



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 Lake Level Outlet Study Results | Chief Erik Davido, Davido Consulting Group Council President |
| COUNCIL BUSINESS | | |
| MAYOR'S BUSINESS | | Mayor |
| CITY DEPARTMENT REPORT | Update | Gene |
| CONSENT AGENDA | A Vouchers B City Council Workshop Meeting Minutes of October 20, 2020 C City Council Regular Meeting Minutes of October 27, 2020 D Deviation to Phasing Schedule for The Timbers Subdivision E Interagency Agreement with the Washington Traffic Safety Commission | Barb Kelly Kelly Melissa 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 if 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



AltaTerra



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.

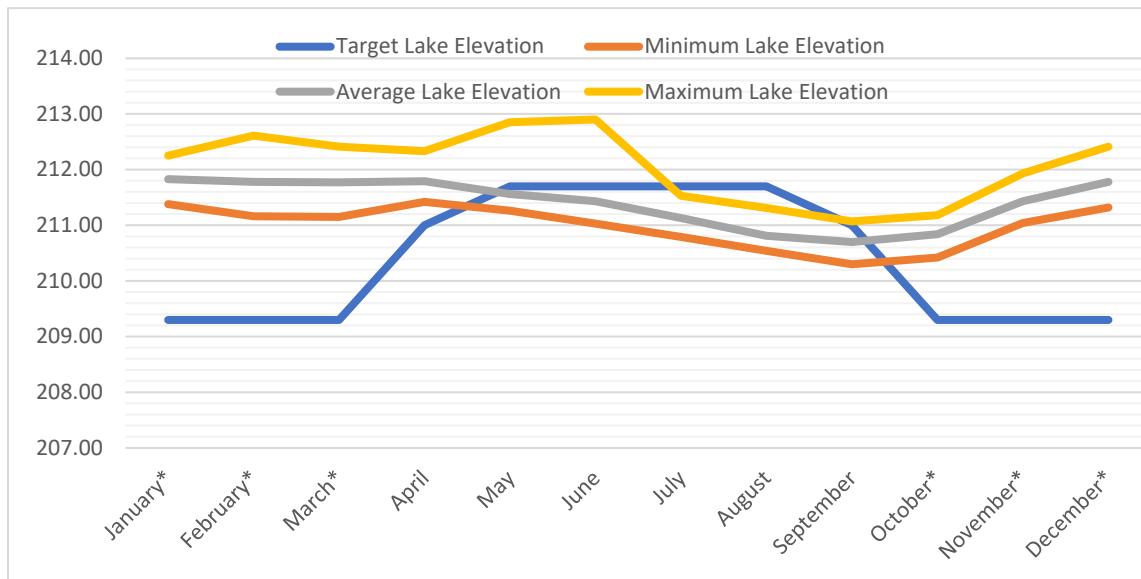


Figure ES-2. Graph of Tabulated Lake Elevations Relative to Targeted Elevations (2008 through 2019).

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



Photo looking
upstream of
Catherine Creek
at confluence



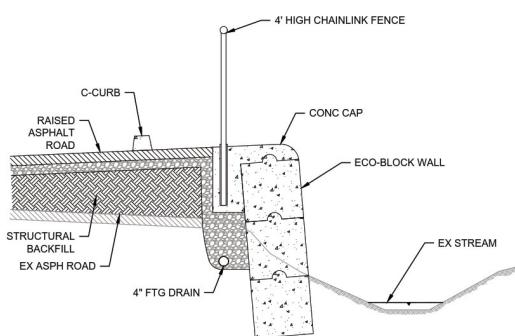
Photo looking
upstream of
Lake Outlet
at confluence

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.



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):

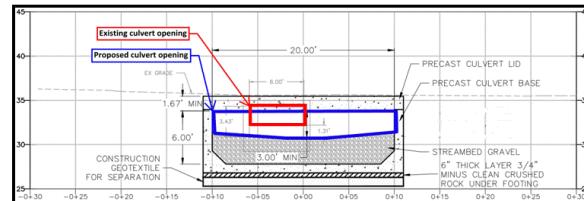
Replace the culvert under 18th St. NE with box culvert, modify stormwater infrastructure to improve conveyance, and roadway grading.

-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-VHDX | 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 | Registration - 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 |
|------------|------------|----------------------|---------------------|-----------------------------------|-------------------|
| 120005579 | 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 Unclaimed 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: Millerstoultine

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

Check Number: 51594

| 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- Pavilion - 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 Tageant and Steve Ewing

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

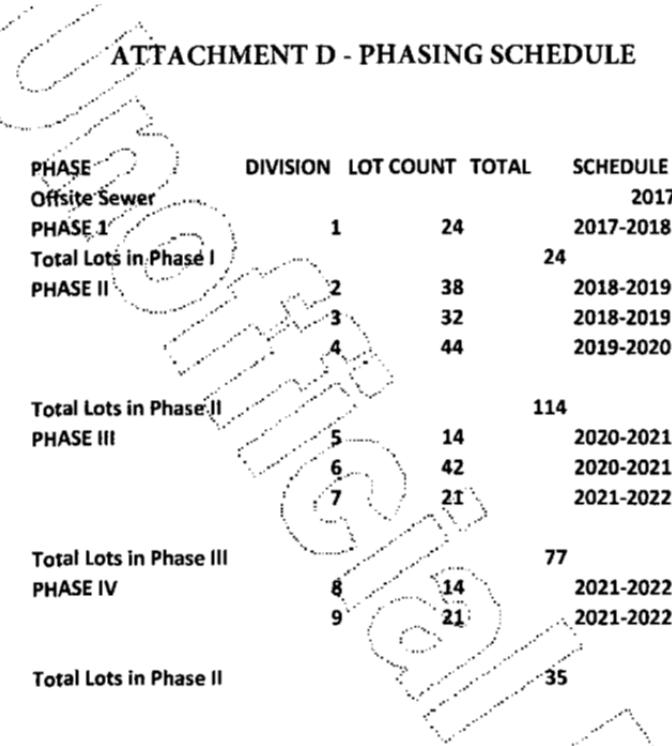
Contact Person/Department: Melissa Place, Senior Planner Budget Impact: None

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.



