



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

CITY COUNCIL REGULAR MEETING AGENDA REMOTE ACCESS ONLY – VIA ZOOM

Tuesday, February 23, 2021 – 6:00 p.m.

**Join Zoom Meeting: <https://us02web.zoom.us/j/89589379326>
(253) 215-8782, Meeting ID 89589379326**

CALL TO ORDER		Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		City Clerk
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		Mayor
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		Mayor
GUEST BUSINESS	a Pandemic Update from Snohomish Health District	Heather Thomas, Public and Gov't Affairs Manager
CITY DEPARTMENT REPORT	Update	Gene
CONSENT AGENDA	b Vouchers	Barb
	c City Council Meeting Minutes of February 9, 2021	Kelly
	d Farmers Contract with Mockingjay Press	Dawn
	e ILA with Snohomish County for Frontier Heights Park	Jill M.
	f ILA with Snohomish County for Centennial Trail Connection	Jill M.
	g First Addendum to Sno-Isle Library Annexation Agreement	Gene
	h Washington State Parks Marine Program Interagency Agreement	Chief

Lake Stevens City Council Regular Meeting Agenda

February 23, 2021

	i	Ordinance 1111 - Code Amendments to 2.56.020 for a 9 Member Park Board	Jill M.
	j	Appointments to the Library Board	Kelly
	k	Recreation Contract with Skyhawks	Jill M.
PUBLIC HEARING	l	2021 Comprehensive Plan Docket	David
ACTION ITEMS	m	Ordinance 1094 to Annex the Machias Industrial Area	Russ
	n	Resolution 2021-03 Fees	Russ
EXECUTIVE SESSION (Confidential Session)	o	Potential Litigation or Litigation per RCW 42.30.110 (1) (i)	

Action may immediately follow the Executive Session.

ADJOURN

THE PUBLIC IS INVITED TO ATTEND

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE: All proceedings of this meeting are recorded, except Executive Sessions.

Resiliency & Recovery for a Healthy, Thriving Community

City of Lake Stevens Presentation
Heather Thomas, Public & Government Affairs Manager
Snohomish Health District



2020 in REVIEW (NON-COVID)

Rebuilding the Agency

- ✓ Online service delivery
- ✓ IT infrastructure
- ✓ Rucker Building improvements
- ✓ Transparency and accountability
 - ClearGov

Public Health Activities Continue



4,500+

Inspections on
restaurants,
grocery stores,
espresso stands,
caterers and
mobile food
vehicles



1,000+

Complaints
addressed (food,
pools, septic and
solid waste)



~500

Permits for pools
and spas that we
routinely inspect



200+

Public and
private schools
with kitchen
permits and
required safety
inspections

In Your Community

- ✓ 138 annual food establishment permits, 4 temporary food inspections, and 58 routine food inspections
- ✓ Followed up on 45 complaints involving food establishments
- ✓ 84 child care providers received consultations through Child Care Health Outreach program, and 169 continuing education courses completed by providers in or from Lake Stevens.
- ✓ Vaccine preventable disease program performed 11 follow-ups to support regulatory requirements and quality insurance goals in Lake Stevens clinics
- ✓ Supported Lake Stevens families with babies who are at risk of getting Hepatitis B
- ✓ Tested more than 2,500 Lake Stevens residents at our community-based COVID testing events

COVID-19 RESPONSE

Web Resources (www.snohd.org/covid)

CORONAVIRUS INFORMATION

The Snohomish Health District is tracking COVID-19 carefully and working with the community to reduce the impacts of this virus. We can all help fight this pandemic by staying informed and prepared. This is an evolving situation, and these web pages are updated frequently. To reach the Snohomish Health District's COVID-19 call center, call 425-339-5278.

Please click the topic buttons below for more information.



Case Counts and Data



Drive-Thru Testing



COVID-19 Health Info



COVID Vaccine



WA Notify App



News and Briefings



Schools/Child Care



Businesses/Organizations



Healthcare Providers



At-Risk Populations



FAQ



Language Resources



Posters for Download

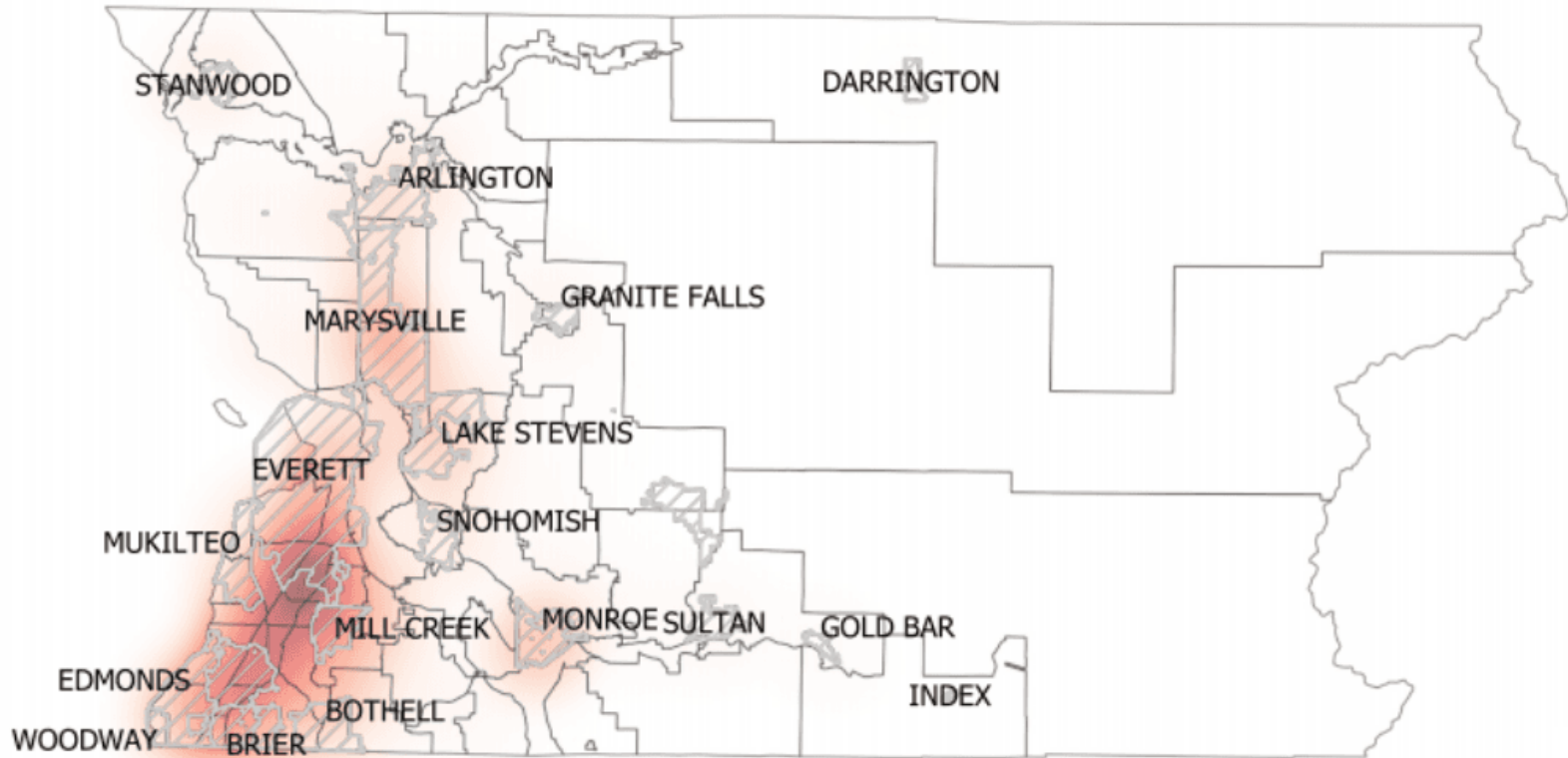


State Guidance



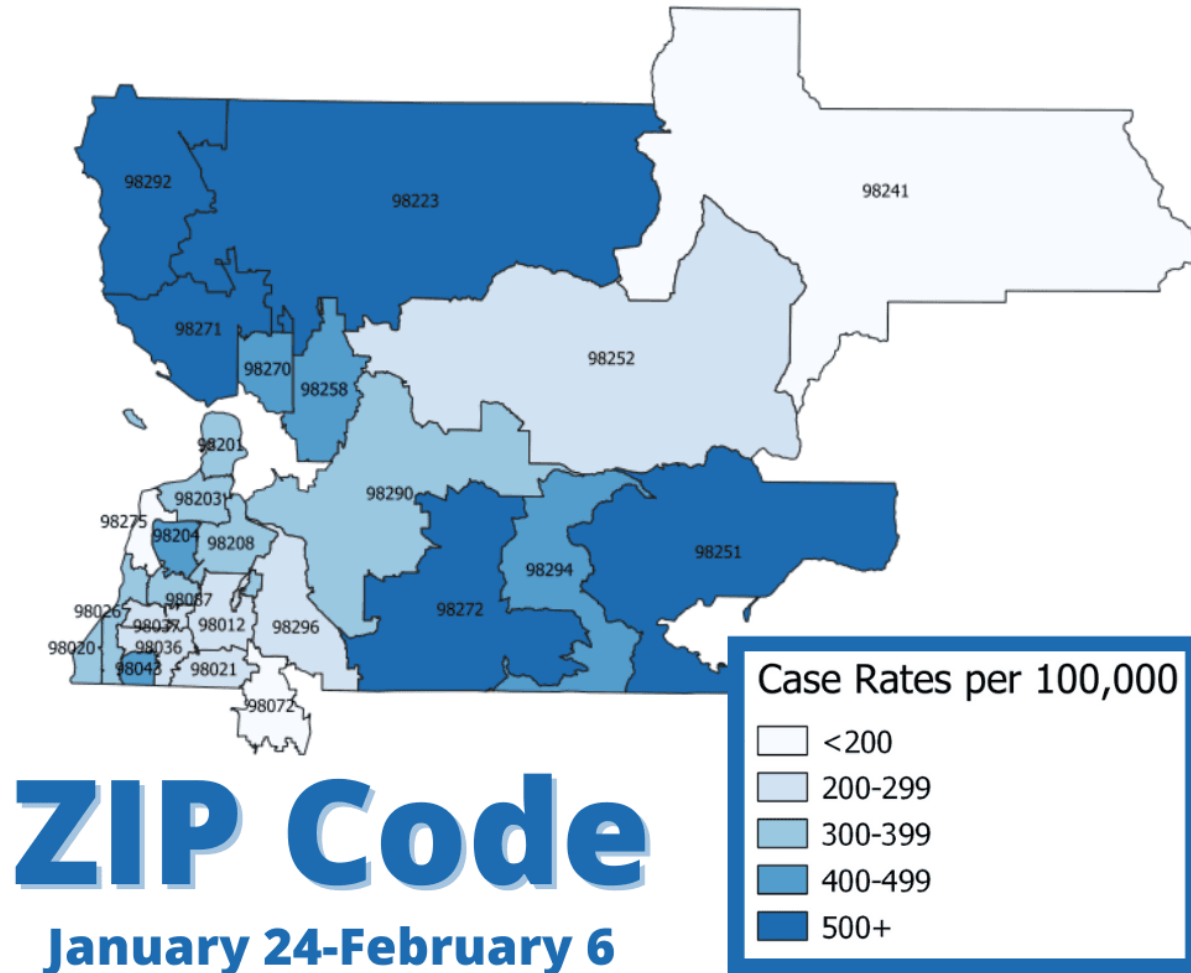
Long-Term Care Facilities

COVID-19 Heat Map--Cumulative



Through February 6, 2021

Rate by Zip Code for 2-week Period



Through February 6, 2021

COVID-19 Looking Ahead

- Healthcare System
 - Continue work with hospitals, LTCFs, DSHS, and other resources to improve flow through the discharge system
- Disease Prevention & Containment
 - Continue testing, case, contact and outbreak investigations
 - Support schools in implementing statewide guidance
- Vaccine
 - Work with Vaccine Taskforce to increase supply to meet capacity
 - Develop reporting information on demographics, etc.
 - Collaborate with partners to increase access for underserved
 - Continue to follow prioritization in vaccination phases

COVID-19 Vaccine Dashboard

	Total first doses received (weeks 1-9)	Total second doses received (weeks 4-9)	No. of approved providers that received vaccine	Number of first doses administered*	Number of second doses administered	Increase in all doses administered since last week	Expected first dose allocation for week 10	Expected second dose allocation for week 10	Total number of approved providers
Moderna	71,200	41,200	63	57,757	13,799	2,409	3,900	18,500	91
Pfizer	16,575	5,850	2	19,120	4,617	7,193	1,200	0	4
Total	87,775	47,050	64	76,877	18,416	9,602	5,100	18,500	93

**Note: These numbers are preliminary based on what has been entered into the Washington Immunization Information System (WAIIS).*

Does not include federal-pharmacy partnership addressing nursing homes and assisted living facilities

February 13, 2021

**Moving
FORWARD**

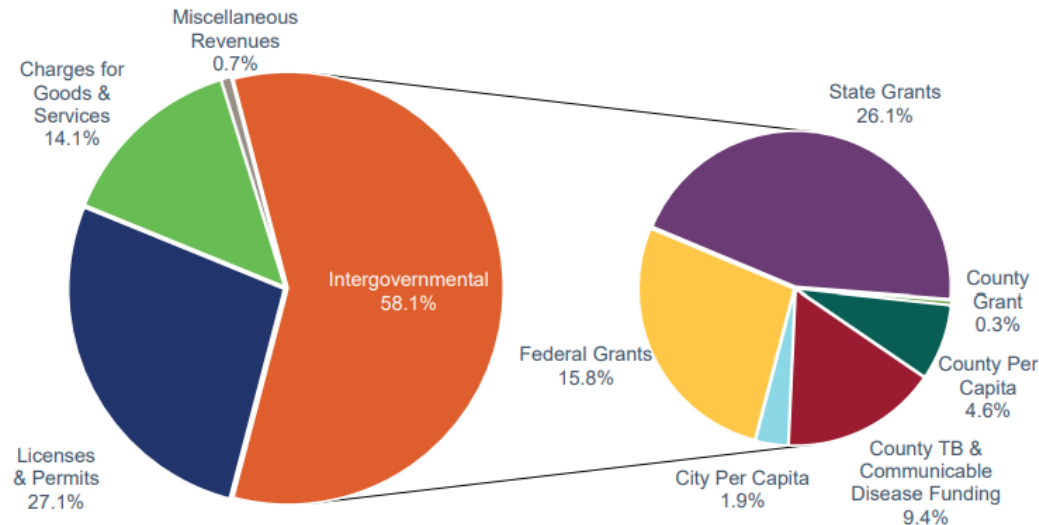
Implementing Our Strategic Plan

- Reduce the rate of communicable disease and other notifiable conditions
- Prevent or reduce chronic diseases and injuries
- Provide high-quality environmental health services
- Improve maternal, child, and family health outcomes
- Provide legally required vital records
- Address ongoing, critical public health issues
- Support increased access to medical, oral, and mental health care
- Build a more sustainable organization

