 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JOSEPH A LONG AND MARIE A LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1367084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE EAST ALONG THE SOUTH LINE OF SAID LONG TRACT TO A POINT WHICH BEARS NORTH

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No 005610895

LEGAL DESCRIPTION

1°06' EAST FROM THE TRUE POINT OF BEGINNING,
THENCE SOUTH 1°06' WEST FOR 480 60 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M , RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M , RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH 1°24'35" WEST ALONG THE CENTER LINE OF SAID SECTION 6 A DISTANCE OF 1,024 65 FEET (1,026 42 FEET DEED),
THENCE SOUTH 81°02'31" WEST (SOUTH 81°13' WEST DEED) A DISTANCE OF 212 49 FEET TO THE POINT OF BEGINNING,
THENCE NORTH 1°24'35" EAST (NORTH 1°06' EAST DEED) A DISTANCE OF 474 50 FEET (480 60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A LONG AND MARIE A LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH 87°36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582 63 FEET TO THE POINT OF BEGINNING,
THENCE SOUTH 7°30'18" WEST A DISTANCE OF 7 28 FEET,
THENCE NORTH 82°29'42" WEST A DISTANCE OF 41 72 FEET TO SAID SOUTH LINE OF LONG'S TRACT,
THENCE NORTH 87°36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42 35 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT, LYING EASTERLY OF THE EAST MARGIN OF SNOHOMISH COUNTY ROAD, SURVEY NO. 905, BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M , RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE EAST 359 2 FEET ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION,
THENCE NORTH 589 64 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W M , RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH 84°16'12" WEST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER,
THENCE SOUTH ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING

PARCEL M

ALL THAT PORTION OF LOT 2 BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No 003610895

LEGAL DESCRIPTION

BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH $80^{\circ}03'34''$ WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 237 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE, THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5 OF SAID PLAT 234 FEET SOUTH $74^{\circ}53'$ WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE

(ALSO KNOWN AS LOT A OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510)

PARCEL N

LOTS 1 AND 2, BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON
EXCEPT THAT PORTION OF SAID LOT 2 LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH $80^{\circ}03'34''$ WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 234 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE, THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5, OF SAID PLAT 234 FEET SOUTH $74^{\circ}53'$ WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE

ALSO EXCEPT THE WEST 10 FEET AND THE SOUTH 15 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NUMBER 2400528

(ALSO KNOWN AS LOTS B, C & D OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510)

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ATTACHMENT B LISTING OF ISSUED PERMITS AND APPROVALS

DESCRIPTION	FILE/PERMIT #	STATUS
BINDING SITE PLAN		
4 phases	LUA2017-0042	In process 3-15-17 On hold pending 2nd Amendment
ROW VACATION		
107th	LUA2017-0043	Council Hearing April 25, 2017
109th	LUA2017-0061	On hold per City request
CIVIL PLANS		
TESC	LUA2017-0067	On hold pending 2nd Amendment
Clearing and Grading	LUA2017-0067	On hold pending 2nd Amendment
Road and Drainage	LUA2017-0067	On hold pending 2nd Amendment
Sewer	LUA2017-0067	On hold pending 2nd Amendment
Water	LUA2017-0067	On hold pending 2nd Amendment
WSDOT Callow/92	JA8373-02-0910	Approved
CONSTRUCTION		
Removal of Residences		Complete
Debris Removal		Under Construction 4-21-15
Construction Fencing		Under Construction 4-21-15
Construction of Access		Under Construction 4-21-17
Temporary Culverts		Under Construction 4-21-17
TESC		Under Construction 4-21-17
BUILDING PERMITS		
Vault permit	BLD2017-0221	On hold pending 2nd Amendment
Retaining Walls	BLD2017-0223	On hold pending 2nd Amendment
Residential	BLD2017-0222	Approved 4-24-17
OTHER PERMITS		
NOI-NPDES	WAR305297	Publication Complete 4-19-17
Forest Practices	2815715	Approved by City 4-20-17
Temporary Access	PWD2017-0030	Approved
ROW permit Callow		Pending LSSD
UTILITY AGREEMENTS		
Snohomish PUD water	DEA	Complete 4-19-17
Snohomish PUD power	application and fees	In design 4-18-17
LS Sewer District	DEA	Complete 4-10-17
Puget Sound Energy		Design pending PUD

NOTES

- 1 construction began on April 21
- 2 TESC installation began with access of temporary construction access
completion of TESC on hold pending 2nd Amendment and plan revisions

Conceptual Site Plan
Attachment C on file
at the City of Lake Stevens

ATTACHMENT D - PHASING SCHEDULE

PHASE	DIVISION	LOT COUNT	TOTAL	SCHEDULE
Offsite Sewer				2017
PHASE I	1	24		2017-2018
Total Lots in Phase I			24	
PHASE II	2	38		2018-2019
	3	32		2018-2019
	4	44		2019-2020
Total Lots in Phase II			114	
PHASE III	5	14		2020-2021
	6	42		2020-2021
	7	21		2021-2022
Total Lots in Phase III			77	
PHASE IV	8	14		2021-2022
	9	21		2021-2022
Total Lots in Phase IV			35	

ATTACHMENT E VOLUNTARY REVISIONS

The Owners voluntarily agree to revise the development of the Property as set out in this Attachment E. Each revision is agreed by the parties to be a material inducement to City to enter this Amendment. 2. City agrees to cooperate as provided for in this Attachment E.

A. Density

1. Owners agree to reduce the ORIGINAL unit lot count of 288 for the project under Section A 4 of this Attachment E to reduce impacts on City and partner agency infrastructure and capital facilities. For this document, unit lot will include the condominium structure and associated yard area.
2. The City has identified increasing "unit lot" sizes and providing parking areas as a preferred option to achieve a reduction in density.
 - Unit lots in Phase I shall have a minimum frontage width of 40 feet and an average lot size of not less than 3,600 square feet
 - Unit lots in Phases II, III and IV shall be comprised of the following
 - i. Unit lots which have a minimum frontage width of 40 feet and an average lot size of not less than 4,000 square feet
 - ii. Unit lots which have a minimum frontage width of 50 feet and an average lot size of not less than 5,000 square feet

Notwithstanding the above the unit lots closest to the existing neighborhoods, near the eastern and southeastern boundaries, will have a minimum frontage width of 50 feet and an average lot size of not less than 5,000 square feet. In addition, Owners have revised irregularly shaped lots throughout the proposed development as shown in Attachment C.

3. Owners have proposed alternatives to reduce the unit count, such as
 - Corner lots will have a minimum frontage width of not less than 50 feet;
 - Expanding park areas,
 - Eliminating all or some of the unit lots in the northeastern corner of the project that will be the most challenging to build, and
 - Increasing additional critical areas buffers throughout the project area

City will give reasonable consideration to proposed alternatives, but is not bound to grant or approve any proposed alternatives

4. However achieved under Section A 2, A 3 or a combination thereof, the Owners agree that on completion of the project, the maximum project density will not exceed 250 unit lots

B. Critical Areas

- 1 Owners agree to provide an addendum to the critical areas report addressing voluntary buffer expansions, buffer enhancements and habitat corridor links
- 2 Owners agree to increase buffer widths near parks in phases 3 and 4
- 3 Owners agree to increase buffers in the northeastern corner of the project between phases 2 and 4 and between phase 4 and 109th Ave SE
- 4 Owners agree to increase buffers east of Phase 4 on the eastern side of 109th Ave SE.
- 5 Owners agree to increase buffers throughout the project area where available and to provide buffer enhancements in critical areas buffers.

C. Transportation

- 1 Owners agree to use the City's current Engineering Design and Development Standards (Revision date May 18, 2016) for road sections within the development on the Property
- 2 Owners agree to submit updated traffic information to the City to identify current conditions
- 3 Owners agree to construct the following offsite improvements, under a separate permit
 - Reconstruct Callow Road from SR-92 to Lundeen Parkway to include a minimum of two 11-foot travel lanes, striped shoulder, a pedestrian path or sidewalk on the east side of the road, and associated improvements such as walls or rockeries
 - Construct section of Oak Road between Phases 1 and 3 of the project to include at a minimum two 11-foot travel lanes, a pedestrian sidewalk and paved shoulder between 109th Ave NE and Callow Road, and associated improvements such as walls or rockeries, and
 - Construct 109th Ave NE between proposed roads J and K south to Oak Road to include at a minimum two 11-foot travel lanes, a pedestrian sidewalk on the west side of the road, and associated improvements such as walls or rockeries, and
 - Construct 30th Street NE between 109th Ave NE and Cedar to include at a minimum two 11-foot travel lanes, paved shoulder, a pedestrian sidewalk on the north side of the road, and associated improvements such as walls or rockeries
- 4 Owners agree to install traffic calming features, e.g., bulb outs along Oak Road and 30th Street NE at appropriate intersections that may include 109th Ave NE, 107th Ave NE and Road B in Phase 1 or alternatively the Owners agree to install stop-controlled intersections at appropriate intersections to be determined at the construction plan design
5. Owners agree to install cul-de-sacs and bollards or other devices so that access between Van Dyke Road and 111th is physically limited so that non-emergency vehicles cannot pass through except during a time of emergency. Access should be given for emergency services only

6. Owners will identify current bus routes with Community Transit that may affect the project and comply with any request of Community Transit for a bus halt or stop
7. Owners agree to demarcate areas throughout the development to accommodate on-street or off-street parking due to the high-density configuration.
8. In the event the Owners application for the vacation of a portion of 109th Ave NE unopened Right-of-Way is granted and the Right-of-Way is vacated by the City, the Owners will provide the City an easement on a form acceptable to City to allow access to the stormwater pond on Parcel No. 00953400099400. Owners and the Public Works Director or designee will coordinate an acceptable access standards as part of the Right-of-Way vacation application.
9. Consistent with city code, the City agrees to provide credits for right-of-way acquisition costs when these fees are applied to construction of offsite transportation improvements.
10. Consistent with city code, the City agrees to provide credits for traffic impact fees when these fees are applied to construction of offsite transportation improvements. The fees, design or other reports associated with the permit applications for the road improvements described above and all costs associated with construction of these improvements may be credited to the traffic impact mitigation fees to the extent allowed by City Code.
11. The City agrees to be the applicant on road projects that may require an Army Corps permit for the following road improvements:
 - Reconstruction of Callow Road from SR-92 to Lundeen Parkway;
 - Reconstruction of a section of Oak Road between Phases 1 and 3 of the Nourse Development,
 - Construction of 30th Street NE between 109th Ave NE and Cedar, and
 - Construction of 109th Ave NE between proposed roads J and K south to Oak Road
12. The Owners of the Nourse Development will be responsible for any fees, design or other reports associated with the permit applications for the road improvements and all costs associated with construction of the improvements located within the Nourse Development or along the frontage of the Nourse Development
13. The City shall be responsible for its proportionate share of costs for the improvements described in the sections above for any improvements, which are not along the development's frontage, when the construction costs exceed contributions from traffic mitigation credits, in lieu fees by owners, or acquisition costs from right-of-way vacations granted to the owners

D. Fire

- 1 Owners agree to meet the intent and comply with the current fire code for all residential occupancies. Specifically, Owners agree to provide appropriate temporary and permanent secondary accesses for phases with more than 30 unit lots at locations mutually agreed with the City and Lake Stevens Fire District in specific divisions or provide sprinklers to unit lots that cannot meet this requirement
- 2 Owners agree to install appropriately spaced hydrants and cul-de-sacs in accordance with current City code and engineering standards

E. Schools

- 1 Owners agree to coordinate with the Lake Stevens School District on appropriate locations for bus stops, to construct same and to provide appropriate signage and staging areas at the bus stops

F. Parks and Landscaping

- 1 Owners agree to modify park areas in all phases
 - Tract 990, to be dedicated to the City upon completion, shall expand to the north and include parking
 - Tract 994 (Phase 3) would be reduced along slope to west and generally expanded to the east
 - Tract 995 (Phase 4) would be reduced along slope to west and generally expanded to the east
- 2 Owners agree to revise trails to be such that the overall length of the trails is reduced. The trails shall be widened where feasible. The City will not accept trail dedications
- 3 Owners agree to provide screening on SR-92 per LSMC 14.76.090. The screening shall include the extension of the screening from the intersection of SR-92 and Callow Rd north along 92 to the east end of the Nourse Development
- 4 Owners agree to provide screening in the southern division of Phase 3 to screen neighborhood to south. The screening shall be a minimum of 20-feet wide
- 5 The City agrees to provide credits for park impact fees when these fees are applied to construction of public park improvements consistent with city code
- 6 The fees, design or other reports associated with the permit applications for the Park improvements described above and all costs associated with construction of these improvements may be credited to the park impact mitigation fees to the extent allowed by City Code

G. Stormwater

- 1 Owner shall work with the City to design and construct appropriately-sized stormwater infrastructure and conveyance system along Callow Road.
- 2 Owner shall work with the City to design and construct appropriately-sized stormwater infrastructure and conveyance system along Oak Road
- 3 Owner shall work with the City to design and construct appropriately-sized stormwater infrastructure and conveyance system along 30th St NE
- 4 The City shall be responsible for its proportionate share of costs, for the improvements described in the sections above, when the construction costs exceed contributions from traffic mitigation credits, in lieu fees by owners, or acquisition costs from right-of-way vacations granted to the owners.
- 5 The Owners will dedicate Tract 990 (stormwater and park tract) to the City upon recording of an approved binding site plan and transfer ownership of all structures located therein upon completion of construction, subject to the following conditions:
 - The City will grant an easement to the Owners for perpetual use of the stormwater vault and associated infrastructure by the development for purposes of stormwater control over and within the identified area,
 - The Owners agree to require a binding covenant on the development to ensure that that the development will only contribute routine and normal quantities and quality of stormwater into the system, and
 - The Owners agree to establish a binding covenant requiring the Condominium Association and/or individual property owners to pay the City a monthly assessment for purposes of maintaining, repairing and replacing the stormwater infrastructure until such time that the City may expand its stormwater utility to transfer individual stormwater facilities into public ownership and establish a citywide utility charge for the same. Should stormwater from the improvements to Callow Road and Oak Road utilize the stormwater vault constructed for Development, the City shall pay its proportionate share for purposes of maintaining, repairing and replacing the stormwater infrastructure. Payment method whether direct payment or credits to HOA payments shall be determined by agreement of the parties



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: November 4, 2020

Subject: Acceptance of Washington State Traffic Safety Interlocal Agreement – Pedestrian Safety

Contact

Person/Department: John Dyer, Lake Stevens Police - Chief **Budget Impact:**

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to execute the Interagency Agreement with the Washington Traffic Safety Commission**

SUMMARY/BACKGROUND:

Lake Stevens Police Department participates in the Snohomish County Target Zero Team. The Snohomish County Target Zero Team's focus is on the prevention of drivers engaging in high risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE). HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior. The attached agreement is for Pedestrian Safety Regional Agency Agreement.

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project 2021-HVE-4044-Region 10 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes. The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021, unless terminated sooner.

ATTACHMENTS: **Interagency Agreement**

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

CITY OF LAKE STEVENS

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and CITY OF LAKE STEVENS, hereinafter referred to as “SUB-RECIPIENT.”

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

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) #20.616, for traffic safety grant project 2021-AG-4086-Snohomish Co Ped Safety Zone, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct pedestrian safety enforcement and community outreach as outlined in the Statement of Work (SOW), in support of Target Zero priorities. Sub-recipients shall submit proposals for use of pedestrian safety enforcement and community outreach to the Target Zero Manager (TQM), Stacey McShane, or successor, for review and approval.

Grant 2021-AG-4086-Snohomish Co Ped Safety Zone shall be managed by the TQM for the Region 10 Traffic Safety Task Force, a group of law enforcement agency representatives that meets to coordinate traffic safety enforcement and community outreach activities within the region. By signing this agreement, the SUB-RECIPIENT is authorized to submit proposals to the TQM for reimbursement for approved overtime expenses incurred as a participant in the region’s pedestrian safety enforcement and community outreach project.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

3.1. GOAL: To increase pedestrian safety throughout Region 10 by providing effective and coordinated pedestrian safety enforcement and community outreach activities.

3.2. STRATEGY:

The Region 10 Traffic Safety Task Force will use DOT crash data to determine education and enforcement needs in high concentration areas. Additional data may be gleaned from dispatch records along with anecdotal information from local departments of known problem areas.

Education: The education component in most projects will be 2 pronged, depending on project locations and demographics. The first prong will be officers or deputies will work overtime in the project area contacting pedestrians, handing out fliers, speaking directly with folks. This can include bus stops, apartment complexes, schools etc. Other partners such as police volunteers, the Target Zero Manager, fire department volunteers may also be utilized for this component to supplement officer efforts, or if staffing prevents commissioned officers from completing this component. The second prong would be educational stops by officers and deputies on unsafe drivers and pedestrians. Additionally, the Target Zero Manager will coordinate with other educational efforts (including but not limited to) speaking engagements, working with schools, coordinating with school resource officers, interacting with media, conducting media interviews, social media support etc.

Enforcement: Enforcement will be secondary to education and community outreach efforts in the FFY 2021 project year.

3.3. OBJECTIVES:

The SUB-RECIPIENT will:

- Submit project proposals to the Target Zero Manager, Stacey McShane for approval and then carry out the required tasks as described in the Region 10 Traffic Safety

Task Force policies. The Target Zero Manager will submit proposals to the Washington Traffic Safety Commission for approval. This may include modifications to the proposal to increase effectiveness and provide for performance measures. The SUB-RECIPIENT and Target Zero Manager will negotiate and agree on a final proposal.

- Submit reports on their project to the Target Zero Manager as directed providing measures of their activities.
- Submit billings for the activities conducted to implement their projects directly to the Washington Traffic Safety Commission.

3.4. MILESTONES AND DELIVERABLES

Milestone Description	Completed Date
Agency participates on Region 10 Traffic Safety Task Force and helps identify intersections and areas to focus on for the FFY 2021 project and monitors implementation of the project through the project year.	09/30/2021
Deliverable Description	Completed Date
Implement pedestrian safety enforcement and community outreach activities as described in proposal and approved by Target Zero Manager Stacey McShane, or successor.	09/30/2021
Submit information about specific pedestrian safety enforcement and community outreach activities conducted during the first quarter to Target Zero Manager Stacey McShane, or successor.	01/05/2021
Submit information about specific pedestrian safety enforcement and community outreach activities conducted during the second quarter to Target Zero Manager Stacey McShane, or successor.	04/05/2021
Submit information about specific pedestrian safety enforcement and community outreach activities conducted during the third quarter to Target Zero Manager Stacey McShane, or successor.	07/05/2021

Submit information about specific pedestrian safety enforcement and community outreach activities conducted during the fourth quarter to Target Zero Manager Stacey McShane, or successor.	10/05/2021
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3.5. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 10 Traffic Safety Task Force with a fully executed grant agreement are eligible to participate in this grant.

3.5.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the pedestrian safety enforcement and community outreach activities.

3.5.3. Funds designated for salaries and benefits are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.5.4. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their

region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.5.5. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.5.6. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded their normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.6. SUMMARY OF PROJECT COSTS

The WTSC has awarded \$43,950.00 to Snohomish County for the purpose of conducting pedestrian safety enforcement and community outreach activities coordinated with the Region 10 Traffic Safety Task Force. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the Region 10 Traffic Safety Task Force and TZM in order to be eligible for reimbursement.

The funding for support of Snohomish County and Region 10 overtime is as follows:

Pedestrian Safety Enforcement and Community Outreach Driving Patrols

(Section 402, CFDA 20.600)	\$43,950.00
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3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work pedestrian safety enforcement and community outreach activities submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of pedestrian safety enforcement and community outreach activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, must be received by WTSC no later than August 10, 2021. All invoices for goods received or services performed between July 1, 2021 and September 30, 2021, must be received by WTSC no later than November 15, 2021.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW

4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material

relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire

right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this

Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information

about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of their knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact/Phone/Email for the SUB-RECIPIENT is:

The Target Zero Manager for Region 10 is: Stacey McShane,
target.zero@co.snohomish.wa.us, (425) 407-2697

The Contact for WTSC is: Scott Waller, Program Manager, swaller@wtsc.wa.gov, (360) 522-0610

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LAKE STEVENS	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: November 4, 2020

Subject: Approve the Interlocal Agreement for the Snohomish Regional Drug & Gang Task Force

Contact

Person/Department: John Dyer, Lake Stevens Police - Chief **Budget Impact:**

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute the Interlocal Agreement for the Snohomish Regional Drug & Gang Task Force

SUMMARY/BACKGROUND:

The Lake Stevens Police Department participates in the Snohomish Regional Drug and Gang Task Force. The Task Force is a multi-agency effort to combat drug dealers and suppliers.

The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources and functions in order to disrupt drug trafficking systems and to remove traffickers through cooperative programs of investigation, prosecution and asset forfeiture.

The goals of the Task Force are to:

- Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
 - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.
 - Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
 - To address these issues with the foremost consideration of safety for both law enforcement and the community.
-

ATTACHMENTS: Interlocal Agreement



Snohomish Regional Drug Task Force

October 13, 2020

M/S #606
3000 Rockefeller Ave.
Everett, WA 98201
(425) 388-3479
FAX (360) 658-7664

To: Chief John Dyer
Lake Stevens Police Department
2211 Grade Rd.
Lake Stevens, WA 98258

Re: Interlocal Agreement (ILA) with Revisions

Greetings,

Enclosed you will find the Snohomish Regional Drug Task Force (S.R.D.T.F.) Interlocal Agreement. I am proud to present this document which has undergone several revisions in the past few months. These revisions remove outdated and irrelevant language, while promoting transparency and answers to previously unexplained calculations. One of the most noticeable changes is the reduction in contributions requested. The contributions are now based solely on the salary of the commander. With the disappearance of the Byrne/Jag Grant, the contributions have become critical in maintaining a functioning task force.

Despite pandemic restrictions, this task force has continued to combat the upper level drug trade while keeping employees and public safe. A few statistics we are proud to report are:

- Seizure of 9,761.7g of heroin (drug seizures are measured in grams)
- Seizure of 4,144 counterfeit oxycodone pills believed to be Fentanyl
- Seizure of 18,069g of methamphetamine
- Seizure of 49 firearms
- 6 DMIs (Drug Market Interdictions)
- Completed over 100 arrests

The cooperative language of this new agreement reflects the cooperation of all participating agencies that make up the SRDTF as regional asset.

Thank you for your prompt attention in returning the signature page to us.

Sincerely,

MARK RICHARDSON
Bureau Chief, Special Operations

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____

INTERLOCAL AGREEMENT ESTABLISHING SNOHOMISH REGIONAL DRUG TASK FORCE

This Interlocal Agreement Establishing the Snohomish Regional Drug Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following municipal corporations and department of the State of Washington (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	Washington State Patrol
City of Index	Snohomish Health District
City of Lake Stevens	
City of Lynnwood	
City of Marysville	

WITNESSES THAT:

WHEREAS, since 1988, Snohomish County, and multiple cities and towns located in Snohomish County, have collaborated in a countywide multi-jurisdictional task force to address illegal drug trafficking in the region (“Snohomish Regional Drug Task Force” or “Task Force”). The Task Force has operated on a continuous basis since 1988 under a series of interlocal agreements;

WHEREAS, the Participating Jurisdictions desire to continue operation of the Task Force, with Snohomish County administering task force project grants and other funding on their behalf; and

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1.0 TASK FORCE TERM AND PURPOSE

1.1 The term of this Agreement (“Term”) shall begin on January 1, 2021 (“Effective Date”), and continue through December 31, 2021, unless earlier terminated or modified as provided in this Agreement. The Snohomish County Sheriff, with the concurrence of the Executive Board, may extend this Agreement for up to three additional one-year terms by providing written notice to each of the participating jurisdictions.

1.2 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative

program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.

1.3 The Task Force goals are:

- a. Reduce the number of drug traffickers in the communities of Snohomish County through the professional investigation, apprehension, and conviction;
- b. Efficiently attack, disrupt, and prosecute individual and organized mid to upper level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable;
- c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information; and
- d. To address these issues with the foremost consideration of safety for both law enforcement and the community.

1.4 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment, and technical resources, as stated in this Agreement.

1.5 The Task Force will implement operations, including:

- a. Development of intelligence
- b. Target identification
- c. Investigation

- d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.6 The Task Force shall evaluate and report on Task Force performance as required in any applicable grant or funding agreement.

2.0 ORGANIZATION

- 2.1 The Task Force shall be organized according to the chart contained in Exhibit A, incorporated herein by this reference.
- 2.2 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO), through the Task Force Commander. The Task Force Commander is an employee of Snohomish County. Selection of the Task Force Commander will be conducted in accordance with Exhibit B, incorporated herein by this reference. Appointment and removal of the Task Force Commander remains at the sole discretion of the Snohomish County Sheriff.
- 2.3 Exhibit C, incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.

- 2.4 Participating Jurisdiction Employees: Any employees assigned to the Task Force by a Participating Jurisdiction shall remain, and be considered, an employee of the assigning Participating Jurisdiction. Each Participating Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights, duties, and obligations of the employer and the employee shall remain with the Participating Jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, applicable to its employees.

3.0 GOVERNANCE

- 3.1 The activities of the Task Force shall be governed by an Executive Board. The Task Force Executive Board shall be comprised of one representative from each Participating Jurisdiction that contributes at least one (1) full-time employee to the Task Force. Executive Board member votes shall be allocated according to the number of full-time personnel his/her jurisdiction contributes to the Task Force. As an example, if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one chief of police from the remaining Participating Jurisdictions, selected by a majority vote of the chiefs of police of the remaining Participating Jurisdictions.

If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

- 3.2 The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws which include provision for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings, the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on simple majority of votes.

4.0 TASK FORCE BUDGET

- 4.1 The 2021 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.
- 4.2 The Snohomish County Sheriff will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average population, as determined by Washington State Office of Fiscal Management.

- 4.3 No later than November 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of subsequent year Task Force budget, and each Participating Jurisdiction's proportional share.
- 4.4 Snohomish County shall maintain designated financial accounts for the purpose of supporting Task Force operations. Except as modified by section 6.0, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 4.5 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D, and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.
- 4.6 Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

5.0 GENERAL ADMINISTRATION

- 5.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.

- 5.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that are within its particular control, and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.
- 5.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this Agreement.
- 5.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not

apply to issues of indemnity and liability governed by the hold harmless provision in Section 10.0 of this Agreement.

6.0 ASSET FORFEITURE

- 6.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by deputies/officers assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.
- 6.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.
- 6.3 Federal Forfeiture.
 - a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.
 - b. Snohomish County will be compliant with federal Equitable Sharing Program guidelines and reporting requirements.

- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, in order to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed in Section 6(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.
- g. If the Task Force participates in an investigation that results in a federal forfeiture of seized assets greater than \$500,000, each Participating Jurisdiction may file an individual request for equitable sharing under its own agency code. A Participating Jurisdiction's equitable sharing request will be based on its percentage of participation in the investigation or prosecution. The Task Force will advise each participating jurisdiction of its percentage participation in the investigation or prosecution.