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: LSCM 14.16C.055 Development Agreements and LSCM 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

ATTACHMENT 1

City Council Regular Meeting
November 10, 2020
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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 Council Regular Meeting
November 10, 2020
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201709180455 22 PGS
09/18/2017 1:44pm \$95.00
SNOHOMISH COUNTY, WASHINGTON

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-T 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:

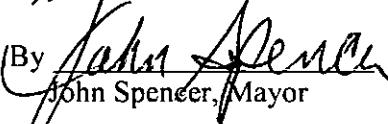
1. Conditions to effectiveness of AMENDMENT 2 This AMENDMENT 2 shall not be effective until the following conditions have occurred and are fully satisfied
 - a. A public hearing concerning this AMENDMENT 2 occurs under LSCM 14.16B 605, *et seq* on or after June 13, 2017
 - b. The City Council of the 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 Gray1 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 Spencer, Mayor

KR-N9, LLC,
a Washington Limited Liability Company

By:

Tim Kainz
Tim Kainz Manager Member

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that
Tim Kainz 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 Major 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.



(Legibly print name of notary):
NOTARY PUBLIC in and for the State of
Washington, residing at Suttons
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 BAILLY'S 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 $87^{\circ}56'$ EAST TO THE TRUE POINT OF BEGINNING
EXCEPT THE EASTERNLY 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 $85^{\circ}33'25''$ WEST 2062 39 FEET,
THENCE NORTH $13^{\circ}52'10''$ EAST 833.95 FEET TO THE TRUE POINT OF BEGINNING,
THENCE NORTH $22^{\circ}55'$ WEST 296.14 FEET,
THENCE NORTH $23^{\circ}57'$ WEST 294.61 FEET
THENCE SOUTH $88^{\circ}30'14''$ 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 $89^{\circ}07'14''$ WEST FROM THE TRUE
POINT OF BEGINNING,
THENCE SOUTH $89^{\circ}07'14''$ EAST TO THE TRUE POINT OF BEGINNING,
EXCEPT THE EASTERNLY 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 $87^{\circ}19'$ 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 $89^{\circ}19'$ 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 EASTERNLY 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 $53^{\circ}21'$ EAST 139.6 FEET,
THENCE SOUTH $75^{\circ}14'$ EAST ALONG SAID CENTER LINE 393.8 FEET,
THENCE SOUTH $49^{\circ}55'$ EAST ALONG SAID CENTERLINE 87.7 FEET,
THENCE SOUTH $33^{\circ}08'$ 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 568 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 EASTERN MARGIN OF CALLOW ROAD,

EXCEPT THAT PORTION CONVEYED TO PAUL R CURNETT BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9612190391, 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 $87^{\circ}19'$ WEST FOR 216 06 FEET,
THENCE SOUTH $1^{\circ}06'$ WEST FOR 396 4 FEET,
THENCE SOUTH $87^{\circ}19'$ WEST TO THE EASTERLY LINE OF THE CALLOW ROAD, THE TRUE POINT OF BEGINNING,
THENCE NORTH $87^{\circ}19'$ EAST FOR 165 FEET,
THENCE SOUTH $13^{\circ}45'$ WEST FOR 115 FEET,
THENCE SOUTH $87^{\circ}19'$ WEST FOR 165 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF SAID CALLOW ROAD,
THENCE NORTH $13^{\circ}45'$ 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 $87^{\circ}19'00"$ WEST FOR 216 05 FEET,
THENCE SOUTH $1^{\circ}06'$ WEST FOR 396 40 FEET,
THENCE SOUTH $87^{\circ}19'00"$ WEST FOR 572 20 FEET THE TRUE POINT OF BEGINNING;
THENCE SOUTH $87^{\circ}19'00"$ WEST FOR 19 FEET,
THENCE SOUTH $13^{\circ}45'00"$ WEST FOR 115 FEET,
THENCE NORTH $87^{\circ}19'00"$ EAST FOR 30 FEET,
THENCE NORTH $08^{\circ}21'48"$ 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 $1^{\circ}06'$ WEST ALONG THE CENTER LINE OF SAID SECTION 6 FOR 3,026 42 FEET,
THENCE SOUTH $81^{\circ}13'$ WEST 212 49 FEET TO THE TRUE POINT OF BEGINNING,
THENCE CONTINUE SOUTH $81^{\circ}13"$ 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 1351084, 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 (NORTH 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 005610895