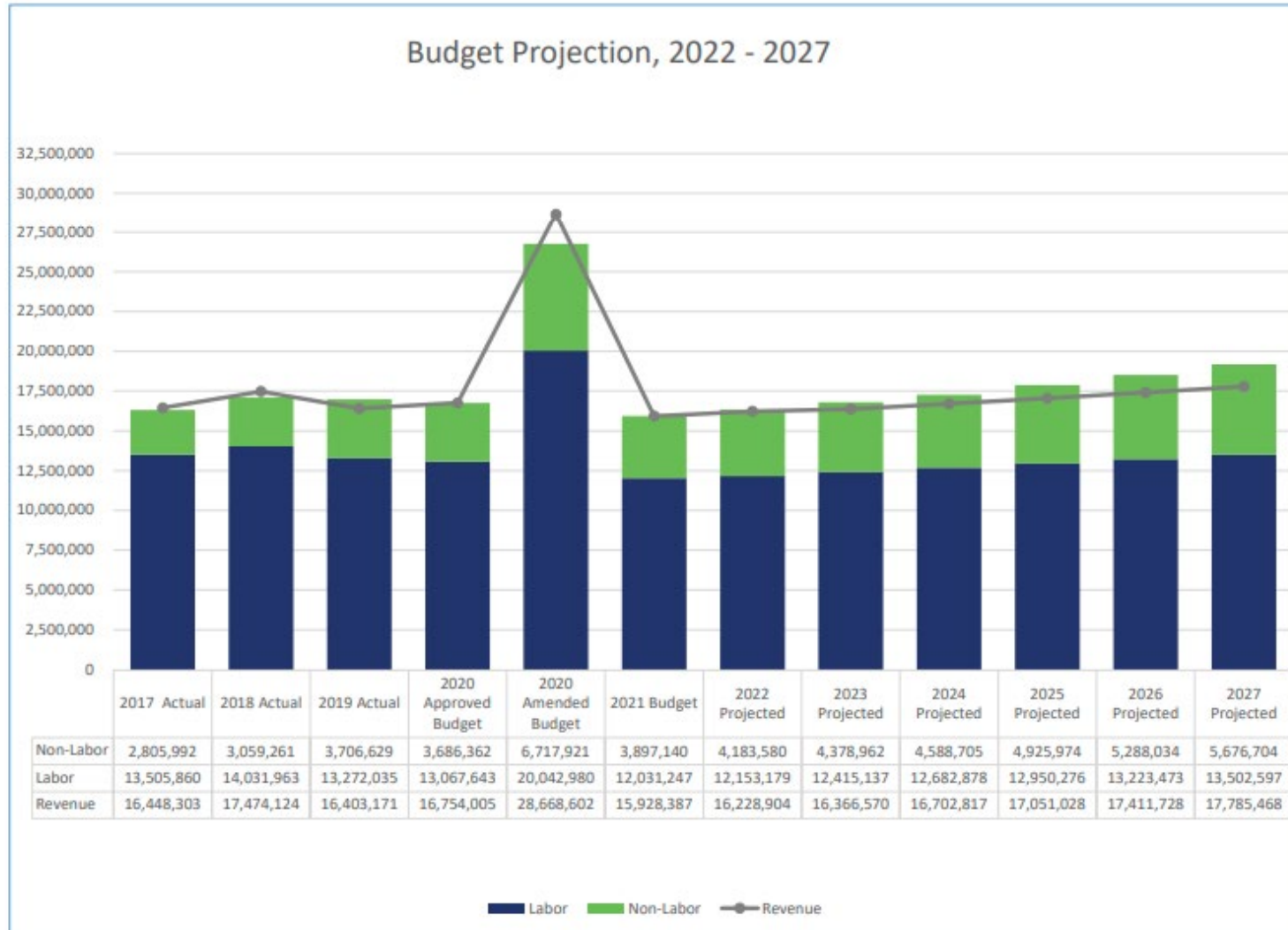
Projected Revenues

	2017 Actual	2018 Actual	2019 Actual	2020 Amended Budget	2021 Proposed Budget
Licenses & Permits	3,860,426	4,008,199	3,787,452	3,577,892	4,314,297
Intergovernmental Revenue	10,147,984	11,046,367	9,913,452	22,383,413	9,260,321
Charges for Goods & Services	2,140,985	1,838,729	2,578,610	2,449,479	2,239,463
Miscellaneous Revenues	<u>298,909</u>	<u>580,829</u>	<u>401,213</u>	<u>257,818</u>	<u>114,557</u>
	16,448,304	17,474,124	16,680,727	28,668,602	15,928,387

2021 Budgeted Revenue By Source



Updated Six-Year Forecast



Looking Ahead

- ✓ COVID Funding - continue engaging with federal delegation and local partners to ensure extended & expanded
- ✓ Sustainable Funding - while 2021-2025 are fairly stable, current trends would leave the District with an inadequate total fund balance to cover reserves starting in 2026.
- ✓ Increased Revenue – finalizing renovations to lease out space in Rucker Building; hiring grant coordinator; Sound Foundation for Public Health getting up and running.

Sound Foundation for Public Health

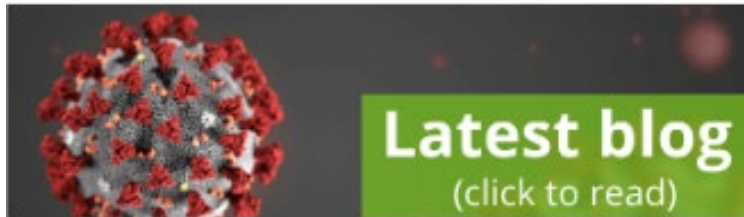


- New Foundation board members selected
- Anticipate filing paperwork in Q1
- Finalizing MOU between Foundation and Health District

Purpose: To provide support for priorities identified in community health assessments, community health improvement plans, and/or emerging public health issues in Snohomish County.

Stay in touch

Blog & Newsletters



Sign up for our blog, newsletters, alerts and more at www.snohd.org/NotifyMe

Social Media

Follow us on Facebook, Twitter, YouTube, and Instagram



Thank you

contact information

For more info, please contact:

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Administrative Officer

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SFrederick@snohd.org

Heather Thomas

Public & Gov't Affairs Manager

425.339.8788

HThomas@snohd.org

BLANKET VOUCHER APPROVAL
2021

Payroll Direct Deposits	2/10/2021	\$274,690.97
Payroll Checks	52461-52462	\$3,690.16
Electronic Funds Transfers	ACH	\$344,287.88
Claims	52463-52469, 52470-52583	\$1,451,692.00
Void Checks	52364-52365, 52572	(\$567.72)
Total Vouchers Approved:		\$2,073,793.29

This 23rd day of February 2021

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer

Mayor

February 23rd, 2021



City Expenditures by Type on this voucher packet

Personnel Costs	\$	278,381	13%
Payroll Federal Taxes	\$	102,393	5%
Retirement Benefits - Employer	\$	65,282	3%
Medical Benefits - Employer	\$	158,799	8%
Other Employer paid Benefits	\$	6,928	0%
Employee paid benefits - By Payroll	\$	23,492	1%
Supplies	\$	28,339	1%
Professional Services	\$	273,085	13%
Intergovernmental	\$	-	0%
Capital *	\$	1,115,042	54%
Debt Payments	\$	22,618	1%
Void Check	\$	(568)	0.0%
Total	\$	2,073,793	100%

Large Purchases

- * Furniture New Police Station - \$312,985
- * 20th Street SE Phase II - Segment 1 - \$292,004
- * Hartford Decant Facility - \$155,101
- * (3) 2021 Ford Police Interceptor AWD - \$155,439
- * Civic Center Consultant Services - \$29,139



Total for Period
\$1,795,979.88

Checks to be approved for period 02/04/2021 - 02/17/2021

Vendor: Ace Hardware
Check Number: 52470

Invoice No	Check Date	Account Number	Account Name	Description	Amount
68772	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$0.75
68773	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$0.72
68792	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Clear Poly Film	\$54.49
68885	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Robe Hook/Fasteners	\$46.89
68886	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$10.68
68888	2/17/2021	001 008 521 50 30 01	LE-Facilities Minor Equipment	Ext Cord/Light Bulbs/Dust Pan/Broom	\$89.88
68891	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Credit Robe Hook	(\$37.04)
68892	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Fasteners/Super Glue/Bits	\$13.70
68893	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Couplers/Pipe Valves/Hose Barb/Paracord/Container Mixer	\$56.97
68898	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Bits	\$14.16
68899	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Primer/Paint/Kerosene	\$181.93
68903	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Paint/Primer	\$35.96
68915	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Fasteners	\$10.36
68918	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Putty Knife/Spackle	\$15.24
68935	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Sanding Sponge/Paper/Keys	\$49.99
68983	2/17/2021	001 008 521 50 30 00	LE-Facilities Supplies	Fasteners	\$1.44
69014	2/17/2021	001 008 521 50 30 00	LE-Facilities Supplies	Gas Can/Nail Repair Patch Kit/Sandsponge	\$36.59
					\$582.71

Vendor: AFLAC
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,248.72
					\$1,248.72

Vendor: Amazon Capital Services
Check Number: 52471

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13FM-GLJR-6H9P	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Dewalt Air Compressor	\$304.11
13LG-FRK3-J9MN	2/17/2021	001 008 521 20 31 00	LE-Office Supplies	Restroom Sign/Dry Erase Markers	\$69.01
14JG-RFVD-FLMF	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Articulating TV Wall Mount Bracket/Polypropylene Webbing	\$103.32
1DRR-DG9Q-KFW7	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	First Aid Kit Supplies	\$671.49
1G1T-M6ML-76RT	2/17/2021	001 008 521 50 30 00	LE-Facilities Supplies	Hose/Hose Reel/Car Wash Supplies/Signs/Extension Pole	\$503.92
1MXR-LGV-9YG7	2/17/2021	001 008 521 20 31 00	LE-Office Supplies	American Flags	\$152.58
1VHY-HM6X-P1TT	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Samsung Smart TV/Magnetic Mic	\$689.81
1VLW-GCMJ-7KPD	2/17/2021	001 008 521 20 31 00	LE-Office Supplies	ID Maker Printer/PVC Cards	\$174.01
1WMT-R3HG-6PDV	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Open Reel Fiberglass Tape Measures	\$181.05
1XCC-4777-KGVG	2/17/2021	001 008 521 50 30 00	LE-Facilities Supplies	Privacy Window Film/Articulation TV Wall Mount	\$67.53
1YMR-W91C-9JCJ	2/17/2021	001 008 521 30 31 00	LE-Community Outreach Supplies	Wrapping Tissue Paper/Curling Ribbon/Gift Bags	\$36.07
					\$2,952.90

Vendor: Amazon Capital Services

Check Number: 52472

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16FW-PLVL-V1GQ	2/17/2021	001 002 513 11 31 00	AD-Office Supply	Pen Refills	\$20.65
1N4C-Y3TJ-97JG	2/17/2021	001 007 558 50 31 00	PL-Office Supplies	Notebooks	\$21.56
1N4C-Y3TJ-97JG	2/17/2021	001 007 571 00 30 00	PL-Park & Recreation	DSLR Camera/Tripod & Mount	\$1,011.39
1N4C-Y3TJ-97JG	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Waders/Trap Dye/Trap Setters	\$231.55
1N4C-Y3TJ-97JG	2/17/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Boot Covers	\$19.27
1VQV-Q6H3-HKNT	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Credit Waders	(\$64.30)
					\$1,240.12

Vendor: American West Construction LLC

Check Number: 52473

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 1 AWC	2/17/2021	101 000 382 20 00 00	PW - Retainage	PW Shop Remodel Project 18003 Retainage	(\$752.94)
PROGRESS 1 AWC	2/17/2021	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Remodel Project 18003	\$8,207.02
PROGRESS 1 AWC	2/17/2021	411 016 594 31 60 01	SWC - PW Shop Remodel	PW Shop Remodel Project 18003	\$16,414.01
PROGRESS 1 AWC	2/17/2021	001 000 382 20 00 00	Retainage	PW Shop Remodel Project 18003 Retainage	(\$376.47)
PROGRESS 1 AWC	2/17/2021	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Remodel Project 18003	\$16,414.01
PROGRESS 1 AWC	2/17/2021	411 000 382 20 00 00	Retainage	PW Shop Remodel Project 18003 Retainage	(\$752.94)
					\$39,152.69

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$158,798.83
021021	2/10/2021	001 008 521 20 20 00	LE-Benefits	Medical Insurance Premium	(\$7.29)
021021	2/10/2021	101 016 542 30 20 00	ST-Benefits	Medical Insurance Premium	\$1,044.15
021021	2/10/2021	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	\$231.35
021021	2/10/2021	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium	\$1,044.14
					\$161,111.18

Vendor: Bernethy

Check Number: 52474

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012021 BERNETHY	2/17/2021	001 000 341 81 00 02	Duplicating Srv - Laminate	Refund CPL Lamination Fee - Bernethy, Tom	\$5.34
					\$5.34

Vendor: Bills Blueprint Inc

Check Number: 52475

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-002451	2/17/2021	001 007 558 50 49 00	PL-Miscellaneous	Finance Charge Inv #617611	\$1.00
617611	2/17/2021	001 007 558 50 41 00	PL-Professional Servic	LUA2018-0067 Minimum Charge Zone 4	\$21.80
					\$22.80

Vendor: Bliven

Check Number: 52476

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20311	2/17/2021	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal Services - 3211 Lake Dr	\$3,270.00
20312	2/17/2021	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal Services - 12301 20th St NE	\$1,962.00
					\$5,232.00

Vendor: Blue to Gold LLC

Check Number: 52477

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MAR-21-IGS0007	2/17/2021	001 008 521 40 49 01	LE-Registration Fees	Registration Adv Search & Seizure/Traffic Stops - Aukerman	\$318.00
MAR-21-IGS0008	2/17/2021	001 008 521 40 49 01	LE-Registration Fees	Registration Search/Seizure/Traffic Stops/Investigations -Bryant	\$379.00
					\$697.00