6.4 State Forfeiture.

- a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceeds the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Participating Jurisdictions in accordance with each Participating Jurisdiction's participation percent, listed in Exhibit C.
- b. The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

7.0 ACQUISITION AND USE OF EQUIPMENT

- 7.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to materials, tools, machinery, equipment, vehicles, supplies, and facilities.

- 7.2 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 7.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 7.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 7.5 Upon termination of the Task Force, any equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state or local requirements or this Agreement.

8.0 MODIFICATION

Participating Jurisdictions hereto reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this Agreement.

9.0 NONDISCRIMINATION

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

10.0 TERMINATION OF AGREEMENT

10.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under section 6 of this Agreement with respect to asset forfeitures which that Participating Jurisdiction participated before the effective date of withdrawal.

10.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

11.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of

withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in section 15.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

15.0 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

 10/15/2020
Deputy Prosecuting Attorney

Exhibit A

SRDTF Executive Board

Snohomish County Sheriff (Chair), Everett Police Chief (Asst Chair), Edmonds Police Chief, Lynnwood Police Chief, Mountlake Terrace Police Chief, Director of Northwest H.I.D.T.A

Participating Agencies:

ATF
DEA
DOC
Edmonds PD
Everett PD
FBI
Lynnwood PD
Mountlake Terrace PD
Prosecutor's Office
SCSO

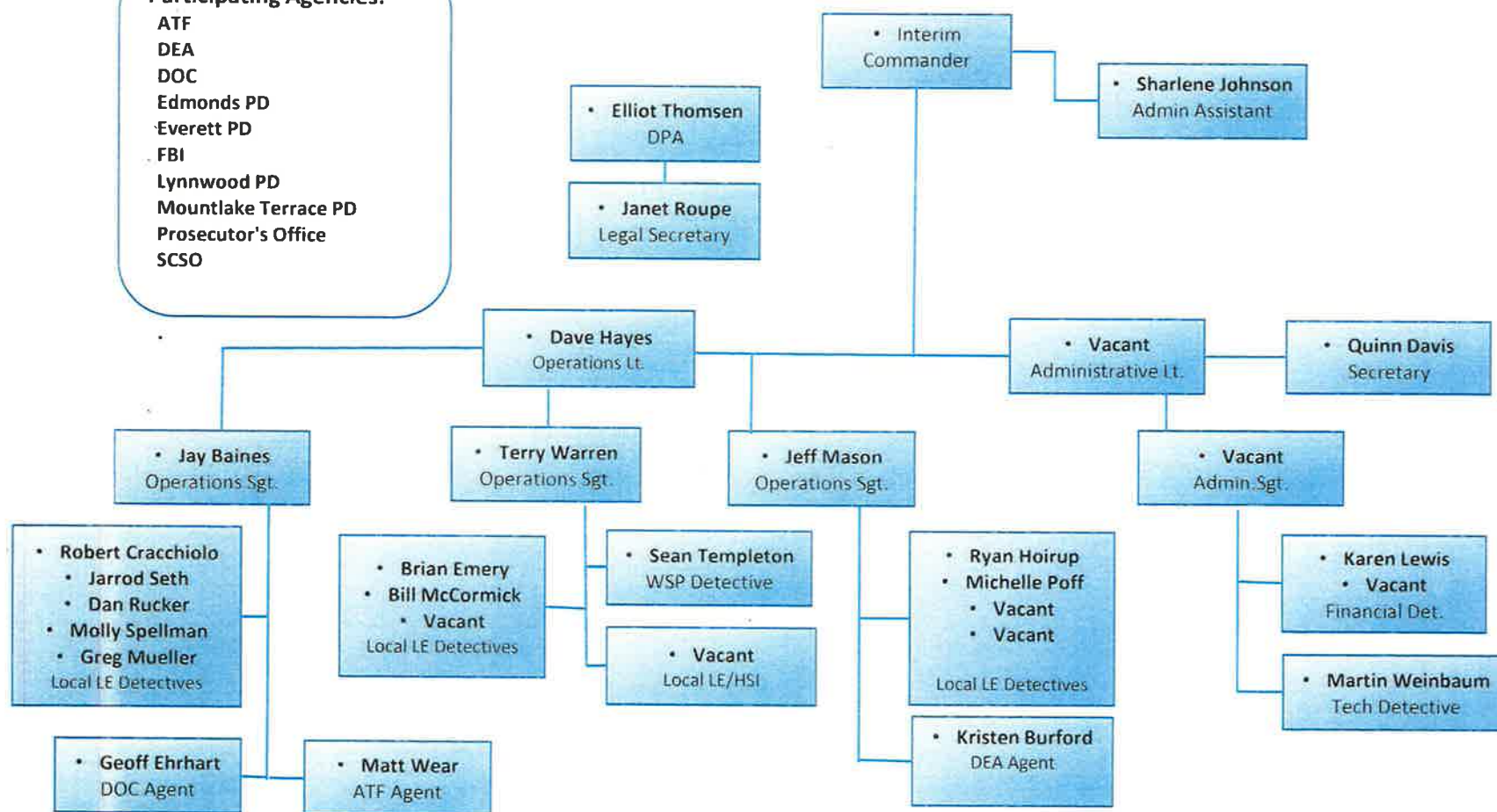


EXHIBIT B

Snohomish Regional Drug Task Force Commander Selection

The Drug Task Force Commander is a management exempt ("at will") employee of the Sheriff's Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board's three recommended candidates.

The Drug Task Force Commander's initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander's service commitment.

EXHIBIT _C_

Snohomish Regional Drug Task Force

Personnel Assigned by Jurisdiction
January 1, 2021-December 31, 2021

EVERETT POLICE DEPARTMENT

1 Lieutenant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Support Personnel

FUNDING

Everett PD- Vacant
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD- Vacant
Everett PD

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 K9 Detective
1 Support Staff

FUNDING

Snohomish County Sheriff- Vacant
Snohomish County Sheriff
Snohomish County Sheriff-Vacant
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff- Vacant
Snohomish County Sheriff- Vacant
Snohomish County Sheriff
Snohomish County Sheriff

LYNNWOOD POLICE DEPARTMENT

1 Sergeant
1 Detective

FUNDING

Lynnwood PD
Lynnwood PD

MOUNTLAKE TERRACE POLICE DEPARTMENT

1 Detective

FUNDING

Mountlake Terrace PD

EDMONDS POLICE DEPARTMENT

1 Detective

FUNDING

Edmonds PD

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Support Staff
1 Deputy Prosecutor

FUNDING

Snohomish County Prosecutor
Snohomish County Prosecutor

STATE OF WASHINGTON

1 Detective
1 Agent

FUNDING

Washington State Patrol
Department of Corrections

BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

1 Agent

FUNDING

ATF

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

DEA

Agency	Participants	E- Board Vote	Pcnt	Notes
Everett PD	7	7	38.88%	
Snoh Co Sheriff's Off	7	7	38.88%	
Lynnwood PD	2	2	11.11%	
Mountlake Terr PD	1	1	5.55%	
Edmonds PD	1	1	5.55%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1.5	1		
Evt City Atty	0	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
Totals	21.5	24	99.97%	

<https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>

Jurisdiction	2015 Population Est.	2019 Population Est.	2019 % of Population Est.	2021 Allocation
Unincorporated Snohomish County	330,260	365,480	44.80%	\$ 70,890
Arlington	18,490	19,740	2.41%	\$ 3,815
Bothell (part)	17,230	18,180	2.22%	\$ 3,514
Brier	8,500	6,665	0.81%	\$ 1,288
Darrington	1,350	1,410	0.17%	\$ 273
Edmonds	40,490	42,170	5.15%	\$ 8,150
Everett	105,800	111,800	13.66%	\$ 21,608
Gold Bar	2,115	2,150	0.26%	\$ 416
Granite Falls	3,390	3,900	0.48%	\$ 754
Index	160	175	0.02%	\$ 34
Lake Stevens	29,900	33,080	4.04%	\$ 6,393
Lynnwood	36,420	39,600	4.84%	\$ 7,654
Marysville	64,140	67,820	8.28%	\$ 13,108
Mill Creek	19,760	20,590	2.51%	\$ 3,979
Monroe	17,620	19,250	2.35%	\$ 3,720
Mountlake Terrace	21,090	21,590	2.64%	\$ 4,173
Mukilteo	20,900	21,350	2.61%	\$ 4,128
Snohomish	9,385	10,200	1.25%	\$ 1,971
Stanwood	6,585	7,020	0.86%	\$ 1,357
Sultan	4,680	5,180	0.63%	\$ 1,001
Woodway*	1,335	1,350	0.00%	\$ -
	757,600	818,700	100.00%	\$ 158,223
*Woodway does not pay into TF added into unincorporated Sno Co	Population Growth Number: 61,100 Population Growth %: 8.06%		Increase from 2020 -\$55,191.09	

REFERENCE ONLY		
2020 Allocation	\$ Increase to 2021	% Increase to 2021
\$ 93,197	\$ (22,307)	-24%
\$ 5,218	\$ (1,403)	-27%
\$ 4,862	\$ (1,348)	-28%
\$ 1,834	\$ (546)	-30%
\$ 381	\$ (108)	-28%
\$ 11,426	\$ (3,276)	-29%
\$ 29,856	\$ (8,248)	-28%
\$ 597	\$ (181)	-30%
\$ 957	\$ (203)	-21%
\$ 46	\$ (12)	-26%
\$ 8,437	\$ (2,044)	-24%
\$ 10,277	\$ (2,623)	-26%
\$ 18,100	\$ (4,992)	-28%
\$ 5,576	\$ (1,597)	-29%
\$ 4,972	\$ (1,252)	-25%
\$ 5,952	\$ (1,779)	-30%
\$ 5,898	\$ (1,772)	-30%
\$ 2,648	\$ (677)	-26%
\$ 1,859	\$ (502)	-27%
\$ 1,321	\$ (320)	-24%
\$ -	\$ -	0%
\$ 213,414	\$ (55,191.09)	

Commander	Salary	Benefits
	\$	\$
	133,979.00	19,643.00
	-	-
	133,979.00	19,643.00
	2020 TOTAL	\$ 153,622.00
	2021 TOTAL (3% increase)	\$ 158,230.66

Exhibit D



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: November 10, 2020

Subject: Setting Property Tax Levy and Collection for 2021

Contact Person/Department:	Josh Roundy – Senior Accountant/ Barb Stevens - Finance Director	Budget Impact:	Yes
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Action 1: Approve Ordinance No. 1099 authorizing collection of property tax levy for 2021 and setting the property tax levy.

Action 2: Approve Ordinance No. 1100 declaring a substantial need, which authorizes the property tax limit factor of 101%, allowing the City to bank the excess levy capacity for future use.

SUMMARY/BACKGROUND:

The County Assessor requires cities to submit an ordinance to them by November 30th each year authorizing the Snohomish County Assessor to collect property taxes on behalf of the city. The ordinance must state the percentage of increase requested by the City. As of this date the County has only preliminary dollar figures available for new construction and state-owned utilities so the total dollar amount levied may change.

The 2021 preliminary assessed value shows an approximate increase of 7.8% within the City of Lake Stevens. The change in the rate of inflation (IPD rate) is 100.602 percent for tax year 2021. For taxing districts with a population of 10,000 or more, the levy limit factor or allowable increase, is the lesser of inflation (IPD rate) or 101% over the previous levy amount. This City's estimated levy rate for 2021 is \$0.99 when using the levy factor of 100.602%.

Ordinance 1099 authorizes the collection of the property taxes on properties within the city limits up to a certified amount of \$5,400,000. Based on current estimates, we anticipate the actual levy will be approximately \$5,272,000. The ordinance includes an estimated 4% increase over the 2020 levy amount, which includes the 0.602% increase which equates to \$30,379.26 as well as increases from annexations, new construction, and refunds.

In order to increase the 2021 levy rate to 101%, which sets our highest lawful levy for 2022, a second ordinance is required declaring substantial need. The City has prepared the additional Ordinance 1100 to raise the allowable levy factor to 101% Due to the high amount of refunds for tax year 2021, there will be little or no banked capacity.

APPLICABLE CITY POLICIES:

RCW 84.52.020 and RCW 84.52.070 the legislative body must set property tax levies.
RCW 84.55.0101 Authorizing finding of substantial need

BUDGET IMPACT: Set the 2021 property tax levy at 100.602% of the highest lawful levy.

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 1099
- ▶ Exhibit B: Ordinance No. 1100

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1099

AN ORDINANCE OF THE CITY OF LAKE STEVENS LEVYING TAXES UPON ALL PROPERTY – REAL, PERSONAL AND UTILITY, SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE STEVENS, WASHINGTON FOR THE YEAR 2021.

WHEREAS, the City Council of Lake Stevens desires to set the property tax levy for 2021;

WHEREAS, the City Council of Lake Stevens has given notice as required by law of the public hearing held November 10, 2020, to consider the city's current expense budget for the 2021 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City's actual levy amount from the previous year was \$5,046,388.88; and

WHEREAS, the population of the City is greater than 10,000; and

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

Section 1. An increase in the regular property tax levy is hereby authorized for the 2021 levy in the amount of \$30,379.26 which is a percentage increase of 0.602% from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from annexations that have occurred and refunds made as provided by RCW 84.55.010.

Section 2. 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 force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 10th day of November, 2020.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: November 10, 2020
Published:
Effective Date:

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1100

AN ORDINANCE OF THE CITY COUNCIL OF LAKE STEVENS, WASHINGTON, MAKING
A DECLARATION OF SUBSTANTIAL NEED FOR PURPOSES OF SETTING THE LIMIT
FACTOR FOR THE PROPERTY TAX LEVY FOR 2021

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, and any increase in the value of state-assessed utility property;

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation;

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable;

WHEREAS, "inflation" limit factor is 100.602 percent, meaning the taxes levied in the City of Lake Stevens in 2020 for collection in 2021 will be limited except for the amounts resulting from new construction and improvements to property, and any increase in the value of state-assessed utility property;

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by a majority plus one councilmembers;

WHEREAS, the City Council of the City of Lake Stevens has determined that, due to general maintenance and operation expenses, the City Council finds that there is a substantial need to set the levy limit at one hundred one percent.

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

Section 1. A finding is made of substantial need under RCW 84.55.0101, which authorizes the use of a limit factor of one hundred one percent for the property tax levy for 2021.

PASSED by the City Council of the City of Lake Stevens this 10th day of November, 2020.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: November 10, 2020
Published:
Effective Date:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: November 10, 2020

Subject: Public Hearing - 2021 Budget Ordinance 1101

Contact Person/Department: Barb Stevens/Josh Roundy - Finance **Budget Impact:** Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve First Reading of 2021 Budget and Ordinance No. 1101.

SUMMARY/BACKGROUND

Budgeting is an essential element of the financial planning, control, and evaluation processes of governments. The planning process involves determining the types and levels of services to be provided and allocating available resources among various departments, programs, or functions. Financial control and evaluation processes typically focus upon assuring that fixed expenditure limitations (appropriations) are not exceeded and on comparing estimated and actual revenues.

Upon adoption, the expenditure estimates are enacted into law through the passage of an appropriations ordinance. The appropriations constitute maximum expenditure authorizations during the fiscal year, and cannot legally be exceeded unless subsequently amended by the legislative body. Expenditures should be monitored through the accounting system to assure budgetary compliance. Unexpended appropriations lapse at year end and may be brought forward as an amendment to the budget.

The City Council has been reviewing current and forecasted revenues and expenditures including property tax, City staffing plans, and related costs which are incorporated into the proposed 2021 budget ordinance.

The final budget ordinance will reflect the action approved by Council regarding this decision.

The 2021 Proposed Budget document can be downloaded at www.lakestevenswa.gov.

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, the legislative body shall adopt the budget by ordinance. Per RCW 84.55.120 the legislative body will hold public hearings on the proposed budget for the coming year.

BUDGET IMPACT:

The budget ordinance will enact into law all approved appropriations for the 2021 calendar year.

ATTACHMENTS:

- ▶ Ordinance 1101
- ▶ 2021 Organizational Chart
- ▶ 2021 Proposed Budget Detail

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1101

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF LAKE STEVENS,
WASHINGTON, FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2021

WHEREAS, the Mayor of the City of Lake Stevens, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses including salaries and benefits of City employees, bond retirement and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2021, and a notice was published that the Council of said City would meet for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget, and

WHEREAS, the said City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, notices were published in the official newspaper of the City, that the Council of said City would meet on the 10th day of November and the 24th day of November, 2020, at the hour of 7:00 P.M., via Zoom for the purpose of receiving public testimony in a public hearing as to the matter of said proposed budget; and

WHEREAS, the said City Council did meet at said dates, times, and place and did receive public testimony during a public hearing as to the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Lake Stevens for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

NOW, THEREFORE, the City Council of the City of Lake Stevens do ordain as follows:

Section 1. The budget for the City of Lake Stevens, Washington, for the year 2021 is hereby adopted, the content which will be set forth in the document entitled City of Lake Stevens 2021 Annual Budget, 1 copy of which will be on file in the Office of the Clerk.

Section 2. Totals for all such funds combined, for the year 2021 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2021 as set forth below:

Fund #	Fund Name	Estimated Beg. Bal.	Resources	Expenditures	End. Bal.
001	General	\$12,298,604	\$16,254,227	\$17,479,576	\$11,073,256
101	Street	\$1,983,766	\$2,558,470	\$3,012,899	\$1,529,337
103	Street Reserve	\$0	\$0	\$0	\$0
111	Drug Seizure & Forfeiture	\$41,295	\$5,120	\$12,572	\$33,843
112	Municipal Arts Fund	\$21,343	\$10,220	\$25,000	\$6,563
210	2008 Bonds	\$0	\$353,605	\$353,605	\$0
213	2015 LTGO Bond	\$0	\$95,651	\$95,651	\$0
214	2019A LTGO Bond	\$0	\$464,233	\$464,233	\$0
301	Cap. Proj.-Dev. Contrib.	\$0	\$5,499,442	\$4,319,200	\$1,180,242
302	Park Mitigation	\$840,898	\$1,225,000	\$1,435,000	\$630,898
303	Cap. Imp.-REET	\$4,106,158	\$1,140,000	\$795,707	\$4,450,451
304	Cap. Improvements	\$2,177,005	\$1,225,000	\$700,000	\$2,702,005
305	Downtown Redevelopment	\$0	\$2,250,000	\$2,250,000	\$0
306	Facility Capital Project	\$200,000	\$0	\$200,000	\$0
309	Sidewalk Capital Project	\$605,448	\$5,000	\$300,001	\$310,447
310	20th Street SE Corridor CP	(\$0)	\$0	\$0	(\$0)
401	Sewer	\$134,806	\$1,053,281	\$1,151,281	\$36,806
410	Storm and Surface Water	\$477,329	\$3,631,200	\$3,746,194	\$362,335
411	Storm Water Capital	\$1,156,782	\$1,000,600	\$1,694,689	\$462,693
412	Storm Water Debt	\$0	\$223,918	\$223,918	\$0
501	Unemployment	\$37,663	\$300	\$15,001	\$22,962
510	Equipment Fund - Computers	\$178,061	\$375,067	\$442,664	\$110,464
515	Equipment Fund - Vehicles	\$41,146	\$15,350	\$1	\$56,495
520	Equipment Fund-Police	\$315,853	\$249,300	\$218,000	\$347,153
530	Equipment Fund-PW	\$837,162	\$205,000	\$232,000	\$810,162
540	Aerator Equip (Lake Treatment)	\$65,066	\$200	\$38,000	\$27,266
633	Treasurer's Trust	\$0	\$385,000	\$385,000	\$0
	Total	\$25,518,386	\$38,225,184	\$39,590,192	\$24,153,377

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 4. A summary of this ordinance consisting of the title shall be published in the official City newspaper. This ordinance shall take effect and be in full force five (5) days after publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS this ____ day of _____, 2020.

Brett Gailey, Mayor

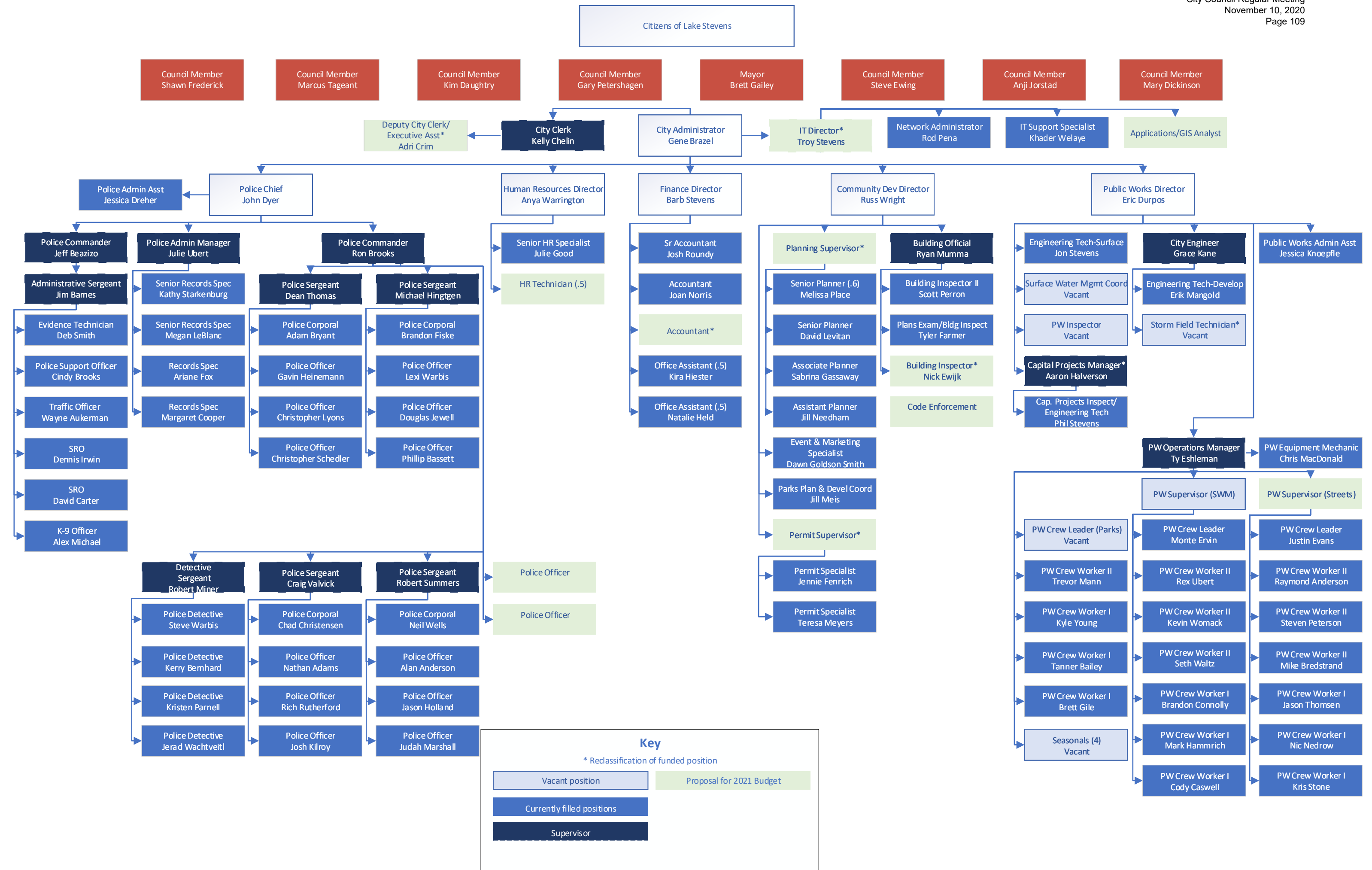
ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First Reading: November 10, 2020
Second Reading: November 24, 2020
Final Reading:
Effective:



The
CITY OF LAKE STEVENS

Washington

2021 Proposed Annual Budget



One Community Around the Lake

Brett Gailey
Mayor

November 1st , 2020

Honorable and Courageous City Councilmembers,



I am submitting to you this 2021 budget focused on maintaining a fiscally healthy and forward-looking Lake Stevens. This budget is focused on continuing to build out the planned subareas, incrementally increase city services, and shape the city for additional commercial, retail and industrial growth.

To say these past seven months has been uncharted territory for the city is a given. The current COVID-19 crisis initially placed a stranglehold on the economy of our city. With the shut down of residential construction and our service sector, the outlook of the 2020 budget was bleak. As more became known about the virus some sectors began to open back up to include the major driver in Lake Stevens, residential construction. The service sector has picked up under the capacity restrictions of the Governor. As our citizens and business owners adapt to the crisis environment, we see a stabilizing and in some areas an increase in city revenues.

During this crisis we are seeing a shift in the buying patterns of our citizens. As people do not wish to travel far or be around large crowds of people, we are seeing a local surge in retail sales. This is seen in our local retail business and mostly in online sales. Our sales tax revenues in some months have surpassed our 2020 budget projections. The city needs to conduct a campaign to continue to capture this stay at home and shop new norm.

The good news story of the Lake Stevens Farmer's Market provided needed vitality to our downtown business district. Not only did our residents come out for this great weekly event but it attracted consumers from outside our city boundaries. The Lake Stevens Farmers Market noted total market sales at \$355,000. Not only did this market bring in additional revenues for the local vendors but also brought additional revenues for our downtown district. The fruits of redeveloping downtown are being seen not only with this great market but also in the exposure our downtown core experienced. Our downtown was visited by those who already knew of the downtown charm, those who have lived in the city but had not experienced the "other side of the Lake", and the non-residents who came into town and left sold on this great little city on the Lake.

This proposed budget takes a step back. Although there are projects in the budget, the anticipated build out of the Costco project and its supporting infrastructure will take much of the stretched city staff's time. 2021 needs to be a year of filling some much needed positions in city staff and refining the processes of the city. The city has grown immensely over the last decade and staff and departments are stretched, and processes need refinement.

Having said that the city will still see several projects next year. Phase 2 of the Washington Department of Transportation's 9/204 project will begin in the Spring. This is the northbound lane from Market Place NE to 4th Street along Hwy 9. This phase will set the conditions for Phase 3 in 2022-23. In support of the Costco project the extension of 91st St SE south from 20th St SE will continue as well as a roundabout built at Hwy 9 and S. Lake Stevens Rd. Major city projects will include the Public Works

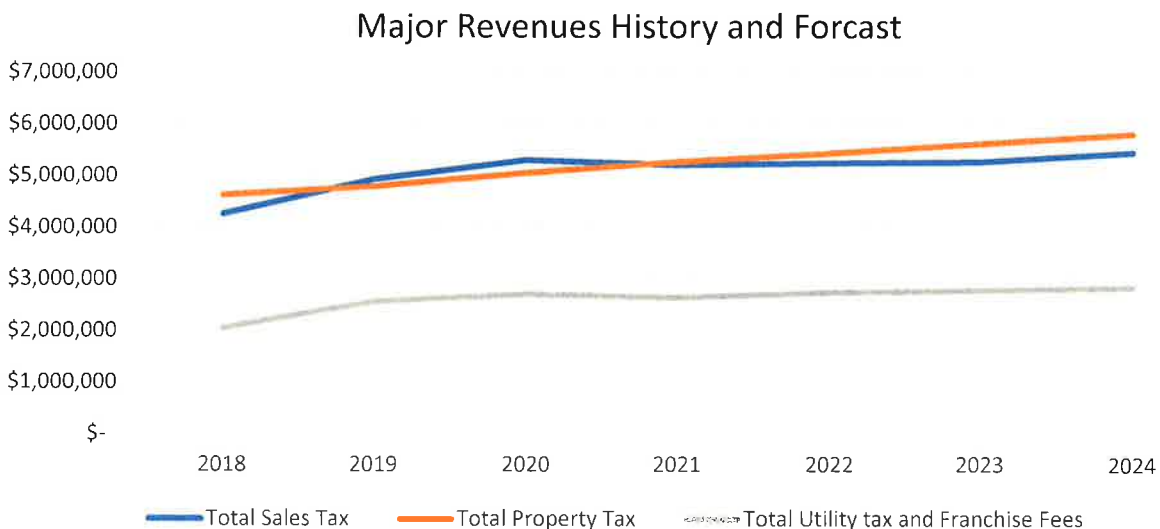
Shop improvements, Phase 1 of the Powerline Trail, Mill Spur/North Cove Phase 3, and the Weir replacement/Channel Restoration.

