



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 SPECIAL MEETING AND WORKSHOP AGENDA BY REMOTE ACCESS ONLY Lake Stevens, Washington

Join Zoom Meeting

<https://us02web.zoom.us/j/88201541777>

or call in at (253) 215-8782, Meeting ID: 882 0154 1777

Tuesday, January 5, 2021 at 6:00 p.m.

Call Meeting to Order

Special Meeting/Consent Agenda:

- Interlocal Agreement for the 2021 Snohomish Regional Drug Task Force
- Interagency Agreement with WA Dept. of Enterprise Systems for Lean Training
- Resolution 2021-01 Granting an Easement to Snohomish County PUD

Workshop:

- Board & Commission Liaisons and Committee Assignments for 2021

THE PUBLIC IS INVITED TO ATTEND BUT WILL NOT BE ALLOWED TO COMMENT

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 recorded, except Executive Sessions.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

**Council
Agenda
Date:**

Jan 5, 2021

Subject: Approve Interlocal Agreement for the 2021 Snohomish Regional Drug Task Force

Contact

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

SUMMARY/BACKGROUND:

Lake Stevens Police Department participates in the Snohomish Regional Drug 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.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$

ATTACHMENTS:



Snohomish Regional Drug Task Force

November 24, 2020

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

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

Re: Interlocal Agreement (ILA) with Revisions

Greetings,

Enclosed you will find the revised 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 to:

- 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. 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. Should the Sheriff elect to remove the Task Force Commander without cause, the Executive Board shall be consulted before action is taken.

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 employee 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 SCSO 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 Financial Management.

- 4.3 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed 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.

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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 11.0 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 11.0 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. Participating Jurisdictions will be compliant with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing For State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of Treasury.
- 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 by Section 6.3(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 initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its own agency code.

The parties intend that each Participating Jurisdiction's individual equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided however, the SCSO is entitled to claim an additional twenty five percent (25%) to account for Task Force operative/administrative expenses. The parties acknowledge however, that final determination of a Participating Jurisdiction's receipt, and percentage allocation, of federal forfeiture proceeds is within the discretionary authority of the Department of Treasury or Department of Justice, as applicable.

- h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 6.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture, unless an exemption applies.

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 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 Participating 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.

12.0 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.

13.0 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements executed pursuant to section 5.3, 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.

14.0 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 16.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

15.0 SEVERABILITY

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

16.0 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.

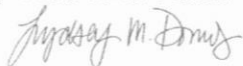
In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:



Deputy Prosecuting Attorney

Exhibit A

SRDTF Executive Board

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

Participating Agencies:

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

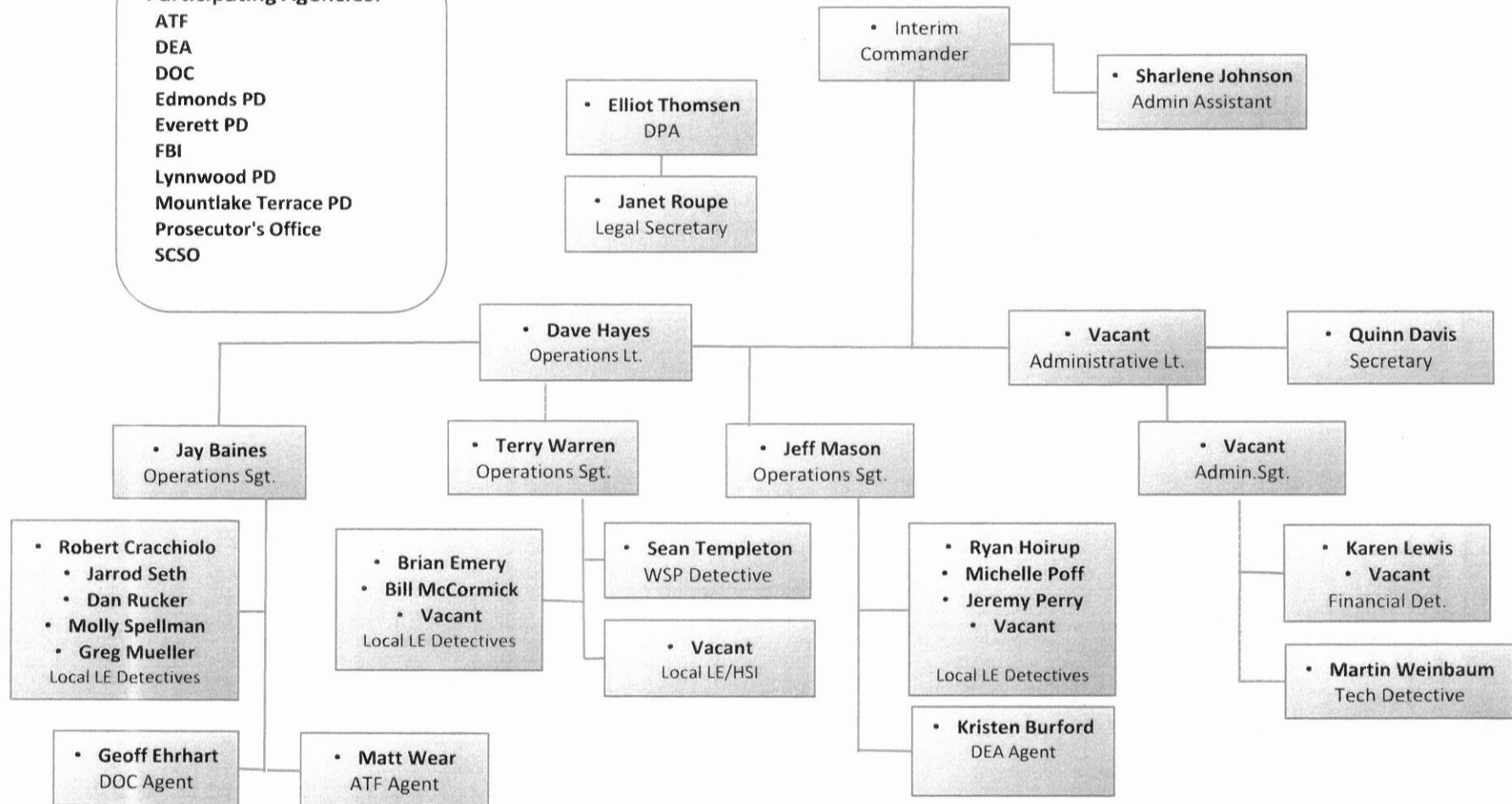


EXHIBIT B

Snohomish Regional Drug Task Force

Commander Selection

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

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

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

EXHIBIT _C_

Snohomish Regional Drug Task Force

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

EVERETT POLICE DEPARTMENT

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

FUNDING

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

SNOHOMISH COUNTY SHERIFF'S OFFICE

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

FUNDING

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

LYNNWOOD POLICE DEPARTMENT

1 Sergeant
1 Detective

FUNDING

Lynnwood PD
Lynnwood PD - Vacant

EDMONDS POLICE DEPARTMENT

1 Detective

FUNDING

Edmonds PD

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

.5 Support Staff
1 Deputy Prosecutor

FUNDING

Snohomish County Prosecutor
Snohomish County Prosecutor

STATE OF WASHINGTON

1 Detective
1 Agent

FUNDING

Washington State Patrol
Department of Corrections

BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

1 Agent

FUNDING

ATF

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

DEA

| Agency | Participants | E- Board Vote | Pcnt | Notes |
|-----------------------|--------------|---------------|-------------|-----------------|
| Everett PD | 7 | 7 | 43.75% | |
| Snoh Co Sheriff's Off | 7 | 7 | 43.75% | |
| Lynnwood PD | 1 | 1 | 6.25% | |
| Edmonds PD | 1 | 1 | 6.25% | |
| 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 | 19.5 | 22 | 100% | |

<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% | \$ 4,126 |
| Snohomish | 9,385 | 10,200 | 1.25% | \$ 1,971 |
| Stanwood | 6,585 | 7,020 | 0.86% | \$ 1,357 |
| Sultan | 4,680 | 5,180 | 0.63% | \$ 1,001 |
| Woodway* | 1,335 | 1,350 | 0.00% | \$ - |
| | 757,600 | 818,700 | 100.00% | \$ 158,223 |
| *Woodway does not pay into TF added into unincorporated Sno Co | Population Growth Number: 61,100 Population Growth %: 8.06% | | Increase from 2020 -\$55,191.09 | |

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

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

Exhibit D



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 1/5/2020
Date: _____

Subject: Lean Training for City Staff

| | | | |
|---------------------------|---------------------------------|----------------|---------|
| Contact | Anya Warrington/Human Resources | Budget | \$2,318 |
| Person/Department: | _____ | Impact: | _____ |

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor's to sign the interagency agreement with WA Department of Enterprise Systems to provide Lean Training to the City staff.

SUMMARY/BACKGROUND:

The Mayor and City Administrator have requested that City leadership focus on process improvements for 2021 and sought to provide lean training to executive staff and first line supervisors. The city partnered with WA Department of Enterprise Systems to customize a training for up to 28 staff. This training will have the below objectives and structure:

Training objective:

The City of Lake Stevens is seeking lean training for their executive and leadership teams to support improvement efforts across the various city departments/divisions. The desire is for leaders to understand lean at a level where they can support the improvement work within their teams and provide coaching as the improvements progress. Improvement work will be kick-started with direct application to real opportunities throughout the training engagement.

Summary of content:

- Introduction to lean/framework
- Emphasis on the role of the leader(s) and sponsor(s)
- Waste/Value-Add
- Process identification and visualization methods
- "Project" setup
- Leaders as coaches ("Kata")
- A3 for teams (including problem statements, gap analysis, root cause analysis, pareto/ranking, action planning)

Training will take place over two days in January and February 2021 (4 hours of instruction a piece).

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT:

The total cost for up to 28 participants is \$2,318 which will be drawn from each department's training budget (depending on how many staff per department attend).