Vendor: Business Card

Check Number: 52478

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BARNES 0221	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	License & Registration New PD Vehicles	\$126.18
BARNES 0221	2/17/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - Investigating Drug Facilitated Assault - Bassett	\$39.00
BARNES 0221	2/17/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Dover Elevator Keys	\$30.16
BARNES 0221	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	License & Registration New PD Vehicles PT-21-95	\$63.50
BEAZIZO 0221	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hang Rod Kit/Hang Track/Closet Accessories	\$245.92
BRAZEL 0221	2/17/2021	410 016 531 10 32 00	SW-Fuel	Fuel	\$80.50
BRAZEL 0221	2/17/2021	410 016 531 10 32 00	SW-Fuel	Fuel	\$77.00
BRAZEL 0221	2/17/2021	411 016 594 31 60 08	Capital Equipment	Excavator Rake Attachment - Outfall Cleaning	\$5,164.80
BROOKS 0221	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Tactical Pants - Brooks	\$186.08
BROOKS 0221	2/17/2021	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dry Dog Food - Jan	\$54.49
BROOKS 0221	2/17/2021	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dry Dog Food - Feb	\$54.49
BROOKS 0221	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Tactical Boots - Brooks	\$118.57
CHELIN 0221	2/17/2021	001 004 514 23 42 00	FI-Communications	Postage - Mail 1099's to IRS	\$26.35
CHELIN 0221	2/17/2021	001 004 514 23 42 00	FI-Communications	Postage - Mail 1099's to IRS	\$29.20
CHELIN 0221	2/17/2021	001 001 513 10 49 05	Executive - Board/Staff Apprec	LS Embroidered Jackets - Council	\$500.00
CHELIN 0221	2/17/2021	001 004 514 23 42 00	FI-Communications	Postage - Mail 1099's to IRS	\$2.85
CHELIN 0221	2/17/2021	001 013 518 20 41 00	GG-Professional Service	Zoom - Standard Monthly/Webinar 02-2021	\$261.49
CHELIN 0221	2/17/2021	001 001 511 60 49 01	Legislative - Prof. Developmen	Registration - 2021 NLC Conf - Dickinson	\$150.00
CHELIN 0221	2/17/2021	001 005 518 10 49 02	HR-Employee Recognition	LS Embroidered Jackets	\$227.94
CHELIN 0221	2/17/2021	001 001 511 60 49 02	Legislative - C.C.Retreat	Council Retreat Snacks	\$62.64
CHELIN 0221	2/17/2021	001 005 518 10 49 00	HR-Miscellaneous	Lean Training Snacks	\$36.89
DREHER 0221	2/17/2021	001 008 521 20 31 02	LE-Minor Equipment	Steel Pegboard Riser	\$98.20
DREHER 0221	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Diamond Tread Aluminum Sheet/Wire Drawer Pull	\$67.28
DREHER 0221	2/17/2021	001 008 521 20 31 00	LE-Office Supplies	TV's & Wall Mounts	\$1,373.36
DREHER 0221	2/17/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Training Nashville - Starkenburg	\$229.35
DREHER 0221	2/17/2021	001 008 521 50 30 02	LE-Fleet Minor Equipment	Hooks/Bucket/Wall Plates	\$70.15
DREHER 0221	2/17/2021	001 008 521 20 31 00	LE-Office Supplies	Storage Containers	\$19.75
DREHER 0221	2/17/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Diamond Tread Aluminum Sheet	\$43.55
DREHER 0221	2/17/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Plastic Drawer Parts Cabinet	\$65.07
DREHER 0221	2/17/2021	001 008 521 20 31 02	LE-Minor Equipment	Cleaning Supplies/Food Scoop/Hooks	\$104.63
DREHER 0221	2/17/2021	001 008 521 50 30 02	LE-Fleet Minor Equipment	Visual Cylinder Inspection	\$27.42
DREHER 0221	2/17/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Glass & Door	\$959.44
DREHER 0221	2/17/2021	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels	\$63.44
DREHER 0221	2/17/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	CAB Finish Lite Kits	\$1,258.95
DREHER 0221	2/17/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Refund Diamond Tread Aluminum Sheet	(\$43.55)
DURPOS 0221	2/17/2021	410 016 531 10 49 01	SW-Staff Development	2021 Waterworks Renewal - Durpos	\$42.00
DURPOS 0221	2/17/2021	302 010 594 76 61 07	PM - Festival Street	PS Clean Air Permit 12308 17th Pl NE	\$65.00
DURPOS 0221	2/17/2021	410 016 531 10 49 01	SW-Staff Development	Registration - CESCL - Mangold	\$750.00
DYER 0221	2/17/2021	001 008 521 20 31 02	LE-Minor Equipment	Combination Locks/Master Keys/Lockers	\$598.12

ESHLEMAN 0121	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Brass Female NPT to Male NH (Hex)	\$245.76
ESHLEMAN 0121	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Official Geocache Stickers	\$15.96
ESHLEMAN 0121	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Red River Pebbles	\$78.70
ESHLEMAN 0221	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	LNI Electrical Work Permit - 2306 131st Ave NE	\$90.30
ESHLEMAN 0221	2/17/2021	101 016 542 66 31 00	ST-Snow & Ice - Sply	Hydraulic Valves	\$291.40
ESHLEMAN 0221	2/17/2021	112 012 594 73 63 00	Art - Public Art Acquisition	Sandblasted/Prepped/Powder Coated Jail Door	\$514.35
ESHLEMAN 0221	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	LNI Electrical Work Permit - 2306 131st Ave NE	\$39.50
ESHLEMAN 0221	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	LNI Electrical Work Permit - 2306 131st Ave NE	\$39.50
ESHLEMAN 0221	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	LNI Electrical Work Permit - 2306 131st Ave NE	\$90.30
ESHLEMAN 1120	2/17/2021	410 016 531 10 49 01	SW-Staff Development	Erosion & Sediment Lead Certification Training - Connolly B	\$250.00
ESHLEMAN 1220	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Electrical Starter PW12	\$227.70
ESHLEMAN 1220	2/17/2021	410 016 531 10 49 01	SW-Staff Development	WA State Flagger Handbooks & Cards - Evans	\$124.09
ESHLEMAN 1220	2/17/2021	001 010 576 80 49 01	PK-Staff Development	Registration - WSDA Pesticide License - Young K	\$33.99
ESHLEMAN 1220	2/17/2021	001 010 576 80 45 00	PK-Equipment Rental	Refund - Manlift Rental 2020	(\$1,330.44)
ESHLEMAN 1220	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Tri-Starter w/Hem	\$30.62
ESHLEMAN 1220	2/17/2021	001 010 576 80 49 01	PK-Staff Development	WA State Flagger Handbooks & Cards - Evans	\$124.10
MINER 0221	2/17/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Parking Fee Seattle - Major Crimes	\$0.25
STEVENS B 0221	2/17/2021	001 013 518 20 49 00	GG-Miscellaneous	Annual Costco Membership	\$120.00
STEVENS T 0221	2/17/2021	001 006 518 80 31 00	IT-Office Supplies	Power Strips for The Mill	\$127.76
STEVENS T 0221	2/17/2021	001 006 518 80 49 01	IT-Staff Development	Registration - ACCIS Membership	\$75.00
STEVENS T 0221	2/17/2021	510 006 518 80 49 02	LR - Quest Kace Patch Mgmt	Lansweeper Annual	\$806.60
STEVENS T 0221	2/17/2021	510 006 518 80 49 16	LR - GoDaddy SSL - 3 yr	GoDaddy Standard Wildcard SSL Renewal	\$369.99
UBERT 0221	2/17/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - 2021 NAGARA Winter Forum - Ubert	\$49.00
UBERT 0221	2/17/2021	001 008 521 20 49 00	LE-Dues & Memberships	GARA Certificate Application - LeBlanc	\$50.00
UBERT 0221	2/17/2021	001 008 521 20 49 00	LE-Dues & Memberships	NAGARA Membership (5) PD Records Clerks	\$350.00
UBERT 0221	2/17/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - 2021 NAGARA Winter Forum - Starkenburg	\$49.00
UBERT 0221	2/17/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - 2021 NAGARA Winter Forum - LeBlanc	\$99.00
WARRINGTON 0221	2/17/2021	001 005 518 10 49 00	HR-Miscellaneous	Coffee for Lean Training	\$49.60
WARRINGTON 0221	2/17/2021	001 005 518 10 49 00	HR-Miscellaneous	Coffee for Lean Training	\$62.00
WARRINGTON 0221	2/17/2021	001 005 518 10 49 00	HR-Miscellaneous	Snacks for Lean Training	\$31.84
WRIGHT 0221	2/17/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - 131st Ave NE LUA2020-0173/0174	\$20.75
WRIGHT 0221	2/17/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - LUA2021-0009	\$13.95
WRIGHT 0221	2/17/2021	001 007 558 50 41 00	PL-Professional Servic	SketchUp Pro Annual Subscription	\$330.10
WRIGHT 0221	2/17/2021	001 007 571 00 30 00	PL-Park & Recreation	Postcard Mailers - Knutson LUA2020-0192	\$11.70
WRIGHT 0221	2/17/2021	001 007 571 00 30 00	PL-Park & Recreation	Postcard Mailers - Sherwood LUA2020-0194/195	\$36.90
					\$16,849.48

Vendor: CDW Government Inc
Check Number: 52479

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6665988	2/17/2021	510 006 518 80 49 08	LR - TrendMicro Antivirus	Trend Antivirus	\$323.73
6675345	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Pro-Audio XLR	\$12.30
6707292	2/17/2021	510 006 518 80 49 14	LR - Barracuda Email Archive	Barracuda Archive	\$8,689.57
6738080	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Axid Recessed Mounts/Telescopic Parapet Mounts	\$2,465.58
6741551	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Sielded Plen Speaker Wires	\$277.95
7279283	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Ceiling Speaker Drop-In	\$91.56
7398164	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Network Audio Bridge	\$227.32
					\$12,088.01

Vendor: Central Welding Supply Co Inc
Check Number: 52480

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RN01210969	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Argon Gas/Propane	\$33.21
					\$33.21

Vendor: Chinook Lumber Inc
Check Number: 52481

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1714419	2/17/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Sheathing	\$1,317.75
1714767	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Drywall	\$138.03
1714767	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Drywall	\$138.03
1714767	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Drywall	\$138.03
					\$1,731.84

Vendor: Cintas Loc 460
Check Number: 52482

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4075029054	2/17/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$97.36
4075029054	2/17/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$97.37
4075029054	2/17/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$97.37
4075694640	2/17/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$97.37
4075694640	2/17/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$97.36
4075694640	2/17/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$97.37
					\$584.20

Vendor: City of Everett
Check Number: 52483

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I21000733	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$132.00
I21000767	2/17/2021	001 008 554 30 41 00	LE - Animal Control	Animal Control Services Dec 2020	\$205.00
					\$337.00

Vendor: City of Marysville
Check Number: 52484

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LKS21-001	2/17/2021	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations 01-2021	\$11,330.59
POLIN 20-0087	2/17/2021	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCSO Video Court Dec 2020	\$1,835.24
					\$13,165.83

Vendor: Civicplus Inc
Check Number: 52485

Invoice No	Check Date	Account Number	Account Name	Description	Amount
208736	2/17/2021	510 006 518 80 49 07	LR - Civic Plus Website	LS Police Website Annual Hosting/Support	\$790.08
					\$790.08

Vendor: Columbia Ford Inc
Check Number: 52486

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3-M152 K443	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	2021 Ford Police Interceptor AWD	\$51,813.03
3-M153 K444	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	2021 Ford Police Interceptor AWD	\$51,813.04
3-M154 K445	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	2021 Ford Police Interceptor AWD	\$51,813.03
3-M155 K446	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	2021 Ford Transit Connect Mini Passanger Van	\$29,506.48
					\$184,945.58

Vendor: Comcast
Check Number: 52487

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0121 COMCAST	2/17/2021	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$146.19
0121 COMCAST	2/17/2021	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$155.01
0121 COMCAST	2/17/2021	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
					\$437.39

Vendor: Comdata Inc
Check Number: 52488

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20351303	2/17/2021	001 008 521 20 32 00	LE-Fuel	PD Fuel	\$1,571.15
					\$1,571.15

Vendor: Cory De Jong and Sons Inc
Check Number: 52489

Invoice No	Check Date	Account Number	Account Name	Description	Amount
M308305	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	All Purpose Soil - 83rd & 20th St SE	\$181.49
					\$181.49

Vendor: Crystal Springs
Check Number: 52490

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5249844 020121	2/17/2021	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$10.62
5249844 020121	2/17/2021	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$42.61
5249844 020121	2/17/2021	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$10.62
5249844 020121	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$52.94
5249844 020121	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$52.94
					\$169.73

Vendor: Dataquest LLC
Check Number: 52491

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13977	2/17/2021	001 013 518 20 41 00	GG-Professional Service	Background Checks - New Boards/Commission Members	\$201.00
					\$201.00

Vendor: David Evans and Associates Inc
Check Number: 52492

Invoice No	Check Date	Account Number	Account Name	Description	Amount
481917	2/17/2021	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Services - Permit Training	\$946.00
					\$946.00

Vendor: Davido Consulting Group Inc
Check Number: 52493

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0033147	2/17/2021	411 016 594 31 60 07	Wier Replacement Scope Design	Outlet Strategic Planning Engineering Services	\$35,959.98
					\$35,959.98

Vendor: Day Wireless Systems
Check Number: 52494

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV664139	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Mount/Acc Conn/Power Cable Radio Accessories	\$121.23
					\$121.23

Vendor: Dept Graphics
Check Number: 52495

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10956	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Graphics Installed PT-21-94	\$1,284.66
					\$1,284.66

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

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,665.00
					\$2,665.00

Vendor: Dept of Retirement PERS LEOFF
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$65,282.29
					\$65,282.29

Vendor: Dicks Towing Inc
Check Number: 52496

Invoice No	Check Date	Account Number	Account Name	Description	Amount
178260	2/17/2021	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-01799	\$126.27
743732	2/17/2021	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-02566	\$126.27
SNO4146	2/17/2021	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-01574	\$125.58
					\$378.12

Vendor: DK Systems Inc
Check Number: 52497

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10092 ADDTL	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	AC Air Purification Additional Balance	\$317.20
					\$317.20

Vendor: Dylan
Check Number: 52498

Invoice No	Check Date	Account Number	Account Name	Description	Amount
CONTRACT2021	2/17/2021	001 007 571 00 30 00	PL-Park & Recreation	Farmers Market Annual Web Domain	\$2,423.95
					\$2,423.95

Vendor: EFTPS
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$102,393.44
					\$102,393.44

Vendor: Electronic Business Machines
Check Number: 52499

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR184936	2/17/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$60.69
					\$60.69

Vendor: Elite Securities Inc
Check Number: 52500

Invoice No	Check Date	Account Number	Account Name	Description	Amount
38285	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Keys	\$34.43
					\$34.43

Vendor: Feldman and Lee
Check Number: 52501

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01-2021 FELDMAN	2/17/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 01-2021	\$10,000.00
					\$10,000.00

Vendor: Flower World Inc
Check Number: 52502

Invoice No	Check Date	Account Number	Account Name	Description	Amount
87334	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Flowers	\$171.36
87335	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Flowers	\$25.67
					\$197.03

Vendor: Gardner
Check Number: 52503

Invoice No	Check Date	Account Number	Account Name	Description	Amount
813	2/17/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Equipment Removal PT-15-62	\$162.75
814	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Equipment Removal PT-62 & PT-65	\$325.50
815	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Equipment Installation PT-94	\$2,061.50
					\$2,549.75

Vendor: Granite Construction Supply
Check Number: 52504

Invoice No	Check Date	Account Number	Account Name	Description	Amount
90173	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Road Closed to Tru Traffic Rental	\$123.53
					\$123.53

Vendor: Green Dot Concrete LLC
Check Number: 52505

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4931	2/17/2021	302 010 594 76 61 01	PM - North Cove Capital	Concrete	\$956.00
					\$956.00

Vendor: Highmark Capital LLC
Check Number: 52506

Invoice No	Check Date	Account Number	Account Name	Description	Amount
67369	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Addtl Carpet/Glue PD Training Room	\$910.67
					\$910.67