As we look ahead to this next year the city must continue to set the conditions to attract new small businesses, expand retail and dining options, and increase industrial growth. Setting these conditions will require coming to an agreement with the city of Everett over waterline easement usage. This is critical to additional commercial growth along 20th St SE. Continuing to look at opportunities in partnership with Community Transit at the Lake Stevens Transit Center is vital to possible additional mixed-use growth in the Frontier Village area. Lastly, we must take a hard look at the Hartford and to be annexed Machias Industrial areas. This hard look must include infrastructure build out and creating a more attractive industrial park to bring in new companies.

As we close in on the annexation of the eastern and southern portions of the UGA we will see an increase in population. This increase in population will require additional police and public works service. This budget includes new positions in these departments. The additional personnel slots will be on hold for the first six months as we ensure revenue stability.

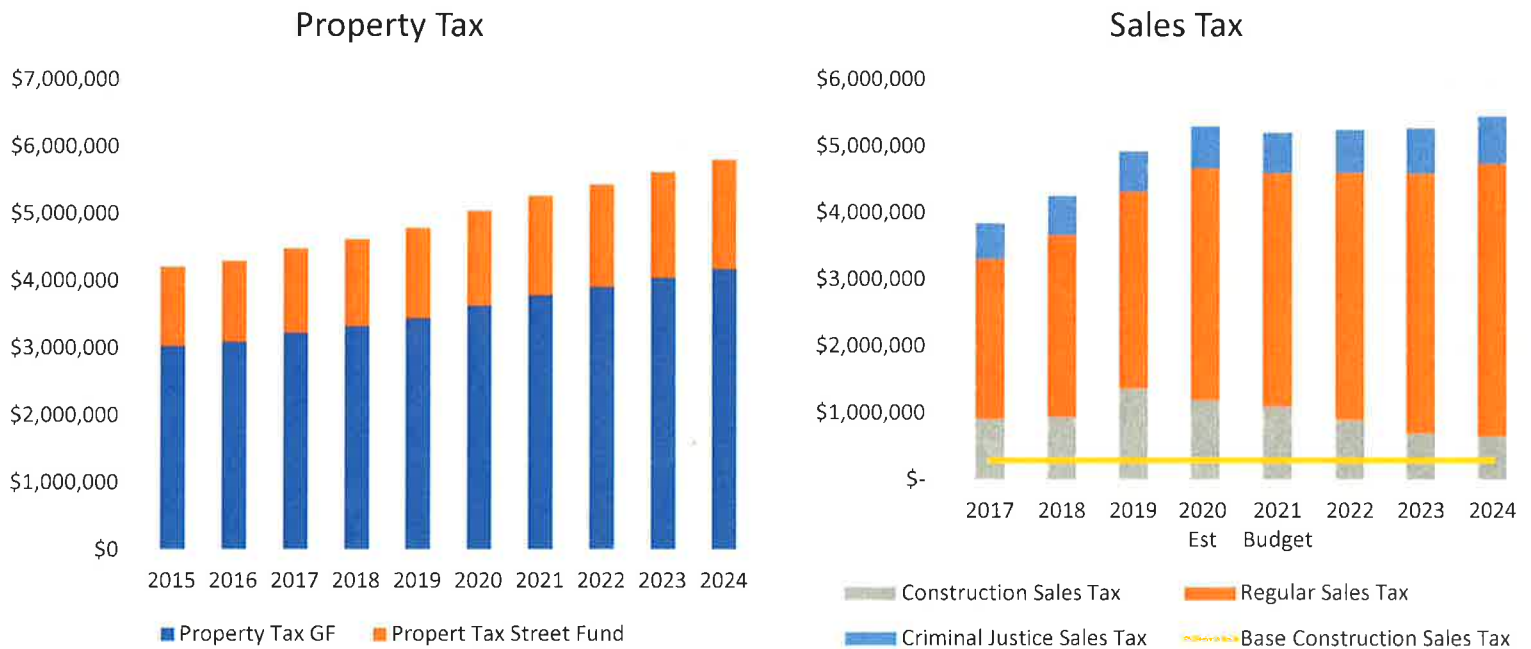
Revenues

Lake Stevens has emerged through the pandemic with modest revenue growth mostly due to the continued development in the city. We can expect to see revenues to continue to grow, but at a slower pace. Due to future uncertainty, a flat revenue assumption has been budgeted for 2021.



The assumptions used to make these projections are:

- Sales tax revenue increase of 5% a year 2022-2024. Slowing of construction sales tax revenue.
- Property tax increase of 0.602% in 2021 and a 1% property tax increase plus new construction assessed value each year thereafter to 2024.
- Utility tax increase of 2% a year.



Lake Stevens will continue to see new retail and redevelopment which signals a strong economy and reinforces the Cities revenue projections.

Construction Sales Tax Revenue

In 2019, the city began keeping \$300,000 of construction sales tax revenue in the general fund. This is used to support services funded by the general fund. Any remaining construction sales tax will be allocated to our capital reserve for future infrastructure needs. The construction sales tax chart shows construction sales tax history and the reason for selecting \$300,000 to remain in the general fund.



2021 Priorities

Our budget priorities for 2021 are to:

- I. Continue revitalization of the Downtown Subarea and creation of the Civic Campus.
- II. Fund Park & Recreation Division.
- III. Maintain high level of public safety.
- IV. Continue investment in infrastructure to encourage economic development.

The Baseline Budget

We start with the baseline budget that grows due to inflation (average of 3% per year), market forces and other factors increasing the cost of doing business in the Puget Sound Region. The primary upward cost drivers for 2021 are:

1. Salary and Benefit increases
2. Normal inflationary increase on all goods and services.

Proposed Operating Budget

Our proposed budget is structured to fund the highest priority needs of the city while being watchful of our reserves. The city continues to look toward the future with continued economic development on 20th St SE and a potential Transportation Benefit District. In the meantime, the 2021 budget funds a minority number of department requests to hold the line while economic development occurs.

The specific budget item requests are:

1. Move current Deputy Clerk to full time Accountant and hire Deputy City Clerk – 1 FTE increase - \$66,525
2. Add half time Human Resource Technician - .5 FTE increase - \$24,293
3. Add Code Enforcement Inspector – 1 FTE increase - \$86,700
4. Add two (2) Patrol Officers – 2 FTE increase - \$215,154
5. Add Public Works Supervisor for Streets – 1 FTE increase - \$170,512
6. Add Application Analyst – 1 FTE increase - \$111,215

To address budget concerns, many positions are budgeted to start in mid-2021.

Financial Outlook

The 2021 budget does not include any expected retail development or a Transportation Benefit District. The budget holds revenues flat and new expenditure requests to a minimum while knowing that many positive changes are just around the corner. This budget ensures the city can continue to provide excellent services to citizens, provide long term stability in the general fund, and maximizes one-time money for city infrastructure.

Summary

Taking a conservative approach to the year ahead is prudent in our economic times. We have the uncertainties of the impacts of elections, a pandemic, and increased retail development in our city which gives caution in this budget. Having said that this budget does build upon the needs of our growing community in adding public safety resources and improved city services. Additionally, it continues to set the conditions for the redevelopment of our downtown subarea and fulfilling the needs of our citizens for additional open spaces.

I appreciate the work of our city staff on this budget as well as the important input of the City Council and our citizens. Together we will continue to build a vibrant city.

Respectfully,

A handwritten signature in blue ink, appearing to read "Brett Gailey", is written over the printed name.

Brett Gailey, Mayor

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
General - Beginning Cash	\$ 5,139,934.91	\$ 4,244,418.48	\$ 4,244,418.48	\$ 4,627,831
Real & Personal Property Tax	\$ 3,432,241.25	\$ 3,638,816.00	\$ 3,638,816.00	\$3,795,352
Local Retail Sales-Use Tax	\$ 3,092,193.46	\$ 3,278,664.00	\$ 3,477,077.12	\$3,500,000
Construction Sales & Use Tax	\$ 100,000.00	\$ 300,000.00	\$ 300,000.00	\$300,000
Criminal Justice Sales-Use Tax	\$ 636,837.66	\$ 653,486.00	\$ 626,556.87	\$610,000
Affordalbe & Supp. Housing		\$ -	\$ 100.00	\$400
Utility Tax - Electric	\$ 968,536.38	\$ 987,608.00	\$ 1,060,000.00	\$997,000
Utility Tax - Gas	\$ 349,922.61	\$ 356,921.00	\$ 448,433.33	\$452,000
Utility Tax - Telephone	\$ 361,976.11	\$ 375,316.00	\$ 332,054.43	\$346,000
Utility Tax - Water	\$ 298,114.75	\$ 325,515.00	\$ 414,379.31	\$395,000
Gambling Tx - Punch-Pull Tabs	\$ 19,122.04	\$ 25,728.00	\$ 13,884.59	\$20,000
Gambling Tx - Amuse Games	\$ 98.21	\$ 125.00	\$ 125.00	\$125
Leasehold Excise Tax	\$ 6,793.26	\$ 11,193.00	\$ 8,335.56	\$11,000
Concessions	\$ 1,814.49	\$ 1,500.00	\$ 15,734.98	\$15,000
Franchise Fee - Cable	\$ 669,369.84	\$ 485,339.00	\$ 447,719.75	\$452,000
Bus. Lic - Other	\$ 61,101.32	\$ 62,265.00	\$ 63,370.05	\$52,000
Animal Licenses	\$ 1,544.00	\$ 1,468.00	\$ 1,500.00	\$1,500
Weapon License Permit - Local	\$ 8,542.00	\$ 10,171.00	\$ 6,298.67	\$5,500
Other Non-Bus. Event Permits	\$ 1,252.50	\$ 1,600.00	\$ 400.00	\$1,000
DOJ Fed Dir 16.607 BPV Grant	\$ 4,005.19	\$ 3,000.00	\$ 3,669.07	\$3,000
Equitable Sharing - Fed Seize	\$ 500.00	\$ -	\$ 11,819.22	\$0
DOT Fed Ind 20.600 Hwy Safety	\$ 12,274.26	\$ 10,000.00	\$ 1,379.36	\$4,000
TREAS Fed Ind 21.019 CARES	\$ -	\$ 1,488,600.00	\$ 1,488,600.00	\$0
DHS Fed Ind 97.012 Boat Safety	\$ 12,966.96	\$ 12,500.00	\$ 12,500.00	\$1,000
DHS Fed Ind 97.036 FEMA (COVID)	\$ 500.00	\$ 15,000.00	\$ 10,000.00	\$0
WA OPD - Social Worker	\$ 35,000.00	\$ 22,000.00	\$ 22,000.00	\$22,000
DOE - SMP 1719	\$ 19,098.00	\$ -	\$ -	\$0
State Commerce - DT Grant	\$ 13,793.62	\$ -	\$ 44,260.55	\$0
PUD Privilege Tax	\$ 127,841.44	\$ 129,280.00	\$ 130,502.29	\$129,300
Vessel Registration Fees	\$ 12,791.53	\$ 13,000.00	\$ 11,641.08	\$10,000
City-County Assistance	\$ 113,862.99	\$ 101,588.00	\$ 96,016.92	\$92,000
Crim Jus - High Crime	\$ -	\$ -	\$ -	\$0
Crim Jus - Violent Crimes-Pop	\$ 9,832.66	\$ 10,255.00	\$ 10,409.13	\$11,300
Crim Jus - Special Programs	\$ 35,375.72	\$ 37,050.00	\$ 37,288.68	\$39,900
Marijuana Excise Tax	\$ 46,426.13	\$ 47,117.00	\$ 47,030.89	\$46,700
DUI & Other Crim Jus Assist	\$ 4,568.52	\$ 4,718.00	\$ 4,723.13	\$4,400
Liquor-Beer Excise Tax	\$ 179,311.92	\$ 181,609.00	\$ 203,468.55	\$193,000
Liquor Control Board Profits	\$ 267,348.37	\$ 265,302.00	\$ 265,302.00	\$269,700
Housing Authority Pay In Lieu	\$ -	\$ 135.00		
Sales of Maps-Publications	\$ 18.00	\$ 31.00	\$ -	\$0
Duplicating Srv	\$ 73.10	\$ 67.00	\$ 6.67	\$20
Duplicating Srv - PRR	\$ 2,534.77	\$ 2,002.00	\$ 2,750.00	\$3,500
Duplicating Srv - Laminate	\$ 1,627.50	\$ 1,934.00	\$ 1,222.67	\$1,100
Election Candidate Filing Fee	\$ -	\$ -	\$ -	\$0
Passports	\$ 19,613.50	\$ -	\$ -	\$0
Passport Photos	\$ 6,152.00	\$ -	\$ -	\$0
LE Services	\$ -	\$ -	\$ -	\$0
LE Services - Extra Duty	\$ 33,275.42	\$ 6,000.00	\$ 321.00	\$6,000
LE Services - SRO	\$ 151,437.42	\$ 170,000.00	\$ 170,000.00	\$170,000
LE - Fingerprinting	\$ 2,186.00	\$ 1,956.00	\$ 550.00	\$600
Background Check -Temp Bus Lic	\$ 106.00	\$ 185.00	\$ -	\$0
Protective Inspections - Fire	\$ 2,443.75	\$ 2,066.00	\$ 4,500.00	\$6,000
Reimb - Sno Isle Library	\$ 7,338.18	\$ 6,120.00	\$ 7,679.55	\$7,600
Boating Safety Class	\$ -	\$ -	\$ -	\$0
Mandatory Insurance-Admin Fee	\$ -	\$ -	\$ -	\$0
District Court	\$ 239,775.95	\$ 243,767.00	\$ 237,696.08	\$239,600
Violations Bureau - Local	\$ 3,150.00	\$ 4,000.00	\$ 2,854.29	\$3,000
Building Code Enforce Fines	\$ 5,000.00	\$ 2,486.00	\$ 3,153.33	\$1,500
Animal Impound Fees	\$ -	\$ -	\$ 20.00	\$0

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
Investment Interest	\$ 118,865.45	\$ 92,961.00	\$ 35,000.00	\$45,000
Real & Personal Prop Tax Int	\$ 3,702.29	\$ 4,206.00	\$ 1,316.17	\$1,500
Sales & Use Tax Interest	\$ 8,757.32	\$ 8,475.00	\$ 7,081.52	\$6,700
Leasehold Excise Tax Interest	\$ 10.32	\$ 11.00	\$ 10.51	\$0
Franchise Fee Interest	\$ 94,168.74	\$ -	\$ -	\$0
Special Event - Rental Reimb	\$ 914.58	\$ 1,340.00	\$ -	\$1,000
North Cove- Boat Launch Prking	\$ 1,767.52	\$ 8,000.00	\$ 7,000.00	\$8,000
Davies Beach - Launch/Parking	\$ 200.00	\$ 70,200.00	\$ 75,000.00	\$75,000
Lundeen Shelter Rental	\$ 9,604.00	\$ 9,000.00	\$ 394.00	\$9,000
The Mill - Rental	\$ 710.00	\$ -	\$ 979.00	\$10,000
Chamber VIC Rental	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$1,200
City Shop Lease	\$ -	\$ -	\$ -	\$0
WWTP Property Lease	\$ 10.00	\$ 10.00	\$ 17.14	\$10
Property Leases	\$ 21,061.19	\$ 91,500.00	\$ 80,000.00	\$78,000
Food Bank Lease	\$ 120.00	\$ 120.00	\$ 120.00	\$120
Community Garden Rental Fees	\$ 1,280.00	\$ 1,000.00	\$ 1,040.00	\$1,000
Davies Beach NCC Rental	\$ -	\$ -	\$ 5,700.00	\$5,900
Boat Launch Closure Fees	\$ -	\$ -	\$ -	\$0
Boat Launch Annual Pass	\$ -	\$ -	\$ 1,275.00	\$1,200
Property Utility & Signs	\$ -	\$ -	\$ 21,500.00	\$20,000
Arts Commission Donation	\$ 1,000.00	\$ -	\$ -	\$0
Arts-Sidewalk Chalk	\$ -	\$ -	\$ -	\$0
Donation-Police Dept	\$ 10,584.44	\$ 34,000.00	\$ 7,600.00	\$34,000
Private Grants - HR	\$ -	\$ -	\$ -	\$0
Private Party Grant/Donation	\$ 28,598.36	\$ 7,500.00	\$ 3,025.55	\$10,000
Sale of Surplus	\$ -	\$ -	\$ -	\$0
Unclaimed Money & Property	\$ 806.65	\$ 239.00	\$ 841.12	\$500
Sale of Confiscated & Forfeite	\$ -	\$ -	\$ -	\$0
Misc Rev. Judgment-Settlement	\$ 65.48	\$ 510.00	\$ 5.52	\$0
Cash Adjustments	\$ -	\$ -	\$ -	\$0
Miscellaneous Revenue - Other	\$ 1,019.65	\$ 500.00	\$ 5,000.00	\$5,000
Interfund Loan Repay Received	\$ 25,000.00	\$ -	\$ -	\$0
Refundable Deposits	\$ 5,730.40	\$ -	\$ -	\$0
The Mill - Deposit	\$ -	\$ -	\$ 600.00	\$2,000
Prior Period Adjustments	\$ 2,577.85	\$ -	\$ 2,577.85	\$0
Sale of Capital - Property	\$ -	\$ -	\$ 78,764.09	\$0
Insurance Recoveries - Capital	\$ 3,755.92	\$ -	\$ 7,139.89	\$0
Interfund Transfer In	\$ 875,067.21	\$ 1,145,000.00	\$ 816,402.49	\$880,000
Insurance Recoveries - Non Cap	\$ -	\$ -	\$ 10,199.10	\$0
Revenues	\$ 12,596,266.15	\$ 14,773,255.00	\$ 14,855,939.06	\$13,414,227
Legislative - Salaries	\$ 56,604.00	\$ 73,080.00	\$ 61,854.78	\$75,085
Legislative - Benefits	\$ 85.16	\$ 80.00	\$ 92.90	\$113
Legislative - Social Security	\$ 4,330.61	\$ 5,591.00	\$ 4,731.93	\$5,744
Legislative - Workers Comp	\$ 72.84	\$ 326.00	\$ 124.53	\$237
Legislative - Operating Costs	\$ 231.96	\$ 500.00	\$ 406.56	\$500
Legislative - Communication	\$ 3,643.57	\$ 4,500.00	\$ 3,994.33	\$4,500
Legislative - Travel & Mtgs	\$ 9,928.76	\$ 20,000.00	\$ 9,000.00	\$20,000
Legislative - Rentals	\$ 900.00	\$ 1,000.00	\$ 645.47	\$0
Legislative - Prof. Developmen	\$ 2,939.00	\$ 5,000.00	\$ 1,706.67	\$10,000
Legislative - C.C.Retreat	\$ 5,966.71	\$ 5,000.00	\$ 5,500.00	\$5,000
Executive - Salaries	\$ 26,400.00	\$ 26,400.00	\$ 26,804.00	\$80,000
Executive - Benefits	\$ 39.60	\$ -	\$ 40.20	\$26,999
Executive - Social Security	\$ 2,019.60	\$ 2,020.00	\$ 2,050.56	\$6,120
Executive - Retirement	\$ -	\$ -	\$ 3,447.00	\$10,376
Executive - Workers Comp	\$ -	\$ 309.00	\$ 195.63	\$293
Executive - Supplies	\$ 37.04	\$ 200.00	\$ 96.75	\$200
Executive - Communication	\$ 493.95	\$ 600.00	\$ 614.15	\$600
Executive - Travel & Mtgs	\$ 3,704.43	\$ 4,000.00	\$ 2,739.69	\$4,000

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
Executive - Miscellaneous	\$ 200.00	\$ 100.00	\$ -	\$100
Executive - Prof. Development	\$ 590.00	\$ 600.00	\$ -	\$600
Executive - Board/Staff Apprec	\$ -	\$ 500.00	\$ -	\$500
Legislative - Election Costs	\$ 16,817.84	\$ 70,000.00	\$ 50,000.00	\$75,000
Legislative - Voter Reg Fees	\$ 36,929.48	\$ 40,000.00	\$ 42,835.06	\$45,000
<i>Deputy Clerk/ Admin Assistant</i>				<i>\$15,586</i>
Legislative & Executive	\$ 171,934.55	\$ 259,806.00	\$ 216,880.20	\$386,553
AD-Salaries	\$ 136,126.09	\$ 153,800.00	\$ 153,800.00	\$157,024
AD-Overtime	\$ -	\$ -	\$ -	\$1,000
AD-Benefits	\$ 14,869.66	\$ 13,793.00	\$ 13,793.00	\$13,627
AD-Social Security	\$ 7,817.23	\$ 11,066.00	\$ 13,631.02	\$12,012
AD-Retirement	\$ 15,907.83	\$ 25,834.00	\$ 27,439.00	\$27,387
AD-Workers Comp	\$ 158.71	\$ 423.00	\$ 436.00	\$461
AD-Office Supply	\$ 152.84	\$ 500.00	\$ 100.00	\$500
AD-Professional Services	\$ -	\$ 1,000.00	\$ -	\$1,000
AD-Communications	\$ 803.24	\$ 1,100.00	\$ 1,572.72	\$1,200
AD-Travel & Meetings	\$ 5,161.56	\$ 5,000.00	\$ 1,000.00	\$5,000
AD-Staff Development	\$ 1,150.00	\$ 2,000.00	\$ 1,000.00	\$2,000
AD-Miscellaneous	\$ 2,150.72	\$ 2,000.00	\$ -	\$2,000
<i>Deputy Clerk/ Admin Assistant</i>				<i>\$15,586</i>
Administration	\$ 184,297.88	\$ 216,516.00	\$ 212,771.74	\$238,797
CC-Salaries	\$ 87,767.45	\$ 99,045.00	\$ 105,806.00	\$87,980
CC-Overtime	\$ 27.83	\$ 3,000.00	\$ -	\$1,000
CC-Benefits	\$ 19,244.37	\$ 19,988.00	\$ 19,988.00	\$9,143
CC-Social Security	\$ 8,360.42	\$ 7,577.00	\$ 8,330.00	\$6,730
CC-Retirement	\$ 11,276.73	\$ 12,737.00	\$ 14,003.00	\$11,411
CC-Workers Comp	\$ 343.62	\$ 482.00	\$ 497.00	\$411
CC-Office Supply	\$ 543.19	\$ 1,000.00	\$ 360.63	\$600
CC-Professional Services	\$ 20,817.28	\$ 61,812.00	\$ 61,812.00	\$10,000
CC-Communications	\$ 618.36	\$ 1,000.00	\$ 752.53	\$1,000
CC-Travel & Meetings	\$ 3,695.37	\$ 4,025.00	\$ 226.01	\$4,000
CC-Repair & Maintenance	\$ -	\$ -	\$ -	\$0
CC-Miscellaneous	\$ 820.00	\$ 620.00	\$ 600.00	\$600
CC-Staff Development	\$ 2,174.45	\$ 2,250.00	\$ 1,660.00	\$2,200
<i>Deputy Clerk/ Admin Assistant</i>				<i>\$19,745</i>
City Clerk	\$ 155,689.07	\$ 213,536.00	\$ 214,035.18	\$154,820
FI-Salaries	\$ 328,271.32	\$ 339,984.00	\$ 329,761.65	\$352,815
FI-Overtime	\$ 2,987.30	\$ 3,000.00	\$ 4,063.76	\$3,700
FI-Benefits	\$ 61,167.57	\$ 62,652.00	\$ 62,329.00	\$69,362
FI-Social Security	\$ 26,600.88	\$ 25,412.00	\$ 25,309.00	\$26,990
FI-Retirement	\$ 44,766.24	\$ 42,719.00	\$ 42,545.00	\$45,760
FI-Workers Comp	\$ 859.47	\$ 1,407.00	\$ 1,405.00	\$1,603
FI-Office Supplies	\$ 2,610.31	\$ 2,500.00	\$ 4,314.64	\$2,500
FI-Professional Service	\$ 27,644.70	\$ 56,143.00	\$ 38,437.33	\$50,000
FI-Advertising	\$ 118.30	\$ 100.00	\$ -	\$100
FI-Communications	\$ 841.69	\$ 800.00	\$ 633.27	\$800
FI-Travel & Meetings	\$ 2,227.11	\$ 4,450.00	\$ 1,000.00	\$4,450
FI-Insurance	\$ 99.33	\$ 120.00	\$ 95.33	\$100
FI-Software Maint	\$ 8,400.00	\$ 10,000.00	\$ 7,957.00	\$0
FI-Miscellaneous	\$ 715.55	\$ 650.00	\$ 650.00	\$595
FI-Staff Development	\$ 1,595.00	\$ 2,300.00	\$ 750.00	\$3,150
FI-Banking Services	\$ 1,914.46	\$ 2,500.00	\$ 2,500.00	\$2,500
FI-Credit Card Services	\$ 70,944.27	\$ 85,000.00	\$ 80,000.00	\$85,000
FI- Capital Outlay	\$ -	\$ -	\$ -	\$0
<i>Accountant (Reclass/Promote PT AP to FT Accountant)</i>				<i>\$15,079</i>
<i>Accountant - PW Accountant</i>				<i>\$0</i>
Finance	\$ 581,763.50	\$ 639,737.00	\$ 601,750.98	\$664,504
HR-Safety Program	\$ 1,119.00	\$ 2,000.00	\$ 342.97	\$2,000
HR-Wellness Program	\$ 1,196.33	\$ 2,000.00	\$ -	\$2,000