ATTACHMENTS:

Exhibit A: Interagency Agreement between WA DES and the City of Lake Stevens

December 21, 2020

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
AND
CITY OF LAKE STEVENS**

THIS AGREEMENT is made and entered into by and between the Department of Enterprise Services, Workplace Learning & Performance, Learning Solutions Team, referred to as "DES" and the City of Lake Stevens, hereinafter referred to as "AGENCY" pursuant to the authority granted by Chapter 39.34 RCW.

1. IT IS THE PURPOSE OF THIS AGREEMENT to provide training as per Attachment 1 - Schedule of Services and Compensation.
2. Agency's total cost for services contained in this Interagency Agreement - \$2,318.00
3. If any modifications to this agreement are needed, AGENCY must notify DES on or before cancellation date noted in Attachment 1 – Schedule of Services and Compensation. Modifications may incur additional cost to the AGENCY. Failure to notify DES by noted date may result in the AGENCY being charged the contracted amount.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows:

1. STATEMENT OF WORK

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement

DES is responsible for:

- A. Assisting in the coordination and delivery of the classes listed in this Agreement;
- B. Providing the facilitator, who will bring all course materials, evaluation forms, and class roster or sign-in sheet for the class;
- C. Overseeing Contractor's contracts and related payments;
- D. Sending LMS generated participant confirmation letters, if pre-registered by the AGENCY;
- E. Updating participants' completions in the LMS if the agency provides participant personnel ID numbers.

AGENCY is responsible for:

- A. Prior to signing the agreement, the AGENCY is responsible for communicating any course customization needs with the facilitator;
- B. Providing reasonable accommodations if persons with disability are attending the class; per the EEOC Guidelines on Reasonable Accommodations, the AGENCY is responsible for providing reasonable accommodation requests to support their participants; DES must be notified of any reasonable accommodation requests no later than the agreement's cancellation date;
- C. Communicating with the facilitator on classroom and equipment needs prior to the agreement's cancellation date.

DES must be notified on or before the cancellation date noted in the Attachment 1 - Schedule of Services and Compensation, if any changes to this Agreement are needed. Failure to notify DES of changes may result in the AGENCY being charged for costs that are not recoverable.

2. CONSIDERATION

The AGENCY shall pay DES an amount not to exceed as per Attachment 1 – Schedule of Services and Compensation for the performance of all things necessary or incidental to, the work set forth in the Attachment 1 - Schedule of Services and Compensation. Total costs shall not be increased except by an Amendment to this Agreement.

DES charges the AGENCY a contract administration fee for use of DES established Training Contracts. The cost per session fee is based on the Contractor's Training Contract rate, plus DES's contract administration fee.

3. BILLING PROCEDURE

DES shall submit invoices to the AGENCY upon completion of training class. The invoice will indicate clearly that it is for the services rendered in performance under this Agreement and shall reflect the Agreement number.

The AGENCY will promptly notify DES in writing of disputes regarding invoices, or of services which the AGENCY believes do not conform to this Agreement, within thirty (30) days of receipt of invoice. Failure to give written notice within thirty (30) days after receipt of invoice constitutes waiver of any objection to services or invoices.

4. PAYMENT PRODECURE

The AGENCY will remit payment to DES within thirty (30) days of receipt of a properly executed invoice.

A late payment charge may be applied to any remaining balance sixty (60) days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of one percent (1%) per month.

5. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

6. CONTRACT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. TERMINATION

Either party may terminate this Agreement upon 10-days prior to the cancellation date noted on Attachment 1 – Schedule of Services and Compensation by written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

Department of Enterprise Services

City of Lake Stevens

Signature

Taisha Perry
Learning Solutions Consultant

Date

Signature

Name

Title

Date

Contract contact: Anya Warrington
Email: awarrington@lakestevenswa.gov
Address: 1812 Main Street
Lake Stevens, WA 98258-0257

SCHEDULE OF SERVICES AND COMPENSATION

AGENCY NAME: City of Lake Stevens

AGREEMENT NUMBER: SA00034664, Attachment #1

Date: December 21, 2020

| COURSE TITLE & INSTRUCTOR or FIRM | COURSE CODE | DATE | TIME | LOCATION | CLASS SIZE | COST PER SESSION | CANCEL DATE | CONTACT PERSON |
|-----------------------------------|-------------|------|------|----------|------------|------------------|-------------|----------------|
|-----------------------------------|-------------|------|------|----------|------------|------------------|-------------|----------------|

ADD

| | | | | | | | | |
|--------------------------------|------------|----------------------|-----------------|---------|----|------------|------------|----------|
| Lean Practices - Lori Erickson | 01-09-GE29 | Jan 13 & Feb 3, 2021 | 9:00 AM-1:00 PM | Virtual | 28 | \$2,318.00 | 12/28/2020 | T. Perry |
|--------------------------------|------------|----------------------|-----------------|---------|----|------------|------------|----------|

| | |
|-----------------|------------|
| Agreement Total | \$2,318.00 |
|-----------------|------------|

The AGENCY will notify DES in advance of any changes or cancellations to this agreement



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Jan 05, 2021
Date: _____

Subject: 91st Ave SE Road Extension Project – Granting of easement to Snohomish County Public Utility District No. 1 (SnoPUD) on City owned property

| | | | |
|---------------------------|------------------------------------|----------------|----------------|
| Contact | Eric Durpos, Public Works Director | Budget | \$7,397 credit |
| Person/Department: | Grace Kane, City Engineer | Impact: | _____ |

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2021-01 – A Resolution authorizing the Mayor to grant an easement to Snohomish County Public Utility District No. 1 (SnoPUD) for the relocation of a utility pole and lines.