Vendor: Honey Bucket
Check Number: 52507

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551933417	2/17/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	\$218.50
0551933418	2/17/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	\$142.50
0551940835	2/17/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	\$142.50
0551942526	2/17/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	\$170.50
					\$674.00

Vendor: HRA VEBA Trust YA20192
Check Number: 52463

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$3,091.92
					\$3,091.92

Vendor: HSA Bank
Check Number: 52464

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$337.50
					\$337.50

Vendor: Hunter
Check Number: 52508

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2536	2/17/2021	001 007 558 50 41 04	Permit Related Professional Sr	Hearing Examiner Services 01-2021	\$2,000.00
					\$2,000.00

Vendor: ICONIX Waterworks US Inc
Check Number: 52509

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2116004761	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Split Coupling W/Gasket/Soiltight Molded Tee	\$280.26
U2116006300	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Gasket/Spigot Adapter/Reducers	\$103.78
					\$384.04

Vendor: Industrial Bolt & Supply Inc
Check Number: 52510

Invoice No	Check Date	Account Number	Account Name	Description	Amount
747928-1	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Conditioning Disc w/Depressed Center/Fuses	\$110.97
					\$110.97

Vendor: International Assoc of Chiefs of Police
Check Number: 52511

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0151896	2/17/2021	001 008 521 20 49 00	LE-Dues & Memberships	2021 IACP Membership - Dyer	\$190.00
					\$190.00

Vendor: Iron Mountain Quarry LLC
Check Number: 52512

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0312933	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Rock	\$201.25
0313320	2/17/2021	302 010 594 76 61 07	PM - Festival Street	Rock	\$633.10
					\$834.35

Vendor: J Thayer Company Inc
Check Number: 52513

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1504553-0	2/17/2021	001 013 518 20 31 00	GG-Operating Costs	Note Pads/Pens/Batteries	\$54.71
1505994-0	2/17/2021	410 016 531 10 31 01	SW-Office Supplies	Notebooks	\$21.58
1506656-0	2/17/2021	001 013 518 20 31 00	GG-Operating Costs	Toilet Paper	\$130.69
1507355-0	2/17/2021	410 016 531 10 31 01	SW-Office Supplies	Scissors/Paper/Stapler/Bus Card Holder	\$112.88
1507355-0	2/17/2021	001 013 518 20 31 00	GG-Operating Costs	Correction Tapes	\$25.06
					\$344.92

Vendor: King County Directors Association Purchasing Dept
Check Number: 52514

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300532831	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Furniture for New Police Department	\$312,985.41
					\$312,985.41

Vendor: Kosnik Engineering

Check Number: 52515

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1 BOATHOUSE	2/17/2021	302 010 594 76 61 01	PM - North Cove Capital	Boathouse Relocation Services	\$1,320.00
1 NC BRIDGE	2/17/2021	302 010 594 76 61 12	PM - North Cove Phase 3	North Cove Pedestrian Bridge Adbutment	\$510.00
					\$1,830.00

Vendor: Lake Industries LLC

Check Number: 52516

Invoice No	Check Date	Account Number	Account Name	Description	Amount
287274	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Screened Pit Run	\$87.46
39361	2/17/2021	410 016 531 10 48 00	SW-Repairs & Maintenance	99th Street Storm - Fill Hauled In	\$84.00
39364	2/17/2021	410 016 531 10 48 00	SW-Repairs & Maintenance	99th Outfall Clearning - Fill Hauled In	\$336.00
39372	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	99th Outfall Clearning - Fill Hauled In	\$168.00
					\$675.46

Vendor: Lake Stevens Chamber of Commerce

Check Number: 52517

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1639	2/17/2021	001 013 518 90 49 01	GG-Chamber of Commerce	2021 LS Chamber of Commerce Membership	\$200.00
					\$200.00

Vendor: Lake Stevens Police Guild

Check Number: 52518

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/17/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,192.50
					\$1,192.50

Vendor: Lake Stevens Sewer District

Check Number: 52519

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12326.01 0221	2/17/2021	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	\$87.00
13135.01 0221	2/17/2021	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	\$43.00
13135.01 0221	2/17/2021	410 016 531 10 47 00	SW-Utilities	Sewer - Decant Facility Acct 13135-01	\$43.00
2538.02 0221	2/17/2021	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	\$172.00
3628.02 0221	2/17/2021	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	\$86.00
6296.03 0221	2/17/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	\$172.00
6390.03 0221	2/17/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	\$133.01
6659.02 0221	2/17/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Landre Property Acct 6659-02	\$86.00
6664.01 0221	2/17/2021	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Acct 6664-01	\$86.00
6666.01 0221	2/17/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr Acct 6666-01	\$86.00
6670.02 0221	2/17/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Butler Property Acct 6670-02	\$86.00
6671.01 0221	2/17/2021	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	\$86.00
6810.01 0221	2/17/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	Sewer - The Mill Acct 6810-01	\$172.00
8710.03 0221	2/17/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	\$86.00
9902.01 0221	2/17/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Grade Rd Acct 9902	\$86.00
					\$1,510.01

Vendor: Lake Stevens Sewer District

Check Number: 52520

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24923	2/17/2021	301 016 544 40 41 02	17005 - 24th & 91st Ext Design	Engineering Fees 91st Ave SE & 24th St SE	\$317.81
					\$317.81

Vendor: Land Development Consultants Inc

Check Number: 52521

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22435	2/17/2021	302 010 594 76 61 07	PM - Festival Street	Curbless Festival Street Design	\$9,043.12
					\$9,043.12

Vendor: LN Curtis & Sons

Check Number: 52522

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV461132	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hi-Visibility Traffic Vests	\$346.70
					\$346.70

Vendor: Marine Lumber Service Inc

Check Number: 52523

Invoice No	Check Date	Account Number	Account Name	Description	Amount
30147	2/17/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Lumber - Row House	\$2,631.99
					\$2,631.99

Vendor: Marysville Printing

Check Number: 52524

Invoice No	Check Date	Account Number	Account Name	Description	Amount
27451	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Notice - Property Safekeeping 3-part	\$207.01
					\$207.01

Vendor: McLoughlin & Eardley Group Inc

Check Number: 52525

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0253880	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Strobe Preemption	\$407.95
					\$407.95

Vendor: Method Barricade & Construction Supply LLC

Check Number: 52526

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14252	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	White Marking Paint	\$294.30
14253	2/17/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - Speed Limit	\$651.28
14259	2/17/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - Keep Right	\$390.77
14266	2/17/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Cahin Link Fence Brackets	\$250.13
14272	2/17/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Aluminum Drive Rivets	\$272.50
14274	2/17/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - Lane Shift Left/Lane Directional Arrow	\$276.12
14276	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Aerovoe Striping Paint	\$122.52
14277	2/17/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Heavy Duty Fixed Cross Pieces Blades	\$185.64
14289	2/17/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - Speed Limit Reduced Ahead	\$313.92
14301	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Signs - No Skateboarding/Bicycle Riding/Scooter Riding	\$474.15
14302	2/17/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - No Parking	\$312.28
					\$3,543.61

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,729.65
					\$4,729.65

Vendor: Nelson Distributing Inc
Check Number: 52527

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0754092-IN	2/17/2021	410 016 531 10 32 00	SW-Fuel	Fuel PW	\$1,574.22
0754092-IN	2/17/2021	001 010 576 80 32 00	PK-Fuel Costs	Fuel PW	\$787.12
0754092-IN	2/17/2021	101 016 542 30 32 00	ST-Fuel	Fuel PW	\$1,574.22
					\$3,935.56

Vendor: New York Life
Check Number: 52465

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	\$199.00
					\$199.00

Vendor: New York Life EFT
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,483.60
021021	2/10/2021	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$119.41
021021	2/10/2021	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$406.33
021021	2/10/2021	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$57.47
021021	2/10/2021	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$181.01
021021	2/10/2021	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$84.98
021021	2/10/2021	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$501.97
021021	2/10/2021	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$316.92
021021	2/10/2021	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$50.17
021021	2/10/2021	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$118.04
021021	2/10/2021	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$184.87
021021	2/10/2021	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$168.93
					\$3,673.70

Vendor: NextRequest Co
Check Number: 52528

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1645	2/17/2021	001 003 514 20 41 00	CC-Professional Services	PRR Single Sign On Setup/Maint & Redaction Module	\$11,026.63
					\$11,026.63

Vendor: NMC Franchising LLC
Check Number: 52529

Invoice No	Check Date	Account Number	Account Name	Description	Amount
167309	2/17/2021	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$155.00
167309	2/17/2021	001 012 575 50 41 00	CS- Pavillion - Janitorial	Janitorial Services - The Mill	\$183.00
167309	2/17/2021	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$55.50
167309	2/17/2021	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$55.50
167309	2/17/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Janitorial Services - 1819 S Lake Stevens Rd	\$160.00
167309	2/17/2021	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$55.50
167309	2/17/2021	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$55.50
167309	2/17/2021	001 007 558 50 41 00	PL-Professional Servic	Janitorial Services - City Hall	\$55.50
167309	2/17/2021	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$55.50
167309	2/17/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	\$1,257.00
					\$2,088.00

Vendor: Northwest Crane Inspection Inc

Check Number: 52530

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2108A	2/17/2021	101 016 542 30 41 02	ST-Professional Service	Annual Crane Inspection	\$525.00
					\$525.00

Vendor: O Reilly Auto Parts

Check Number: 52531

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-238668	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Wiper Fluid	\$8.69
2960-238668	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Wiper Fluid	\$8.70
2960-238668	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Wiper Fluid	\$8.70
2960-240132	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Grease	\$4.72
2960-240132	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Grease	\$4.72
2960-240132	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Grease	\$4.72
					\$40.25

Vendor: Ostrowski

Check Number: 52532

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0121 OSTROWSKI	2/17/2021	001 000 341 81 00 02	Duplicating Srv - Laminate	Refund CLP Lamination Fee	\$3.50
					\$3.50

Vendor: Outcomes by Levy LLC

Check Number: 52533

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-01-LS	2/17/2021	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting 01-2021	\$4,825.00
					\$4,825.00

Vendor: Pilchuck Equipment Rental and Sales

Check Number: 52534

Invoice No	Check Date	Account Number	Account Name	Description	Amount
111238	2/17/2021	001 010 576 80 45 00	PK-Equipment Rental	Breaker/Jackhammer Point & Chisel/In Line Oiler/Core Drills	\$612.65
					\$612.65

Vendor: Pix4D Inc

Check Number: 52535

Invoice No	Check Date	Account Number	Account Name	Description	Amount
202102-I-D-US-002806	2/17/2021	410 016 531 10 41 04	SW-Software Maint & Support	Pix4D Mapper Annual Rental License	\$3,500.00
					\$3,500.00

Vendor: Precision Door Service

Check Number: 52536

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110264520	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Mechanics Bay Door Service PW Shop	\$778.65
110264520	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Mechanics Bay Door Service PW Shop	\$778.65
110264520	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Mechanics Bay Door Service PW Shop	\$778.65
					\$2,335.95

Vendor: Puget Sound Energy

Check Number: 52537

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22339471 0221	2/17/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	Natural Gas - The Mill	\$610.94
24316495 0221	2/17/2021	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$306.86
24316495 0221	2/17/2021	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$306.86

24316495 0221	2/17/2021	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$306.87
24770236 0221	2/17/2021	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - 10518 18th St SE	\$271.37
3723810 0221	2/17/2021	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$141.19
					\$1,944.09

Vendor: Purcell Tire & Rubber Company

Check Number: 52538

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24244801	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Tires PW77	\$710.04
					\$710.04

Vendor: Quadient Finance USA Inc

Check Number: 52539

Invoice No	Check Date	Account Number	Account Name	Description	Amount
80346335 0121	2/17/2021	001 008 521 40 49 04	LE-Finance Charges	Postage PD Finance Fees	\$40.59
					\$40.59

Vendor: R Chip DiJulio

Check Number: 52540

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9380	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	LED Light Bulbs/Lamps	\$645.05
					\$645.05

Vendor: Republic Services 197

Check Number: 52541

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002741764	2/17/2021	410 016 531 10 45 00	SW-Dumpster Service	Waste/Recycle Containers On-Call PW Shop	\$593.37
0197-002741764	2/17/2021	001 010 576 80 45 01	PK- Dumpster Service	Waste/Recycle Containers On-Call PW Shop	\$593.55
0197-002741764	2/17/2021	101 016 542 30 45 01	ST-Dumpster Service	Waste/Recycle Containers On-Call PW Shop	\$593.37
					\$1,780.29

Vendor: Rexel USA Inc

Check Number: 52542

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1G09267	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Flood Lights Supplies	\$4.24
1G13046	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Breakers	\$212.40
1G17076	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Flood Light Post Top	\$354.44
					\$571.08

Vendor: Rotary Club of Lake Stevens

Check Number: 52543

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19	2/17/2021	001 008 521 20 49 00	LE-Dues & Memberships	2021 LS Rotary Club Membership	\$125.00
					\$125.00

Vendor: Sherwin-Williams Co

Check Number: 52544

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4037-3	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Paint	\$263.54
4065-4	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Paint	\$89.15
4073-8	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Paint	\$60.94
					\$413.63

Vendor: Siskun Power Equipment
Check Number: 52545

Invoice No	Check Date	Account Number	Account Name	Description	Amount
435092	2/17/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Generator Service	\$304.33
					\$304.33

Vendor: Six Robblees Inc
Check Number: 52546

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14-409891	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Ball Mount Reducer/LED Beacon Pulse	\$266.54
14-409891-1	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Ball Mount Reducers	\$83.15
					\$349.69

Vendor: Smarsh Inc
Check Number: 52547

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00641187	2/17/2021	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$730.08
					\$730.08

Vendor: Snohomish Co-Op Inc
Check Number: 52548

Invoice No	Check Date	Account Number	Account Name	Description	Amount
299458	2/17/2021	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$44.04
					\$44.04

Vendor: Snohomish County 911
Check Number: 52549

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3262	2/17/2021	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$30,214.17
					\$30,214.17

Vendor: Snohomish County Auditor
Check Number: 52550

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I-VR-8	2/17/2021	001 001 514 90 40 00	Legislative - Voter Reg Fees	LS Portion of 2020 Voter Registration	\$37,813.56
					\$37,813.56

Vendor: Snohomish County Auditor
Check Number: 52551

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021721 SNOCO 1	2/17/2021	001 013 518 20 41 00	GG-Professional Service	Recording Fee NGPA Easement for Station 6	\$111.50
					\$111.50

Vendor: Snohomish County Auditor
Check Number: 52552

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021721 SNOCO 2	2/17/2021	001 013 518 20 41 00	GG-Professional Service	Recording Fee Notice of Geoloigcally Hazardous Area Station 6	\$108.50
					\$108.50

Vendor: Snohomish County Finance Department
Check Number: 52553

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000550414	2/17/2021	303 008 592 28 83 01	800 MHZ Capital Debt Interest	2021 800 MHZ P2 Capital Costs	\$1,179.00
I000550414	2/17/2021	303 008 591 28 78 01	800 MHZ Capital Debt Principal	2021 800 MHZ P2 Capital Costs	\$21,439.00
					\$22,618.00