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
HR-Salaries	\$ 142,867.24	\$ 179,643.00	\$ 174,000.00	\$178,699
HR-Overtime	\$ 2,019.61	\$ 1,000.00	\$ 789.75	\$0
HR-Benefits	\$ 23,598.76	\$ 27,901.00	\$ 26,261.00	\$25,962
HR-Soc Security	\$ 10,862.21	\$ 13,743.00	\$ 13,252.00	\$13,670
HR-Retirement	\$ 17,422.55	\$ 23,102.00	\$ 22,278.00	\$23,177
HR-Workers Comp	\$ 302.52	\$ 668.00	\$ 661.00	\$702
HR-Office Supplies	\$ 647.32	\$ 900.00	\$ 887.52	\$900
HR-Operating Cost	\$ 481.23	\$ 1,500.00	\$ 73.67	\$1,500
HR-Professional Services	\$ 3,320.00	\$ 15,250.00	\$ 12,548.44	\$3,500
HR-Communications	\$ 1,297.06	\$ 1,500.00	\$ 1,408.16	\$1,500
HR-Travel & Meetings	\$ 1,742.49	\$ 2,000.00	\$ -	\$8,000
HR-Miscellaneous	\$ 610.06	\$ 1,100.00	\$ 292.00	\$1,100
HR-Staff Development	\$ 1,250.45	\$ 7,000.00	\$ 76.00	\$5,000
HR-Employee Recognition	\$ 705.72	\$ 5,000.00	\$ 33.32	\$5,000
HR-Civil - Office Supply	\$ -	\$ -	\$ -	\$0
HR-Civil - Professional Srv	\$ -	\$ -	\$ -	\$0
<i>HR Technician (0.5) PT Item Request</i>				\$17,977
Human Resources	\$ 209,442.55	\$ 284,307.00	\$ 252,903.83	\$290,687
IT-Salaries	\$ 186,654.54	\$ 234,092.00	\$ 231,943.00	\$230,292
IT-Overtime	\$ 450.50	\$ 1,200.00	\$ 886.63	\$550
IT-Benefits	\$ 42,940.43	\$ 58,717.00	\$ 49,095.00	\$47,235
IT-Soc Security	\$ 14,130.30	\$ 17,908.00	\$ 17,744.00	\$17,617
IT-Retirement	\$ 23,727.87	\$ 30,104.00	\$ 29,828.00	\$29,869
IT-Workers Comp	\$ 426.56	\$ 965.00	\$ 954.00	\$1,063
IT-Office Supplies	\$ 6,178.84	\$ 6,000.00	\$ 1,000.00	\$2,000
IT-Fuel	\$ -	\$ 200.00	\$ -	\$200
IT-Professional Services	\$ 3,696.50	\$ 29,000.00	\$ -	\$25,000
IT-Communications	\$ 2,190.14	\$ 1,993.00	\$ 3,673.88	\$4,200
IT-Travel & Meetings	\$ 2,119.63	\$ 7,200.00	\$ 1,833.69	\$5,000
IT-Repair & Maintenance	\$ 216.58	\$ 4,000.00	\$ -	\$4,000
IT-Miscellaneous	\$ 1,071.00	\$ 200.00	\$ -	\$200
IT-Staff Development	\$ 3,110.64	\$ 4,800.00	\$ 100.00	\$4,800
<i>Reclassify IT Manager to IT Director Application Analyst Item Request</i>				\$7,181 \$22,243 \$0
Information Technology	\$ 286,913.53	\$ 396,379.00	\$ 337,058.20	\$401,450
PL-Salaries	\$ 513,003.57	\$ 691,478.00	\$ 535,000.00	\$807,139
PL-Overtime	\$ 3,410.22	\$ 1,200.00	\$ 894.17	\$1,200
PL-Benefits	\$ 109,622.76	\$ 149,973.00	\$ 122,426.57	\$197,040
PL-Social Security	\$ 43,754.83	\$ 48,041.00	\$ 46,974.48	\$61,746
PL-Retirement	\$ 72,870.42	\$ 80,759.00	\$ 74,906.48	\$105,021
PL-Workers Comp	\$ 1,602.45	\$ 2,807.00	\$ 2,807.00	\$3,957
PL-Office Supplies	\$ 3,780.78	\$ 4,000.00	\$ 2,627.39	\$4,000
PL-Operating Costs	\$ 948.28	\$ 10,000.00	\$ 326.05	\$1,000
PL-Permit Related Op. Costs	\$ 6,108.85	\$ 20,000.00	\$ 20,552.12	\$20,000
PL-Fuel	\$ 366.67	\$ -	\$ 203.04	\$0
PL-Small Tools	\$ -	\$ -	\$ -	\$0
PL-Professional Serv	\$ 29,121.78	\$ 10,000.00	\$ 10,000.00	\$45,000
PL-CA-Developer Reimb	\$ -	\$ -	\$ -	\$0
PL-Software Maint.	\$ -	\$ -	\$ -	\$0
PL-Advertising	\$ 11,788.45	\$ 15,000.00	\$ 5,439.23	\$15,000
Permit Related Professional Sr	\$ 168,948.86	\$ 145,000.00	\$ 77,519.11	\$145,000
PL-Communication	\$ 4,209.37	\$ 4,000.00	\$ 4,381.23	\$4,000
PL-Travel & Mtgs	\$ 2,446.20	\$ 6,000.00	\$ 14.45	\$6,000
PL-Repairs & Maint.	\$ 1,251.78	\$ 1,500.00	\$ 986.99	\$1,500
PL-Miscellaneous	\$ 1,036.25	\$ 700.00	\$ 50.00	\$700
PL-Staff Development	\$ 4,037.44	\$ 6,000.00	\$ 1,666.67	\$6,000
PL-Printing and Bindin	\$ -	\$ 1,000.00	\$ -	\$1,000

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
PL-UGA-RUTA-Annexation	\$ 16,000.26	\$ 35,000.00	\$ 35,000.00	\$0
PL-Prof Serv-Hearing E	\$ 2,000.00	\$ 2,000.00	\$ 2,666.67	\$2,000
PL-GIS Mapping	\$ -	\$ -	\$ -	\$0
PL - Citywide Beautification	\$ -	\$ 20,000.00	\$ 4,523.17	\$20,000
PL-Economic Devel	\$ 7,683.71	\$ 10,000.00		\$10,000
PB-Salaries	\$ 203,748.58	\$ 407,788.00	\$ 370,000.00	\$390,961
PB-Overtime	\$ 8,938.77	\$ 1,200.00	\$ 8,745.29	\$9,000
PB-Benefits	\$ 46,651.84	\$ 116,494.00	\$ 92,492.00	\$108,583
PB-Social Security	\$ 11,421.84	\$ 24,619.00	\$ 24,619.00	\$29,909
PB-Retirement	\$ 19,503.43	\$ 41,386.00	\$ 41,386.00	\$50,708
PB-Workers Comp	\$ 2,412.72	\$ 4,467.00	\$ 4,792.00	\$8,033
PB-Office Supplies	\$ 1,320.52	\$ 2,000.00	\$ 2,458.75	\$2,905
PB-Operating Cost	\$ 737.77	\$ 5,860.00	\$ 582.09	\$730
PB-Clothing	\$ 278.13	\$ 500.00	\$ 122.08	\$157
PB-Fuel	\$ 2,025.37	\$ 2,755.00	\$ 1,267.60	\$1,630
PL - Contrib to Vehicle Replac	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$15,000
PB-Professional Srv	\$ 5,908.50	\$ 6,000.00	\$ 784.67	\$819
PB-Advertising	\$ 200.00	\$ 1,000.00	\$ 66.67	\$86
PB-Communication	\$ 2,575.32	\$ 1,995.00	\$ 4,327.03	\$4,955
PB-Travel & Mtgs	\$ 1,549.15	\$ 3,000.00	\$ -	\$0
PB-Repair & Maintenance	\$ 1,958.26	\$ 2,500.00	\$ 987.04	\$955
PB-Miscellaneous	\$ 45.00	\$ 300.00	\$ -	\$0
PB-Staff Development	\$ 3,298.00	\$ 4,000.00	\$ 240.00	\$274
PL-Park & Recreation	\$ 23,790.15	\$ 28,579.00	\$ 20,000.00	\$20,000
PL-Capital Outlay	\$ -	\$ -	\$ -	\$0
PB-Capital Outlay	\$ -	\$ 35,000.00	\$ 35,000.00	\$0
Code Enforcement Inspector				\$86,700
Reclassify Building Code Enforcement Inspector to Building Inspector				\$0
Admin Assistant (0.5) PT				\$0
Reclassify Principal Planner to Planning Supervisor				\$0
Reclassify Permit Lead to Permit Supervisor				\$0
Bluebeam upgrade				\$1,245
Economic Development - Beautification				\$90,000
Planning & Community Develop	\$ 1,350,356.28	\$ 1,963,901.00	\$ 1,566,835.02	\$2,279,953
LE - Contrib to Vehicle Repl	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$218,000
LE - Contrib to Boat Repl	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$8,000
LE-Contrib toTaser Repl	\$ -	\$ 20,980.00	\$ 20,980.00	\$21,300
LE-Salaries	\$ 3,573,836.00	\$ 3,824,310.00	\$ 3,824,310.00	\$3,938,994
LE-Overtime	\$ 302,965.19	\$ 300,000.00	\$ 224,460.15	\$300,000
LE-Salaries Extra Duty	\$ -	\$ -	\$ -	\$0
LE-Holiday Cashout	\$ 81,849.04	\$ 80,000.00	\$ 80,000.00	\$80,000
LE - Signing Bonus		\$ 20,000.00	\$ 20,000.00	\$20,000
LE-Benefits	\$ 845,650.23	\$ 895,675.00	\$ 861,537.00	\$886,173
LE-Social Security	\$ 301,225.23	\$ 291,412.00	\$ 289,445.00	\$301,333
LE-Retirement	\$ 251,257.74	\$ 244,668.00	\$ 242,891.00	\$257,377
LE-Workers Comp	\$ 77,544.02	\$ 98,737.00	\$ 98,699.00	\$120,884
LE-Clothing Allowance	\$ 24,686.95	\$ 28,000.00	\$ 28,000.00	\$28,000
LE-Office Supplies	\$ 13,535.95	\$ 17,000.00	\$ 6,389.21	\$17,000
LE-Fixed Minor Equipment	\$ 81,497.74	\$ 72,170.00	\$ 64,172.19	\$78,000
LE-Minor Equipment	\$ 38,808.39	\$ 44,000.00	\$ 37,678.01	\$29,700
LE-Donation Exp Helmets	\$ -	\$ 1,000.00	\$ -	\$0
LE-Donation Exp - Other	\$ 6,044.84	\$ 13,955.00	\$ 11,555.00	\$10,000
LE-Equipment - New Officers	\$ 2,680.39	\$ -	\$ 9,558.32	\$0
LE-Emergency Mgmt Supplies	\$ 7,128.63	\$ 8,000.00	\$ 8,000.00	\$8,000
LE-Donation Canine Unit	\$ 41,381.04	\$ -	\$ -	\$0
LE-Fuel	\$ 90,520.55	\$ 80,000.00	\$ 55,492.25	\$72,000

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
LE-Professional Services	\$ 25,089.90	\$ 28,000.00	\$ 23,674.67	\$28,000
LE-Professional Serv-Fixed	\$ 43,407.05	\$ 42,850.00	\$ 37,807.76	\$42,800
LE-Advertising	\$ -	\$ 1,500.00	\$ -	\$1,500
LE-Communication	\$ 50,552.57	\$ 51,881.00	\$ 43,225.63	\$49,000
LE-Travel & Per Diem	\$ 39,581.48	\$ 38,500.00	\$ 11,956.89	\$48,000
LE-Business Meetings	\$ 1,558.17	\$ 5,000.00	\$ 1,141.69	\$5,000
LE-Insurance	\$ 236,774.06	\$ 278,792.00	\$ 278,792.10	\$301,283
LE-Repair & Maintenance Equip	\$ 77,557.25	\$ 100,000.00	\$ 84,472.49	\$100,000
LE-Dues & Memberships	\$ 2,820.00	\$ 4,000.00	\$ 2,733.33	\$4,000
LE-Boating Salaries Local	\$ 27,631.31	\$ 20,432.00	\$ 29,189.50	\$20,000
LE-Boating - Other Salaries	\$ 9,738.59	\$ 50,000.00	\$ 50,000.00	\$50,000
LE-Boating Benefit Local	\$ 11,333.87	\$ 8,225.00	\$ 10,983.96	\$8,200
LE-Boat Other Benefits	\$ 3,400.97	\$ 3,100.00	\$ 3,100.00	\$3,100
LE-Boating Clothing	\$ 760.21	\$ 500.00	\$ 500.00	\$500
LE-Boating Minor Equipment	\$ 8,443.39	\$ 9,505.00	\$ 9,505.00	\$9,500
LE-Boating-Fuel	\$ 644.53	\$ 2,500.00	\$ 1,500.00	\$2,500
LE-Boating-Travel & Per Diem	\$ 5,107.95	\$ 6,000.00	\$ 2,000.00	\$6,000
LE-Boating Repair & Maint	\$ 3,706.76	\$ 5,500.00	\$ 3,000.00	\$5,500
LE-Investigation Ops Costs	\$ -	\$ -	\$ -	\$0
LE-Investigations Prof.Service	\$ -	\$ -	\$ -	\$0
LE-Community Outreach Supplies	\$ 8,705.84	\$ 5,000.00	\$ 155.44	\$5,000
LE-Drug Task Force	\$ 10,180.25	\$ 11,000.00	\$ 11,000.00	\$11,000
LE-Registration Fees	\$ 31,845.54	\$ 32,000.00	\$ 32,000.00	\$32,000
LE-Staff Development - BLEA	\$ -	\$ 3,063.00	\$ -	\$3,100
LE-Finance Charges	\$ 77.98	\$ -	\$ 69.01	\$0
LE-Boating- Registration Fees	\$ 980.00	\$ 3,000.00	\$ -	\$3,000
LE-Facilities Supplies	\$ 2,526.63	\$ 5,200.00	\$ 1,863.01	\$5,200
LE-Facilities Minor Equipment	\$ -	\$ 3,000.00	\$ -	\$3,000
LE-Fleet Minor Equipment	\$ 1,551.13	\$ 5,000.00	\$ 1,347.68	\$5,000
LE-Facility Utilities	\$ 13,154.37	\$ 29,810.00	\$ 28,565.00	\$29,000
LE-Facility Repair & Maint	\$ 7,094.98	\$ 11,000.00	\$ 8,129.15	\$11,000
LE-Jail	\$ 427,687.03	\$ 479,049.00	\$ 445,409.16	\$480,000
LE - SNO911	\$ 338,571.60	\$ 383,226.00	\$ 383,226.00	\$362,570
LE-SERS Radio Assessment	\$ 80,348.97	\$ -	\$ -	\$0
LE - Animal Control	\$ 16,505.00	\$ 21,574.00	\$ 9,843.33	\$20,000
Seizure - State Remit	\$ -	\$ -	\$ -	\$0
LE-Capital Boating	\$ -	\$ -	\$ -	\$0
LE-Capital Outlays Equipment	\$ 44,756.62	\$ 43,000.00	\$ 43,000.00	\$0
LE-Capital Outlay - Facilities	\$ -	\$ 24,000.00	\$ 24,000.00	\$0
Annexation - Patrol Officers x2				\$215,154
Crime Analyst				\$0
Traffic Officer				\$0
Police Services Officer (Code Enforcement)				\$0
Evidence room alarm monitoring				\$12,500
Telestaff Scheduling Software				\$10,000
Tuition reimbursement program				\$10,000
Facility Maintenance for new building				\$20,000
Law Enforcement	\$ 7,490,705.93	\$ 7,973,114.00	\$7,683,358	\$8,317,168
PK-Salaries	\$ 318,147.25	\$ 448,609.00	\$ 433,047.00	\$532,797
PK-Overtime	\$ 12,026.36	\$ 10,000.00	\$ 14,110.83	\$16,000
PK-Benefits	\$ 90,237.99	\$ 119,675.00	\$ 135,492.00	\$164,369
PK-Social Security	\$ 27,182.86	\$ 28,634.00	\$ 33,128.00	\$40,759
PK-Retirement	\$ 42,338.77	\$ 44,970.00	\$ 55,690.00	\$65,859
PK-Workers Comp	\$ 6,773.63	\$ 10,063.00	\$ 11,381.46	\$14,980
PK- Clothing - Boot Allowance	\$ 1,686.00	\$ 4,200.00	\$ 2,000.00	\$2,000
PK-Operating Costs	\$ 70,918.68	\$ 80,100.00	\$ 109,178.93	\$120,000
PK-Ops-Clothing	\$ 511.49	\$ 2,700.00	\$ 1,594.40	\$2,700
PK - Lake Safety	\$ 1,762.59	\$ 4,000.00	\$ 4,000.00	\$4,000
PK - Boat Launch Expenses	\$ 270.00	\$ 24,000.00	\$ 24,000.00	\$6,000

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
PK-Fuel Costs	\$ 1,857.02	\$ 1,500.00	\$ 20,431.92	\$21,000
PK - Contrib to PW Equpt	\$ 80,000.00	\$ 40,000.00	\$ 40,000.00	\$40,000
PK-Professional Services	\$ 19,122.87	\$ 78,005.00	\$ 50,773.23	\$100,000
PK -Professional Tree Srv	\$ 112,916.70	\$ 127,000.00	\$ 100,000.00	\$150,000
PK - NCC Discount on Rent	\$ -	\$ -	\$ 2,326.33	\$2,500
PK-Communication	\$ 6,666.91	\$ 9,000.00	\$ 7,196.52	\$8,300
PK-Travel & Meetings	\$ 157.22	\$ 200.00	\$ 68.05	\$200
PK-Equipment Rental	\$ 15,677.70	\$ 8,000.00	\$ 12,969.48	\$8,000
PK- Dumpster Service	\$ 6,196.73	\$ 10,000.00	\$ 4,222.04	\$5,000
PK-Insurance	\$ 30,288.94	\$ 27,364.00	\$ 27,363.45	\$36,130
PK-Utilities	\$ 22,913.64	\$ 40,000.00	\$ 28,734.31	\$40,000
PK-Storm Drainage	\$ 22,065.46	\$ 13,655.00	\$ 14,128.00	\$14,537
PK-Repair & Maintenance	\$ 1,895.25	\$ 3,500.00	\$ 3,411.76	\$4,400
PK-Miscellaneous	\$ -	\$ 150.00	\$ -	\$150
PK-Staff Development	\$ 251.49	\$ 3,400.00	\$ 388.88	\$3,400
PK-Park Board-Miscellaneous	\$ -	\$ 150.00	\$ -	\$0
PK-Capital Outlay	\$ 2,049.58	\$ 155,000.00	\$ 155,000.00	\$111,276
<i>Office Assistant</i>				\$0
<i>Item Request</i>				\$0
Parks	\$ 893,915.13	\$ 1,293,875.00	\$1,290,637	\$1,514,357
Ext Consultation - City Atty	\$ 215,951.75	\$ 225,000.00	\$ 270,281.01	\$325,000
Ext Consult - PRA	\$ 17,512.15	\$ 20,000.00	\$ 31,235.33	\$32,800
Ext Consult - Prosecutor Fees	\$ 142,669.08	\$ 159,149.00	\$ 137,600.00	\$160,000
Ext Consult - Labor Relations	\$ 12,665.06	\$ 25,000.00	\$ 25,000.00	\$25,000
Ext Litigation - City Atty	\$ 98,384.29	\$ 50,000.00	\$ 28,543.07	\$20,000
LG-General Public Defender	\$ 127,627.50	\$ 134,678.00	\$ 113,310.00	\$130,000
Social Worker Program (Grant)	\$ 18,720.00	\$ 13,520.00	\$ 13,520.00	\$13,520
Grant Exp - Arlington	\$ 21,000.00	\$ 13,200.00	\$ 13,200.00	\$13,200
Legal	\$ 654,529.83	\$ 640,547.00	\$632,689	\$719,520
CS- Visitor Center	\$ -	\$ 250.00	\$ -	\$0
CS- VIC Utilities	\$ 1,390.45	\$ 3,000.00	\$ 1,084.33	\$1,300
CS- VIC Professional Services	\$ 48.46	\$ -	\$ 32.31	\$0
CS- Human Services	\$ 40,000.00	\$ -	\$ -	\$0
CS- Veteran Services	\$ 109.68	\$ 5,998.00	\$ 3,998.00	\$2,000
CS- Senior Services-Supplies	\$ -	\$ 250.00	\$ -	\$250
CS- Senior Services-Utilities	\$ 24.23	\$ -	\$ -	\$0
CS- Senior Services R&M	\$ 616.34	\$ 1,500.00	\$ -	\$1,500
CS- Special Event-Equip Rent	\$ -	\$ 1,500.00	\$ 853.33	\$1,500
CS- Library-Office & Operating	\$ 866.03	\$ 500.00	\$ 758.72	\$500
CS- Library-Professional Svc	\$ 24.23	\$ -	\$ -	\$0
CS- Library-Utilities	\$ 7,679.55	\$ 7,313.00	\$ 4,867.83	\$7,300
CS- Library Storm Drainage	\$ 1,331.00	\$ 1,423.00	\$ 948.27	\$1,465
CS- Library-Repair & Maint	\$ 1,702.99	\$ 1,500.00	\$ 2,398.00	\$1,500
CS- Aquafest	\$ 932.31	\$ 3,500.00	\$ -	\$3,500
CS- Museum - Operating	\$ 326.70	\$ 70.00	\$ 24.33	\$100
CS- Museum - Communications	\$ 2,818.57	\$ 1,341.00	\$ 2,885.12	\$2,900
CS- Museum - Utilities	\$ 536.97	\$ 927.00	\$ -	\$0
CS- Pavillion - Ops	\$ -	\$ 10,000.00	\$ 6,669.09	\$10,000
CS- Pavillion - Janitorial	\$ 195.00	\$ 5,000.00	\$ 793.00	\$5,000
CS- Pavillion - Communication	\$ 309.20	\$ 2,000.00	\$ 314.49	\$2,000
CS- Pavillion - Utilities	\$ 1,782.77	\$ 10,000.00	\$ 5,283.76	\$10,000
CS- Pavillion - R & M	\$ -	\$ 2,000.00	\$ 6,650.10	\$2,000
CS- Grimm House - Operating	\$ -	\$ -	\$ -	\$0
CS- Grimm House Utilities	\$ 537.02	\$ 773.00	\$ 1,151.04	\$775
CS- Library - Capital Outlay	\$ -	\$ -	\$ -	\$0

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
CS- Pavillion - Capital	\$ 6,961.83	\$ 100,000.00	\$ 115,615.87	\$0
Community	\$ 68,193.33	\$ 158,845.00	\$154,328	\$53,590
Refund of Deposits	\$ 2,900.00	\$ 3,400.00	\$ -	\$0
Lobbying Services	\$ 57,598.18	\$ 80,000.00	\$ 52,991.76	\$55,000
GG-Municipal Court Fees	\$ 197,844.41	\$ 220,000.00	\$ 127,999.83	\$200,000
GG-Operating Costs	\$ 12,817.44	\$ 15,000.00	\$ 27,203.27	\$15,000
GG-Fuel	\$ 207.25	\$ 487.00	\$ 143.69	\$500
GG-Professional Service	\$ 16,989.46	\$ 68,415.00	\$ 57,228.73	\$40,000
GG-Communication	\$ 3,328.28	\$ 3,348.00	\$ 2,926.33	\$3,350
GG-Rental & Services	\$ 1,413.28	\$ 2,500.00	\$ 942.19	\$2,500
GG-Dumpster Service	\$ 4,197.32	\$ 1,500.00	\$ 3,105.05	\$4,000
GG-Insurance	\$ 95,766.56	\$ 97,571.00	\$ 97,570.84	\$97,342
GG-Utilities	\$ 16,208.03	\$ 18,485.00	\$ 22,070.21	\$18,500
GG-Storm Drainage	\$ 18,008.01	\$ 22,584.00	\$ 22,831.00	\$23,070
GG-Utilities for Rentals	\$ 11,695.15	\$ -	\$ 25,797.48	\$2,600
GG-Repair & Maintenance	\$ 63,439.29	\$ 80,000.00	\$ 20,756.33	\$30,000
GG-Miscellaneous	\$ 1,022.73	\$ 2,000.00	\$ 1,221.83	\$1,000
GG-Salaries Regular	\$ 244,572.12	\$ 281,340.00	\$ 283,902.00	\$268,741
GG-Salaries Overtime	\$ 9,331.84	\$ 3,500.00	\$ 9,355.87	\$11,000
GG-Benefits	\$ 65,044.36	\$ 73,354.00	\$ 78,491.00	\$71,526
GG-Social Security	\$ 18,726.96	\$ 20,926.00	\$ 21,718.00	\$20,559
GG-Retirement	\$ 32,546.78	\$ 35,173.00	\$ 36,510.00	\$34,856
GG-Workers Comp	\$ 3,423.94	\$ 6,271.00	\$ 6,545.00	\$6,063
GG-Clothing-Boot Allowance	\$ 1,073.50	\$ 1,000.00	\$ 1,000.00	\$1,000
GG-Advertising	\$ 2,911.14	\$ 3,245.00	\$ 4,363.21	\$5,000
GG-Judgments & Settlements	\$ -	\$ -	\$ -	\$0
GG-PRR - Print-Copy	\$ -	\$ 100.00	\$ -	\$0
GG - Contrib to Unemployment	\$ -	\$ -	\$ -	\$0
GG - Contrib to Computer	\$ 149,920.82	\$ 230,080.00	\$ 230,080.00	\$254,100
GG-PSRC	\$ 10,398.00	\$ 12,000.00	\$ 12,000.00	\$12,000
GG-Chamber of Commerce	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$18,000
GG-Economic Alliance	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$3,000
GG-Visitor Center -SnoCo Contr	\$ -	\$ 800.00	\$ 800.00	\$800
GG-AWC	\$ 23,609.00	\$ 24,560.00	\$ 24,558.00	\$25,000
GG-SnoCo Tomorrow	\$ 6,022.00	\$ 6,038.00	\$ 6,284.00	\$6,300
GG-Excise Tax	\$ 1,194.94	\$ 4,100.00	\$ 1,200.00	\$1,200
GG-Snohomish Health District	\$ -	\$ 34,150.00	\$ 34,150.00	\$34,500
GG-Protectective Insp Enforce	\$ -	\$ -	\$ -	\$0
GG-Emergency	\$ 41,351.00	\$ 42,595.00	\$ 42,595.00	\$41,750
GG - Air Pollution	\$ 21,271.00	\$ 21,858.00	\$ 21,858.00	\$22,720
GG - Liquor Tax to SnoCo	\$ 8,903.98	\$ 8,616.00	\$ 9,454.44	\$8,600
Interfund Loan	\$ -	\$ -	\$ -	\$0
Refund	\$ -	\$ -	\$ 160.00	\$200
Refund of Retainage Deposits	\$ -	\$ -	\$ 466.67	\$0
GG - Chapel Hill	\$ -	\$ -	\$ -	\$0
GG - Property Purch - LE	\$ -	\$ -	\$ -	\$0
GG-Contrib to Muni Arts Fund	\$ -	\$ -	\$ -	\$0
GG-Trsfr to Cum Res Fund 002	\$ -	\$ -	\$ -	\$0
<i>Custodian</i>			\$ -	\$0
<i>Item Request</i>				\$17,400
General Government	\$ 1,164,736.77	\$ 1,445,996.00	\$ 1,309,279.73	\$1,357,177
Expenditures	\$ 13,212,478.35	\$ 15,486,559.00	\$ 14,472,526.44	\$16,378,576
General Cash	\$ 4,523,722.71	\$ 3,531,114.48	\$ 4,627,831.10	\$ 1,663,482
Contingency - Beginning Cash	\$ 3,926,097.39	\$ 3,989,906.60	\$ 3,989,906.60	\$4,439,106
Local Construction Sales Tax	\$ 1,274,010.50	\$ 600,000.00	\$900,000	\$800,000
Investment Interest	\$ 91,064.21	\$ 101,905.00	\$29,987	\$40,000
Interfund Loan Repay Receipt	\$ 813,892.73	\$ 2,235,336.00	\$ 1,922,456.52	\$0