SUMMARY/BACKGROUND:

Snohomish County Public Utility District No. 1 (SNO PUD) had identified a need to relocate a utility pole and lines, located at the northwest corner of a City owned property (9106 20th St SE) due to the construction of City's 91st St SE Extension Project. Relocation to the City owned property is necessary to provide for safe clearances of the transmission lines.

Staff is requesting that City Council authorize the Mayor to execute an easement agreement or other proper instruments to the land, for the granting of an easement to the PUD. The easement will be with compensation for \$7,397.

APPLICABLE CITY POLICIES: The 91st Street SE Extension Project is a necessary off-site transportation improvement for the Costco development project and city capital projects planning.

BUDGET IMPACT: The compensation will be applied to the construction cost of the 91st St. SE extension project.

ATTACHMENTS:

Resolution 2021-01 & Exhibit A

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2021-01

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON
AUTHORIZING THE CITY COUNCIL FOR A GRANT OF EASEMENT TO
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT NO.1 (SNOPUD) TO
ERECT AND MAINTAIN A UTILITY POLE ON CITY OWNED PROPERTY.**

WHEREAS, CITY owns the property at 9106 20th St SE, near the intersection of 20th St SE and 91st Ave SE; and

WHEREAS, the pole relocation is necessary for accommodation of the 91st Street SE Extension Project, and

WHEREAS, SnoPUD will compensate Lake Stevens for a onetime payment of \$7,397; and

WHEREAS, SnoPUD will pay any real estate excise tax resulting of granting of easement; and

WHEREAS, the City will grant the easement to SnoPUD as described in Exhibit A.

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

Section 1. The City Council hereby authorizes the Mayor or the Mayor's designee to execute a Grant of Easement of the property identified in Exhibit A.

PASSED by the City Council of the City of Lake Stevens, Washington this 5th day of January 2021.

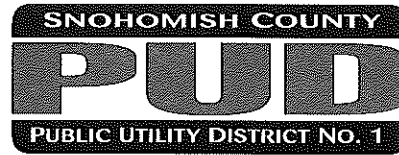
Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

EXHIBIT A

Easement Package from SnoPUD



Energizing Life in Our Communities

July 25, 2020

City of Lake Stevens
Attn: Eric Durpos
PO BOX 257
Lake Stevens, WA 98258

RE: Request for PUD Easement – 9106 20th ST SE, Lake Stevens

Dear Mr. Durpos,

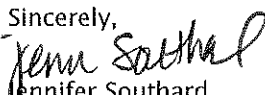
The District has identified that a utility pole and lines located near the northwest corner of your property needs to be relocated due to the City of Lake Stevens 91st Street Extension Project. Given the current pole location and the new road extension, the District needs to move the pole onto the City of Lake Stevens property.

Enclosed is a standard easement form which grants permission to Snohomish County PUD No. 1 for the new facilities located on your property. As compensation for the easement, the District would like to send you a check in the amount of \$7397. The District will pay any real estate excise tax that may be due as a result of granting the easement.