Vendor: Snohomish County Health District
Check Number: 52554

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SHD-01 2021	2/17/2021	001 013 518 90 49 09	GG-Snohomish Health District	2021 Snohomish Health District Per Capital Contributions	\$34,150.00
					\$34,150.00

Vendor: Snohomish County Planning and Development Svcs
Check Number: 52555

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000550400	2/17/2021	001 013 518 90 49 05	GG-SnoCo Tomorrow	2021 Snohomish County Tomorrow Dues	\$6,684.00
					\$6,684.00

Vendor: Snohomish County Public Works
Check Number: 52556

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000550497	2/17/2021	410 016 531 20 41 00	SW-SnoCo Lake Monitoring	ILA Billing - Surface Water Mgmt Oct-Dec 2020	\$4,934.08
					\$4,934.08

Vendor: Snohomish County PUD
Check Number: 52557

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100482501	2/17/2021	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	\$171.11
100482501	2/17/2021	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	\$171.22
100482501	2/17/2021	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	\$922.08
100482501	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$38.21
115403439	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	\$160.05
115403439	2/17/2021	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	\$111.12
115407532	2/17/2021	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$56.61
115407532	2/17/2021	001 012 572 20 47 00	CS- Library-Utilities	200206019 Library Electric	\$671.43
115407532	2/17/2021	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$218.18
115407532	2/17/2021	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$166.75
115407532	2/17/2021	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	\$21.55
115407532	2/17/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	200206019 The Mill Electric	\$667.60
115407532	2/17/2021	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$357.12
115407532	2/17/2021	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$164.66
115407532	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$37.94
115407532	2/17/2021	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$72.05
122027562	2/17/2021	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric/Water	\$119.07
125352287	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
128621962	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$28.30
141763108	2/17/2021	001 012 575 51 47 00	CS- Grimm House Utilities	222484701 Grimm House Electric	\$178.02
145090178	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$126.35
145093626	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$58.52
154925886	2/17/2021	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	\$167.69
158119184	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$10,980.64
158119185	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,500.18
158119186	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
161289676	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$192.59
167720513	2/17/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$106.26
					\$18,864.00

Vendor: Snohomish County Sheriffs Office

Check Number: 52558

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-6638	2/17/2021	001 008 523 60 41 00	LE-Jail	Jail Services Dec 2020	\$39,039.53
2020-6657	2/17/2021	001 008 523 60 41 00	LE-Jail	Jail Services Med Dec 2020	\$521.21
					\$39,560.74

Vendor: Snohomish Regional Fire & Rescue

Check Number: 52559

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q4 2020 FIRE	2/17/2021	633 000 589 30 00 02	Fire District Fee Remit	Q4 2020 Fire Fees	\$3,825.00
					\$3,825.00

Vendor: Sommerseth

Check Number: 52560

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0221 SOMMERSETH	2/17/2021	001 013 582 10 00 00	Refund	Refund Damage Deposit - The Mill Rental 2020	\$100.00
					\$100.00

Vendor: Sound Publishing Inc

Check Number: 52561

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH917785	2/17/2021	001 013 518 30 41 01	GG-Advertising	CC Workshop Cancellation 01/19/2021	\$18.20
EDH918391	2/17/2021	001 013 518 30 41 01	GG-Advertising	Salary Commission Meeting 02/10/2021	\$26.60
EDH918580	2/17/2021	001 013 518 30 41 01	GG-Advertising	CC Meeting Cancellation	\$18.20
EDH918581	2/17/2021	001 013 518 30 41 01	GG-Advertising	CC Special Meeting	\$23.80
EDH918628	2/17/2021	001 007 558 50 41 03	PL-Advertising	LUA2021-0009 Rowing Shed Relocation	\$78.40
EDH918633	2/17/2021	001 013 518 30 41 01	GG-Advertising	Ordinance 1109	\$36.40
					\$201.60

Vendor: Sound Safety Products Co Inc

Check Number: 52562

Invoice No	Check Date	Account Number	Account Name	Description	Amount
393665/1	2/17/2021	410 016 531 10 26 00	SW Clothing-Boot Allowance	Boots Exchange - Womack K	\$5.91
393732/1	2/17/2021	001 010 576 80 26 00	PK- Clothing - Boot Allowance	Boots - Young K	\$325.00
					\$330.91

Vendor: Sound Security Inc

Check Number: 52563

Invoice No	Check Date	Account Number	Account Name	Description	Amount
998142	2/17/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Installation of Fire System - New Police Station/Evidence Bldg	\$1,968.54
998143	2/17/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 01-2021 PD	\$112.66
999515	2/17/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Fire/Elevator Phone Monitoring PD 02-2021	\$865.00
999516	2/17/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 02-2021 - 10518 18th St SE	\$65.00
					\$3,011.20

Vendor: SRV Construction Escrow Acct 101682426

Check Number: 52564

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1263-08 RETAIN	2/17/2021	301 016 595 30 60 01	20th St SE Phase II Construct	Retainage 20th Street SE Phase II - Segment 1 Project 18008	\$14,886.87
					\$14,886.87

Vendor: SRV Construction Inc

Check Number: 52565

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1263-08	2/17/2021	301 016 595 30 60 01	20th St SE Phase II Construct	20th Street SE Phase II - Segment 1 Project 18008	\$277,117.31
					\$277,117.31

Vendor: Stericycle Inc

Check Number: 52566

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005427809	2/17/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.36
					\$10.36

Vendor: Stowe

Check Number: 52567

Invoice No	Check Date	Account Number	Account Name	Description	Amount
004 CITY CIVIC	2/17/2021	303 013 594 18 60 01	Civic Center	Civic Center Consultant Services 01-2021	\$26,138.59
					\$26,138.59

Vendor: SVR Inc

Check Number: 52568

Invoice No	Check Date	Account Number	Account Name	Description	Amount
25075	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Dumpster Rental - 2211 Grade Rd	\$536.69
					\$536.69

Vendor: Teamsters Local No 763

Check Number: 52466

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,149.00
					\$1,149.00

Vendor: Teamsters Welfare Trust Dental EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	\$2,614.40
					\$2,614.40

Vendor: Technological Services Inc

Check Number: 52569

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18894	2/17/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Mount PT-19-81	\$253.58
18901	2/17/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids PS-17-71	\$71.26
18984	2/17/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Computer Diagnostics PT-19-81	\$246.52
19013	2/17/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Break Repairs PT-19-82	\$1,486.40
19027	2/17/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fuilds/Tire Rotation S-15-59	\$108.59
					\$2,166.35

Vendor: The Integrated Technologies Group Inc

Check Number: 52570

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9383	2/17/2021	306 000 594 21 60 00	Police Dept Project Account	Camera Troublshooting New Police Station	\$2,097.16
					\$2,097.16

Vendor: Thyssenkrupp Elevator Corporation

Check Number: 52571

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005413184 CRED	2/17/2021	001 008 521 50 47 00	LE-Facility Utilities	Credit Inv #3005413184 08/20/2020 Elevator Service 1819 S Lake	(\$408.75)
3005413184 CRED	2/17/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Credit Inv #3005413184 08/20/2020 Elevator Service 1819 S Lake	(\$408.75)
3005738957	2/17/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Elevator Service - 1819 S Lake Stevens Rd 02/01-04/30/21	\$1,716.76
					\$899.26

Vendor: Traffic Management Products Inc

Check Number: 52572

Invoice No	Check Date	Account Number	Account Name	Description	Amount
774401	2/17/2021	520 008 594 21 63 00	Vehicles - Capital Equip	Orange Cones	\$347.72
					\$347.72

Vendor: TransUnion Risk and Alternative Data Solutions Inc

Check Number: 52573

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4016011-202101-1	2/17/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	\$76.96
					\$76.96

Vendor: Trinity Contractors Inc

Check Number: 52574

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 5 DF	2/17/2021	411 016 594 31 60 00	Decant Facility Project	Hartford Decant Facility Project 18037	\$155,100.92
PROGRESS 5 NC2	2/17/2021	302 010 594 76 61 01	PM - North Cove Capital	North Cove Phase II Project 19012	\$31,795.30
					\$186,896.22

Vendor: ULINE

Check Number: 52575

Invoice No	Check Date	Account Number	Account Name	Description	Amount
129048953	2/17/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Rifle Box/Shoe Covers/Cotton Tip Applicators	\$226.53
129251748	2/17/2021	101 016 544 90 31 02	ST-Operating Cost	Boxes/Tape & Dispenser Packs	\$60.61
129251748	2/17/2021	001 010 576 80 31 00	PK-Operating Costs	Boxes/Tape & Dispenser Packs	\$60.61
129251748	2/17/2021	410 016 531 10 31 02	SW-Operating Costs	Boxes/Tape & Dispenser Packs	\$60.60
					\$408.35

Vendor: UPS

Check Number: 52576

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42041	2/17/2021	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$29.63
					\$29.63

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 52467

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$412.35
					\$412.35

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 52468

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,584.17
					\$2,584.17

Vendor: Verizon Northwest
Check Number: 52577

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9871887631	2/17/2021	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,850.35
9872426037	2/17/2021	001 003 514 20 42 00	CC-Communications	Wireless Phone Service Clerk	\$42.01
9872426037	2/17/2021	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$571.97
9872426037	2/17/2021	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$302.02
9872426037	2/17/2021	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$83.72
9872426037	2/17/2021	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$337.78
9872426037	2/17/2021	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$294.07
9872426037	2/17/2021	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$41.71
9872426037	2/17/2021	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$42.01
9872426037	2/17/2021	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$571.98
9872426037	2/17/2021	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$571.98
9872426037	2/17/2021	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$304.12
					\$6,013.72

Vendor: Washington State Criminal Justice
Check Number: 52578

Invoice No	Check Date	Account Number	Account Name	Description	Amount
201134911	2/17/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - Firearms Handgun Instructor - Irwin	\$600.00
					\$600.00

Vendor: Washington State Dept of Enterprise Svcs
Check Number: 52579

Invoice No	Check Date	Account Number	Account Name	Description	Amount
731104199	2/17/2021	001 008 521 20 31 00	LE-Office Supplies	Business Cards - Beazizo/Barnes	\$81.76
					\$81.76

Vendor: Washington State Patrol
Check Number: 52580

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121004114	2/17/2021	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	\$463.75
					\$463.75

Vendor: Washington State Support Registry
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$569.50
					\$569.50

Vendor: Wave Broadband
Check Number: 52581

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103946401-0008638	2/17/2021	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service Museum	\$45.30
103946401-0008638	2/17/2021	001 013 518 20 42 00	GG-Communication	Telephone Service	\$181.23
103946401-0008638	2/17/2021	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$632.70
103946401-0008638	2/17/2021	001 004 514 23 42 00	FI-Communications	Telephone Service	\$90.62
103946401-0008638	2/17/2021	001 002 513 11 42 00	AD-Communications	Telephone Service	\$45.30
103946401-0008638	2/17/2021	001 007 558 50 42 00	PL-Communication	Telephone Service	\$294.66
103946401-0008638	2/17/2021	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$260.76
103946401-0008638	2/17/2021	001 006 518 80 42 00	IT-Communications	Telephone Service	\$135.92
103946401-0008638	2/17/2021	001 012 575 50 42 00	CS- Pavillion - Communication	Telephone Service	\$45.31

103946401-0008638	2/17/2021	001 005 518 10 42 00	HR-Communications	Telephone Service	\$45.31
103946401-0008638	2/17/2021	001 007 559 30 42 00	PB-Communication	Telephone Service	\$45.31
103946401-0008638	2/17/2021	001 008 521 20 42 00	LE-Communication	Telephone Service	\$1,541.09
103946401-0008638	2/17/2021	001 003 514 20 42 00	CC-Communications	Telephone Service	\$90.62
103946401-0008638	2/17/2021	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$260.76
					\$3,714.89

Vendor: West Coast Pet Memorial Services

Check Number: 52582

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAM23757	2/17/2021	001 008 521 20 41 00	LE-Professional Services	Animal Cremation Services Jan 2021	\$103.74
					\$103.74

Vendor: Western Conference of Teamsters Pension Trust

Check Number: 52469

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021021	2/10/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,309.59
					\$3,309.59

Vendor: Ziply Fiber

Check Number: 52583

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0221 ZIPLY	2/17/2021	001 012 575 30 42 00	CS- Museum - Communications	Telephone Services Museum	\$215.62
0221 ZIPLY	2/17/2021	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$61.17
					\$276.79



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

Tuesday, February 9, 2021
By Remote Participation via Zoom

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

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

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, Senior Planner David Levitan and City Attorney Greg Rubstello

Call to Order:

The Mayor called the meeting to order at 6:00 p.m.

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present.

Approval of Agenda:

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

Citizen Comments:

Jacque Longley, Lake Stevens. Ms. Longley relayed concerns with Chapter 14.46.140 regarding infill design standards. She stated that the City code is vague.

Council Business:

Councilmember Jorstad reported that she attended the last Snohomish Health Board meeting and there was good information about vaccines. The District is trying to get more supply.

Councilmember Dickinson congratulated Councilmember Daughtry on becoming Chair of the Community Transit Board. She also attended the last Sno-Isle Library meeting.

Councilmember Petershagen reported that he attended the last Planning Commission meeting and also attended the last Sno-Isle Library meeting.

Councilmember Frederick gave an update on the Veterans Foundation.

Mayor's Business:

Mayor Gailey stated that he will be attending AWC City Action Days this week. He also acknowledged Black History Month in February.

Consent Agenda:

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

The consent agenda included the following:

Vouchers

City Council Meeting Minutes of January 12, 2021

City Council Meeting Minutes of January 26, 2021

Resolution 2021-02 Adopting the Updated and Revised Snohomish County Hazard Mitigation Plan

Ordinance 1110 Authorizing the Issuance and Sale of LTGO bonds

Discussion Items:

2021 Comprehensive Plan Docket Intro

Senior Planner Levitan explained that the Planning Commission will hold a public hearing on February 17 to make a recommendation on ratification of the docket, and the City Council is scheduled to hold a public hearing to consider that recommendation at their February 23 meeting. Tonight, is an introduction to the Council.

He further explained that under the Growth Management Act, the City can amend its Comprehensive Plan and Future Land Use Map once per year, with a few exceptions, through an annual docket process. The purpose of this briefing is to provide a list of proposed city-initiated map and text amendments for the Council's consideration in setting the 2021 Comprehensive Plan Docket. The City also provides citizens with the opportunity to propose citizen-initiated amendments; none were received by the January 31 deadline.

As part of the 2021 docket, the City is proposing city-initiated map amendments; text amendments to the land use element, parks element, public services and utilities element and capital facilities element; updates to the Shoreline Master Program; and other minor administrative amendments to the Comprehensive Plan. A summary of the amendments are included in the staff report.

Executive Session.

The meeting recessed to executive session at 6:25 p.m. to discuss Property Acquisition per RCW 42.30.110 (1) (c) for approximately 20 minutes. There will be no action.

At 6:45 p.m. the executive session was extended for 5 minutes.

The meeting reconvened to regular session at 6:50 p.m.