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
Uncashed Checks	\$ -	\$ -	\$0	\$0
Interfund Transfer In	\$ -	\$ -	\$0	\$0
Revenues	\$ 2,178,967.44	\$ 2,937,241.00	\$ 2,852,443.15	\$840,000
Interfund Loan	\$ 2,100,200.68	\$ 949,799.00	\$ 636,148.57	
Unclaimed Checks Paid	\$ -	\$ -	\$0	
Traffic Incentive Fee Reimb	\$ -	\$ 145,000.00	\$0	
GR - Interfund Transfer Out	\$ -	\$ -	\$0	
Police Dept - Loaned	\$ 14,957.55	\$ -	\$0	
Park Acquisition	\$ -	\$ 200,000.00	\$ 200,000.00	
CV -Grant Pass Thru	\$ -	\$ 865,000.00	\$ 865,000.00	
Property Acquisition	\$ -	\$ 370,000.00	\$ 372,095.23	
CV - supplies	\$ -	\$ 100,000.00	\$ 100,000.00	
CV - Capital Purchases	\$ -	\$ 200,000.00	\$200,000	
CV - Professional Services	\$ -	\$ 30,000.00	\$ 30,000.00	
Expenditures	\$ 2,115,158.23	\$ 2,829,799.00	\$ 2,403,243.80	\$0
Contingency Reserve	\$ 3,989,906.60	\$ 4,097,348.60	\$ 4,439,105.95	\$5,279,106
Permitting - Managerial Cash	\$ 977,680.45	\$ 2,316,320.78	\$ 2,316,320.78	\$3,231,667
Building Permits	\$ 1,771,922.23	\$ 1,515,000.00	\$ 1,776,758.91	\$1,500,000
Zoning-Subdivision Fees	\$ 521,188.98	\$ 480,000.00	\$ 554,724.98	\$500,000
Developer Reimbursable Receipt	\$ -	\$ -	\$ -	
Investment Interest - To GF	\$ -	\$ -	\$ -	
Revenues	\$ 2,293,111.21	\$ 1,995,000.00	\$ 2,331,483.89	\$2,000,000
Developer Reimbursement	\$ 3,707.44	\$ -	\$ -	
Miscellaneous	\$ 375.00	\$ -	\$ 6,824.85	\$1,000
Interfund Transfer Out	\$ 950,388.44	\$ 1,340,897.00	\$ 843,175.40	\$1,000,000
<i>interfund loan 20th st to 301</i>			\$ 566,137.00	
<i>(2) Vehicles - Inspections - Permit Funds</i>				<i>\$100,000</i>
Expenditures	\$ 954,470.88	\$ 1,340,897.00	\$ 1,416,137.25	\$1,101,000
Permitting - Managerial	\$ 2,316,320.78	\$ 2,970,423.78	\$ 3,231,667.42	\$4,130,667
Description	2019	2020 Budget	Estimated Ending	Mayors Budget
Street - Beginning Cash	\$ 2,239,475.70	\$ 2,365,201.17	\$ 2,365,201.17	\$1,983,766
Real & Personal Property Tax	\$1,344,252	\$1,415,095	\$1,415,095	\$1,475,970
Utility Tax - Garbage	\$175,422	\$266,640	\$320,603	\$323,000
TBD - Vehicle Fees	\$0	\$0	\$0	\$0
Other Non-Bus. ROW Permits	\$36,214	\$28,701	\$27,086	\$27,000
Multimodal Transportation	\$45,402	\$44,989	\$45,748	\$45,000
MVFT - City Streets	\$691,734	\$702,950	\$565,111	\$600,000
Street - PW Services	\$1,105	\$0	\$0	\$0
Street Lights - Developer Paid	\$0	\$0	\$0	\$0
Investment Interest	\$46,746	\$49,412	\$21,256	\$25,000
Street Op Special Assessment	\$10,852	\$14,090	\$2,253	\$2,500
Sale of Surplus	\$0	\$0	\$0	\$0
Misc Rev. Judgment-Settlement	\$0	\$0	\$0	\$0
Miscellaneous Revenue - Other	\$68	\$500	\$9,111	\$0
PW - Retainage	\$0	\$0	\$4,643	\$0
Prior Period Adjustments	\$0	\$0	\$0	\$0
Insurance Recoveries - Capital	\$0	\$0	\$9,940	\$0
Interfund Transfer In	\$62,089	\$47,654	\$56,591	\$60,000
Insurance Recoveries - Non Cap	\$0	\$0	\$0	\$0
Revenues	\$ 2,413,884.96	\$ 2,570,031.00	\$ 2,477,435.62	\$2,558,470

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
ME - Operating Costs	\$3,890	\$21,464	\$221	
ST-Salaries	\$749,384	\$838,532	\$777,030	\$859,277
ST-Overtime	\$29,997	\$46,350	\$37,039	\$30,000
ST-Benefits	\$196,424	\$215,176	\$207,499	\$224,614
ST-Social Security	\$54,545	\$63,878	\$59,306	\$65,735
ST-Retirement	\$97,478	\$109,212	\$100,721	\$112,725
ST-Workers Comp	\$10,585	\$16,694	\$16,255	\$17,423
ST-Boot - Clothing Allowance	\$5,119	\$8,197	\$3,500	\$3,500
ST-Fuel	\$34,051	\$25,779	\$24,513	\$27,000
ST-Pavement Preservation	\$261,686	\$478,000	\$477,590	\$500,000
ST-Advertising	\$1,786	\$1,054	\$0	\$1,000
ST-Professional Service	\$14,892	\$20,000	\$27,180	\$30,000
ST-Rentals-Leases	\$4,266	\$3,000	\$1,251	\$3,000
ST-Dumpster Service	\$6,197	\$6,400	\$4,222	\$3,000
ST-Repair & Maintenance	\$18,697	\$35,000	\$20,000	\$20,000
ST-Miscellaneous	\$585	\$1,000	\$1,500	\$1,000
ST-Staff Development	\$3,389	\$7,500	\$389	\$7,500
MISC - Administrative Fees TBD	\$0	\$0	\$0	\$0
ST-Storm Drainage	\$11,502	\$9,182	\$9,182	\$9,468
ST-SWM Road Bond Debt	\$6,589	\$6,608	\$6,589	\$6,600
ST-Sidewalk Repair Supply	\$0	\$0	\$0	\$0
ST-Sidewalk R&M	\$0	\$25,000	\$25,000	\$25,000
ST-Lighting - Utilities	\$194,405	\$184,737	\$182,348	\$184,000
ST-Lighting - R&M	\$0	\$2,000	\$0	\$2,000
ST-Traffic Control - Supply	\$52,605	\$10,000	\$26,738	\$30,000
ST-Traffic Control -Utility	\$3,684	\$3,369	\$3,150	\$3,300
ST-Traffic Control - R&M	\$9,102	\$12,000	\$12,000	\$12,000
ST-Traf Control - Guardrail	\$6,356	\$10,000	\$33,416	\$25,000
ST-Traffic Control - Striping	\$0	\$112,516	\$112,516	\$0
ST-Snow & Ice - Sply	\$40,347	\$20,000	\$23,956	\$30,800
ST Beautification Street Signs	\$29,178	\$15,809	\$23,375	\$0
ST-Clothing	\$1,483	\$2,213	\$1,594	\$3,500
ST - Contrib to PW Equipmt	\$160,000	\$80,000	\$80,000	\$80,000
ST - Contrib to Computer	\$36,000	\$24,000	\$24,000	\$39,600
ST-Software Maint & Support	\$1,750	\$0	\$0	\$0
ST-Communications	\$7,233	\$5,344	\$7,786	\$7,600
ST-Travel & Meetings	\$896	\$4,000	\$981	\$4,000
ST-Insurance	\$84,961	\$63,376	\$63,375	\$75,122
ST - Contrib to Unemployment	\$0	\$0	\$0	\$0
ST-Utilities	\$6,891	\$10,339	\$5,369	\$6,000
ST-Facilities R&M	\$0	\$0	\$0	\$0
ST-Prof Srv - Engineering	\$41,615	\$20,000	\$20,000	\$20,000
ST-Office Supplies	\$704	\$2,250	\$196	\$1,000
ST-Operating Cost	\$76,204	\$60,000	\$114,702	\$100,000
ST-Capital Expenditures	\$23,685	\$324,380	\$324,380	\$222,551
<i>Public Works Office Assistant</i>				\$0
<i>Custodian</i>				\$0

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
<i>HR/AP</i>				\$3,467
<i>IT Manager</i>				\$1,119
<i>Application Analyst</i>				\$44,486
<i>Public Works Supervisor - Streets</i>				\$170,512
<i>Item Request</i>				
Expenditures	\$ 2,288,159.49	\$ 2,904,359.00	\$ 2,858,870.88	\$3,012,899
Street - Ending Cash	\$ 2,365,201.17	\$ 2,030,873.17	\$ 1,983,765.91	\$1,529,337
Drug Seizure - Beginning Cash	\$ 43,693.59	\$ 68,890.01	\$ 68,890.01	\$41,295
Investment Interest	\$1,266	\$1,262	\$562	\$120
Confiscated & Forfeited Prop	\$46,400	\$20,000	\$33,962	\$5,000
Revenues	\$ 47,665.33	\$ 21,262.00	\$ 34,524.12	\$5,120
Drug Seizure - Settlement Agmt	\$17,998	\$0	\$0	\$0
Drug Seize - Operating Costs	\$1,059	\$25,000	\$9,008	\$5,000
Drug Seize - Canine Supplies	\$2,824	\$7,500	\$856	\$4,500
Drug Seize - Canine Prof Serv	\$588	\$0	\$2,255	\$3,072
Drug Seize - Misc Exp	\$0	\$0	\$0	\$0
Drug - Capital Outlay	\$0	\$50,000	\$50,000	\$0
Expenditures	\$ 22,468.91	\$ 82,500.00	\$ 62,119.05	\$12,572
Drug Seizure & Forfeiture - Cash	\$ 68,890.01	\$ 7,652.01	\$ 41,295.08	\$33,843
Municipal Arts - Beginning Cash	\$ 20,715.71	\$ 21,168.53	\$ 21,168.53	\$21,343
Investment Interest	\$453	\$500	\$174	\$220
Interfund Transfer In	\$0	\$37,000	\$30,000	\$10,000
Revenues	\$ 452.82	\$ 37,500.00	\$ 30,174.09	\$10,220
Art - Public Art Acquisition	\$0	\$31,669	\$30,000	\$0
<i>Water Tower</i>				\$25,000
Expenditures	\$ -	\$ 31,669.00	\$ 30,000.00	\$25,000
Municipal Arts - Cash	\$ 21,168.53	\$ 26,999.53	\$ 21,342.62	\$6,563
LTGO 2008A - Beginning Cash	\$ -	\$ -	\$ -	\$0
Interfund Transfer In - SD	\$134,800	\$135,500	\$135,500	\$140,400
Interfund Transfer In - REET	\$209,805	\$214,205	\$214,205	\$213,205
Interfund Transfer In	\$0	\$0	\$0	\$0
Revenues	\$ 344,605.00	\$ 349,705.00	\$ 349,705.00	\$353,605
2008 Bond Princp Pymt - GG	\$140,000	\$150,000	\$150,000	\$155,000
2008 Bond Interest Payment	\$69,505	\$63,905	\$63,905	\$57,905
2008 Bond Fees	\$300	\$600	\$600	\$300
2008 Bond Principal - Sewer	\$115,000	\$120,000	\$120,000	\$130,000
2008 Bond Interest Payment	\$19,800	\$15,200	\$15,200	\$10,400
Expenditures	\$ 344,605.00	\$ 349,705.00	\$ 349,705.00	\$353,605
LTGO 2008A Bond - Cash	\$ -	\$ -	\$ -	\$0
2015 LTGO Ref- Beginning Cash	\$ 0.12	\$ 0.12	\$ 0.12	\$0
Interfund Transfer In	\$97,221	\$94,426	\$94,426	\$95,651
Revenues	\$ 97,220.80	\$ 94,426.00	\$ 94,426.00	\$95,651
2015 LTGO 2015 Princ Pmt PD	\$88,000	\$87,000	\$87,000	\$90,000
2015 LTGO Interest Pymt PD	\$9,221	\$7,426	\$7,426	\$5,651
2015 LTGO Bond Fees PD	\$0	\$0	\$0	\$0
Expenditures	\$ 97,220.80	\$ 94,426.00	\$ 94,426.00	\$95,651

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
2015 LTGO Bond (Ref) - Cash	\$ 0.12	\$ 0.12	\$ 0.12	\$0
2019A LTGO PD - Cash	\$ -	\$ -	\$ -	\$0
Interfund Transfer In	\$0	\$433,996	\$433,996	\$464,233
Revenues	\$ -	\$ 433,996.00	\$ 433,996.00	\$464,233
2019A-1 LTGO Princ Pmt PD	\$0	\$0	\$0	\$0
2019A-2 LTGO Princ Pmt PD	\$0	\$170,000	\$170,000	\$185,000
2019A-1 LTGO Interest Pymt PD	\$0	\$225,462	\$225,462	\$240,850
2019A-2 LTGO Interest Pmt PD	\$0	\$38,234	\$38,234	\$37,783
2019A LTGO Bond Fees PD	\$0	\$300	\$300	\$600
Expenditures	\$ -	\$ 433,996.00	\$ 433,996.00	\$464,233
2019A LTGO Bond - PD - Cash	\$ -	\$ -	\$ -	\$0
Cap Proi Traffic - Beginning Cash	\$ 3,387,513.89	\$ 3,351,497.47	\$ 3,351,497.47	\$0
DOT Fed Ind 20.205 LA8543	\$129,708	\$0	\$0	\$0
WSDOT - S Lake Stevens Rd	\$0	\$1,300,000	\$1,298,000	\$0
WSDOT - Village Access Rd	\$420,000	\$0	\$0	\$0
TIB - S. Lake Stevens Path	\$200,000	\$0	\$0	\$0
TIB - 20th St SE Grant	\$0	\$4,176,842	\$50,000	\$3,576,842
Local Trans. Act -Impact Fees	\$1,575	\$2,500	\$117,661	\$50,000
Traffic Mitigation - TIZ 1	\$176,031	\$84,000	\$159,994	\$485,000
Traffic Mitigation - TIZ 2	\$3,500	\$211,288	\$18,000	\$33,600
Traffic Mitigation - TIZ 3	\$959,554	\$512,050	\$936,840	\$1,219,000
Traffic Mitigation - SEPA	\$0	\$0	\$27,440	\$0
Investment Interest	\$81,869	\$90,784	\$32,875	\$35,000
PW Retainage Held	\$27,045	\$370,000	\$370,000	\$100,000
Interfund Transfer In	\$0	\$0	\$0	
Interfund Loan - 20th Street		\$0	\$566,137	
Revenues	\$ 1,999,281.81	\$ 6,747,464.00	\$3,576,948	\$5,499,442
PW Retainage Release	\$7,892	\$370,000	\$370,000	\$100,000
Transfer Out	\$100,785	\$428,483	\$428,483	
Street Op - P&D - 20th St SE	\$184,070	\$225,000	\$225,000	
17005 - 24th & 91st Ext Design	\$188,657	\$218,431	\$225,599	
20th St SE Phase II Construct	\$0	\$5,909,200	\$3,654,410	\$4,209,200
Village Access	\$544,017	\$0	\$0	\$0
17005- 24th St & 91st Ext	\$0	\$350,000	\$350,000	
SEPA Capital Expenditures	\$0	\$0	\$0	
TIZ1 Capital Expenditures	\$0	\$0	\$0	
18004 - S. Lake Stevens Rd	\$1,009,878	\$1,663,385	\$1,674,953	\$0
<i>99th U Turn Channelization</i>				<i>\$10,000</i>
Expenditures	\$ 2,035,298.23	\$ 9,164,499.00	\$ 6,928,445.43	\$4,319,200
Cap Proi-Dev Contrib-Traffic	\$ 3,351,497.47	\$ 934,462.47	\$ 0.01	\$1,180,242
Park Mitigation - Beginning Cash	\$ 1,264,033.05	\$ 704,706.64	\$ 704,706.64	\$840,898
DOC - Cavelero Grant	\$0	\$485,000	\$485,000	\$0
State Commerce Grant	\$160,827	\$980,000	\$980,000	\$0
Snohomish County SCPP Grants	\$9,500	\$0	\$0	\$0
Park Mitigation	\$1,365,087	\$1,019,277	\$1,406,003	\$1,200,000
Investment Interest	\$25,512	\$31,147	\$13,396	\$15,000
Tree Replacement Fee	\$23,100	\$10,000	\$17,150	\$10,000

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
Interfund Transfer In	\$0	\$0	\$0	\$0
Revenues	\$ 1,584,026.30	\$ 2,525,424.00	\$ 2,901,549.32	\$1,225,000
Park Mitigation Funds Exp	\$0	\$0	\$0	
Tree Replacement Expenditures	\$7,611	\$72,786	\$72,786	
PM - Park Acquisition	\$245,919	\$0	\$0	
PM - Frontier Heights Capital	\$39,316	\$152,105	\$152,105	
PM - North Cove Capital	\$248,021	\$1,552,596	\$1,552,596	
PM - Lundeen Park Capital	\$0	\$0	\$0	
PM -20th SE Fields/Poweline TR	\$0	\$87,025	\$87,025	
PM - Eagle Ridge	\$0	\$0	\$0	
PM - Cavelero Park	\$610,966	\$124,034	\$124,034	
PM - War Memorial	\$0	\$47,500	\$47,500	
PM - Festival St	\$0	\$89,000	\$89,000	
Transfer Out	\$1,115,554	\$105,030	\$640,312	
<i>Lundeen Park - Curbing, Pavement etc</i>				\$75,000
<i>Powerline Trail - 20th St SE to 8th St SE</i>				\$250,000
<i>20th Street Ballfields Parking</i>				\$100,000
<i>20th Street Ball Field improvements</i>				\$200,000
<i>Oak Hill Park Shade Structure</i>				\$15,000
<i>Bridge replacement North Cove Park</i>				\$15,000
<i>Davies Beach Dock and Facility Restoration</i>				\$100,000
<i>Sunset Beach Restoration</i>				\$100,000
<i>North Cove Boat Slip</i>				\$50,000
<i>Vehicle Charging Stations</i>				\$30,000
<i>Mill Spur Road (North Cove Phase 3)</i>				\$500,000
Expenditures	\$2,267,387	\$ 2,230,076.00	\$ 2,765,358.00	\$1,435,000
Park Mitigation Fund	\$ 580,672.64	\$ 1,000,054.64	\$ 840,897.96	\$630,898
REET 1 - Beginning Cash	\$ 3,138,376.06	\$ 3,932,841.15	\$ 3,932,841.15	\$4,106,158
REET 1-1st Quarter Percent	\$1,296,551	\$1,100,000	\$1,147,382	\$1,100,000
Investment Interest	\$75,074	\$80,645	\$38,880	\$40,000
Retainage	\$0	\$0	\$884	\$0
Tranfser In	\$0	\$0	\$0	\$0
Revenues	\$ 1,371,624.96	\$ 1,180,645.00	\$ 1,187,145.73	\$1,140,000
Transfer to Police 2015 Debt	\$97,221	\$94,426	\$94,426	\$95,651
transfer to 210 for 2008 bonds	\$209,805	\$214,205	\$214,205	\$213,205
Transfer out for New PD Bond	\$0	\$433,996	\$433,996	\$464,233
800 MHZ Capital Debt Principal	\$19,262	\$20,321	\$20,321	\$21,439
800 MHZ Capital Debt Interest	\$3,356	\$2,297	\$2,297	\$1,179
SW - Decant Facility	\$148,500	\$0	\$0	\$0
Fuel System Construction	\$99,016	\$24,584	\$24,584	\$0
17005 - 24th St SE & 91st Ave	\$0	\$0	\$0	\$0
<i>Stowe Contract - Civic Center</i>		<i>\$224,000</i>	<i>\$224,000</i>	<i>\$0</i>
Expenditures	\$ 577,159.87	\$ 1,013,829.00	\$ 1,013,829.00	\$795,707
Real Estate Excise Tax I	\$ 3,932,841.15	\$ 4,099,657.15	\$ 4,106,157.88	\$4,450,451
REET II - Beginning Cash	\$ 4,408,111.30	\$ 4,412,839.02	\$ 4,412,839.02	\$2,177,005
REET 2- 2nd Quarter Percent	\$1,293,138	\$1,100,000	\$1,127,449	\$1,100,000

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
WSDOT Grant - Trestle/HOV	\$39,337	\$1,782,663	\$1,782,663	\$0
Investment Interest	\$103,448	\$113,951	\$44,670	\$25,000
Retainage	\$0	\$100,000	\$100,000	\$100,000
Property Sale Proceeds	\$0	\$78,764	\$78,764	\$0
Revenues	\$ 1,435,923.29	\$ 3,175,378.00	\$ 3,133,545.72	\$1,225,000
Retainage Release	\$0	\$100,000	\$100,000	\$100,000
Lundeen Park Redevelopment	\$0	\$0	\$0	
Frontier Heights Pk Redevelop	\$0	\$400,000	\$553,235	
Park Redevelopment - Capital	\$74,589	\$35,411	\$35,411	
PWTF 2010 Principal	\$7,605	\$0	\$0	
PWTF 2010 Interest	\$228	\$0	\$0	
17005 - 24th St SE & 91st Ave	\$0	\$1,250,000	\$1,250,000	
79th Ave SE Access Road	\$859,010	\$320,316	\$320,316	
Frontier Village/4th Project	\$106,758	\$9,768	\$9,768	
Trestle/HOV Lane	\$258,971	\$2,411,029	\$2,411,029	
R2 - S. Lake Stevens Road	\$0	\$137,028	\$137,028	
Transfer Out	\$0	\$552,593	\$552,593	\$600,000
Expenditures	\$ 1,307,161.57	\$ 5,216,145.00	\$5,369,380	\$700,000
Real Estate Excise Tax II	\$ 4,536,873.02	\$ 2,372,072.02	\$ 2,177,004.56	\$2,702,005
Downtown - Beginning Cash	\$ 261,625.54	\$ 881.42	\$ 881.42	\$0
State Commerce - DT Grant	\$813,893	\$2,236,108	\$1,952,290	\$0
Investment Interest	\$228	\$0	\$525	\$0
Interfund Loan	\$2,100,201	\$949,799	\$636,148.57	\$0
Transfer In	\$1,216,339	\$1,086,107	\$1,621,389	\$0
<i>Sell 1819 South Lake Stevens Prop</i>				\$2,250,000
Revenues	\$ 4,130,659.76	\$ 4,272,014.00	\$ 4,210,353.22	\$2,250,000
Interfund Loan Repayment	\$813,893	\$2,235,336	\$1,922,456.52	\$0
Transfer out	\$0	\$0	\$0	\$0
Park Design	\$0	\$0	\$0	\$0
North Cove Park Cap-Local	\$1,379,798	\$656,004	\$656,004	\$0
Butler Property Purchase-Grant	\$520,887	\$0	\$0	\$0
Pavillion - Grant Exp	\$1,579,313	\$949,799	\$1,201,018	\$0
Main Street Project - Local	\$97,513	\$431,756	\$431,756	\$0
<i>1819 South Lake Stevens Prop selling costs</i>				\$200,000
<i>Mill Spur</i>				\$ 2,050,000
Expenditures	\$ 4,391,403.88	\$ 4,272,895.00	\$ 4,211,234.26	\$2,250,000
Downtown Redevelopment	\$ 881.42	\$ 0.42	\$ 0.38	\$0
Facility Cap Pri - Beginning Cash	\$ -	\$ 4,298,796.47	\$ 4,298,796.47	\$200,000
Investment Interest	\$18,585	\$30,000	\$30,000	\$0
PW Retainage	\$0	\$143,000	\$143,000	\$0
2019A LTGO Bond Proceeds	\$8,245,000	\$0	\$0	\$0
2019A LTGO Bond Premium	\$861,562	\$0	\$0	\$0
Transfer In	\$0	\$0	\$0	\$0
Revenues	\$ 9,125,147.13	\$ 173,000.00	\$ 173,000.00	\$0
PD Retainage Release	\$0	\$143,000	\$143,000	\$0
2019A LTGO Bond Issuance Fees	\$102,531	\$0	\$0	\$0
Police Dept Project Account	\$4,723,819	\$4,080,212	\$4,080,212	\$0