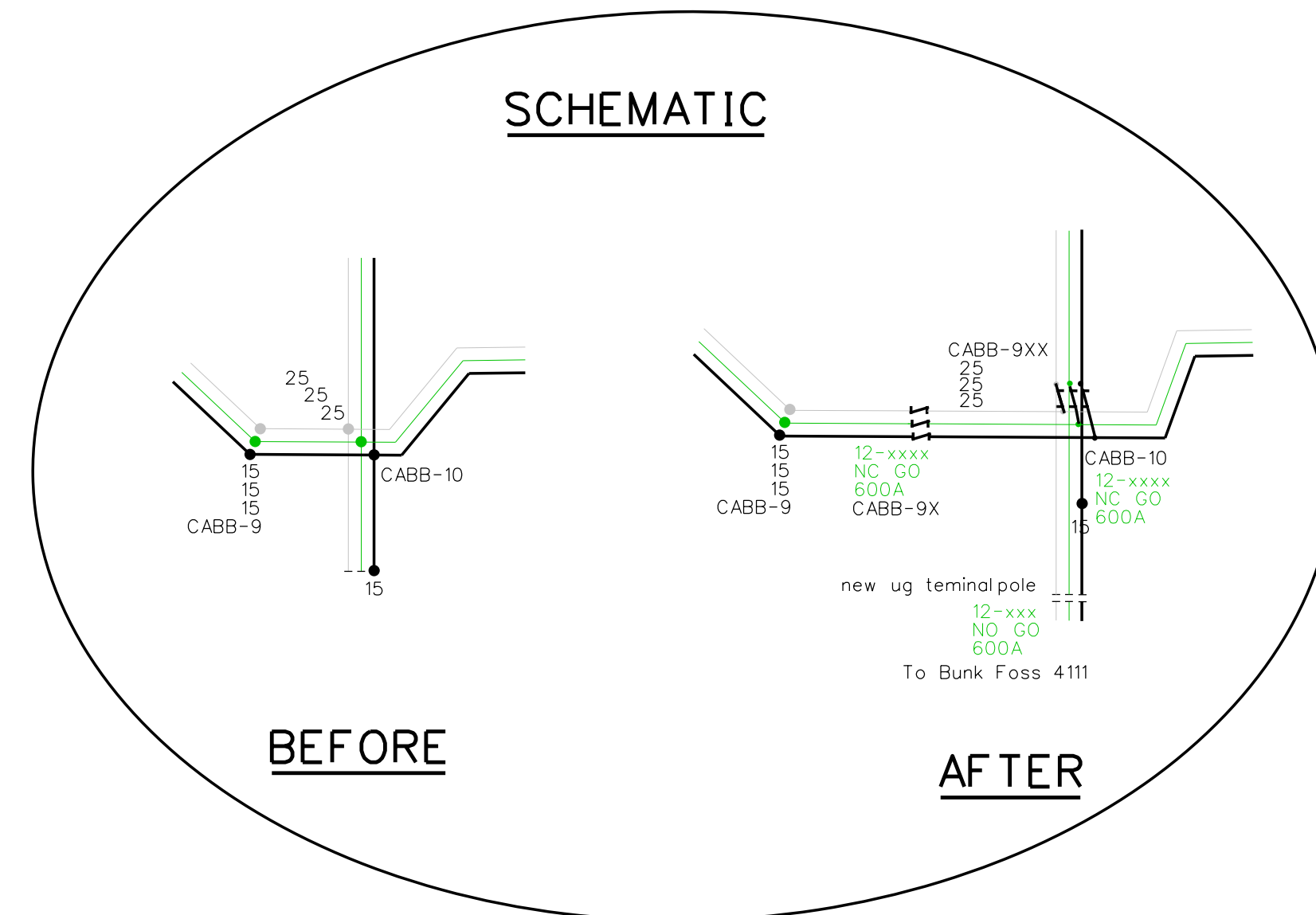
Please review the enclosed easement document, and, if agreeable, sign the easement in the presence of a notary. In addition, I have enclosed a W-9 form which the IRS requires us to submit in instances where compensation is paid for the granting of an easement.

I have included a self-addressed, stamped envelope to return the completed documents. I am