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 109th | LUA2017-0043 LUA2017-0061 | Council Hearing April 25, 2017 On hold per City request |
| CIVIL PLANS TESC Clearing and Grading Road and Drainage Sewer Water WSDOT Callow/92 | LUA2017-Q067 LUA2017-0067 LUA2017-0067 LUA2017-0067 LUA2017-0067 JA8373-02-0910 | On hold pending 2nd Amendment On hold pending 2nd Amendment On hold pending 2nd Amendment On hold pending 2nd Amendment On hold pending 2nd Amendment Approved |
| CONSTRUCTION Removal of Residences Debris Removal Construction Fencing Construction of Access Temporary Culverts TESC | | Complete Under Construction 4-21-15 Under Construction 4-21-15 Under Construction 4-21-17 Under Construction 4-21-17 Under Construction 4-21-17 |
| BUILDING PERMITS Vault permit Retaining Walls Residential | BLD2017-0221 BLD2017-0223 BLD2017-0222 | On hold pending 2nd Amendment On hold pending 2nd Amendment Approved 4-24-17 |
| OTHER PERMITS NOI-NPDES Forest Practices Temporary Access ROW permit Callow | WAR305297 2815715 PWD2017-0030 | Publication Complete 4-19 Approved by City 4-20 Approved Pending LSSD |
| UTILITY AGREEMENTS Snohomish PUD water Snohomish PUD power LS Sewer District Puget Sound Energy | DEA application and fees DEA | Complete 4-19-17 In design 4-18-17 Complete 4-10-17 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 | 24 | 2017-2018 |
| Total Lots in Phase I | | | 24 | |
| PHASE II | 2 | 38 | 38 | 2018-2019 |
| | 3 | 32 | 32 | 2018-2019 |
| | 4 | 44 | 44 | 2019-2020 |
| Total Lots in Phase II | | | 114 | |
| PHASE III | 5 | 14 | 14 | 2020-2021 |
| | 6 | 42 | 42 | 2020-2021 |
| | 7 | 21 | 21 | 2021-2022 |
| Total Lots in Phase III | | | 77 | |
| PHASE IV | 8 | 14 | 14 | 2021-2022 |
| | 9 | 21 | 21 | 2021-2022 |
| Total Lots in Phase II | | | 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 Lundein 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 Lundein 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 LSCMC 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 (TZM), Stacey McShane, or successor, for review and approval.

Grant 2021-AG-4086-Snohomish Co Ped Safety Zone shall be managed by the TZM 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 TZM 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

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 |
|----------------------------|-------------|

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
Lindsay M. Drury
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

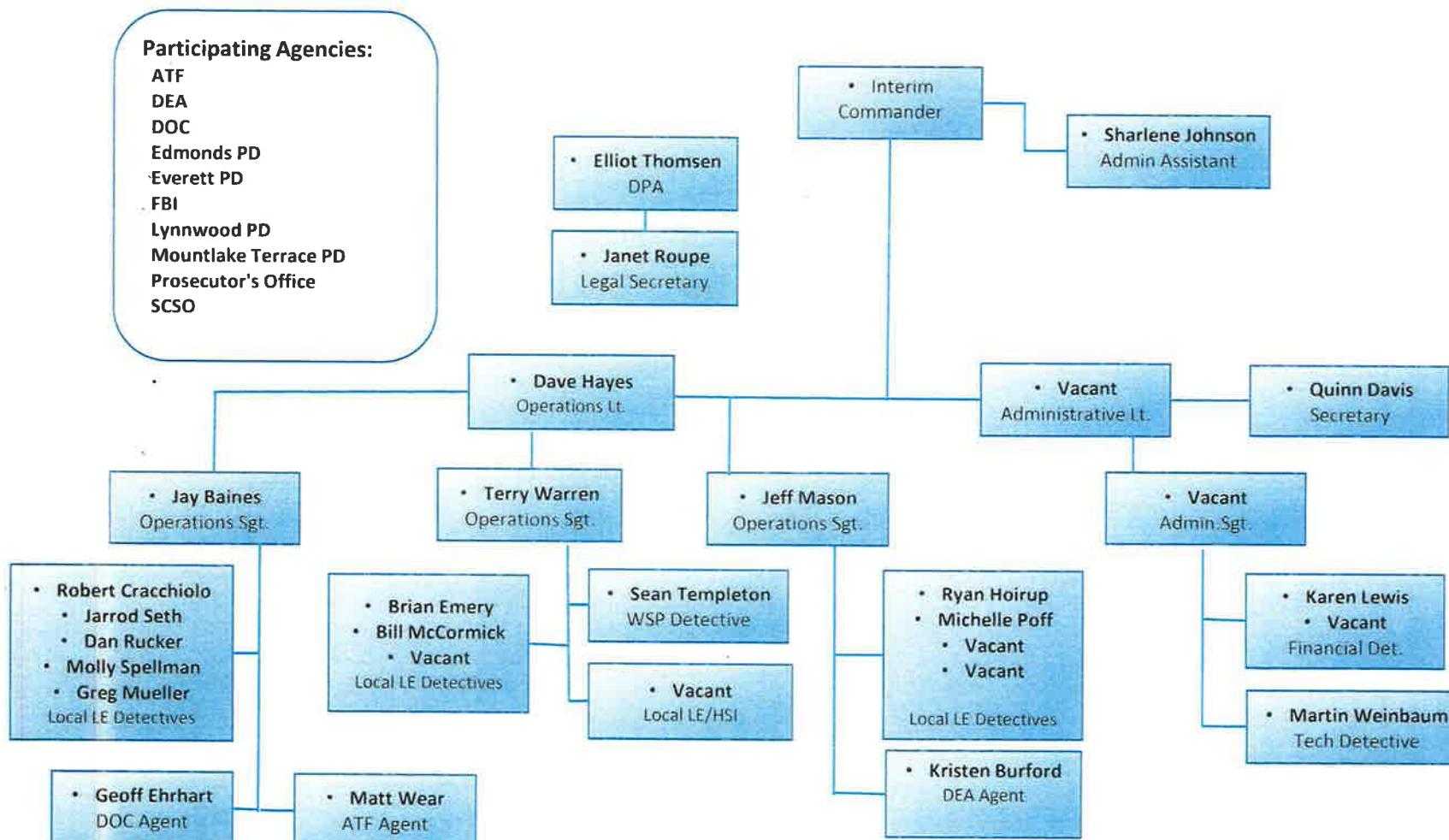


EXHIBIT B

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 | <u>FUNDING</u> |
| 1 Sergeant | Everett PD- Vacant |
| 1 Detective | Everett PD |
| 1 Support Personnel | Everett PD- Vacant |
| | Everett PD |