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
Police Dept Retrofit - Old Fac	\$0	\$200,000	\$0	\$200,000
Transfer out	\$0	\$48,584	\$48,584	\$0
Expenditures	\$ 4,826,350.66	\$ 4,471,796.00	\$ 4,271,796.00	\$200,000
Facility Capital Project Fund	\$ 4,298,796.47	\$ 0.47	\$ 200,000.47	\$0
Sidewalk Cap - Beginning Cash	\$ 846,914.30	\$ 873,349.21	\$ 873,349.21	\$605,448
WA DOT - 91st/4th SRTS Grant	\$466,500	\$0	\$0	\$0
WA TIB - Sidewalk	\$0	\$0	\$0	\$0
Investment Interest	\$17,811	\$19,310	\$7,099	\$5,000
Interfund Transfer In	\$0	\$0		\$0
<i>117th st grant SRTS WA DOT</i>				
Revenues	\$ 484,310.78	\$ 19,310.00	\$ 7,099.22	\$5,000
Safer Routes - 91st/4th St.SE	\$300,746	\$0	\$0	
Sidewalk Cap - 117th Ave NE	\$0	\$175,000	\$175,000	
Sidewalk Construction	\$157,130	\$200,000	\$100,000	\$200,001
<i>South Lake Stevens Road Path Phase II Design</i>				\$100,000
<i>117th st NE Sidewlak</i>				
Expenditures	\$ 457,875.87	\$ 375,000.00	\$ 275,000.00	\$300,001
Sidewalk Capital Project	\$ 873,349.21	\$ 517,659.21	\$ 605,448.43	\$310,447
20th St SE - Beginning Cash	\$ 10,198.12	\$ 783,841.58	\$ 783,841.58	(\$0)
Investment Interest	\$13,942	\$13,702	\$3,760	\$0
Interfund Loan Received	\$0	\$0	\$0	\$0
Sale of Capital Assets	\$828,274	\$0	\$0	\$0
Interfund Transfer In	\$0	\$0	\$0	\$0
Revenues	\$ 842,215.62	\$ 13,702.00	\$ 3,760.23	\$0
Interfund Loan Repayment	\$25,000	\$0	\$0	\$0
20th St SE - Professional Srv	\$43,572	\$797,544	\$787,602	\$0
Expenditures	\$ 68,572.16	\$ 797,544.00	\$ 787,602.00	\$0
20th Street SE Corridor CP	\$ 783,841.58	\$ (0.42)	\$ (0.19)	(\$0)
Sewer - Beginning Cash	\$ 267,870.01	\$ 226,854.18	\$ 226,854.18	\$134,806
Sewer Utility Agreement	\$13,750	\$15,000	\$20,100	\$15,288
Investment Interest	\$7,634	\$9,825	\$2,750	\$2,000
Sewer District Reimbursement	\$1,040,034	\$1,035,700	\$1,035,700	\$1,035,993
InterfundTransfer In	\$0	\$0	\$0	\$0
Revenues	\$ 1,061,417.46	\$ 1,060,525.00	\$ 1,058,550.26	\$1,053,281
SE-Benefits	\$0	\$0	\$55	\$0
SE-Operating Cost	\$0	\$0	\$0	\$0
SE-Professional Service	\$49,598	\$100,000	\$100,000	\$100,000
SE-Storm Drainage	\$12,802	\$14,843	\$14,843	\$15,288
PWTF 2002 - Principal	\$85,691	\$85,692	\$85,692	\$85,692
PWTF 2005 - Principal	\$52,632	\$52,632	\$52,632	\$52,632
PWTF 2006 - Principal	\$409,539	\$409,540	\$409,540	\$409,540
PWTF 2008 - Principal	\$301,734	\$301,735	\$301,735	\$301,735
PWTF 2002 - Interest	\$1,714	\$1,286	\$1,286	\$1,286
PWTF 2005 - Interest	\$7,368	\$6,316	\$6,316	\$5,264
PWTF 2006 - Interest	\$16,382	\$14,334	\$14,334	\$12,287
PWTF 2008 - Interest	\$30,173	\$28,665	\$28,665	\$27,157
SE-Trnf 2008 Debt Serv OM	\$134,800	\$135,500	\$135,500	\$140,400
Expenditures	\$ 1,102,433.32	\$ 1,150,543.00	\$ 1,150,598.04	\$1,151,281
Sewer	\$ 226,854.15	\$ 136,836.18	\$ 134,806.40	\$36,806

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
SWM - Beginning Cash	\$ 934,546.43	\$ 1,661,351.79	\$ 1,661,351.79	\$477,329
DOE - Capacity Grants	\$43,109	\$25,000	\$25,000	\$0
Storm Drainage Charges	\$3,102,265	\$3,158,726	\$3,158,726	\$3,536,000
SnoCo Weed Abate Contrib.	\$10,248	\$20,000	\$20,000	\$20,000
Investment Interest	\$20,041	\$17,762	\$15,076	\$15,000
Sale of Surplus	\$0	\$0	\$0	\$0
Judgements/Settlements	\$0	\$0	\$0	\$0
Miscellaneous Revenues - Storm	\$2,293	\$0	\$360	\$200
Insurance Recoveries	\$0	\$0	\$0	\$0
Interfund Transfer In	\$63,808	\$48,243	\$57,165	\$60,000
Revenues	\$ 3,241,765.08	\$ 3,269,731.00	\$ 3,276,326.71	\$3,631,200
ME - Operating Costs	\$232	\$28,050	\$0	\$0
SW-Salaries	\$780,225	\$1,012,404	\$863,566	\$1,020,416
SW-Overtime	\$30,774	\$20,000	\$28,688	\$30,000
SW-Benefits	\$202,391	\$257,819	\$239,541	\$287,620
SW-Social Security	\$58,773	\$77,179	\$66,104	\$78,062
SW-Retirement	\$98,238	\$127,401	\$111,893	\$133,169
SW-Workers Comp	\$12,363	\$20,241	\$18,295	\$19,771
SW Clothing-Boot Allowance	\$3,304	\$8,196	\$7,083	\$5,000
SW-Clothing	\$6,863	\$5,000	\$5,000	\$5,000
SW-Office Supplies	\$1,754	\$2,000	\$1,272	\$4,000
SW-Operating Costs	\$197,572	\$198,470	\$198,470	\$198,470
SW-Fuel	\$32,962	\$24,647	\$25,279	\$27,693
SW-Small Tools	\$7,851	\$10,000	\$0	\$0
SW-Professional Services	\$22,350	\$26,500	\$37,481	\$45,000
SW-Milfoil Treatment	\$24,907	\$45,000	\$69,106	\$80,000
SW-Street Cleaning	\$19,324	\$30,000	\$30,000	\$30,000
SW-Software Maint & Support	\$2,752	\$0	\$0	\$0
SW-Advertising	\$463	\$1,000	\$0	\$0
SW-Billing Fees	\$42,979	\$45,000	\$34,013	\$33,200
SW-DOE Annual Permit	\$26,604	\$30,000	\$42,431	\$40,000
SW-Communications	\$7,232	\$5,233	\$7,830	\$7,700
SW-Travel & Meetings	\$1,011	\$1,077	\$204	\$1,077
SW-Excise Taxes	\$45,561	\$45,000	\$38,329	\$49,000
SW-Dumpster Service	\$16,300	\$6,526	\$6,259	\$5,400
SW-Rentals-Leases	\$33,697	\$5,000	\$2,093	\$5,000
SW-Insurance	\$46,378	\$56,133	\$56,133	\$63,056
SW-Utilities	\$4,334	\$5,070	\$4,975	\$5,600
SW-Drainage	\$5,683	\$3,449	\$3,449	\$3,552
SW-Repairs & Maintenance	\$61,671	\$15,000	\$15,000	\$15,000
SW-Miscellaneous	\$235	\$300	\$38	\$300
SW-Staff Development	\$3,277	\$7,800	\$3,383	\$7,800
SW - Alum Treatment	\$65,566	\$77,508	\$77,508	\$77,500
SW-SnoCo Lake O & M	\$0	\$0	\$0	\$0
SW-SnoCo Lake Monitoring	\$11,683	\$12,725	\$13,072	\$13,000
SW - Contrib to PW Equip	\$160,000	\$80,000	\$80,000	\$80,000
SW - Contrib to Unemployment	\$0	\$0	\$0	\$0

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
SW - Contrib to Computer	\$36,000	\$24,000	\$24,000	\$36,300
SW - Contrib to Aerator Equpt	\$16,074	\$0	\$0	\$0
DOE - Capacity Exp 17-19	\$50,705	\$25,000	\$25,000	\$25,000
SW-Diking District Contrib	\$0	\$30,000	\$30,000	\$30,000
SWM - Refunds	\$0	\$0	\$0	\$0
SW-Parkway Crossing Det Pond	\$10,700	\$10,700	\$10,700	\$10,700
SW - Capital Expenditure	\$56,309	\$47,487	\$47,487	\$0
SW-Storm Drainage - Cap Proj	\$0	\$0	\$0	\$0
SW-Lundeen Creek Restor	\$0	\$0	\$0	\$0
SW- Transfer to SWM Capital	\$248,500	\$2,131,486	\$2,101,486	\$1,000,000
SW - Transfer to SWM Debt	\$61,365	\$135,182	\$135,182	\$223,918
<i>Public Works Office Assistant</i>				\$0
<i>Custodian</i>				\$0
<i>Position Requests (HR/AP/IT)</i>				\$48,890
<i>Item Request</i>				
Expenditures	\$ 2,514,959.72	\$ 4,693,583.00	\$ 4,460,349.71	\$3,746,194
Storm & Surface Water	\$ 1,661,351.79	\$ 237,499.79	\$ 477,328.80	\$362,335
SWM Capital - Beginning Cash	\$ -	\$ 123,521.70	\$ 123,521.70	\$1,156,782
Investment Interest	\$0	\$0	\$590	\$600
2019 LTGO Bond Proceeds	\$600,000	\$0	\$0	\$0
2020 LOCAL Bond Proceeds	\$0	\$440,022	\$440,022	\$0
2020 LOCAL Bond Premium	\$0	\$60,978	\$60,978	\$0
Transfer In	\$248,500	\$2,131,486	\$2,101,486	\$1,000,000
<i>Sewer Decant payments 50%</i>			\$1,065,144	
Revenues	\$ 848,500.00	\$ 2,632,486.00	\$3,668,220	\$1,000,600
2019 LTGO Bond Issuance Costs	\$9,300	\$0	\$0	\$0
2020 LOCAL Bond Issuance Costs	\$0	\$1,001	\$1,001	\$0
Decant Facility Project	\$715,678	\$1,414,610	\$1,414,610	\$0
SWC - PW Shop Remodel	\$0	\$364,242	\$364,242	\$ 222,551.00
SWC - Capital Purchases	\$0	\$536,616	\$536,616	\$0
Capital Drainage Projects	\$0	\$0	\$0	\$642,138
Callow Road Drainage	\$0	\$138,490	\$138,490	\$0
Catherine Creek/36th St Bridge	\$0	\$150,000	\$150,000	\$250,000
117th Pl/114th Drainage	\$0	\$30,000	\$30,000	\$0
Vactor Lease Principal	\$0	\$0	\$0	\$0
Vactor - Lease Interest	\$0	\$0	\$0	\$0
<i>Wier Replacement Design/Scope</i>				\$500,000
<i>Catherine Creek/36th St Bridge</i>				
<i>F-550 Service truck</i>				\$80,000
Expenditures	\$ 724,978.30	\$ 2,634,959.00	\$ 2,634,959.00	\$1,694,689
Storm Water Capital	\$ 123,521.70	\$ 121,048.70	\$ 1,156,782.43	\$462,693
SWM Debt - Beginning Cash	\$ -	\$ -	\$ -	\$0
Interfund Transfer In	\$61,365	\$135,182	\$135,182	\$223,918
Revenues	\$ 61,364.99	\$ 135,182.00	\$ 135,182.00	\$223,918
2019 LTGO Bond - Principal	\$53,000	\$113,000	\$113,000	\$118,000

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
LP_2020B - Principal	\$0	\$0	\$0	\$76,140
2019 LTGO Bond - Interest	\$8,365	\$12,404	\$12,404	\$9,680
LP_2020B Interest	\$0	\$9,778	\$9,778	\$20,098
Expenditures	\$ 61,364.99	\$ 135,182.00	\$ 135,182.00	\$223,918
Storm Water Debt Service	\$ -	\$ -	\$ -	\$0
Unemployment Cash	\$ 66,167.46	\$ 52,599.47	\$ 52,599.47	\$37,663
Contributions From Other Funds	\$0	\$0	\$0	\$0
Investment Interest	\$1,327	\$1,542	\$407	\$300
Revenues	\$ 1,327.18	\$ 1,542.00	\$ 407.08	\$300
Payment to Claimants	\$14,895	\$40,000	\$15,344	\$15,001
Expenditures	\$ 14,895.17	\$ 40,000.00	\$ 15,344.00	\$15,001
Unemployment	\$ 52,599.47	\$ 14,141.47	\$ 37,662.55	\$22,962
Computer Cap - Beginning Cash	\$ 161,890.41	\$ 165,955.43	\$ 165,955.43	\$178,061
Technology Fee	\$47,798	\$48,514	\$43,567	\$43,567
Information Srv - Shared Exp	\$0	\$0	\$0	\$0
Contributions From Other Funds	\$221,921	\$278,080	\$278,080	\$330,000
Investment Interest	\$2,993	\$2,872	\$1,440	\$1,500
Misc Revenues	\$0	\$0	\$0	\$0
Revenues	\$ 272,711.41	\$ 329,466.00	\$ 323,086.51	\$375,067
Transfer Out	\$49,000	\$0		
Purchase Computer Equipment	\$6,998	\$12,000	\$26,648	\$26,236
LR - SiteImprove Website Optim	\$0	\$0	\$0	\$0
LR - Quest Kace Patch Mgmt	\$3,235	\$4,000	\$0	\$1,000
LR - Adobe Pro	\$8,852	\$9,684	\$9,884	\$10,650
LR - WaveBroadband Fiber Lease	\$24,602	\$29,184	\$29,184	\$36,705
LR - Smarsh	\$7,926	\$7,872	\$7,872	\$7,872
LR - Laserfiche	\$26,019	\$18,033	\$18,033	\$18,033
LR - Civic Plus Website	\$5,229	\$5,901	\$5,314	\$5,901
LR - TrendMicro Antivirus	\$2,326	\$4,200	\$2,103	\$4,200
LR - Social Media Archive	\$2,446	\$2,483	\$2,388	\$2,388
LR - Meraki Cloud Mgmt	\$0	\$624	\$443	\$0
LR - MeetMeRoom SnoCo	\$0	\$624	\$0	\$0
LR - Datacenter Rack Spc SnoCo	\$5,400	\$5,512	\$5,512	\$5,200
LR - Firewall Security Subscri	\$3,251	\$3,800	\$3,800	\$3,800
LR - Barracuda Email Archive	\$6,829	\$7,000	\$7,210	\$7,425
LR - Quest Backup Solution	\$2,361	\$3,120	\$2,543	\$3,120
LR - GoDaddy SSL - 3 yr	\$373	\$400	\$393	\$600
LR - .GOV Domain	\$400	\$416	\$400	\$436
LR - Microsoft Enterprise Agmt	\$47,161	\$48,000	\$54,537	\$54,537
LR - NextRequest - PRR	\$0	\$0	\$0	\$9,700
LR - Log360 SIEM	\$6,237	\$6,237	\$2,294	\$2,500
LR - Bomgar Cloud Remote Admin	\$2,375	\$2,375	\$2,493	\$2,500
LR - KnowBe4 Cyber Security Tr	\$1,823	\$2,000	\$1,684	\$2,000
LR - Springbrook	\$18,734	\$21,000	\$20,272	\$21,000
LR - NEOGOV	\$10,842	\$11,400	\$11,384	\$11,400

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
LR - ESRI - ArcGIS	\$1,308	\$6,400	\$1,308	\$6,400
LR - Permit Trax	\$5,450	\$10,000	\$10,900	\$10,900
LR - Vue Works	\$6,400	\$11,000	\$6,400	\$11,000
LR - NovaTime	\$0	\$14,000	\$14,000	\$14,000
LR - AutoDesk Civil 3D	\$4,709	\$4,800	\$0	\$5,000
LR - Dell Hardware Support	\$6,548	\$6,700	\$6,700	\$0
LR - Fortivoice	\$0	\$500	\$921	\$1,050
LR - DUO 2 Factor	\$0	\$2,100	\$2,100	\$2,750
<i>LR - CI.Security (MDR)</i>				\$21,344
<i>LR - Genetec VMS</i>				\$1,225
<i>LR - Smartsheet</i>				\$15,300
<i>LR - ClearGov</i>				\$4,400
Miscellaneous Refunds Only	\$0	\$0	\$24	\$0
Capital - Purch Computer Equip	\$1,812	\$130,827	\$54,235	\$76,592
<i>Capital Requests</i>				\$35,500
Expenditures	\$ 268,646.39	\$ 392,192.00	\$ 310,980.51	\$442,664
Capital Equip - Computer	\$ 165,955.43	\$ 103,229.43	\$ 178,061.43	\$110,464
Comm Dev - Vehicle - Cash	\$ 20,315.27	\$ 30,832.95	\$ 30,832.95	\$41,146
Contributions From Other Funds	\$10,000	\$10,000	\$10,000	\$15,000
Investment Interest	\$518	\$536	\$313	\$350
Sale of Capital Assets	\$0	\$0	\$0	\$0
Insurance Recoveries - Capital	\$0	\$0	\$0	\$0
Revenues	\$ 10,517.68	\$ 10,536.00	\$ 10,313.44	\$15,350
Vehicle Purch - Building Dept	\$0	\$0	\$0	\$1
Expenditures	\$ -	\$ -	\$ -	\$1
Capital Equip - Vehicle Replac	\$ 30,832.95	\$ 41,368.95	\$ 41,146.39	\$56,495
Police Equip - Beginning Cash	\$ 237,070.38	\$ 273,638.68	\$ 273,638.68	\$315,853
LE Contribution - Vehicles	\$218,000	\$200,000	\$200,000	\$218,000
LE Contributions - Boat	\$0	\$8,000	\$8,000	\$8,000
LE Contributions - Taser	\$0	\$20,890	\$20,890	\$21,300
Investment Interest	\$3,681	\$3,398	\$2,125	\$2,000
Sale of Capital Assets	\$9,851	\$0	\$22,131	\$0
Insurance Recoveries - Capital	\$2,736	\$0	\$0	\$0
Revenues	\$ 234,267.23	\$ 232,288.00	\$ 253,146.42	\$249,300
Vehicles - Capital Equip	\$197,699	\$210,000	\$210,933	\$218,000
Boat - Capital Equip		\$0	\$0	\$0
Taser - Capital Equip		\$0	\$0	\$0
Expenditures	\$ 197,698.93	\$ 210,000.00	\$210,933	\$218,000
Capital Equip - Police	\$ 273,638.68	\$ 295,926.68	\$ 315,852.55	\$347,153
PW Equip - Beginning Cash	\$ 785,692.76	\$ 1,028,686.91	\$ 1,028,686.91	\$837,162
Contributions From Other Funds	\$400,000	\$200,000	\$200,000	\$200,000

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
Investment Interest	\$17,135	\$17,751	\$6,421	\$5,000
Sale of Surplus	\$0	\$0	\$210	\$0
Sale of Capital Equipment	\$0	\$0	\$0	\$0
Revenues	\$ 417,134.75	\$ 217,751.00	\$ 206,631.04	\$205,000
Purchase Of Capital Equipment	\$123,031	\$447,000	\$347,000	\$100,000
Sales Tax on Capital Lease	\$4,177	\$4,500	\$4,224	\$4,500
Capital Lease Principal	\$44,092	\$45,433	\$45,433	\$46,000
Capital Lease Interest	\$2,840	\$1,499	\$1,499	\$1,500
<i>Work Truck - F150</i>				\$40,000
<i>Work Truck - F151</i>				\$40,000
Expenditures	\$ 174,140.60	\$ 498,432.00	\$ 398,156.11	\$232,000
Capital Equip - PW	\$ 1,028,686.91	\$ 748,005.91	\$ 837,161.84	\$810,162
Lake Maint - Beginning Cash	\$ 111,766.84	\$ 102,224.76	\$ 102,224.76	\$65,066
SnoCo Aerator Contrib	\$1,926	\$0	\$0	\$0
Contribution from Other Funds	\$16,074	\$0	\$0	\$0
Investment Interest	\$2,758	\$2,000	\$841	\$200
Revenues	\$ 20,757.92	\$ 2,000.00	\$ 840.91	\$200
Transfer Out	\$0	\$0	\$0	\$0
Lake Maintenance Expenditures	\$30,300	\$38,000	\$38,000	\$38,000
Expenditures	\$ 30,300.00	\$ 38,000.00	\$ 38,000.00	\$38,000
Lake Maintenance - Aerator	\$ 102,224.76	\$ 66,224.76	\$ 65,065.67	\$27,266
Treasurer's Trust - Cash	\$ 2,296.11	\$ 17,237.76	\$ 17,237.76	\$0
District Court	\$253,398	\$397,804	\$239,412	\$300,000
Gun Permit Fees	\$12,789	\$17,000	\$8,160	\$10,000
St. Bldg Permit Fee Non-Rev	\$7,553	\$4,000	\$7,487	\$10,000
Leasehold Excise Tax Receipts	\$3,745	\$3,000	\$13,723	\$15,000
Seizure & Forfeit - State REV	\$3,131	\$10,000	\$10,000	\$10,000
Violations Bureau - State REV	\$0	\$0	\$0	\$0
Mandatory Ins.-Admin Cost Cnty	\$0	\$0	\$0	\$0
Fire District Fees	\$13,845	\$20,000	\$36,303	\$40,000
Interfund Transfer In	\$0	\$0	\$0	\$0
Revenues	\$ 294,461.40	\$ 451,804.00	\$ 315,084.90	\$385,000
Seizure & Forfeit State REMIT	\$3,272	\$10,000	\$10,000	\$10,000
Leasehold Excise Tax Remit	\$731	\$3,000	\$13,723	\$15,000
Fire District Fee Remit	\$15,080	\$20,000	\$32,277	\$40,000
State Building Permit Remit	\$6,752	\$4,000	\$7,487	\$10,000
State Court Remittance	\$236,956	\$414,400	\$256,692	\$296,000
Gun Permit - State Remittance	\$9,326	\$10,000	\$6,560	\$8,000
Crime Victims Compensation	\$3,488	\$3,642	\$3,984	\$4,000
Gun Permit - WSP Remittance	\$3,915	\$4,000	\$1,600	\$2,000
Expenditures	\$ 279,519.75	\$ 469,042.00	\$ 332,322.59	\$385,000
Treasurer's Trust	\$ 17,237.76	\$ (0.24)	\$ 0.07	\$0

Description	2019 Actuals	2020 Budget	2020 Estimated Ending	2021 Proposed Budget
Revenue Total	\$ 47,409,588	\$ 49,662,664	\$ 47,901,317	\$ 38,225,184
Expenditure Total	\$ 40,334,708	\$ 61,357,627	\$ 57,430,494	\$ 39,590,192
Ending Fund Balance	\$ 35,326,866	\$ 23,352,599	\$ 25,518,386	\$ 24,153,377



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: November 10, 2020

Subject: Multifamily Housing Tax Exemption Program Regulations and Ordinance 1103

Contact

Person/Department: Sabrina Harris, Associate Planner **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

- **Adopt Multifamily House Tax Exemption Target Areas.**
 - **Approve Ordinance 1103 establishing a City MFTE program.**
-

Background

A city-initiated code amendment to adopt a multi-family housing tax exemption (MFTE) program, through Chapter 84.14 RCW. The MFTE program 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 briefed Planning Commission and City Council twice to gather input related to the required target areas and perspectives on the potential city requirements for this amendment. Planning Commission and City Council supported the adoption of both the 8-year exemption and 12-year exemption program as well as inclusion of a minimum unit creation in the code amendment. The entirety of the code amendment will be within Title 3 to provide a more consolidated and user-friendly code. This amendment does not require a hearing with the Planning Commission. At its final briefing the Planning Commission provided no additional feedback on the draft code amendment.

City Council adopted a resolution on October 27, 2020 to adopt the target areas proposed through this code amendment and set forth this public hearing. The Code amendment of Chapter 3.27 LSMC, in compliance with RCW 84.14, provides a framework for an application process, requirements for demolition of existing structures, eligibility criteria, and reporting requirements. The amendment includes 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.

FINDINGS AND CONCLUSIONS:

1. Compliance with elements of the Comprehensive Plan

- Land Use Element Policy 2.1.1 – Accommodate a variety of land uses to support population and employment growth, consistent with the city’s responsibilities under the Growth Management Act, Regional Growth Strategy and Countywide Planning Policies.
- Land Use Element Goal 2.2 – Achieve a well-balanced and well-organized combination of residential, commercial, industrial, open space, recreation and public uses.
- Land Use Element Policy 2.3.3 – Encourage infill development on suitable parcels and redevelopment of underutilized parcels. Ensure the height, bulk and design of infill and redevelopment projects are compatible with their surroundings.
- Land Use Element Policy 2.3.4 – Maintain development regulations to promote compatibility between uses; retain desired neighborhood character; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public facilities and services.
- Land Use Element Goal 2.14 – Design and build a healthy community to improve the quality of life for all people who live, work, learn, and play within the city.
- Housing Element Goal 3.1 – Provide fair and equal access to a range of housing types and choices to meet the existing and project housing needs of all Lake Stevens residents regardless of income level or demographic status.
- Housing Element Goal 3.5 – Provide a balanced development pattern, which promotes pedestrian activities, a sense of community and safety.
- Economic Elements Policy 6.8.3 – Foster appropriate and targeted economic growth in distressed areas to create economic opportunity for residents of these areas.

Conclusions – The proposed code amendments are consistent with Comprehensive Plan goals as they relate to the diverse zoning opportunities, process and regulation.

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

- A categorical exemption for the MFTE code amendment was filed on November 4, 2020.

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

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

- The city requested expedited review from the Department of Commerce on September 30, 2020.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

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

4. Public Notice and Comments

- The city published a notice of public hearing in the Everett Herald twice per Chapter 14.16B LSMC.
- No written comments have been received.

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

ATTACHED:

5. Ordinance 1103
6. Target Area Maps
 1. Soper Hill
 2. Lundeen
 3. Downtown
 4. Lake Stevens Center
 5. 20th Street Corridor
7. Resolution 2020-23

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1103

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON ENCOURAGING THE DEVELOPMENT OF MULTIFAMILY HOUSING BY THE ESTABLISHMENT OF A MULTIFAMILY TAX EXEMPTION; PROVIDING FINDINGS FOR COMPLIANCE WITH LEGAL REQUIREMENTS FOR THE ENACTMENT OF DEVELOPMENT REGULATIONS; ENACTING NEW CHAPTER 3.27 TO THE LAKE STEVENS MUNICIPAL CODE IDENTIFYING THE DESIGNATED TARGET AREAS AND ESTABLISHING CRITERIA AND PROCEDURES FOR PROPERTY TAX EXEMPTIONS AND A MULTIFAMILY HOUSING TAX EXEMPTION PROGRAM; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, Washington State has adopted RCW 84.14 which provides exemption from ad valorem property taxation for qualifying multi-family housing located in target areas within mixed-use centers and authorizes the City to adopt necessary procedures to implement the State Legislation; and

WHEREAS, on November 5, 2020, filed a SEPA Categorical Exemption for the proposed amendments; and

WHEREAS, on September 30, 2020, the city submitted the proposal to the Department of Commerce for review of the proposed code amendments (Submittal ID 2020-S-1867). No comments were received; and

WHEREAS, on October 27, 2020, the City Council passed Resolution 2020-23 to adopt the proposed target areas (**Exhibit A**); and

WHEREAS, on November 10, 2020, the City held a duly noticed public hearing with the City Council to review the proposed code updates and amendments; and

WHEREAS, the City Council has determined that it is in the public interest and in furtherance of the public health and welfare to adopt the proposed code amendment, as set forth below and in attached **Exhibit B**.

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

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

- A. This ordinance amending the City's municipal code was sent to the Washington State Department of Commerce for expedited review on September 30, 2020 as required by the Growth Management Act; no comments were received.
- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.

- C. As required by LSMC 14.16C.075(f), the adoption and amendment of codes are consistent with the Comprehensive Plan, comply with the Growth Management Act and advance the public health, safety and welfare.

SECTION 2. New Chapter 3.27 LSMC as set forth in **Exhibit B, which exhibit is incorporated herein by this reference, is hereby approved and enacted.**

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Effective Date and Publication. The summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect five (5) days after the date of passage and publication.