also a notary and would be happy to meet with you at your convenience to notarize the document if that would be helpful. The compensation check will be mailed to you approximately two weeks after receipt of the executed documents.

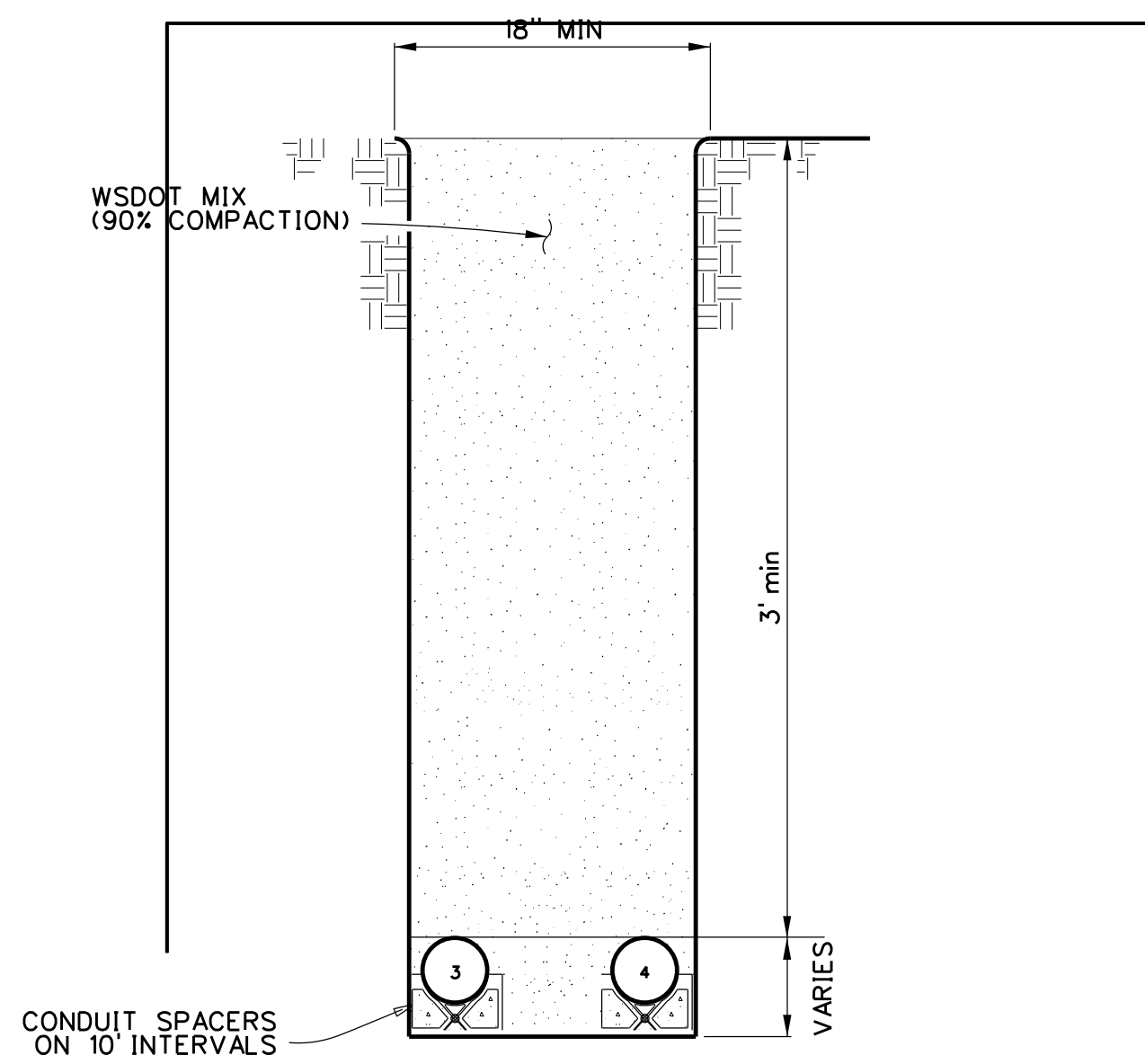
If you have any questions, or would like to schedule a time to meet, please feel free to contact me at (425) 783-4339.