SNOHOMISH COUNTY SHERIFF'S OFFICE

| | |
|------------------------|----------------------------------|
| 1 Task Force Commander | <u>FUNDING</u> |
| 1 Lieutenant | Snohomish County Sheriff- Vacant |
| 1 Sergeant | Snohomish County Sheriff |
| 1 Sergeant | Snohomish County Sheriff-Vacant |
| 1 Detective | Snohomish County Sheriff |
| 1 Detective | Snohomish County Sheriff- Vacant |
| 1 Detective | Snohomish County Sheriff- Vacant |
| 1 K9 Detective | Snohomish County Sheriff |
| 1 Support Staff | Snohomish County Sheriff |

LYNNWOOD POLICE DEPARTMENT

| | |
|-------------|----------------|
| 1 Sergeant | <u>FUNDING</u> |
| 1 Detective | Lynnwood PD |

MOUNTLAKE TERRACE POLICE DEPARTMENT

| | |
|-------------|----------------------|
| 1 Detective | <u>FUNDING</u> |
| | Mountlake Terrace PD |

EDMONDS POLICE DEPARTMENT

| | |
|-------------|----------------|
| 1 Detective | <u>FUNDING</u> |
| | 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 | Pcent | 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 | 6,500 | 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 |



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 |
|-----------------------------------|---|-----------------------|-----|

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

First and Final Reading: November 10, 2020
Published:

APPROVED AS TO FORM:

Effective Date:

Greg Rubstello, City Attorney

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

First and Final Reading: November 10, 2020

Published:

Effective Date:

APPROVED AS TO FORM:

Greg Rubstello, City Attorney



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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

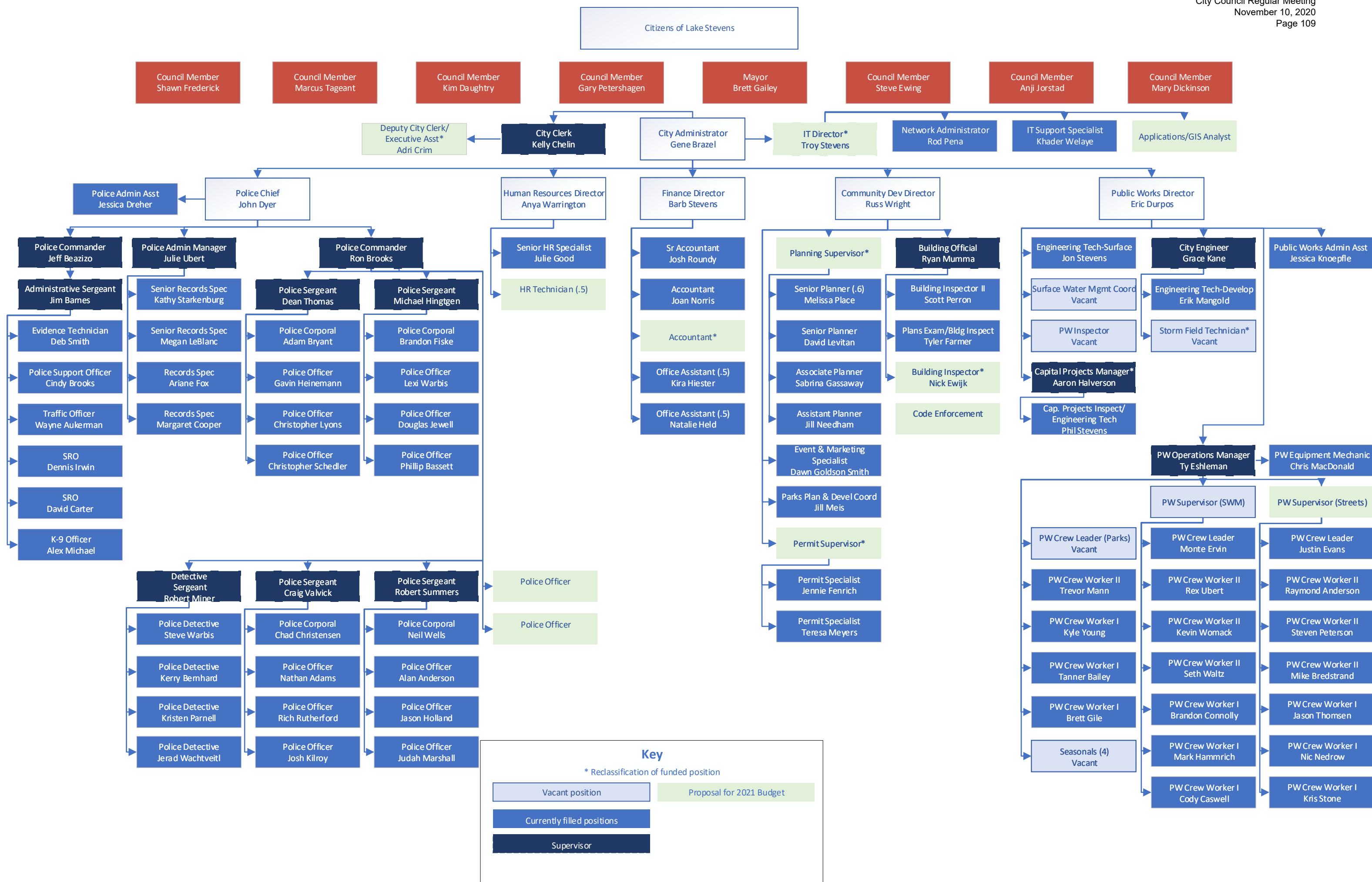
ATTEST:

 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

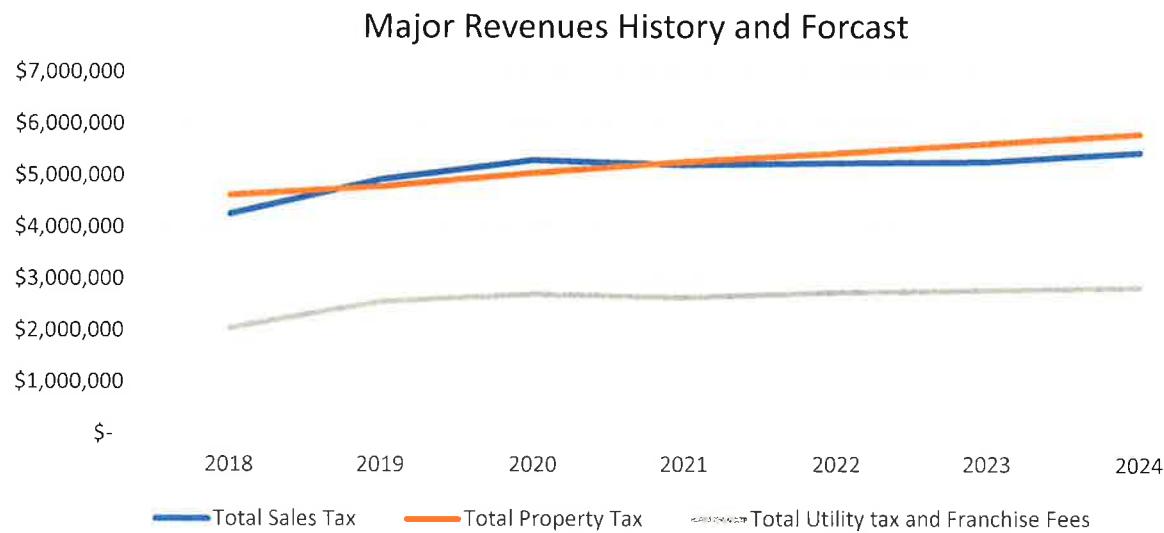
Shop improvements, Phase 1 of the Powerline Trail, Mill Spur/North Cove Phase 3, and the Weir replacement/Channel Restoration.

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

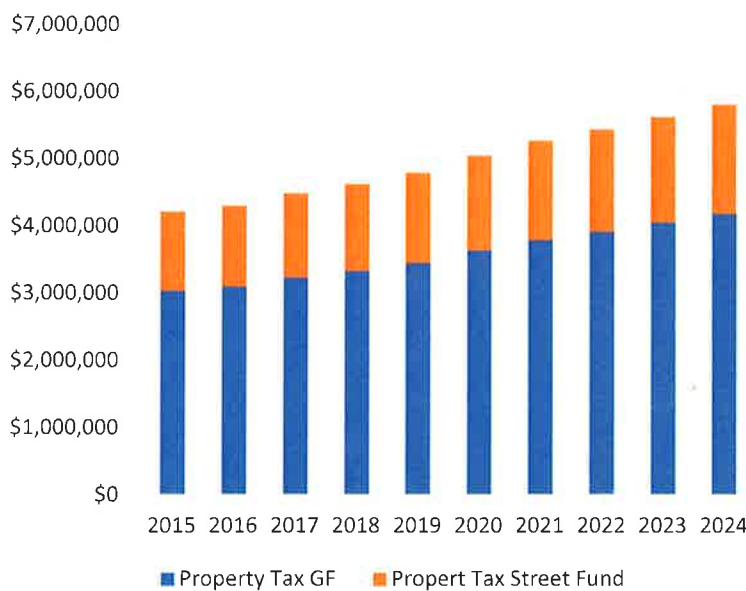
Lake Stevens has emerged through the pandemic with modest revenue growth mostly due to the continued development in the city. We can expect to see revenues to continue to grow, but at a slower pace. Due to future uncertainty, a flat revenue assumption has been budgeted for 2021.



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.

Property Tax



Sales Tax



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.

Construction Sales tax



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".

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 | 2021 Proposed |
|--|----------------------|----------------------|----------------------|------------------|
| | | | Ending | 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 |
| Deputy Clerk/ Admin Assistant | | | | \$15,586 |
| 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 |
| Deputy Clerk/ Admin Assistant | | | | \$15,586 |
| 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 |
| Deputy Clerk/ Admin Assistant | | | | \$19,745 |
| 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 |
| Accountant (Reclass/Promote PT AP to FT Accountant) | | | | \$15,079 |
| Accountant - PW Accountant | | | | \$0 |
| 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 | 2021 Proposed |
|--|----------------------|----------------------|----------------------|------------------|
| | | | Ending | 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 |
| HR Technician (0.5) PT Item Request | | | | \$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 |
| Reclassify IT Manager to IT Director Application Analyst Item Request | | | | \$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 Servic | \$ 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 |
| <i>Code Enforcement Inspector</i> | | | | \$86,700 |
| <i>Reclassify Building Code Enforcement Inspector to Building Inspector</i> | | | | \$0 |
| <i>Admin Assistant (0.5) PT</i> | | | | \$0 |
| <i>Reclassify Principal Planner to Planning Supervisor</i> | | | | \$0 |
| <i>Reclassify Permit Lead to Permit Supervisor</i> | | | | \$0 |
| <i>Bluebeam upgrade</i> | | | | \$1,245 |
| <i>Economic Development - Beautification</i> | | | | \$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 to Taser 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 |
| <i>Annexation - Patrol Officers x2</i> | | | | \$215,154 |
| <i>Crime Analystist</i> | | | | \$0 |
| <i>Traffic Officer</i> | | | | \$0 |
| <i>Police Services Officer (Code Enforcement)</i> | | | | \$0 |
| <i>Evidence room alarm monitoring</i> | | | | \$12,500 |
| <i>Telestaff Scheduling Software</i> | | | | \$10,000 |
| <i>Tuition reimbursement program</i> | | | | \$10,000 |
| <i>Facility Maintenance for new building</i> | | | | \$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 | 2021 Proposed |
|--------------------------------------|----------------------|------------------------|--------------------|--------------------|
| | | | Ending | 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 Item Request</i> | | | \$0 | \$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 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 | 2021 Proposed |
|--|------------------------|------------------------|------------------------|--------------------|
| | | | Ending | 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> | | | | \$100,000 |
| (2) Vehicles - Inspections - Permit Funds | | | | |
| 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 |
| <hr/> | | | | |
| 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 Equipt | \$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> | | | <i>\$0</i> | |
| <i>Custodian</i> | | | <i>\$0</i> | |