PASSED by the City Council of the City of Lake Stevens this 10th Day of November 2020.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

By: _____
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: November 10, 2020

Published: _____

Effective Date: _____

Exhibit A:

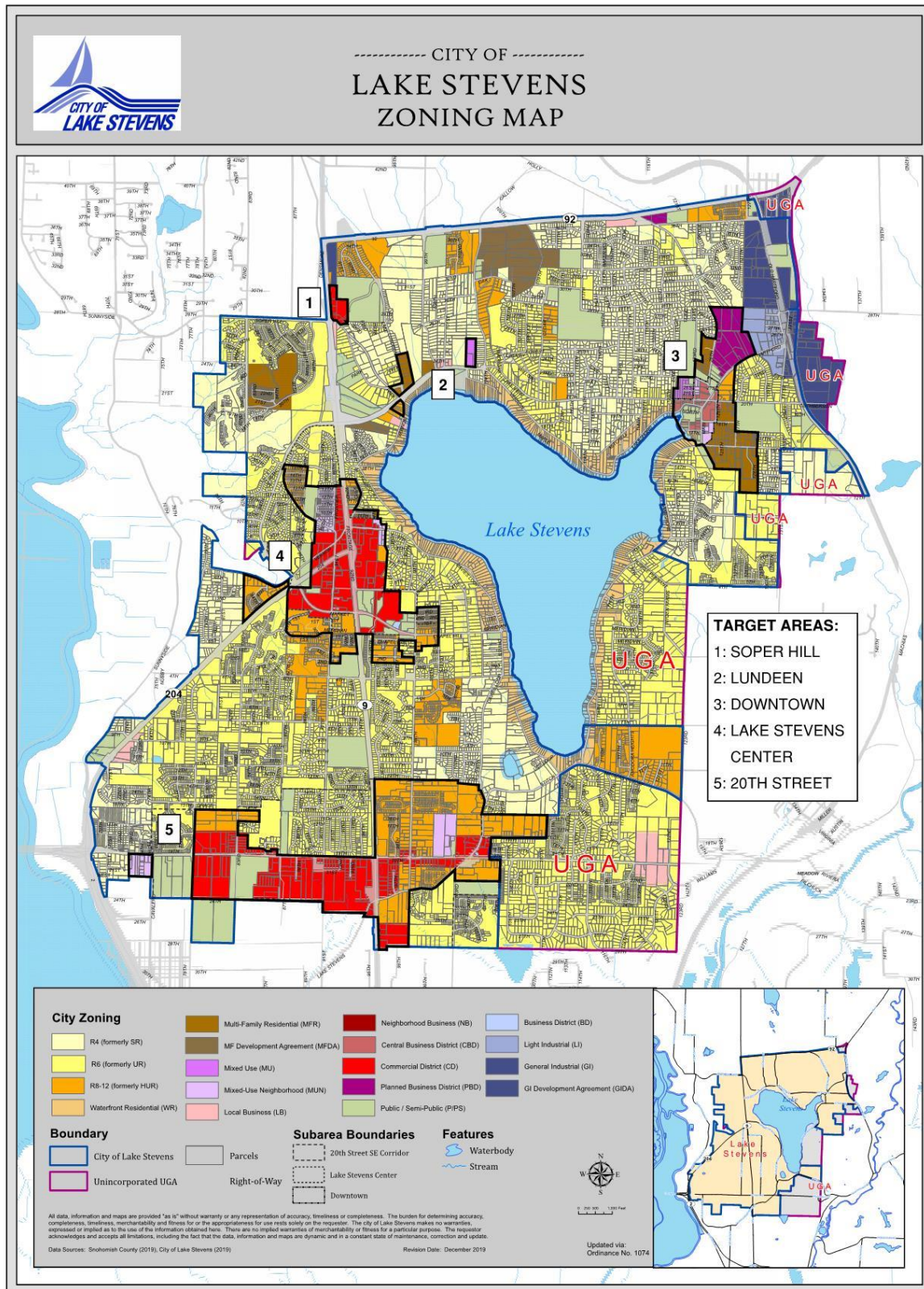


Exhibit B:

**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 150 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) 20th 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 12 consecutive months or more, in which case the existing residential units must be brought up to current code standards to be eligible.

- c) *Permanent residential housing.* At least 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) shall provide 20 percent of the multifamily housing as affordable housing units.
 - 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) *Contract.* 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 apply with the Department of Planning and Community Development, on a form provided by the department along with required application fees.
- b) The Director of Planning and Community Development (Director) or designee is responsible for the administration of the multifamily property tax exemption program.
- c) A complete application shall contain such information as the 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 of vacant properties as defined in LSMC 3.27.050(b), the applicant shall submit an affidavit that existing dwelling units have been unoccupied for a period of 12 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 Director or designee 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 90 days of receipt of a complete application. An application may be approved subject to such terms and conditions as deemed appropriate by the Director to ensure the project meets the land use regulations of the city.

- a) Approval. If an application is approved by the Director or designee, 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 Director or designee. Once the contract is fully executed, the 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 Snohomish County Assessor within 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 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 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 Director or designee 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 30 days of notification by the city to the applicant the application is denied. The appeal will be based upon the record made before the Director with the burden of proof on the applicant to show that there is no substantial evidence on the record to support the 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 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 30 days of receipt of all materials required for a final certificate, the 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 30 days of receipt of all materials required for an application for final certificate, the Director or designee shall determine whether a final certificate should be issued. The Director's 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 Snohomish County Assessor within 10 days of the expiration of the 30-day period provided in this section.
- b) Denial. The Director or designee shall notify the applicant in writing within 10 days of the expiration of the 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 cannot verify the value of improvements allocated to the exempt portion of the rehabilitation improvements, new construction and multi-use new construction.
- c) Within 30 days of notification to the owner of the 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 30 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 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 comply 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 complies with the affordable housing requirements of this chapter.
- b) City staff shall 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 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 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 Director and the Snohomish County Assessor within 60 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 Director or designee 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 30 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 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 proof shall be on the appellant. The decision of the Hearing 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 30 days of notification to the appellant of that decision.

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 27th day of October 2020.

ATTEST:


Kelly Chelm, City Clerk


Brett Gailey, Mayor

APPROVED AS TO FORM:


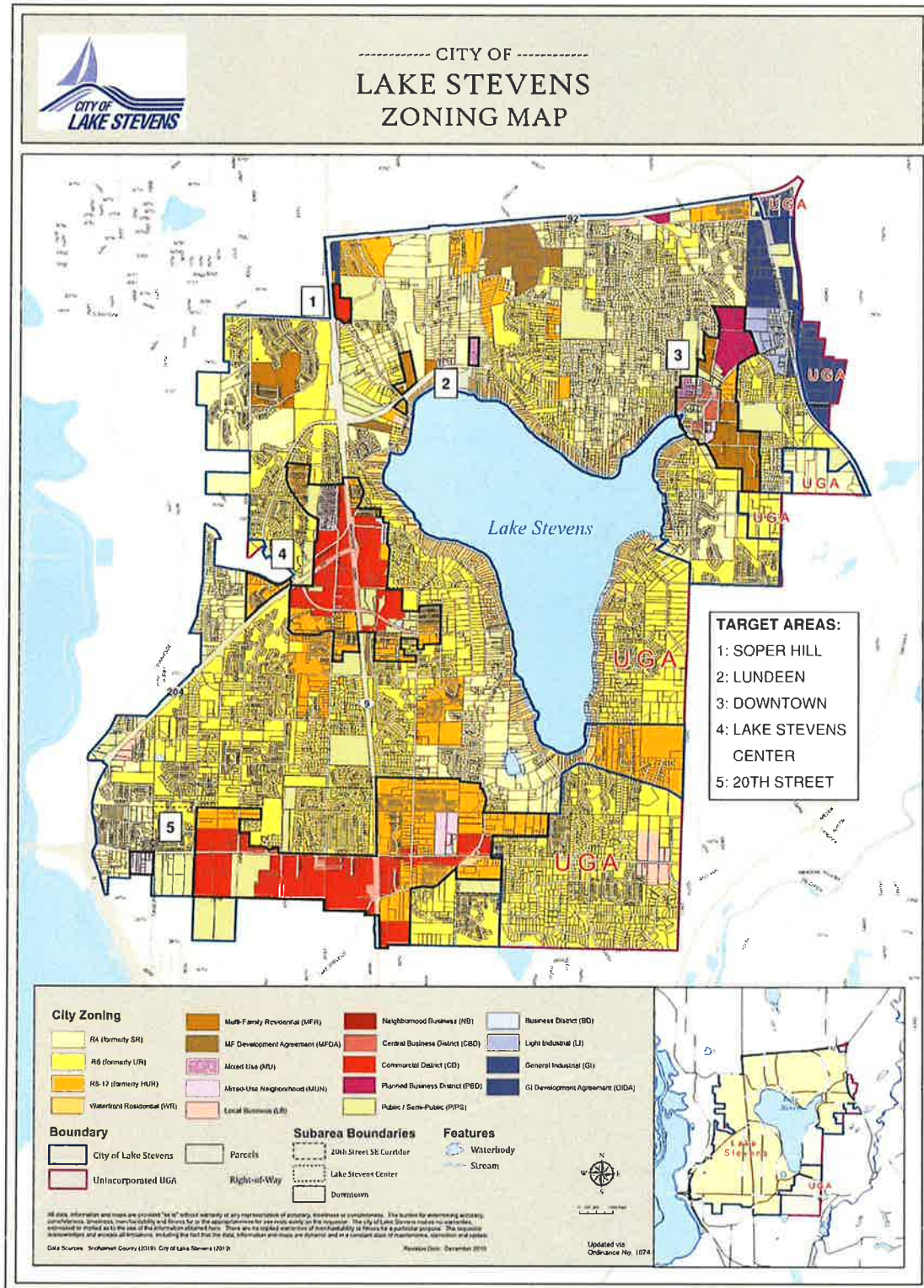

Greg Rubstelo, City Attorney

Exhibit 1:





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda November 10, 2020
Date: _____

Subject: Ordinance 1104 Amending Lake Stevens Municipal Code Sections 2.08.020 and 2.08.030
Concerning the Start Time for Regularly Scheduled City Council Meetings

Contact

Person/Department: Kelly Chelin, City Clerk **Budget Impact:** n/a

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve, modify or deny the proposed Ordinance 1104 Concerning the Start Time for Regularly Scheduled City Council Meetings

SUMMARY/BACKGROUND:

At the retreat held on September 25, 2020, the Council discussed an earlier start time for regularly scheduled City Council meetings due to lengthy meetings that have been going past 9:00 p.m. The Council and staff discussed that it would be in the best interest of the public, City administration and City Council to amend the start time. The Council discussed a start time of either 6:00 p.m. or 6:30 p.m. rather than 7:00 p.m. After the retreat, staff prepared a survey and placed a link on the City's website in order for citizens to vote on their preferred start time.

The City received 57 responses. Approximately 5 more people preferred 6:30 p.m.

An ordinance has been prepared for the Council's consideration amending the start time of Council meetings to 6:00 p.m.

ATTACHMENTS: Draft Ordinance 1104

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

ORDINANCE NO. 1104

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON AMENDING LAKE STEVENS MUNICIPAL CODE (LSMC) CHAPTER 2.08 BY AMENDING SECTIONS 2.08.020 AND 2.08.030 CONCERNING THE START TIME FOR REGULARLY SCHEDULED CITY COUNCIL MEETINGS; PROVIDING FOR SEVERABILITY, SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has determined it in the public interest and in the benefit and convenience of the public, city administration and the City Council to amend the start time for regularly scheduled city council meetings from 7:00 pm to 6:00 pm, now, therefore,

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

Section 1. Lake Stevens Municipal Code Chapter 2.08 “CITY COUNCIL” and sections 2.08.020 and 2.08.030 are hereby amended to read as follows (additions shown in underline):

2.08.020 Regular Meetings - Time and Place.

The City Council of the City of Lake Stevens shall hold its regular City Council meetings on the second and fourth Tuesday of any month, commencing at 76:00 p.m., with the exception that in the month of July of each year the Council will hold one meeting on the second Tuesday, commencing at 76:00 p.m., and in the month of August of each year the Council will hold one meeting on the fourth Tuesday, commencing at 76:00 p.m. In the event the second and fourth Tuesday of any month shall fall on a legal holiday, the meeting shall then be held on the next day thereafter at 76:00 p.m., unless otherwise provided for by resolution, ordinance, or the laws of the State of Washington. The regular meetings of the City Council shall be held at the Mill, 1808 Main Street, located within the corporate limits of the City of Lake Stevens, unless otherwise publicly announced.

2.08.030 Workshop Meetings - Time and Place.

The City Council of the City of Lake Stevens may also hold a workshop meeting on the first and third Tuesday, or any other day of any month, commencing at 76:00 p.m., unless otherwise publicly announced. Workshop meetings shall be held for the purpose of information study, review and general discussion. No official action is taken at any workshop meeting, unless the requirements of Chapter 42.30 RCW have been met, including the requirement of public notice for special meetings. Workshop meetings of the City Council shall be held at the Mill, 1808 Main Street, located within the corporate limits of the City of Lake Stevens, unless otherwise publicly announced.

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 10th day of November 2020.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

First and Final Reading: November 10, 2020

Published: _____

Effective Date: _____

Greg Rubstello, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda November 10, 2020
Date: _____

Subject: Professional Services Agreement – Lake Stevens Outlet to Catherine Creek Flood Mitigation and Habitat Improvements Design Contract - Davido Consulting Group, Inc.

Contact	Budget
Person/Department: Aaron Halverson, Public Works	Impact: \$497,431

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign a Professional Services Agreement with Davido Consulting Group, Inc. (DCG) for engineering, watershed modeling, planning and surveying to prepare construction plans for a new Lake Stevens lake outlet facility, lake outlet stream channel rehabilitation and Hartford Drive flood reduction improvements.

SUMMARY/BACKGROUND: The 2020 Lake Stevens Outlet Study identified several alternatives to improve Lake Stevens lake level management and lake outlet stream flow regime to address lake level challenges, downstream flooding, habitat deficiencies and to improve stream health. The DCG, Inc. scope of work includes the top priority alternatives from the lake outlet and outlet channel to Catherine Creek:

- Task 1: Lake Outlet Facility and Stream Rehabilitation, including Catherine Creek stream modeling and survey
- Task 2: Hartford Drive Flood Mitigation

DCG, Inc. was selected through a qualifications-based evaluation. DCG, Inc. is well-suited to perform the work quickly and efficiently given their experience leading the Lake Stevens Lake Outlet study completed this year. The attached scope of work and fee proposal (Exhibit A to PSA) include design of the elements listed above along with two public meetings, stream channel study and modeling including evaluating the interaction of the lake outlet stream and Catherine Creek, grant application assistance and permitting support.

APPLICABLE CITY POLICIES: The 2021 Proposed Budget includes \$500K for this design effort.

BUDGET IMPACT: \$497,431

ATTACHMENTS:

- Exhibit A: Professional Services Agreement with Scope of Work and Fee Proposal (DCG, Inc.)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND DAVIDO CONSULTING GROUP, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Davido Consulting Group, a Washington Corporation, ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Short General Description of Services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

Exhibit A

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight, December 31, 2022. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

 X No employees supplying work have ever been retired from a Washington state retirement system.

 Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the

Exhibit A

Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Exhibit A

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

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

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current

Exhibit A

A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

k. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination

Exhibit A

provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided

Exhibit A
to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit __A__: Watershed Group, AltaTerra, CCS, Lanktree Land Surveying, Waterfall Engineering, Enviroissues, Equinox

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$497,431 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally

Exhibit A

accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City and Consultant shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

David Consulting Group, Inc.
Attn: Erik David
9706 4th Ave NE, Suite 300
Seattle, WA 98258

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

Exhibit A

V.5 SEVERABILITY.

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

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS AND SIGANTURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 201__.

CITY OF LAKE STEVENS

DAVIDO CONSULTING GROUP, INC.

By: _____
Brett Gailey, Mayor

By: _____

Printed Name and Title

Approved as to Form:

Exhibit A

By: _____
Greg Rubstello, City Attorney

Exhibit A

Exhibit A
Scope of Services

Background

The 2020 Lake Stevens Outlet Study identified several alternatives to improve Lake Stevens lake level management, improve the lake outlet stream flow for fish and flooding benefits, and other downstream flood mitigation and habitat improvement projects. This scope of work includes several of priority alternatives from the lake outlet and outlet channel to Catherine Creek:

- Task 1: Lake Outlet Facility and Stream Rehabilitation
- Task 2: Hartford Drive

The tasks and which of the Outlet Study alternatives are included in each task are described below in more detail.

Task 1 – Lake Outlet Facility and Stream Restoration

This task includes the following alternatives from the Outlet Study:

- 1A – Replace Lake Outlet Control
- 1E – Lake Outlet Stream Improvements
- 5F – Lake Outlet to Catherine Creek Confluence Analysis

The existing Lake Stevens outlet control facility is a basic weir board system that is failing and impacting the adjacent roadway. The Lake Stevens Outlet Study identified replacing of the existing lake outlet control as a top priority project to better manage the lake level and improve downstream flows in summer months and alleviate flooding. The existing weir facility is located in the lake outlet stream channel approximately 200 feet downstream of the lake outlet. The Outlet Study recommends the lake outlet control facility be moved closer to the lake outlet to ensure the outlet control facility will be the hydraulic control as opposed to the outlet channel. The Outlet Study also recommends outlet stream improvements and further analysis of the lake outlet to Catherine Creek confluence.

The base tasks (Tasks 1.1 – 1.7) includes analysis (survey, modeling and preliminary engineering) of the lake and lake outlet to Catherine Creek, the new outlet control facility located at the lake outlet, removal of the existing weir facility, downstream restoration from the lake outlet through the existing weir facility and road repair adjacent to the existing weir facility.

Optional additional work (Task 1.8) includes additional stream restoration from the existing weir facility to Main Street; approximately 500 feet of stream channel.

General Assumptions for Task 1:

1. Project duration is 24 months.
2. The earliest construction will occur is Summer of 2022.
3. The City will lead community outreach and engagement with limited support by the Consultant.

Task 1.1 - Project Management and Administration

The Consultant has budgeted time for correspondence, meetings, and general project management and administration. The Consultant will prepare a project schedule updated monthly and monthly progress reports submitted with invoices. This task includes a kickoff meeting with the City.

Assumptions:

1. The kickoff meeting will be a web meeting for a total of 2 hours.

Deliverables:

1. Project schedule in Microsoft Project.
2. Monthly progress reports and invoices.
3. Kickoff meeting email summary

Task 1.2 – Lake Outlet Preliminary Engineering

The Consultant will complete preliminary engineering and support services as follows.

Subtask 1.2.1 – Outlet Control Facility Alternatives Evaluation

The Consultant will identify up to 3 feasible alternatives for lake outlet control that achieve the lake level and stream flow goals. The Consultant will assist the City in choosing the preferred alternative.

Assumptions:

1. The City will assist the Consultant in confirming lake level and stream flow goals.
2. In the event of conflicting goals, City will establish priorities and/or resolve conflicts prior to alternative evaluation.

Deliverables:

1. Technical memorandum summarizing alternatives and preferred alternative selection. Draft and Final versions in Word and PDF.

Subtask 1.2.2 – Modeling

The Consultant will update the existing 1999 HSPF model of Lake Stevens and upper Catherine Creek (basins tributary to the lake outlet stream and Hartford Drive culvert crossing) and calibrate the lake level using current available lake level data. The Consultant will create a new hydraulic model of the lake outlet to Catherine Creek. The two models will be used for analyzing and determining the new lake level outlet control and outlet stream.

Subtask 1.2.2a - Update Existing (1999) HSPF Model of Lake Stevens and Catherine Creek

The Consultant will update the existing Lake Stevens and Catherine Creek HSPF model to represent the most recent land use/landcover. This will include using all available GIS data to generate the proper land use inputs for the model. Required data layers include:

- Surface Slope
- Soil types
- Basin boundaries
- Vegetative cover
- Impervious surfaces

It is possible that an impervious surfaces layer does not exist. This scope includes the generation of an impervious surfaces layer by the Consultant.

These layers will be combined in GIS and output in a format that can be input into HSPF. The routing features (FTABLE's) will be updated, where possible to include any new information available.

The outlet to Lake Stevens will be updated to include a new outlet structure and outlet structure management. This update will include the ability to modify the lake outlet seasonally.

Assumptions:

1. Available GIS layers will be provided by the City or Snohomish County.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2b – Calibrate Lake Stevens

The Consultant will use the most recent lake level stage time series to calibrate the model to match existing lake performance. The goal will be to match as closely as possible daily simulated lake stage to observed daily lake stage.

Assumptions:

1. Lake Stevens lake level data will be provided by the City or Snohomish County.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2c – Create Hydraulic Model of Lake Stevens Outlet

The Consultant will use all available data related to the existing Lake Stevens outlet channel to create an EPA SWMM hydraulic model of the outlet channel. The model will extend from the outlet of Lake Stevens to the proposed culvert replacement on Catherine Creek. The model will use, where available, channel cross-sections and channel slope data, road crossings and any instream existing culverts. The model will not include upstream collection systems that discharge into the outlet channel but rather, these areas will be connected by stage-storage-discharge tables from the HSPF model that are simple representations of flow collection systems.

Assumptions:

1. Consultant survey information from other tasks and City drone survey information will be used for model input.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2d – Run Model Scenarios

The Consultant will adjust and modify the outlet operation and configuration to maximum lake level performance to meet the following criteria:

1. Keep lake levels as low as possible during winter months when it is more likely that private property can be threatened.
2. Keep lake levels as high as possible during summer recreational months.
3. Actively operate the lake outlet during the transitional months with the objective of achieving the above-mentioned criteria.

In addition, the downstream outlet channel will be evaluated for each model run to determine the possible impacts to flooding within the outlet channel.

Assumptions:

1. Each individual lake level run will take approximately 8 hours. There are three scenarios and each scenario may require several iterations. This scope will reference three scenarios with a maximum number of 4 iterations for each scenario.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2e – Modeling Documentation

Following the conclusion of all modeling work the Consultant will write a technical memo of findings. The report will summarize the modeling work and results.

Deliverables:

1. Technical memo draft and final version in Word format.

Subtask 1.2.3 – Downstream Analysis

The Consultant will complete a downstream analysis from the lake outlet to Catherine Creek.

Assumptions:

1. A site visit will be made by two people (geomorphologist and fish biologist) to walk the existing lake outlet channel to update descriptions of physical and biological conditions that are conducive or detrimental to conveyance and/or fish populations. The site visit is estimated to take 6 hours, including travel time.

Deliverables:

1. Update documentation of physical and biological channel conditions from field assessment completed in 2019, including preliminary bankfull width, bankfull depth measured at optimal points in the survey, bridge abutment widths and height to lower deck at crossings, description of bed and bank material, observations of animal activity (i.e., beavers), and aquatic organism and vegetation observations.
2. Photographic log with descriptions documenting observations.

Subtask 1.2.4 – Surveying

The Consultant will complete two surveying sub-tasks; one focusing on the lake outlet facility project area and the other for the outlet channel modeling.

Subtask 1.2.4a – Lake Outlet Control Facility Surveying

The Consultant will complete topographic mapping of the lake outlet facility project area from the lake outlet to 100-feet downstream of existing weir (approximately 300 feet total length).

Marking placed by project team members prior to the start of the survey will be located, (e.g., flags and soil test pits). The Topographic Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, aboveground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible.

Assumptions:

1. Boundary of adjacent properties will be shown per GIS, record and other available data.
2. Open access to project area and ability to insert small boat into Lake Stevens.

Deliverables:

1. The topographic survey will be prepared on AutoCAD format and a hard copy provided.

Subtask 1.2.4b – Lake Outlet Surveying for Modeling, Downstream Analysis, and Hartford Drive

The Consultant will survey the centerline of lake outlet stream from downstream limits of lake outlet facility survey limits to Catherine Creek (approximately 2,800 feet), extending from edge of roadway to 30'-50' on opposite side of stream or to the extent possible where access to private property restricts. Where stream goes underground via culvert or bridge, the Consultant will map the surface features and inlet and outfall locations within 25'+/- of these inlet and outfall locations.

Assumptions:

1. Boundary of adjacent properties will be shown per GIS, record and other available data.
2. Open access to project area and surrounding properties and roadway within scope area.
3. Does not include full surface mapping over the top of pipe where stream is undergrounded, such as at N Lakeshore Drive and Main Street and Hartford Drive and 20th Street NE.
4. 4-5 additional control points that are not part of the stream mapping scope for Drone Survey. Assumed there will be sufficient control points should be set during the above mapping on the N. Lakeshore and Hartford Drive Corridor.
5. The City will provide drone survey to the Consultant in electronic AutoCAD format.

Deliverables:

1. Civil3D CAD drawing and surface of the above mapping and will include control points used for Survey, together with additional control points in surrounding areas, to be used by the City for Drone Photogrammetry.

Subtask 1.2.5 – 30% Design (Plans/Specs/Estimate)

The Consultant will design the preferred outlet control facility submitting 30% plans specifications and a cost estimate. The Consultant will incorporate preliminary fishway design into design.

Assumptions:

1. The 30% specifications will be a table of contents (TOC) only.

Deliverables:

1. Plans will be submitted as PDF, one draft and final for each deliverable.
2. Specifications will be submitted as Word and PDF, one draft and final for each deliverable.
3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final for each deliverable.

Subtask 1.2.6 – Community Outreach and Engagement Support

The Consultant will assist the City with community outreach and engagement. The Consultant has provided a budget and specific scoping/planning will be provided later based on City needs and scoped to fit within the budget. The plan will be documented in a public involvement plan and include stakeholder research, demographic research to determine translations, methods, timing, and roles and responsibilities.

Assumptions:

1. The City will lead community outreach and engagement as agreed on during the planning process.
2. Consultant scope to be determined later.

Deliverables:

1. Public involvement plan.
2. To be determined.

Task 1.3 – Lake Outlet Design (60%, 90% and Final Deliverables)

Post 30% design, the Consultant will continue with the design of the preferred outlet control facility submitting 60% through final construction document deliverables. The Consultant will prepare plans, specifications and costs estimates for each deliverable. The design disciplines included in this scope of work include:

- Surveying
- Civil engineering
- Structural engineering
- Geotechnical engineering
- Geomorphology engineering
- Landscape design
- Fishway design
- Cultural Resources

Assumptions:

1. The 60% specifications will be the TOC and draft technical specifications only. Subsequent deliverables will include general provisions, technical specifications, and bid schedule. The City will be responsible for the construction contractor's contract documents in the project manual.
2. Landscape design is limited to a simple restoration plan using mainly live stakes (dogwood & willow).

3. Compensatory mitigation plans are not included in this scope. No permanent impacts to the stream is anticipated and no wetlands are involved.
4. Recent mitigation work adjacent to the stream channel may carry permitting restrictions on additional clearing work, which may constrain the design footprint.

Deliverables:

1. Plans will be submitted as PDF, one draft and final for each deliverable.
2. Specifications will be submitted as Word and PDF, one draft and final for each deliverable.
3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final for each deliverable.

Task 1.4 – Permitting Support

The Consultant will Conduct a stream OHWM and bankfull width delineation. Consultant will also arrange and attend a pre-application on-site meeting with agencies (WDFW, Corps, Lake Stevens Planning and Tribes). Consultant will prepare and provide documents and forms for local state and federal permit submittals.

The Consultant will assist the city with public outreach by preparing two 24X36 foam core-based artistic/color figures showing design elements proposed. Attendance at two public meetings at City Hall, or virtual, is included.