Adjourn:

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Frederick, to adjourn the meeting at 6:53 p.m. The motion passed 7-0-0-0.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 23, 2021

Subject: Lake Stevens Farmers Market Contract

Contact	Dawn Goldson Smith, Event Specialist,	Budget	\$6855
Person/Department:	Planning and Community Development	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Farmers Market Contract with Mockingjay Press.

SUMMARY/BACKGROUND:

In 2020, a farmers' market was identified as a preferred event by the community during the Parks Chapter Update of the Comprehensive Plan. The City Council asked staff to distribute a Request for Proposals (RFP) to provide a farmers' market to the community. One proposal was submitted for consideration from a local company, Mockingjay Press, owned by Sarah Dylan Jensen. Sarah has successfully run farmers' markets in other jurisdictions and has provided a business plan including payment structure and provided references from other markets.

In 2020, the City, in partnership with Mockingjay Press, brought the Lake Stevens Farmers' Market back to the city. With a 13-week summer market season, and additional market days for the 4th of July, Harvestfest and Winterfest holiday markets, it brought a total market revenue (all vendor sales combined) of \$355,635, with \$3,102.55 paid to Mockingjay Press in fees and expenses, and an earned City revenue of \$13,750.

The 2021 summer market season will run for 18 weeks, from June 2 - September 29, with 6 additional market days contracted as needed. The agreement term may be renewed annually for 3 additional terms. Sarah will continue as Market Manager and the responsibility for the day-to-day operations of the Lake Stevens Farmers' Market as outlined in the 2021 market contract and exhibits. Dawn Goldson Smith will continue as the City liaison and point of contact for the market and on-site during market days to facilitate any issues with applicable departments.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$6855

ATTACHMENTS:

- Exhibit A: Farmers Market Contract

CITY OF LAKE STEVENS
AGREEMENT FOR SERVICES CONTRACTOR: MOCKINGJAY PRESS, LLC

THIS AGREEMENT made this ____ day of _____, 2021, by and between the City of Lake Stevens, Washington, a municipal corporation, hereinafter referred to as the "City," and Mockingjay Press, LLC, a limited liability company authorized to do business in the State of Washington, hereinafter referred to as the "Contractor" or "Market Manager."

WHEREAS, the City solicited proposals for the provision of services for operation of a Farmers Market at North Cove Park; and

WHEREAS, the Contractor submitted a written proposal for such services that is acceptable to the City; and

WHEREAS, the parties desire to enter into a written agreement obligating the Contractor to perform such services pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Contractor. Contractor shall perform those management services described in Exhibit "A" of this agreement for the Lake Stevens Farmers Market which shall be operated in accordance with the "Market Details" in Exhibit B and "Site Plan described in Exhibit "C". In performing such services, the Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of such services, including but not limited to all business licensing requirements. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance and as more fully described in the Contractor's written proposal and these contract documents. The contract documents are comprised of this Agreement and attached Exhibits.

2. Responsibilities of City. Responsibilities of City shall be as set forth in Exhibit D "Market Terms", attached hereto. City payment to Contractor for funding of the line items listed shall be made on or before March 31, 2021.

3. City Compensation and Method of Payment. The Contractor shall submit payment to the City of Lake Stevens in consideration of the use of City facilities and the assistance to be provided to the Contractor by the City.

Contractor shall pay the City the following amounts:

- \$40 per vendor per approved vendor application
- Vendor approvals will be done via Market Manager discretion as proposed by Contractor
- \$15 per attending vendor per market week.
- Payments shall be made by the Contractor to the City on the following schedule:

All payments shall be accompanied with a written report of the names of each vendor approved application or vendor in attendance for the market week. Payments will be made to City within ten (10) days following each market event.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2021 unless sooner terminated under the

provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. The agreement term may be renewed annually in writing for a maximum of three (3) additional terms at the sole discretion of the City.

5. Obligations of Contractor for Damages.

a. Contractor shall immediately report to the City in writing (i) all damage observed or caused to any Facility or City Facility or equipment, and (ii) all injuries to people and damage to property that occurs during or as a result of providing any Services.

b. Contractor shall be responsible for all injuries to people and damage to property occurring in connection with Contractor's provision of the "Services. All damage to City Facilities shall be repaired by the City or by contractors selected by the city, provided that Contractor shall pay to City on demand all costs and expenses of any such repairs.

6. Independent Contractor. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Contractor shall pay all federal, state, and local taxes, contributions and licensing fees imposed or required by law, including but not limited to employment insurance, FICA, social security and federal income taxes. Contractor shall maintain a City of Lake Stevens business license during the term of this contract.

7. Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees (collectively "claims"), and specifically including without limitation claims for injury or death of any person, or for the loss or damage to property, arising out of or resulting from the acts, errors or omissions of the Contractor and/or the use of the City's property and/or facilities, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or the use of the City's property and/or facilities hereunder by the Contractor, its agents, representatives, or employees, except as otherwise provided in paragraph B below.

Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage .

- b. General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, athletic participants, operations, products-completed operations, independent contractors, personal injury, contractual and advertising injury. The City shall be named as an additional insured under the Contractor's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for athletic participant liability with limits of not less than \$1,000,000.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

No Limitation

Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.

City shall procure Market Liability Insurance as identified in Exhibit B.

9. Record Keeping and Reporting: Disclosure.

- a. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect revenue of any nature incurred and services performed pursuant to this Agreement. The Contractor shall report sales tax due according to state guidelines of Code #3109 and will code tax revenue to the City of Lake Stevens. The Contractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds incurred by the Contractor to the performance of this Agreement.
- b. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
- c. Contractor shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Contractor. Upon request, the Contractor will provide the City with reproducible copies of any such records. The Contractor may reasonably charge the City for such copies requested at actual cost.
- d. Separate from and additional to the foregoing, the Contractor shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by the Contractor and related to the services performed under this Agreement. Upon written demand by the City, the Contractor shall furnish the City with full and complete copies of any such records within five business days.

The Contractor's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Contractor shall fully indemnify and hold harmless the City as set forth in Section 6.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

11. Termination.

- a. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City
- b. In the event this Agreement is terminated or suspended, the City shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- c. This Agreement may be cancelled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this

Agreement.

- d. The City reserves the right to terminate this Agreement with not less than seven days written notice, or in the event that outstanding balances are not paid within sixty days.
- e. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

12. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

13. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. Conflict of Interest. The Contractor represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor is asked to perform services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

15. Confidentiality. All information regarding the City obtained by the Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Contractor shall be grounds for immediate termination.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices.

Notices to the City of Lake Stevens shall be sent to the following address:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425-622-9412

Notices to the Contractor shall be sent to the following address:

Sarah Dylan Jensen
Mockingjay Press, LLC
9010 Market Place
PMB #162
Lake Stevens, Washington
98258 Telephone: 425-280-
4150

18. Applicable Law: Venue: Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

20. Background Check. The Contractor warrants and represents that Contractor and every employee, subcontractor and agent of Contractor performing work or otherwise using the City's premises under this Agreement shall have successfully passed a background check pursuant to RCW 43.43.830-.845. For purposes of this section, "successfully passed" shall mean that the background check has not revealed any "crime against children or other persons" as defined by RCW 43.43.830.

IN WITNESS WHEREOF, the City and Concessionaire have executed this Agreement as of the date first above written.

CITY OF LAKE STEVENS

MOCKINGJAY PRESS, LLC

By: Gene J. Brazel, City Administrator

By: Sarah Dylan Jensen

EXHIBIT A

FARMERS MARKET MANAGEMENT

The Market Manager has responsibility for the day-to-day operations of the Farmers Market. The manager works under and reports to the staff. The Manager will attend monthly meetings, membership meetings and promotional events where applicable. The Manager will also periodically initiate meetings with local business owners, City officials and neighborhood residents as needed. The Manager will make regular reports to the staff highlighting recent activities.

PRIMARY MARKET MANAGER RESPONSIBILITIES:

- Oversee the membership/vendor application process including fielding phone calls from prospective vendors, determining vendor eligibility, processing applications and fees, process & approve stall reservations and maintaining written records, copies of contracts, etc.
- Develop the best possible vendor mix for the market by balancing farm, craft, and prepared food Vendors.
- Maintain wait list for vendors & fill as openings occur.
- Create and maintain the Market Stall Assignments Map and vendor stall assignments and reservations .
- Create and maintain, with approval of city staff, a Rules and Regulations Document for use in educating prospective vendors on rules & procedures for market season.
- Ensure that all vendors have secured the required permits and have a copy of the Rules and Regulations Document. Ensure they follow market procedures, & market rules as outlined in the Rules and Regulations Document.
- Maintain positive, non-discriminatory relations with market vendors .
- Manage requests from not-for-profits and applicable community organizations to participate at markets.

Website:

- Build integrative and accessible Farmers Market website.
- Ensure site is easy to use for customers and vendors where applicable.
- Update accordingly, and as needed.

Permits, Licenses & Memberships:

- Respond to market inquiries and requests with local and state agencies.
- Manage all on site aid programs such as WIC/Senior/Food Stamp Programs (if applicable.)
- Attend any required training.
- Hiring and managing personnel needed for daily operations including volunteers.
- Train and supervise market volunteers, interns or staff. Verify time records.

Maintain Written Records of:

- Vendor documents - application, contract, permits
- Keep current original permits and insurance certificate in the Market Manager Record Box (if applicable)
- Issues or problems with vendors or customers.
- Vendor Health Department records as required by law
- All vendor permits required for the market
- Managers Weekly Market Report, which includes estimated customer volumes, weekly stall fees, sales reports, etc.
- Vendor sales reports and transmit totals to staff.
- Prepare monthly reports (during market season) and end of season (Oct) market report for the staff.

Attend as needed:

- Executive Committee & staff meetings to give a detailed report on the farmers market & any issues.
- Promotions, Budget & Planning Committee meetings to plan and implement events, and to set market goals.
- Council Meetings, Chamber Meetings or Events, and other community or business associations.

Develop and maintain good relationships with:

- Farmers Market staff, and any committees created therein.
- Local community organizations, businesses, and general community
- County health department and City Council & Mayors office.
- Market vendors and shoppers.

MARKETING & OUTREACH RESPONSIBILITIES

- The Market Manager is responsible for promoting the Farmers Market on a weekly and general basis.
- Act as primary public contact for the Farmers Market with the membership, agencies and community.
- Actively recruit new vendors with emphasis on local farmers and food providers.
- Actively recruit live entertainment if decided upon.
- List the Farmers Market in various local advertising calendars - create necessary graphics for specific publications as needed.
- Maintain memberships in organizations that benefit the market (Chamber, Puget Sound Fresh, etc. if desired)
- Develop media contacts, and handle media relations if applicable.
- Develop press releases, advertisements, posters, etc.
- Develop and maintain social media sites to promote the market.
- Actively recruit community members to join the market and/or volunteer.

- Perform other outreach and marketing as determined to meet market goals.
- Design marketing materials including logo, posters and advertisements in accordance with overall market vision and statement.

RESPONSIBILITIES FOR MARKET DAY

- Create site layout and assign vendor placement.
- Be on site each market day during market season:
 - o Arrive no later than 11:30 a.m. to secure site and ensure readiness
 - o Remain on site for duration of market operating hours
 - o Complete market walk through once majority of vendors have packed goods to ensure cleanliness
- Oversee vendor loading and unloading of vehicles and enforce the off-site vendor parking. Oversee outside access to the market site by other vehicles where applicable.
- Set up and take down market HQ tent, music tent, electricity cords, tables, signs, road-blocks, and other market day items that are the primary market responsibility.
- Ensure that all facilities, equipment and utilities are in working order.
- Supervise events, entertainers.
- Enforce market procedures and rules, local and state sanitation and food safety guidelines, and other laws and regulations. Maintain public safety.
- Handle emergencies, complaints, and customer requests.
- Contact police department on morning of market if unauthorized vehicles need to be towed.
- Collect stall fees and vendor sales slips. Process food stamp payments, vouchers, process EBT where applicable.
- Transfer or deposit monies collected on market day to appropriate city staff member or city bank organization no later than the following market date.
- Perform closing duties at end of day, including storing any signage, equipment and market supplies.

EXHIBIT B



**MARKET
DETAILS**

Mockingjay Press, LLC intends to begin the Lake Stevens Farmers Market in June of 2021. Below are the proposed market details:

2021 Market Season will begin June 2 and run through September 29, 2021 with 6 additional market dates outside the regular summer market dates – TBD as needed.

- Being that there are no holidays during this time-frame, the market will operate for 12 consecutive weeks
- This time frame was selected to take advantage of the optimal growing season in the Pacific Northwest ensuring a great vendor turnout with ample produce and fair weather
- Mockingjay Press, LLC suggests the market operate weekly on Wednesdays from 3-7p.m. to incorporate community members that commute and/or work "bankers hours" and to allow them to visit the market upon returning to Lake Stevens
- It is the intention of Mockingjay Press, LLC to curate a good vendor mix and fill the stall areas each week - proposing 30-40 vendors
- Mockingjay Press, LLC intends to manage the market as a singular Market Manager with the possibility of bringing a current employee on for job shadowing and training for future market growth
- Mockingjay Press, LLC will seek volunteer assistance from local community members and organizations for assistance with set-up, tear down and daily market operational programs

EXHIBIT D

MARKET TERMS

Mockingjay Press, LLC presents the following terms of proposed service agreement.

Mockingjay Press, LLC's proposal is for a public-private model allowing the City of Lake Stevens to plan expected ongoing costs and minimize investment risk while allowing future investment payoff.

It is the intent of this proposal that the City of Lake Stevens fund the annual investment of the following line items, setting up the Lake Stevens Farmers Market for professionalism and success in it's duration:

- Lake Stevens Farmers Market Website - estimated \$275
- Email through GSuite Account (connected to website) - estimated \$180
- MarketWerks Market Management Software - estimated \$1000
- Market Liability Insurance - estimated \$500 (depending on provider)
- WSFMA Membership - estimated \$400
- Advertising - printing needs, banner creation and additional graphic design services estimated \$2,000
- Market Manager off-season payment for services - \$2,000 **see attached addendum for full Market Manager position overview of "off- season" tasks that this will help compensate for
- 3 10x10 pop-up tents
 - a. 4 25# tent leg weights per tent
- Electricity outlets & cords for market use
- Miscellaneous sundry items (tablecloths, rack-card holders, etc.) for Market HQ tent information
- Waste removal
- Barricades and road closure signs & manpower to execute prior to market date
- Storage for on-site items (Market HQ tent, tables, cords, signage)

Lake Stevens Farmers Market Operational Plan for 2021 Market Season

With regards to Lake Stevens Health District rules/requirements surrounding COVID-19

Overview:

The Lake Stevens Farmers Market will begin operations on Wednesday, June 2nd – focusing on approved businesses based on Governor Inslee’s most updated Essential Business orders.

We will be adjusting our site plan to better support the spacing requirements set forth by the Snohomish County Health District.

All food vendors & processors will be required to have their items pre-packaged for customer sale. Made-to-order items (i.e. food trucks) will have their meals placed in to-go containers.

Signage will be provided to let customers know of the new guidelines at the market regarding social distancing when shopping/walking and invite them to use hand wash stations we will provide. We have created graphics and are using those in accordance with Snohomish Health District in hopes of requesting customers’ adherence to our rules. We have created a custom media campaign to share on our social media as well instructing customers of our operational changes.