Sincerely,

Jennifer Southard
Real Estate Services

Enclosures



| DUCT TABLE 2 | |
|--------------|------------------------|
| DUCT NO. | DESCRIPTION |
| 3 | (1) NEW 4" PVC (SPARE) |
| 4 | (1) NEW 4" PVC (CKT) |

VICINITY MAP

ALL WORK ON POLE S-EM 5/10 SHOWN ON TRANSMISSION DRAWING _____

| | |
|-------|-----------------------------------|
| ○ | EXISTING POLE |
| ⊗ | EXISTING POLE-TO BE REMOVED |
| ● | NEW POLE |
| ⊗ | NEW POLE TO REPLACE EXISTING POLE |
| ————— | EXISTING DISTRIBUTION LINE |
| ===== | NEW DISTRIBUTION LINE |
| ————— | EXISTING TRANSMISSION LINE |
| ===== | NEW TRANSMISSION LINE |
| ————— | NEW SECONDARY CONDUCTOR |
| ————— | RIGHT-OF-WAY LINE |
| ————— | PROPERTY LINE |
| ————— | LINE TO BE REMOVED |

| <div style="display: inline-block; border: 1px solid black; padding: 2px;"> SNOHOMISH COUNTY PUD <small>PUBLIC UTILITY DISTRICT NO. 17</small> </div> | | | | | | | | | | | |
|---|----------------------|--|--|-------|---------|-----|---------|--------|----------------------|--|-----------|
| LOCATION <u>ALONG 20TH AVE FROM POLE CABB-9 TO CABB-11</u> POLE NO <u>CABB-9 TO 10X</u> SE <u>1/4S 25</u> T <u>29</u> R <u>6</u> REASON FOR WORK <u>LAKE STEVENS</u> EXTENSION PROJECT | | AREA <u>SNOHOMISH</u> WO NO <u>100046195</u> TASK <u>0030</u> UGND NO <u>1111</u> SCALE <u>1"=100'</u> | | | | | | | | | |
| DATE WORK COMPLETED _____ FOREMAN _____ SUBSTATION <u>LAKE STEVENS</u> CIRCUIT NO <u>274</u> PHASE <u>1,2,3</u> | | ENGINEER <u>WHITEHEAD</u> PHONE <u>(425)783-4498</u> CELLULAR <u>(425)319-3660</u> | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> APPROVED & DATE PRINTED </div> | | <div style="border: 1px solid black; padding: 5px;"> FEES REQ'D <input type="checkbox"/> YES <input type="checkbox"/> NO PRIMARY OVERHEAD <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL LEO# _____ @ \$ _____ = \$ _____ </div> | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> PRIMARY UNDERGROUND <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL BASIC FEE \$ _____ LEU# <u>19</u> @ \$ _____ /' = \$ _____ </div> | | PERMITS (DATE GRANTED) <input type="checkbox"/> TREE TRIM _____ <input type="checkbox"/> STATE _____ <input type="checkbox"/> COUNTY _____ <input checked="" type="checkbox"/> CITY <u>Lk Stevens</u> <input type="checkbox"/> _____ | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> SECONDARY UNDERGROUND BASIC FEE \$ _____ @ \$ _____ /' = \$ _____ </div> | | EASEMENTS <input checked="" type="checkbox"/> REQUIRED E# _____ <input type="checkbox"/> NOT REQUIRED | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> UNDERGROUND PLAT BASIC FEE \$ _____ ENGINEERING _____ ¢ FT @ \$ _____ = \$ _____ PLAT CONSTRUCTION _____ ¢ FT @ \$ _____ = \$ _____ STREET LIGHTING _____ 17 ¢ FT @ \$ _____ 16 ¢ CROSSINGS _____ ¢ FT @ \$ _____ = \$ _____ </div> | | DATE SENT TO R/W _____ DATE APPROVED _____ | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> WORK IN RIGHT OF WAY <input type="checkbox"/> PRIMARY <input type="checkbox"/> SECONDARY ¢ FT @ \$ _____ = \$ _____ </div> | | FOREIGN CONTACTS <input checked="" type="checkbox"/> JPN# _____ <input type="checkbox"/> JOINT TRENCH FRONTIER & CATV <input type="checkbox"/> JOINT BORE FRONTIER & CATV <input type="checkbox"/> _____ | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> MISCELLANEOUS FEES VAULT \$ _____ PERMIT \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ </div> | | POLE STENCILING FROM _____ TO _____ TAKE OFF POLE _____ | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> TOTAL DUE \$ _____ </div> | | PRE-CONSTR REQUIREMENTS <input type="checkbox"/> TREE TRIM <input type="checkbox"/> PUD LOCATOR <input type="checkbox"/> BACKHOE <input type="checkbox"/> _____ <input checked="" type="checkbox"/> ONE CALL DATE _____ No. _____ | | | | | | | | | |
| DATE PAID _____ RECEIPT# _____ NEW SVCE APPLICATION# _____ | | STREET LIGHTING <input type="checkbox"/> YES <input type="checkbox"/> NO <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">READY</td> <td style="width: 50%; text-align: center;">PHASING</td> </tr> <tr> <td style="text-align: center;">GIS</td> <td style="text-align: center;">WORKING</td> </tr> <tr> <td style="text-align: center;">1 LINE</td> <td style="text-align: center;">FINISHED POLE / XEMR</td> </tr> <tr> <td style="text-align: center;"></td> <td style="text-align: center;">JOINT USE</td> </tr> </table> | | READY | PHASING | GIS | WORKING | 1 LINE | FINISHED POLE / XEMR | | JOINT USE |
| READY | PHASING | | | | | | | | | | |
| GIS | WORKING | | | | | | | | | | |
| 1 LINE | FINISHED POLE / XEMR | | | | | | | | | | |
| | JOINT USE | | | | | | | | | | |

FILE: Y:\WorkGroups\Transmission & Distribution\Whitehead\Commercial projects\Costco\Lake Stevens\91st Street Extension\91st Street current design\Final approved sketch for construction\91st street final design not approved for construction.dgn

EXHIBIT A

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: Jennifer Southard
Agent IV, Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

E-_____
WO#100054893 N# 10000091918

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Lake Stevens, a municipal corporation

Grantee: Public Utility District No. 1 of Snohomish County
Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber")

Short Legal Description: Ptn. of NW ¼, NE ¼, Sec. 25, Twp. 29, R. 5

Tax Parcel No: 00473400000400

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2020, by and between City of Lake Stevens, a municipal corporation ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber"). The Owner, District and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber") are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber") are collectively referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

**LOT 4, HILLSIDE HOMES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 24 OF PLATS, PAGE(S) 10, IN SNOHOMISH COUNTY, WASHINGTON.
EXCEPT THE NORTH 5 FEET, CONVEYED TO THE SNOHOMISH COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2173989.**

Situate in the County of SNOHOMISH, State of Washington

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

EXHIBIT A

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

All that Portion of Lot 4, plat of Hillside Homes recorded in book 24 of plats on page 10 described as a 20 foot strip of land lying 10 feet on each side of the following described line.

Commencing at the northwest corner of said Lot 4; Thence south 89 degrees 02 minutes 10 seconds west along the southerly right of way of 20th Ave SE a distance of 45 feet more or less to the centerline of an electrical powerline, now staked or existing in the field and the true point of beginning of said line; thence south 47 degrees 15 minutes west along said powerline 27 feet to the center of a power pole (CABB-10X) : thence north 85 degrees 30 minutes west along said powerline 16.5 feet more or less to the eastly right of way of 91st Street SE and the terminus of said line.

The sidelines of said easement shall extend to or terminate at the rights of way of 20th Ave SE and 91st Street SE

And a 10-foot strip of land lying five feet on each side of the following described line:

Beginning at power pole Cabb-10X now staked or existing in the field; Thence south 28 degrees east a distance along the centerline of a guy wire of 25 feet to the terminus of said line.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole

EXHIBIT A

opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

OWNER(S):
City of Lake Stevens

By: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington
County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the _____ of City of Lake Stevens to be the free and
voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 2020.