Assumptions:

1. Assumes stream OHWM and bankfull width flagging extends from the current weir to the Main Street Culvert.
2. Assumes 11X17 drawings will be included from the 30% civil set. No special drawings or drawing formatting included
3. Assumes no compensatory mitigation is needed for stream impacts and no wetlands are present in the project area.
4. WDFW may consider this project a "[fishway](#)," which requires a higher level of design and review by the WDFW engineering department.
5. A stand-alone delineation report is not included. Delineation details, data forms, etc., will be provided in the Critical Areas Report
6. Critical Areas Report will provide information on fish passage elements of the proposed project as well as address Shoreline Master Program requirements. No additional documentation for these elements is included.
7. The outcome of the agency meeting may necessitate a higher level of fish passage design than anticipated in this scope.
8. City will lead and coordinate agency submittals for permits.
9. Assumes project will qualify for a Substantial Shoreline Permit and will not require a variance or CUP under the SMP.

Deliverables:

1. Agency meeting minutes
2. Critical Areas Report (CAO and SMP)
3. SEPA Checklist
4. JARPA form

5. Biological Evaluation (report to document ESA compliance for federal permit)

Task 1.5 – Bid Support

To be scoped and budgeted later.

Task 1.6 – Grant Application Assistance

The Consultant will assist the City in identification of potential funding sources (i.e., grants, low-interest loans, partnerships)

Task 1.7 – Construction Support

To be scoped and budgeted later.

Task 1.8 – Downstream Restoration (Optional)

The Consultant will evaluate downstream restoration options in the lake outlet channel between the weir and Main Street. Aquatic habitat features are generally lacking in the channel and there may be opportunities to improve habitat features while addressing localized flooding.

The Consultant will evaluate options for channel modifications to improve conveyance and habitat features. The Consultant will complete topographic survey and produce base mapping used in the stream restoration design drawings. The Consultant will prepare plans, specifications and costs estimates for each deliverable. The design disciplines included in this scope of work include:

- Civil engineering
- Structural engineering
- Geomorphology engineering
- Landscape design

Assumptions:

1. Stream restoration length will be a maximum of 500 lineal feet.
2. The 30% specifications will be a table of contents only (TOC). The 60% specifications will be the TOC and draft technical specifications only. Subsequent deliverables will include general provisions, technical specifications, and bid schedule. The City will be responsible for the construction contractor's contract documents in the project manual.
3. Landscape design is limited to a simple restoration plan using mainly live stakes (dogwood & willow).
4. Compensatory mitigation plans are not included in this scope.
5. Permitting support includes additional time associated with a larger and longer project work area. Assumes additional restoration is not a stand-alone project but is rather an expansion of the weir repair design effort.
6. Recent mitigation work adjacent to the stream channel may carry permitting restrictions on additional clearing work, which may constrain the design footprint.
7. No stream OHWM, bankfull width or wetland delineation work is proposed.

Deliverables:

1. Plans will be submitted as PDF, one draft and final for each deliverable

2. Specifications will be submitted as Word and PDF, one draft and final for each deliverable.
3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final for each deliverable.

Task 2 – Hartford Drive Flood Mitigation

This task includes the following alternatives from the Outlet Study:

- 2C – Hartford Drive Road Improvements
- 5D – Improve Drainage Near Fire Station

Hartford Drive currently floods downstream of the fire station where the road profile is relatively low. Surveying and modeling completed in Task 1 will confirm the extents of this project but preliminary mapping completed for the Outlet Study show the road should be raised up to two feet at it's lowest point with road raising extents approximately 350 feet long. This project will also analyze improvements to a maintenance hole and adjacent storm drain system near the fire station that cause the maintenance hole lid to overflow and contribute to flooding on Hartford Drive.

General Assumptions for Task 2:

1. The project will not require any in-stream, in-wetland or buffer work. All road construction will be above ordinary high water mark (OHWM) and within the current road pavement and shoulder footprint.
2. Project duration is 16 months.
3. The earliest construction will occur is Summer of 2021.
4. Community outreach and engagement will be provided by the City.

Task 2.1 – Hartford Drive Project Management and Administration

The Consultant has budgeted time for correspondence, meetings, and general project management and administration. The Consultant will prepare a project schedule updated monthly and monthly progress reports submitted with invoices. This task includes a kickoff meeting with the City.

Assumptions:

1. The kickoff meeting will be a web meeting for a total of 2 hours.

Deliverables:

1. Project schedule in Microsoft Project.
2. Monthly progress reports and invoices.
3. Kickoff meeting email summary

Task 2.2 – Hartford Drive 30% Design (Plans/Specs/Estimate)

The Consultant will design the preferred outlet control facility submitting 30% plans specifications and a cost estimate.

Assumptions:

1. Drone survey provided by the City in Task 1 will be used for base mapping.
2. The 30% specifications will be a table of contents (TOC) only.

Deliverables:

1. Plans will be submitted as PDF, one draft and final for each deliverable.
2. Specifications will be submitted as Word and PDF, one draft and final for each deliverable.

1. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final for each deliverable.

Task 2.3 – Hartford Drive Design (60%, 90% and Final Deliverables)

Post 30% design, the Consultant will continue with the design submitting 60% through final construction document deliverables. The Consultant will prepare plans, specifications and costs estimates for each deliverable. The design disciplines included in this scope of work include:

- Civil engineering
- Structural engineering
- Geotechnical engineering
- Cultural Resources

Assumptions:

1. The 60% specifications will be the table of contents and draft technical specifications only. Subsequent deliverables will include general provisions, technical specifications, and bid schedule. The City will be responsible for the construction contractor's contract documents in the project manual.
2. Landscape design is not needed or required.
3. Compensatory mitigation plans are not included in this scope. No permanent impacts to the stream, wetlands or buffers are anticipated and no wetlands are involved.

Deliverables:

1. Plans will be submitted as PDF, one draft and final for each deliverable.
2. Specifications will be submitted as Word and PDF, one draft and final for each deliverable.
3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final for each deliverable.

Task 2.4 – Hartford Drive Permitting Support

No wetland or stream critical area permitting is anticipated. The Consultant will flag the Ordinary High Water Mark and estimate and sketch approximate wetland boundaries (if present) adjacent to the roadway. the Consultant will also prepare a SEPA checklist.

Assumptions:

1. Wetland and stream critical areas permitting is not needed or required. No permanent impacts to the stream, wetlands or buffers are anticipated and no wetlands are involved.
2. Bankfull width determination and flagging is not needed or proposed. Wetland locations, if present will not be delineated or classified.

Deliverables:

1. SEPA Checklist



TEAM SUMMARY
FEE ESTIMATE

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation and Habitat Improvements
Client: City of Lake Stevens
DCG PM: Erik Davido

		Prime, Civil, Structural	Environmental, Permitting, Fisheries, LA	Geomorphology	Modeling	Surveying	Fishway Engineering	Geotechnical Engineering	Community Outreach and Engagement	Cultural Resources	
Task No.	Task Description	DCG	Watershed	AltaTerra	CCS	Lanktree Land Surveying	Waterfall Engineering	TBD	EnviroIssues	Equinox	Team Summary
1	Lake Outlet Facility and Stream Restoration										
1.1	Lake Outlet Project Management	\$21,824	\$6,055	\$4,212	\$0	\$0	\$1,200		\$2,734	\$0	\$36,025
1.2	Lake Outlet to Catherine Creek Preliminary Engineering	\$31,862	\$16,890	\$4,212	\$53,400	\$28,810	\$4,800		\$20,870	\$0	\$160,844
1.3	Lake Outlet Design	\$48,428	\$12,350	\$1,944	\$0	\$0	\$4,800	2 \$12,000	\$0	\$0	\$79,522
1.4	Lake Outlet Permitting Support	\$4,060	\$20,405	\$0	\$0	\$0	\$0		\$0	\$6,123	\$30,588
1.5	Lake Outlet Bid Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
1.6	Lake Outlet Grant Application Assistance	\$3,680	\$4,210	\$0	\$0	\$0	\$0		\$0	\$0	\$7,890
1.7	Lake Outlet Construction Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
1.8	Downstream Restoration (Optional)	\$25,158	\$21,115	\$13,284	\$0	\$0	\$3,000		\$0	\$0	\$62,557
2	Hartford Drive Flood Mitigation										\$0
2.1	Hartford Drive Project Management	\$15,450	\$3,840	\$0	\$0	\$0	\$0		\$0	\$0	\$19,290
2.2	Hartford Drive Preliminary Engineering	\$26,352	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$26,352
2.3	Hartford Drive Design	\$44,430	\$0	\$0	\$0	\$0	\$0	2 \$12,000	\$0	\$0	\$56,430
2.4	Hartford Drive Permitting Support	\$2,030	\$8,760	\$0	\$0	\$0	\$0		\$0	\$4,258	\$15,048

Task 1 - Lake Stevens Outlet Facility and Stream Restoration (Includes Outlet Study Alternatives 1A, 1E and 5F)											
Labor Hours:	1,067	499	146	416	276	92			176		2,672
Labor Fees:	\$135,012	\$81,025	\$23,652	\$53,400	\$28,810	\$13,800	\$12,000		\$23,604	\$6,123	\$377,426
Expenses:	\$0	\$0	\$0	\$0	\$1,155	\$350			\$1,380		\$2,885
Total Fees:	\$135,012	\$81,025	\$23,652	\$53,400	\$29,965	\$14,150	\$12,000		\$24,984	\$6,123	\$380,311

Task 2 - Hartford Drive Flood Mitigation (Includes Outlet Study Alternatives 2C and 5D)											
Labor Hours:	696	80	0	0							776
Labor Fees:	\$88,262	\$12,600	\$0	\$0			\$12,000			\$4,258	\$117,120
Expenses:	\$0	\$0	\$0	\$0							\$0
Total Fees:	\$88,262	\$12,600	\$0	\$0	\$0	\$0	\$12,000		\$0	\$4,258	\$117,120

Total Task 1 and 2: \$497,431

Notes:

- 1) Expenses = mileage, survey materials
- 2) Estimated



Davido Consulting Group
FEE ESTIMATE

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation Improvements
Client: City of Lake Stevens
DCG PM: Erik Davido

Task No.	Task Description	Notes	LABOR HOURS									Total Hours	DCG Total Each Task
			HOURLY RATE	\$256.00	\$237.00	\$209.00	\$153.00	\$138.00	\$109.00	\$108.00	\$102.00		
			Erik Davido	Matthew Schmitter	Tracey Belding	Nathan Davis	Dylan Martin	Lope Aben	Trask Fredrickson	Jack Lasley	Jamie Boyer		
			Principal Engineer - Civil	Principal Engineer - Structural	Principal Engineer - Civil	Engineer Tech VII - Civil	Engineer V - Structural	Engineer Tech V -	Engineer Tech V - Structural	Engineer II - Civil	Project Coordinator		
1	Lake Outlet Facility and Stream Restoration												
1.1	Lake Outlet Project Management		14	0	0	0	16	0	0	146	12	188	\$21,824
1.2	Lake Outlet to Catherine Creek Preliminary Engineering		7	10	10	20	27	20	20	142	0	256	\$31,862
1.3	Lake Outlet Design		8	20	20	38	38	38	38	178	0	378	\$48,428
1.4	Lake Outlet Permitting Support		10	0	0	0	2	0	0	12	0	24	\$4,060
1.5	Lake Outlet Bid Support		0	0	0	0	0	0	0	0	0	0	\$0
1.6	Lake Outlet Grant Application Assistance		8	0	0	0	0	0	0	16	0	24	\$3,680
1.7	Lake Outlet Construction Support											0	\$0
1.8	Downstream Restoration (Optional)		7	9	9	17	20	17	17	101	0	197	\$25,158
2	Hartford Drive Flood Mitigation												
2.1	Hartford Drive Project Management		11	0	0	0	21	0	0	88	8	128	\$15,450
2.2	Hartford Drive Preliminary Engineering		4	10	10	21	21	21	21	100	0	208	\$26,352
2.3	Hartford Drive Design		7	18	18	35	35	35	35	165	0	348	\$44,430
2.4	Hartford Drive Permitting Support		5	0	0	0	1	0	0	6	0	12	\$2,030

Task 1 - Lake Stevens Outlet Facility and Channel Improvements													
Labor Hours:				54	39	39	75	103	75	75	595	12	1067
Labor Fees:				\$13,824	\$9,243	\$8,151	\$11,475	\$14,214	\$8,175	\$8,100	\$60,690	\$1,140	\$135,012
Expenses:													\$0
Total Fees:													\$135,012

Task 2 - Hartford Drive													
Labor Hours:				27	28	28	56	78	56	56	359	8	696
Labor Fees:				\$6,912	\$6,636	\$5,852	\$8,568	\$10,764	\$6,104	\$6,048	\$36,618	\$760	\$88,262
Expenses:													\$0
Total Fees:													\$88,262

Total Task 1 and 2:	\$223,274
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The Watershed Company
FEE ESTIMATE

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation Improvements
Client: City of Lake Stevens
DCG PM: Erik Davido

HOURLY RATE			LABOR HOURS								
			\$185.00	\$160.00	\$150.00	\$185.00	\$155.00	\$115.00	\$110.00		
			H Mortensen	G Johnston	R Kahlo	K. Booth	Mikluscak	Name 6	D Klein		
Task No.	Task Description	Notes	PIC/PM	Sr. Fisheries Bio	Sr. Ecologist	Sr. Planner	Sr LA	Ecologist	Admin	Total Hours	Total Each Task
1	Lake Outlet Facility and Stream Restoration										
1.1	Lake Outlet Project Management		23	3	0	0	0	0	12	38	\$6,055
1.2	Lake Outlet to Catherine Creek Preliminary Engineering		6	64	8	0	28	0	0	106	\$16,890
1.3	Lake Outlet Design		6	20	4	0	48	0	0	78	\$12,350
1.4	Lake Outlet Permitting Support		6	25	44	47	0	0	0	122	\$20,405
1.5	Lake Outlet Bid Support		0	0	0	0	0	0	0	0	\$0
1.6	Lake Outlet Grant Application Assistance		2	24	0	0	0	0	0	26	\$4,210
1.7	Lake Outlet Construction Support										
1.8	Downstream Restoration (Optional)		15	38	0	16	60	0	0	129	\$21,115
2	Hartford Drive Flood Mitigation										
2.1	Hartford Drive Project Management		16	0	0	0	0	0	8	24	\$3,840
2.2	Hartford Drive Preliminary Engineering		0	0	0	0	0	0	0	0	\$0
2.3	Hartford Drive Design		0	0	0	0	0	0	0	0	\$0
2.4	Hartford Drive Permitting Support		4	8	0	24	0	20	0	56	\$8,760

Task 1 - Lake Stevens Outlet Facility and Channel Improvements											
Labor Hours:			58	174	56	63	136	0	12	499	
Labor Fees:			\$10,730	\$27,840	\$8,400	\$11,655	\$21,080	\$0	\$1,320		\$81,025
Expenses:											\$0
Total Fees:											\$81,025

Task 2 - Hartford Drive											
Labor Hours:			20	8	0	24	0	20	8	80	
Labor Fees:			\$3,700	\$1,280	\$0	\$4,440	\$0	\$2,300	\$880		\$12,600
Expenses:											\$0
Total Fees:											\$12,600

Total Task 1 and 2:	\$93,625
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Altaterra
FEE ESTIMATE

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation Improvements
Client: City of Lake Stevens
DCG PM: Erik Davido

Task No.	Task Description	Notes	HOURLY RATE	Total Hours	Total Each Task
			LABOR HOURS		
			\$162.00 Erin Nelson		
			Geomorphologist		
1	Lake Outlet Facility and Stream Restoration				
1.1	Lake Outlet Project Management		26	26	\$4,212
1.2	Lake Outlet to Catherine Creek Preliminary Engineering		26	26	\$4,212
1.3	Lake Outlet Design		12	12	\$1,944
1.4	Lake Outlet Permitting Support		0	0	\$0
1.5	Lake Outlet Bid Support		0	0	\$0
1.6	Lake Outlet Grant Application Assistance		0	0	\$0
1.7	Lake Outlet Construction Support				
1.8	Downstream Restoration (Optional)		82	82	\$13,284
2	Hartford Drive Flood Mitigation				
2.1	Hartford Drive Project Management		0	0	\$0
2.2	Hartford Drive Preliminary Engineering		0	0	\$0
2.3	Hartford Drive Design		0	0	\$0
2.4	Hartford Drive Permitting Support		0	0	\$0
2.5	Hartford Drive Bid Support		0	0	\$0
2.6	Hartford Drive Construction Support				

Task 1 - Lake Stevens Outlet Facility and Channel Improvements				
Labor Hours:	146	146		
Labor Fees:	\$23,652			\$23,652
Expenses:				\$0
Total Fees:				\$23,652

Task 2 - Hartford Drive				
Labor Hours:	0	0		
Labor Fees:	\$0			\$0
Expenses:				\$0
Total Fees:				\$0

Total Task 1 and 2:	\$23,652
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Clear Creek Solutions
FEE ESTIMATE

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation Improvements
Client: City of Lake Stevens
DCG PM: Erik Davido

Task No.	Task Description	Notes	LABOR HOURS		Total Hours	Total Each Task
			HOURLY RATE			
			\$150.00	\$75.00		
			Joe Brascher	TBD		
1	Lake Outlet Facility and Stream Restoration					
1.1	Lake Outlet Project Management		0	0	0	\$0
1.2	Lake Outlet to Catherine Creek Preliminary Engineering		296	120	416	\$53,400
1.3	Lake Outlet Design		0	0	0	\$0
1.4	Lake Outlet Permitting Support		0	0	0	\$0
1.5	Lake Outlet Bid Support		0	0	0	\$0
1.6	Lake Outlet Grant Application Assistance		0	0	0	\$0
1.7	Lake Outlet Construction Support					
1.8	Downstream Restoration (Optional)		0	0	0	\$0
2	Hartford Drive Flood Mitigation					
2.1	Hartford Drive Project Management		0	0	0	\$0
2.2	Hartford Drive Preliminary Engineering		0	0	0	\$0
2.3	Hartford Drive Design		0	0	0	\$0
2.4	Hartford Drive Permitting Support		0	0	0	\$0
2.5	Hartford Drive Bid Support		0	0	0	\$0
2.6	Hartford Drive Construction Support					

Task 1 - Lake Stevens Outlet Facility and Channel Improvements					
Labor Hours:	296	120	416		
Labor Fees:	\$44,400	\$9,000		\$53,400	
Expenses:				\$0	
Total Fees:				\$53,400	

Task 2 - Hartford Drive					
Labor Hours:	0	0	0		
Labor Fees:	\$0	\$0		\$0	
Expenses:				\$0	
Total Fees:				\$0	

Total Task 1 and 2:	\$53,400
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Lanktree Surveying
FEE ESTIMATE

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation Improvements
Client: City of Lake Stevens
DCG PM: Erik Davido

HOURLY RATE			LABOR HOURS						
			\$130.00	\$155.00	\$42.00	\$110.00	\$72.00		
			TBD	TBD	TBD	TBD	TBD		
Task No.	Task Description	Notes	Professional Land Surveyor	Party Chief-Field	Survey Crew Member	Survey Technician	Admin	Total Hours	Total Each Task
1	Lake Outlet Facility and Stream Restoration								
1.1	Lake Outlet Project Management		0	0	0	0	0	0	\$0
1.2	Lake Outlet to Catherine Creek Preliminary Engineering		35	88	88	60	4.5	275.5	\$28,810
1.2.4.a	Lake Outlet Control Facility Surveying		8	20	20	20	2	70	\$7,324
1.2.4.b	Lake Outlet Surveying for Modeling, Downstream Analysis and Hartford Drive		27	68	68	40	2.5	205.5	\$21,486
1.3	Lake Outlet Design		0	0	0	0	0	0	\$0
1.4	Lake Outlet Permitting Support		0	0	0	0	0	0	\$0
1.5	Lake Outlet Bid Support		0	0	0	0	0	0	\$0
1.6	Lake Outlet Grant Application Assistance		0	0	0	0	0	0	\$0
1.7	Lake Outlet Construction Support		0	0	0	0	0	0	\$0
1.8	Downstream Restoration (Optional)		0	0	0	0	0	0	\$0
2	Hartford Drive Flood Mitigation								
2.1	Hartford Drive Project Management		0	0	0	0	0	0	\$0
2.2	Hartford Drive Preliminary Engineering		0	0	0	0	0	0	\$0
2.3	Hartford Drive Design		0	0	0	0	0	0	\$0
2.4	Hartford Drive Permitting Support		0	0	0	0	0	0	\$0
2.5	Hartford Drive Bid Support		0	0	0	0	0	0	\$0
2.6	Hartford Drive Construction Support								

Task 1 - Lake Stevens Outlet Facility and Channel Improvements									
Labor Hours:	35	88	88	60	4.5	275.5			
Labor Fees:	\$4,550	\$13,640	\$3,696	\$6,600	\$324				\$28,810
Expenses:									\$1,155
Total Fees:									\$29,965

Task 2 - Hartford Drive									
Labor Hours:	0	0	0	0	0	0			
Labor Fees:	\$0	\$0	\$0	\$0	\$0				\$0
Expenses:									\$0
Total Fees:									\$0

Total Task 1 and 2:	\$29,965
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Waterfall Engineering
FEE ESTIMATE

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation Improvements
Client: City of Lake Stevens
DCG PM: Erik Davido

HOURLY RATE			LABOR HOURS		
			\$150.00		
			Pat Powers		
Task No.	Task Description	Notes	Fishway Design Engineer	Total Hours	Total Each Task
1	Lake Outlet Facility and Stream Restoration				
1.1	Lake Outlet Project Management		8	8	\$1,200
1.2	Lake Outlet to Catherine Creek Preliminary Engineering		32	32	\$4,800
1.3	Lake Outlet Design		32	32	\$4,800
1.4	Lake Outlet Permitting Support		0	0	\$0
1.5	Lake Outlet Bid Support		0	0	\$0
1.6	Lake Outlet Grant Application Assistance		0	0	\$0
1.7	Lake Outlet Construction Support				
1.8	Downstream Restoration (Optional)		20	20	\$3,000
2	Hartford Drive Flood Mitigation				
2.1	Hartford Drive Project Management		0	0	\$0
2.2	Hartford Drive Preliminary Engineering		0	0	\$0
2.3	Hartford Drive Design		0	0	\$0
2.4	Hartford Drive Permitting Support		0	0	\$0
2.5	Hartford Drive Bid Support		0	0	\$0
2.6	Hartford Drive Construction Support				

Task 1 - Lake Stevens Outlet Facility and Channel Improvements			
Labor Hours:	92	92	
Labor Fees:	\$13,800		\$13,800
Expenses:			\$350
Total Fees:			\$14,150

Task 2 - Hartford Drive			
Labor Hours:	0	0	
Labor Fees:	\$0		\$0
Expenses:			\$0
Total Fees:			\$0

Total Task 1 and 2:	\$14,150
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Sub Name Here EnviroIssues
FEE ESTIMATE

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation Improvements
Client: City of Lake Stevens
DCG PM: Erik Davido

Task No.	Task Description	Notes	LABOR HOURS				Total Hours	Total Each Task
			HOURLY RATE	\$150.21	\$136.68	\$108.15	\$135.00	
				TBD	TBD	TBD	TBD	
1	Lake Outlet Facility and Stream Restoration							
1.1	Lake Outlet Project Management		0	20	0	0	20	\$2,734
1.2	Lake Outlet to Catherine Creek Preliminary Engineering		45	55	36	20	156	\$20,870
1.3	Lake Outlet Design		0	0	0	0	0	\$0
1.4	Lake Outlet Permitting Support		0	0	0	0	0	\$0
1.5	Lake Outlet Bid Support		0	0	0	0	0	\$0
1.6	Lake Outlet Grant Application Assistance		0	0	0	0	0	\$0
1.7	Lake Outlet Construction Support							
1.8	Downstream Restoration (Optional)		0	0	0	0	0	\$0
2	Hartford Drive Flood Mitigation							
2.1	Hartford Drive Project Management		0	0	0	0	0	\$0
2.2	Hartford Drive Preliminary Engineering		0	0	0	0	0	\$0
2.3	Hartford Drive Design		0	0	0	0	0	\$0
2.4	Hartford Drive Permitting Support		0	0	0	0	0	\$0
2.5	Hartford Drive Bid Support		0	0	0	0	0	\$0
2.6	Hartford Drive Construction Support							

Task 1 - Lake Stevens Outlet Facility and Channel Improvements								
	Labor Hours:	45	75	36	20	176		
	Labor Fees:	\$6,759	\$10,251	\$3,893	\$2,700		\$23,604	
	Expenses:						\$1,380	
	Total Fees:						\$24,984	

Task 2 - Hartford Drive								
	Labor Hours:	0	0	0	0	0		
	Labor Fees:	\$0	\$0	\$0	\$0		\$0	
	Expenses:						\$0	
	Total Fees:						\$0	

Total Task 1 and 2:	\$24,984
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Equinox Research and Consulting International Inc. (ERCI)
FEE ESTIMATE

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation Improvements
Client: City of Lake Stevens
DCG PM: Erik Davido

Task No.	Task Description	Notes	LABOR HOURS				Total Hours	DCG Total Each Task
			HOURLY RATE					
			\$139.87	\$99.46	\$83.92	\$68.38		
			TBD	TBD	TBD	TBD		
1	Lake Outlet Facility and Stream Restoration							
1.1	Lake Outlet Project Management		0	0	0	0	0	\$0
1.2	Lake Outlet to Catherine Creek Preliminary Engineering		0	0	0	0	0	\$0
1.3	Lake Outlet Design		0	0	0	0	0	\$0
1.4	Lake Outlet Permitting Support		4	10	30	30	74	\$6,123
1.5	Lake Outlet Bid Support		0	0	0	0	0	\$0
1.6	Lake Outlet Grant Application Assistance		0	0	0	0	0	\$0
1.7	Lake Outlet Construction Support		0	0	0	0	0	\$0
1.8	Downstream Restoration (Optional)		0	0	0	0	0	\$0
2	Hartford Drive Flood Mitigation							
2.1	Hartford Drive Project Management		0	0	0	0	0	\$0
2.2	Hartford Drive Preliminary Engineering		0	0	0	0	0	\$0
2.3	Hartford Drive Design		0	0	0	0	0	\$0
2.4	Hartford Drive Permitting Support		2	10	16	24	52	\$4,258
2.5	Hartford Drive Bid Support		0	0	0	0	0	\$0
2.6	Hartford Drive Construction Support		0	0	0	0	0	\$0

Task 1 - Lake Stevens Outlet Facility and Channel Improvements								
Labor Hours:	4	10	30	30	74			
Labor Fees:	\$559.49	\$994.65	\$2,517.70	\$2,051.46				\$6,123.29
Expenses:								\$0.00
Total Fees:								\$6,123.29

Task 2 - Hartford Drive								
Labor Hours:	2	10	16	24	52			
Labor Fees:	\$279.74	\$994.65	\$1,342.77	\$1,641.17				\$4,258.33
Expenses:								\$0.00
Total Fees:								\$4,258.33

Total Task 1 and 2:	\$10,382
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