Written Plan of Operations

1. Health Screening:

- Market Staff:
 - We operate on very limited staff every season. Any volunteers will be required to email/text the market manager by 5 pm the day before the market to let the Market Manager know if they have been exposed to COVID-19, are running a fever, or showing any COVID-19 symptoms. Volunteers have been made aware of identifying symptoms to be watchful of.
 - If any vendor or volunteer arrives showing any symptoms or reveals they had been exposed, they will be sent home immediately and instructed to follow the DOH Guidelines to quarantine.
- Vendors:
 - All vendors will be required to email/text the market manager by 5 pm the day before the market to let the Market Manager know if they have been exposed to COVID-19, are running a fever, or showing any COVID-19 symptoms. Vendors have been made aware of identifying symptoms to be watchful of.
 - Market Manager will also check in with each vendor when they arrive, and if they are showing any symptoms, the vendor will be sent home immediately.
- Customers:
 - Given that the market will take place in a City park, we will do our best to limit the entry points of the market, but the space does not allow a complete closure of all access points. We will ensure there are signs around the market to encourage observing social distancing, no eating in the market, and all of the other health requirements for operation. If market staff member feels that person is exhibiting symptoms, we will ask the customer to step aside

and offer to purchase items for them. They will be asked to step back at least 6 feet from the market, and we will provide them with a copy of the DOH Guidelines for quarantine.

- For customers who are at higher risk of illness, we will let them know that many of our vendors offer pre-orders, where they can order their fresh produce ahead of time, and can arrange for pick up at the market HQ tent (placed at the entrance with open access on all sides) without having to enter the market. We will also offer an allocated time from 2:30-3p each week for those customers that fall into the high-risk category.
- An easily readable sign will be posted at the primary entrance of the market, letting all customers know of the rules and restrictions in place.

2. Social Distancing

- Family units will be discouraged, and we will ask that only 1 family member enter the market to shop. We will hold the number of shoppers to 3 for every vendor at the market. Signage at vendor tents will remind shoppers to distance while waiting in line. We are encouraging vendors to have no more than 2 employees, observing social distancing when possible. One for product gathering, one for payment/cashier. Market staff or volunteers will be on hand to remind customers of social distancing. If crowding begins to happen, we will immediately cut back the number of shoppers in the market, while advising customers of the new guidelines.
- We will work to keep the vendors apart during set up ensuring each vendor will be at least 10 feet from the other vendor.
- By limiting the number of customers in the market at a time and recommending that only 1 family member enter the market, we will be encouraging shoppers from not crowding in front of booths. If a crowd does begin to form, a member of the market staff will be there to break it up and help customers move on.
- If an influx of customers occurs, we will ask that those waiting outside the market line up along the road and sidewalk that leads to the market, where staff will indicate appropriate distancing.
- We will encourage shoppers to only walk one way. IF they step out of the center walkway to shop, they go line up at their vendor of choice. After purchase, they go back to center walkway, observing social distancing, and continue through the market till they exit at the other end.
- Throughout the market signs will be posted by each vendors booth asking customers not to gather in groups and reminding them that we ask that both customers and vendors stay home if sick or exposed.
- The Market Manager will be on hand within the market to make sure our social distancing plan is followed.
- Any customer who is not complying with social distancing will be asked to leave directly. We will politely escort them from the market, observing social distancing as best possible, without putting our other shoppers/vendors at risk. Any vendor who is seen not complying with social distancing guidelines will be told to shut their stand down and told they will not be able to return to the market unless their behavior changes.

3. Sanitation

- Market will provide sanitizer spray which will be used hourly to wipe down any common contact surfaces at the market. Market staff will also monitor and disinfect restrooms hourly.
- Each vendor will be required to have a hand wash station (including water station, catch bucket, hand soap and paper towels) in their booth and asked to provide hand sanitizer at their cashier location for use by both customer and cashier.

- Market has interior restroom facilities and appropriate signage will be available for customers to easily find the restrooms and hand wash facilities.

4. Vendors

- List of vendors is attached
- Vendors have been notified on new rules/procedures for packaging.
- All vendors have already been notified that there will be NO sampling at the market.

5. Vendor relocation changes due to North Cove Park Expansion Project

- The expansion project along the proposed Mill Spur beginning in May, 2021, may cause relocation of vendors to another section of North Cove Park, in order to accommodate construction and maintain safety of the vendors and community.
- All efforts will be made to maintain continuity to the market for relocated vendors. Proximity and customer access remain a priority.
- All details for social distancing and sanitation outlined above will continue to be maintained.

Additional Items

- Market will recommend that vendors provide a prepaid option. Farmers who offer prepaid boxes, like CSA's, will be offered a drop off spot right outside the market, where shopper can drive up and pick up order. In this case, shopper will drive up, give name, open trunk, and market staff will put box into trunk.
- Market Manager will compile feedback and notes on what worked well and what needs improvement. Market Manager will also issue "fix it tickets" to those vendors who need to better adhere to compliance of any/all SHD rules.
- Market will be using ample social media campaigns and information sharing to ensure our customers and community are well informed.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 23,
2021

Subject: ILA from Snohomish County to be used for work completed at Frontier Heights Park

Contact	Jill Meis, Parks Planning and Development	Budget	\$20,000
Person/Department:	Coordinator	Impact:	inflow

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Mayor to sign an ILA with Snohomish County for Phase I work at Frontier Heights Park.

SUMMARY/BACKGROUND:

Snohomish County has awarded \$20,000.00 for phase I of Frontier Heights Park. The work includes a playground, walking paths, basketball court, picnic facilities, parking and other amenities.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

\$20,000 inflow

ATTACHMENTS:

- Exhibit A: ILA

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS FOR PARK PROJECT FUNDING

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS FOR PARK PROJECT FUNDING (this “Agreement”), is made and entered into this ____ day of _____, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF LAKE STEVENS, a Washington municipal corporation (the “City”), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County’s residents in the most effective and efficient way possible; and

B. The County Executive and the County Council have determined that it is consistent with the General Policy Plan and in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The County Council approved Amended Ordinance 20-071, adopted November 10, 2020, which adopted the 2021-2026 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan, and which Amended Ordinance is included as Attachment A, incorporated herein by this reference; and

D. The County Council adopted the 2021 CIP Budget which included funding for certain capital improvement projects, including funding for the City of Lake Stevens’ Frontier Heights Park in an amount up to Twenty Thousand and no/100 Dollars (\$20,000) in County REET 2 funds (the “Funds”). These Funds will be used for what is titled “Frontier Heights Park Improvements” project, included as Attachment B, incorporated herein by this reference; and

E. The City of Lake Stevens has provided the following: a written request to the County for the funds (Attachment C, incorporated herein by this reference); a description of the project (Attachment D, incorporated herein by this reference); a confirmation from the City indicating ownership interest in the property (Attachment E, incorporated herein by this reference); a description of the City’s involvement and on-going role in planning, design, development, construction, maintenance, and operation of the Project (Attachment F, incorporated herein by this reference); Proof of Insurance (Attachment G, incorporated herein by this reference); and relevant portions of the City’s Capital Facilities Plan including the property and project; 2021-2022 City Budget and 2015 Parks, Recreation, and Open Space Master Plan, as further described herein (Attachment H, incorporated herein by this reference); and

F. Pursuant to this Agreement and Chapter 39.34 RCW, the City wishes to accept the above-described Funds from the County.

AGREEMENT

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

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the Funds to the City for the City's Frontier Heights Park (the "Project") located near 88th Ave NE and Frontier Circle, Lake Stevens WA 98258 (the "Property").

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2022, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Department of
Parks, Recreation, and Tourism
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

City's Initial Administrator:

Jill Meis, Parks Planning &
Development Coordinator
City of Lake Stevens
1812 Main St/PO Box 257
Lake Stevens WA 98258
(425) 622-9431 phone
JMeis@lakestevenswa.gov

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

4. Project Performance.

4.1 Certification of Real Property Interest. The City represents to the County that the City owns the property upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment").

4.3 Project Deadline. On or before December 31, 2022, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the Property, whichever comes first, the City shall install at the Property a plaque in a form approved by the County that indicates that the County is a financial sponsor of the Project;

4.4.2 The City shall invite the County to all events promoting the Project or Property and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or the Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project, except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the park improvements at the Property accomplished through execution of the Project available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2022, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Twenty Thousand and no/100 Dollars (\$20,000.00).

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

6. Independent Contractor.

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any

employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and the execution of the Project contemplated by this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 In lieu of the insurance required in this Section 9, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days’ Notice. Except as provided in Sections 12.2 and 12.3 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2022, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this

Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third-Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of Lake Stevens, a Washington
municipal corporation

By _____
Name: Dave Somers
Title: Executive

By _____
Name: Brett Gailey
Title: Mayor

Attest/Authenticate

By _____
Name:
Title:

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

Office of the City Attorney

Risk Management Review:

Risk Management

ATTACHMENT A

Amended Ordinance No. 19-072

ATTACHMENT B

ATTACHMENT C

Written request to the County for the funds

FRONTIER HEIGHTS PARK

**TOM TEIGEN, DIRECTOR
SNOHOMSIH COUNTY PARKS
RECREATION AND TOURISM
LAKE STEVENS
BUDGET REQUEST**



Frontier Heights Playground Rendering

Background

Lake Stevens has grown from a resort town to a diverse community of over 33,000 that will top 45,000 people in the next decade. As the city continues to grow, community leaders recognize the importance of providing quality parks and open spaces.

In 2017, the neighboring HOA transferred the 6.2-acre park to the City. In 2018-2019 the City developed a master plan through a public process to restore this park. City staff held open houses with representatives from the Parks and Recreation Planning Board and received feedback from community members and the Frontier Heights HOA. The park is envisioned to include a planned multi-use trail that will be part of a regional trails system, an enhanced playground, family picnic areas, sensory gardens and a multi-use athletic field.

- The Lake Stevens Comprehensive Plan sets community goals to provide high-quality, diversified parks, recreation, and open spaces that provide recreational and cultural opportunities for all ages and interest groups.



Frontier Heights Park is located within the Lake Stevens Center Subarea, near residential and commercial districts. The adjacent area is culturally diverse and constitutes one of the lowest-income areas in Lake Stevens. The park is badly in need of upgrades.

Phases and Budget

Phase I Construction

- Grading, parking & stormwater;
- Multi-modal paved path around the park that continues the north-south trail connection being developed as part of the Lake Stevens Master Trails Plan;
- Inclusive playground; and
- Site amenities including a restroom.
- **Budget – \$500,000. City plans 1-to-1 match of requested \$250,000 in state funds.**

Phase II Construction

- Complete onsite parking;
- Sensory Garden, labyrinth and look out

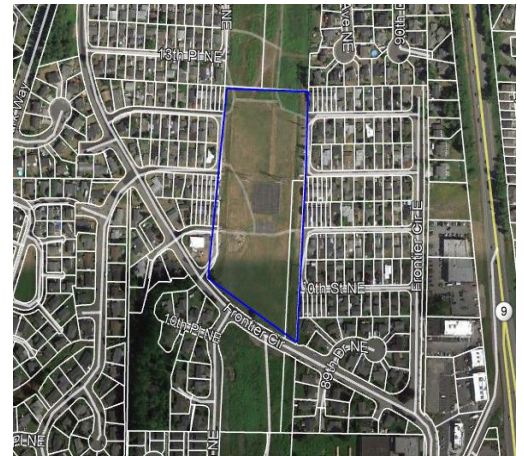
Phase III Construction

- Athletic fields

FRONTIER HEIGHTS PARK

TOM TEIGEN, DIRECTOR SNOHOMSIH COUNTY PARKS RECREATION AND TOURISM LAKE STEVENS BUDGET REQUEST

- Recent increases in commercial development in the area creates an opportunity to make multi-modal connections and enhance economic development.
- Reinvesting in this park is an investment in equity and social justice to provide surrounding neighborhoods with a safe, quality amenity. As all phases of this park are completed, this park will provide unique citywide and regional access and connectivity.
- The city plans to utilize in-kind contributions, donations, matching funds from impact fees, and other grant opportunities to fund additional phases.
- Support:** The following organizations have indicated strong support for this project and the City's 2020 Capital Budget request: **Lake Stevens Arts & Parks Foundation, Sherwood Community Services, Lake Stevens Rotary and Frontier Heights HOA.**



Vicinity Map



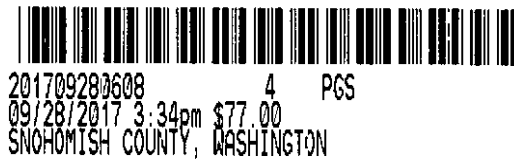
ATTACHMENT D

Frontier Heights Park is a 7.1 acre park in the heart of the Lake Stevens Center Subarea. The park was transferred to the city in 2017 from the Homeowners Association of Frontier Heights neighborhood. The park is in a state of neglect due to deferred maintenance and there is significant safety concern in regard to the play structure. The plan is to regrade the park, install a multi use trail, stormwater upgrades, basketball court, amend soil and reseed athletic field, irrigation, playground and parking.

ATTACHMENT E

A confirmation from the City indicating ownership interest in the property

1148766
No. 9493091 9/28/2017 3:22 PM 10.00
Thank you for your payment.
PHYLLIS



After Recording Return to:

City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258

STATUTORY WARRANTY DEED

Grantor: FRONTIER HEIGHTS HOMES ASSOCIATION
Grantee: CITY OF LAKE STEVENS
Legal Description: Tract C-1, Frontier Heights No. 1, V 27, P. 94-96, ^{5th} 10 Add'l on P. 1
Tax Parcel No. 004518-000-056-00 FIRST AMERICAN 2928031

THE GRANTOR, FRONTIER HEIGHTS HOMES ASSOCIATION, a Washington nonprofit corporation, formerly known as FRONTIER HEIGHTS HOMES ASSOCIATION, INC., doing business as FRONTIER HEIGHTS NO. 2 HOA, for and in consideration of the mutual benefits to the parties, conveys and warrants to CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, the following described real estate, situated in the County of Snohomish, State of Washington:

Tract C-1, Frontier Heights No. 1, according to the plat thereof recorded in Volume 27 of Plats, Pages 94 through 96, inclusive, records of Snohomish County, Washington.

SUBJECT TO: Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Plat of Frontier Heights No. 1 recorded in Volume 27 of Plats, Page(s) 94-96.

Affidavit of Correction to the Plat was recorded under Recording No. 200303130034.