(Seal or Stamp)

Signature of _____
Notary Public _____
Print Name: _____
Residing at: _____

My appointment expires _____

EXHIBIT A

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

| | | |
|--|--|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) PUD NO 1 OF SNOHOMISH COUNTY PO BOX H EVERETT, WA 98206 |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|--|--|--|
| Social security number | | | | | | | | | | | | |
| | | | | - | | | | - | | | | |
| or | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

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Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: January 5, 2021

Subject: Board & Commission Liaisons and Committee Assignments for 2021

| | | | |
|---------------------------|--|----------------|------------|
| Contact | Brett Gailey, Mayor | Budget | |
| Person/Department: | <u>Gene Brazel, City Administrator</u> | Impact: | <u>N/A</u> |

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: For discussion

SUMMARY/BACKGROUND: In their role as elected officials Councilmembers are asked to participate as liaisons to the City's various boards and commissions, as well as to represent the City on/at various local and regional meetings.

As a liaison to a board or commission councilmembers receive the agenda and any support material for the upcoming meeting and attend the regularly scheduled meetings of the assigned board or commission.

The liaison's role is as an observer and not an active participant on the board or commission. The liaison may provide updates to the board or commission on City activities as well as report back to the Council on actions and activities of their assigned board or commission. Participation as a liaison is guided by Council Rules of Procedure Section 19, paragraph 19.3.

Councilmembers may also be assigned in a representative capacity to attend local or regional agency meetings. Representation at these meetings is as a representative of the City and as such, Councilmembers may comment and/or participate in a representative capacity and not in a personal capacity. Participation is guided by the Council Rules of Procedure, Section 14.

Attached for reference is the chart of liaisons and representatives for 2020.

APPLICABLE CITY POLICIES: City Council Rules of Procedure

BUDGET IMPACT: N/A

ATTACHMENTS:

➤ 2020 Liaison Chart

LIAISONS TO BOARDS/COMMISSIONS & COMMITTEE ASSIGNMENTS – 2020

| Board/Commission | Date | Time | Location | Council/City Liaison | Alternate |
|---|--|------------------------|--|-----------------------------------|--------------------------------|
| Affordable Housing Alliance | As needed, approximately every other month | | Jackson House, 1818 Pacific Avenue, Everett | Jorstad | Dickinson |
| Chamber of Commerce Board | 1 st Tuesday | 9:00 a.m. – 11:00 a.m. | Sherwood Community Services | Tageant | Dickinson |
| Community Transit | 1 st Thursday | 3:00 p.m. | CT Board Room 7100 Hardeson Rd, Everett | Daughtry (11/26/19) | |
| Department of Emergency Management | 2 nd Tuesday of 2 nd month of the quarter at 1pm | | DEM Offices – Everett | Frederick | Jorstad |
| Economic Alliance | | | | Tageant | Daughtry |
| Fire District #7 www.snofire7.org | 2 nd & 4 th Thursday | 5:30 p.m. | Station 31 Training Room, 163 Village Court, Monroe | Frederick | Brazel |
| Health District Board | 2 nd Tuesday every other month (3 rd Tuesday in January) | 3:00-5:00 p.m. | | Jorstad | Ewing |
| Historical Society | 4 th Tuesday | 1:00-3:00 p.m. | Museum Conference Room | Dickinson | Brazel |
| Library Board | 3 rd Thursday (Quarterly) | 4:30 p.m. | Museum Conference Room | Dickinson | Ewing |
| Park Board | 2 nd Monday each month | 6:00 p.m. | Community Center | Tageant | Frederick |
| Planning Commission | 1 st Wednesday monthly and 3 rd Wednesday if needed | 7:00 p.m. | Community Center | Petershagen | Ewing |
| Veterans Commission | 1 st Monday monthly | 7:00 p.m. | Fire Station 82 Conf. Room | Frederick | |
| Retreat Committee | As needed | | | Council President | Council VP |
| Council Appointees to Board & Commission Interview Panel (2 appointees to sit on panel with Council Liaison) | As needed | | | Daughtry/Ewing | |
| SCCIT (Snohomish County Committee for Improved Transportation) CALL IN OPTION: 1-760-569-7171; Pass Code: 420-814-114# | 4 th Tuesday | 7:30-9:00 a.m. | EASC Office, 808 134 th St SW, Ste 101, Everett | Daughtry | Petershagen |
| Senior Board | 2 nd Monday | 10:00 a.m. | Senior Center | Dickinson | Daughtry |
| Sewer Utility Subcommittee | 4 th Tuesday | 4:00 p.m. | Sewer District Office | Tageant/Petershagen/Gailey | |
| Sewer Commission Board Meeting | 2 nd & 4 th Thursday | 9:00 a.m. | Sewer District Office | Petershagen | Tageant |
| Snohomish Co. Tomorrow – Steering Committee | 4 th Wednesday | 6:00 p.m. – 8 p.m. | Robert J. Drewel Building (Snohomish County Admin) | Mayor / City Administrator-Backup | Council President / VP- Backup |
| Solid Waste Advisory Committee | | | | Durpos/Frederick | Tageant |
| SCC | | | | All | |
| AWC/NLC | | | | All | |