| 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 Princ 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 Proj 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 |
| 99th U Turn Channelization | | | | \$10,000 |
| Expenditures | \$ 2,035,298.23 | \$ 9,164,499.00 | \$ 6,928,445.43 | \$4,319,200 |
| Cap Proj-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 | \$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 |
| Transfser 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> | | \$224,000 | \$224,000 | \$0 |
| 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 |
| | | | | \$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 |
| | | | | \$200,000 |
| | | | | \$ 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 Prj - 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 | 2021 Proposed |
|---|------------------------|------------------------|------------------------|--------------------|
| | | | Ending | 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> | | | | |
| <i>117th st NE Sidewalk</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 | (S0) |
| 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) | (S0) |
| 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 |
| Interfund Transfer 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 Equipt | \$160,000 | \$80,000 | \$80,000 | \$80,000 |
| SW - Contrib to Unemployment | \$0 | \$0 | \$0 | \$0 |

| Description | 2019 Actuals | 2020 Budget | 2020 Estimated | 2021 Proposed |
|---------------------------------------|------------------------|------------------------|------------------------|---------------------|
| | | | Ending | 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> | | | | |
| <i>Custodian</i> | | | | |
| <i>Position Requests (HR/AP/IT)</i> | | | | |
| <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> | | | | |
| 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> | | | | |
| <i>Catherine Creek/36th St Bridge</i> | | | | |
| <i>F-550 Service truck</i> | | | | |
| 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 | 2021 Proposed |
|--------------------------------------|----------------------|----------------------|----------------------|------------------|
| | | | Ending | 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> | | | <i>\$40,000</i> |
| | <i>Work Truck - F151</i> | | | <i>\$40,000</i> |
| 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 | 2021 Proposed |
|----------------------------|---------------------|--------------------|-----------------------|----------------------|
| | | | Ending | 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:

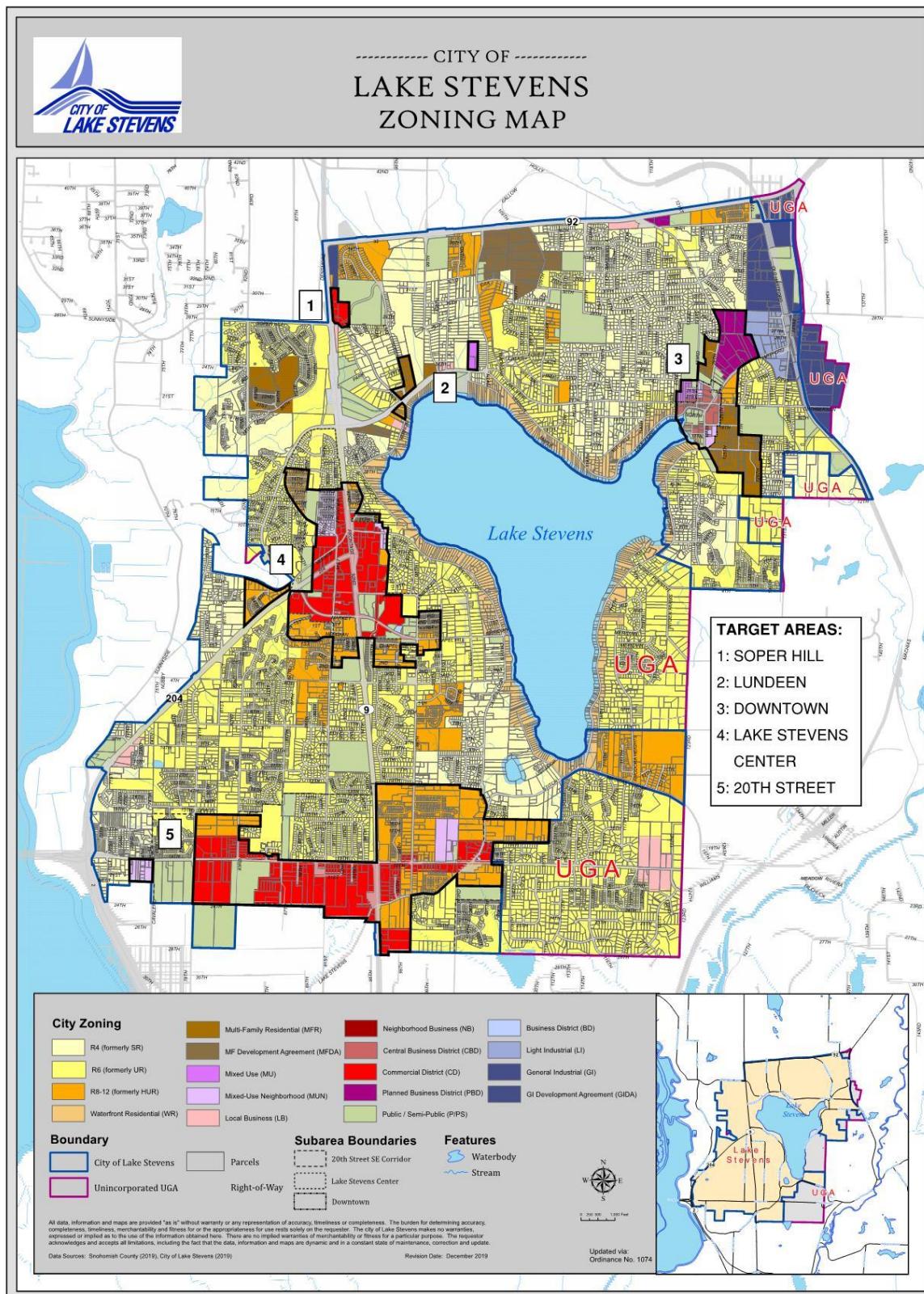


Exhibit B:

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 contact 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

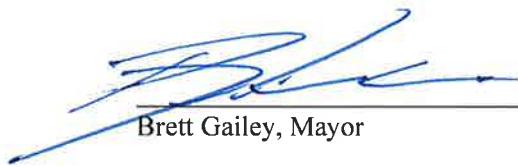
WHEREAS, there is a need for housing variety in Lake Stevens to support the growing community, to diversify housing options and have sustainable residential growth; and

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.



Brett Gailey, Mayor

ATTEST:



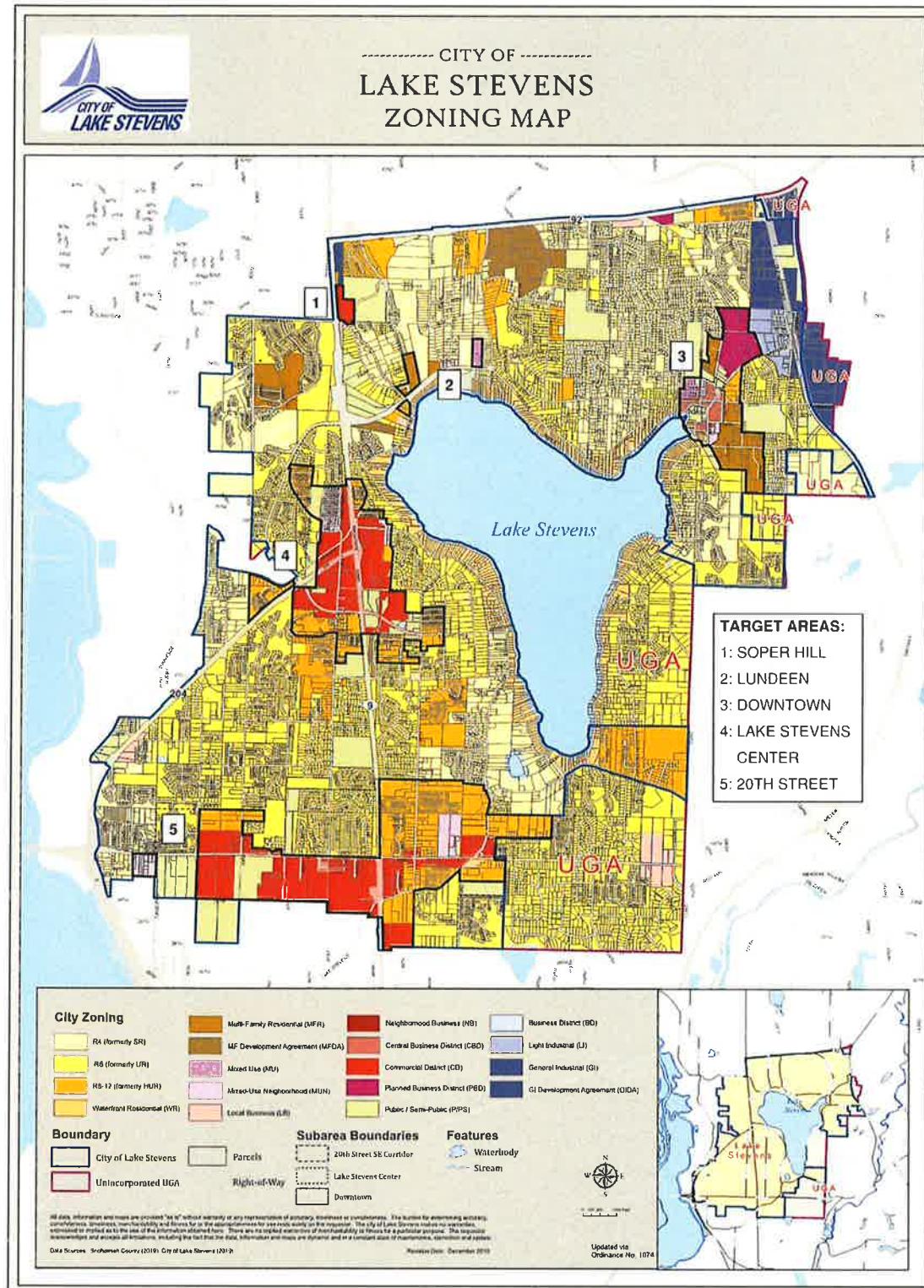
Kelly Chelin, City Clerk

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
ORDINACE 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:

Greg Rubstello, City Attorney

First and Final Reading: November 10, 2020

Published: _____

Effective Date: _____



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: <u>Aaron Halverson, Public Works</u> | Impact: <u>\$497,431</u> |

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)*

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:

Davido Consulting Group, Inc.
Attn: Erik Davido
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 in 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 its 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 in 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 | \$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 | \$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 | \$0 |
| Total Fees: | \$88,262 | \$12,600 | \$0 | \$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 | HOURLY RATE | | | | | | | | | LABOR HOURS | | | | | | | | | Total Hours | DCG Total Each Task |
|----------|--|-------|-------------|----------------------------|---------------------------------|----------------------------|---------------------------|-------------------------|-------------------|------------------------------|---------------------|---------------------|----------------|---------------------|--------------|-----------|-------------------|-------------|-------------|--|-------------|---------------------|
| | | | \$256.00 | \$237.00 | \$209.00 | \$153.00 | \$138.00 | \$109.00 | \$108.00 | \$102.00 | \$95.00 | Matthew Schmitter | Tracey Belding | Nathan Davis | Dylan Martin | Lope Aben | Trask Fredrickson | Jack Lasley | Jamie Boyer | | | |
| | | | Erik Davido | 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 | Total Hours | DCG Total Each Task | | | | | | | | |
| 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 | 0 | 16 | 0 | 24 | | | | | | | | \$3,680 | |
| 1.7 | Lake Outlet Construction Support | | | | | | | | | | | | | | | | | | | | \$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 | \$0 |
| Expenses: | | | | | | | | | | | |
| Total Fees: | | | | | | | | | | | |

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 | \$0 |
| Expenses: | | | | | | | | | | | |
| Total Fees: | | | | | | | | | | | |

Total Task 1 and 2: \$223,274

The Watershed Company
 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 | PIC/PM | LABOR HOURS | | | | | | | Total Hours | Total Each Task |
|----------|--|-------|--------|-------------|------------|----------|----------|----------|----------|----------|-------------|-----------------|
| | | | | \$185.00 | \$160.00 | \$150.00 | \$185.00 | \$155.00 | \$115.00 | \$110.00 | | |
| | | | | H Mortensen | G Johnston | R Kahlo | K. Booth | Miklusak | Name 6 | D Klein | | |
| 1 | Lake Outlet Facility and Stream Restoration | | | | | | | | | | | |
| 1.1 | Lake Outlet Project Management | | 23 | 3 | 0 | 0 | 0 | 0 | 0 | 12 | 38 | \$6,055 |
| 1.2 | Lake Outlet to Catherine Creek Preliminary Engineering | | 6 | 64 | 8 | 0 | 28 | 0 | 0 | 0 | 106 | \$16,890 |
| 1.3 | Lake Outlet Design | | 6 | 20 | 4 | 0 | 48 | 0 | 0 | 0 | 78 | \$12,350 |
| 1.4 | Lake Outlet Permitting Support | | 6 | 25 | 44 | 47 | 0 | 0 | 0 | 0 | 122 | \$20,405 |
| 1.5 | Lake Outlet Bid Support | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.6 | Lake Outlet Grant Application Assistance | | 2 | 24 | 0 | 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 | 0 | 129 | \$21,115 |
| 2 | Hartford Drive Flood Mitigation | | | | | | | | | | | |
| 2.1 | Hartford Drive Project Management | | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 24 | \$3,840 |
| 2.2 | Hartford Drive Preliminary Engineering | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.3 | Hartford Drive Design | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.4 | Hartford Drive Permitting Support | | 4 | 8 | 0 | 24 | 0 | 20 | 0 | 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

Altaterra
 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 |
|-------------|-------------|
| | \$162.00 |
| | Erin Nelson |

| Task No. | Task Description | Notes | Geomorpholog ist | Total Hours | Total Each Task |
|----------|--|-------|---------------------|-------------|--------------------|
| 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 | \$0 |
| Total Fees: | | \$23,652 |

Task 2 - Hartford Drive

| | | |
|--------------|-----|-----|
| Labor Hours: | 0 | 0 |
| Labor Fees: | \$0 | \$0 |
| Expenses: | \$0 | \$0 |
| Total Fees: | | \$0 |

Total Task 1 and 2: \$23,652

Clear Creek Solutions
 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 | \$75.00 |
| | Joe Brascher | TBD |

| Task No. | Task Description | Notes | Senior Modeler | Engineer | Total Hours | Total Each Task |
|----------|--|-------|----------------|----------|-------------|-----------------|
| 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

Lanktree Surveying
 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 |
|----------|--|-------|----------------------------|-------------------|--------------------|-------------------|---------|-------------|-----------------|
| | | | \$130.00 | \$155.00 | \$42.00 | \$110.00 | \$72.00 | | |
| | | | TBD | TBD | TBD | TBD | TBD | | |
| 1 | Lake Outlet Facility and Stream Restoration | | Professional Land Surveyor | Party Chief-Field | Survey Crew Member | Survey Technician | Admin | | |
| 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 D | | 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

Waterfall Engineering
 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 | Fishway Design Engineer | LABOR HOURS | |
|----------|--|-------|-------------------------|-------------|------------|
| | | | | HOURLY RATE | |
| | | | | \$150.00 | Pat Powers |
| 1 | Lake Outlet Facility and Stream Restoration | | | | |
| 1.1 | Lake Outlet Project Management | | | 8 | 8 |
| 1.2 | Lake Outlet to Catherine Creek Preliminary Engineering | | | 32 | 32 |
| 1.3 | Lake Outlet Design | | | 32 | 32 |
| 1.4 | Lake Outlet Permitting Support | | | 0 | 0 |
| 1.5 | Lake Outlet Bid Support | | | 0 | 0 |
| 1.6 | Lake Outlet Grant Application Assistance | | | 0 | 0 |
| 1.7 | Lake Outlet Construction Support | | | | |
| 1.8 | Downstream Restoration (Optional) | | | 20 | 20 |
| 2 | Hartford Drive Flood Mitigation | | | | |
| 2.1 | Hartford Drive Project Management | | | 0 | 0 |
| 2.2 | Hartford Drive Preliminary Engineering | | | 0 | 0 |
| 2.3 | Hartford Drive Design | | | 0 | 0 |
| 2.4 | Hartford Drive Permitting Support | | | 0 | 0 |
| 2.5 | Hartford Drive Bid Support | | | 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

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 |
|----------|--|-------|-------------|----------|----------|----------|-------------|-----------------|
| | | | \$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

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 | 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