AND SUBJECT TO: Easement, including terms and provisions contained therein:

In Favor Of: City of Seattle
Purpose: Electric transmission and/or distribution system
Recorded: July 9, 1923
Recording No.: 318530

AND SUBJECT TO: Easement, including terms and provisions contained therein:

In Favor Of: United States of America
Purpose: Electric transmission and/or distribution system
Recorded: December 8, 1950
Recording No.: 975777

AND SUBJECT TO: Easement, including terms and provisions contained therein:

In Favor Of: United State of America
Purpose: Electric transmission and/or distribution system
Recorded: December 20, 1950
Recording No.: 977038

AND SUBJECT TO: Easement, including terms and provisions contained therein:

In Favor Of: United State of America
Purpose: Electric transmission and/or distribution system
Recorded: May 25, 1951
Recording No.: 993207

AND SUBJECT TO: Easement, and the terms and provisions thereof:

Grantee: Public Utility District No. 1 of Snohomish County, a
Municipal corporation of the State of Washington
Purpose: Electric transmission and/or communication
Recorded: October 21, 1966
Auditor's File No.: 1906556

AND SUBJECT TO: Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: 2032377, May 24, 1968
Modification and/or amendment by instrument:

Recorded: July 17, 1990
Recording Information: 9007170328

Modification and/or amendment by instrument:
Recorded: November 15, 1990
Recording Information: 9011150523

Modification and/or amendment by instrument:

Recorded: July 19, 1991
Recording Information: 9107190607

Modification and/or amendment by instrument:
Recorded: December 31, 1996
Recording Information: 9612310536

AND SUBJECT TO: Provisions of the Articles of Incorporation and By-Laws of the Frontier Heights Home Association, Inc., and any tax, fee, assessments or charges as may be levied by said association.

Recorded: May 31, 1968
Recording No.: 2033391

AND SUBJECT TO: Easement, and the terms and provisions thereof:
Grantee: Public Utility District No. 1 of Snohomish County

Purpose: Underground electric transmission and distribution lines
Recorded: August 19, 1968
Auditor's File No.: 2048791

DATED this 23 day of SEPTEMBER, 2017.

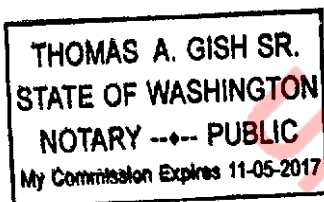
FRONTIER HEIGHTS HOMES ASSOCIATION

By 
DAVID ROMANO, President

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

DATED this 23 day of September, 2017



Thomas A Gish
THOMAS A. GISH SR.
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville
My commission expires 11-5-17

ACCEPTED Spt 26, 2017.

CITY OF LAKE STEVENS, Grantee

By John Spencer
JOHN SPENCER, Mayor

ATTACHMENT F

The City of Lake Stevens acquired the park in late 2017 and started planning the park in 2018-2019. In 2019 the master plan was completed with engineering and design. Construction begins in 2020 with the installation of basketball court, multi-use trail, playground and parking. Once construction is complete the park will be maintained by Lake Stevens Public Work to the level of service outlined by the comprehensive plan.

ATTACHMENT G

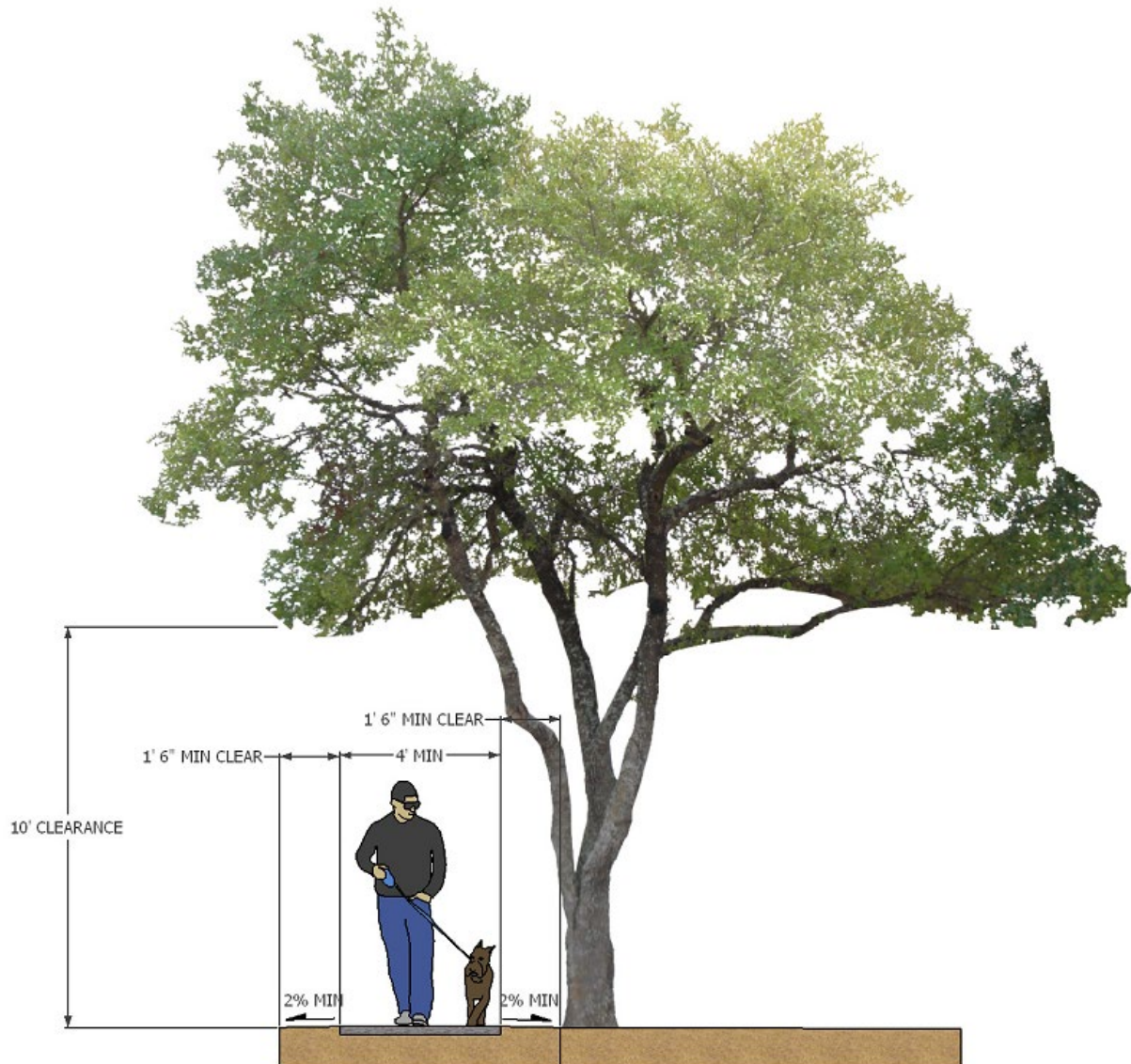
The City of Lake Stevens participates in the WCIA Insurance Pool.

ATTACHMENT H
CITY'S 2019 CAPITAL FACILITIES PLAN

ATTACHMENT F

The City of Lake Stevens acquired the park in late 2017 and started planning the park in 2018-2019. In 2019 the master plan was completed with engineering and design. Construction begins in 2020 with the installation of basketball court, multi-use trail, playground and parking. Once construction is complete the park will be maintained by Lake Stevens Public Work to the level of service outlined by the comprehensive plan.

Chapter 9: Capital Facilities Element





Chapter 9 – Capital Facilities

CHAPTER 9: CAPITAL FACILITIES ELEMENT

A VISION FOR CAPITAL FACILITIES

The city will develop a realistic and achievable capital facilities plan that ensures an effective use of taxpayer and ratepayer dollars that prioritizes capital investments to maintain adopted levels of service; responds to project urgency and feasibility; is consistent with the city's growth strategy; and provides a clear community benefit.

INTRODUCTION

The Comprehensive Plan is a tool for helping government officials think strategically about all aspects of the community and the way the elements interact. The Capital Facilities Element is used to guide public decisions on the use of capital funds. It will also indirectly guide private development decisions by providing strategically planned public capital expenditures which affects the timing and scale of development. Strategic provision of capital infrastructure also helps to mitigate the impacts of growth.

Capital facilities planning requires ongoing communication and cooperation between various disciplines including engineering, finance and planning. The Comprehensive Plan is the common basis relied upon by these disciplines and is intended to provide a realistic and achievable plan. It also requires close communication between the many service providers in Lake Stevens to ensure a coordination of capital improvements and effective use of taxpayer and rate payer dollars.

The Capital Facilities Element promotes effectiveness and efficiency by requiring the city to plan in advance for capital improvements rather than relying on a mechanism with a shorter horizon such as the annual budget. Long range financial planning presents the opportunity to schedule projects so that the various steps in development logically follow one another, with regard to relative urgency, economic desirability and community benefit. In addition, the identification of funding sources results in the prioritization of needs and allows the trade-off between projects to be evaluated.



Chapter 9 – Capital Facilities

PLANNING CONTEXT

State Planning

The Washington State Growth Management Act (GMA) requires that the city of Lake Stevens prepare and maintain a comprehensive plan capital facilities element. This element is required “in order to assure that public facilities will be reasonably available to accommodate planned growth over the next twenty years.” This requirement is referred to as concurrency and specifically means:

- Public facilities that are needed to serve new development and population within a jurisdiction or service area must be in place at the time of development.
- Such facilities must be sized to adequately serve the area without decreasing the services levels established by the jurisdiction.

The GMA also requires that the comprehensive plan be of at least a twenty year planning horizon and be based on population projections supplied by the Office of Financial Management (OFM), and include a capital facilities element with a six-year plan for financing identified capital needs.

WAC 365-195-315 requires that the capital facilities plan address the following:

- An inventory of existing capital facilities owned by the public entity;
- At least a six year plan that will finance such capital facilities within project funding capacities and clearly identifies sources of public money for such purposes;
- Provide or finance capital facilities in a manner that meets concurrency and level-of-service requirements.

Regional Planning

The Puget Sound Regional Council Vision 2040 specifies the Regional Growth Strategy and directs growth primarily into urban growth areas where public services and facilities are better served. The Regional Growth Strategy highlights the need for strategic investments in services and facilities, especially to support growth and development in centers and compact urban communities.

Countywide Planning

The Snohomish Countywide Planning Policies include provisions to ensure the orderly transition of unincorporated areas to city governance, including the provision of services and infrastructure financing. These policies also address the need for consistency of capital



Chapter 9 – Capital Facilities

improvement programming with local comprehensive plans, countywide planning policies and VISION 2040.

Many policies give guidance for counties (and, where appropriate, cities) to review special district plans for consistency with local comprehensive plans and VISION 2040; also, they provide guidance for the review of special district criteria for location and design of schools and other public facilities. And finally, the policies direct jurisdictions to develop strategies to reduce the number of special districts where appropriate.

Lake Stevens Planning

The city of Lake Stevens is somewhat unique to its neighboring jurisdictions because it is responsible for general government services, police services, roads, stormwater and parks while special purpose districts provide all other services and utilities as identified in Chapter 7, Public Utilities and Services Comprehensive Plan Element. These include schools, wastewater, potable water, library, fire prevention, suppression and emergency medical services, and all other utility services.

Lake Stevens has established level of services standards (LOS) for the city's responsibilities detailed in these Comprehensive Plan Chapters and summarized later in this Chapter:

Level of Service Standards

SERVICE	LOCATION IN COMPREHENSIVE PLAN
General Government Services:	Chapter 7- Utilities & Public Services
Police Services	Chapter 7- Utilities & Public Services
Roads and Transportation	Chapter 8 – Transportation
Stormwater	Chapter 7- Utilities & Public Services
Parks	Chapter 5 – Parks, Recreation & Open Space

The city therefore coordinates closely with community service providers to plan appropriate capital investments.



Chapter 9 – Capital Facilities

REVENUE SOURCES

Municipal Revenues

Lake Stevens faces continuing fiscal challenges common to most cities. These are driven in large part by increased costs of doing business, increased service requirements mandated by legislation and restriction or elimination of certain tax revenue streams as a result of prior voter initiatives.

A diverse mix of municipal revenue sources is important, including property taxes, utility taxes, sales taxes and others. Fiscal diversity, like economic diversity, limits risk of over-reliance on a single revenue source. Lake Stevens' General Fund, which supports citizen services and the operations of the city government itself, is heavily dependent on tax revenues and especially property tax and sales and use taxes, for its funding. Property taxes account for 30 percent of General Fund revenues and sales and use taxes account for 25 percent. Other sources of revenue are utility and other taxes, licenses and permits, intergovernmental transfers, charges for services and other minor revenue sources.

Potential New Revenue Sources

Long-term economic sustainability for the city of Lake Stevens requires one or more of the following: increased local jobs, increased municipal revenues derived from business and industry, use of additional land to support community develop and retention of current jobs and revenue sources. Increasing municipal revenues from commercial sources is generally seen as one of the few ways that cities can improve their fiscal situation, recognizing the perception that housing and residents increase demands for services. Cities frequently look toward business attraction and creation to increase local revenues from utility taxes and sales taxes.

Taxes and Fees

There are limited additional sources of revenue that the city could use to meet its fiscal needs. These potential taxes and fees increase the cost of doing business or creating development in the city, and therefore may not be the solution to Lake Stevens' projected fiscal deficit with annexation.

- B&O taxes could potentially generate more revenue; however, at this stage, the city has elected to remain economically competitive by not enacting a B&O tax as a strategy to attract businesses considering locating in the city.
- Impact mitigation fees from new development are used as a means of funding portions of parks or traffic capital projects.



Chapter 9 – Capital Facilities

LAND USE PLANNING CONSIDERATIONS

All land uses generate fiscal impacts on the city by changing revenue collections and the cost of providing services. Costs stem from impacts on city capital facilities and services as well as internal city operations. Revenues come from collection of taxes and fees.

Land use planning can incorporate several considerations related to the city's fiscal position: the anticipated revenues from new development; necessary infrastructure investments and on-going expenses to support future uses; and the current and future market feasibility of each use type.

Diversity of land uses is an important consideration. For example, multifamily housing can play a necessary and critical role in supporting local retail and other businesses by providing housing that workers can afford (keeping the cost of labor and prices down at local retail). Growth in population or business activity creates increased local demand for goods or services by introducing new consumers or producers. New property generates property tax revenues, while consumer spending by additional residents and businesses generates sales tax revenues. Similarly, attracting or growing businesses that draw traffic and spending from elsewhere in the region increases local economic activity and revenue.

Infrastructure investments must also be considered in land use planning. While such investments can be costly to build and support over time, those costs may be outweighed by the increase in property values and spillover effects that such investments can lead to.

INVENTORY AND ANALYSIS

Capital Improvement Plan

This Capital Facilities Element identifies needed improvements, which are of relatively large scale, are generally a non-recurring high cost and may require multi-year financing. The list of improvements focuses on major projects, leaving smaller improvements (less than \$10,000) to be addressed in the annual budget. Figure 9.1 identifies the location of publically-owned facilities, which may be included in the capital facilities plan. Smaller facilities such as traffic signals and drainage ponds are not included on the map.

The Capital Improvement Plan is a six-year financing plan for capital expenditures to be incurred on a year-by-year basis. It is based on priority improvements taking into account, the forecasted revenue over the next six years from various sources. The six-year plan uses the long range 2035 Plan as a key factor to set priorities for capital projects that the jurisdiction plans to undertake, and presents estimates of the resources needed to finance them. The first year of the Capital Facilities Program will be converted to the annual capital budget, while the remaining five-year program will provide for long term planning. Only the expenditures and appropriations in the annual budget represent financial commitments.



Chapter 9 – Capital Facilities

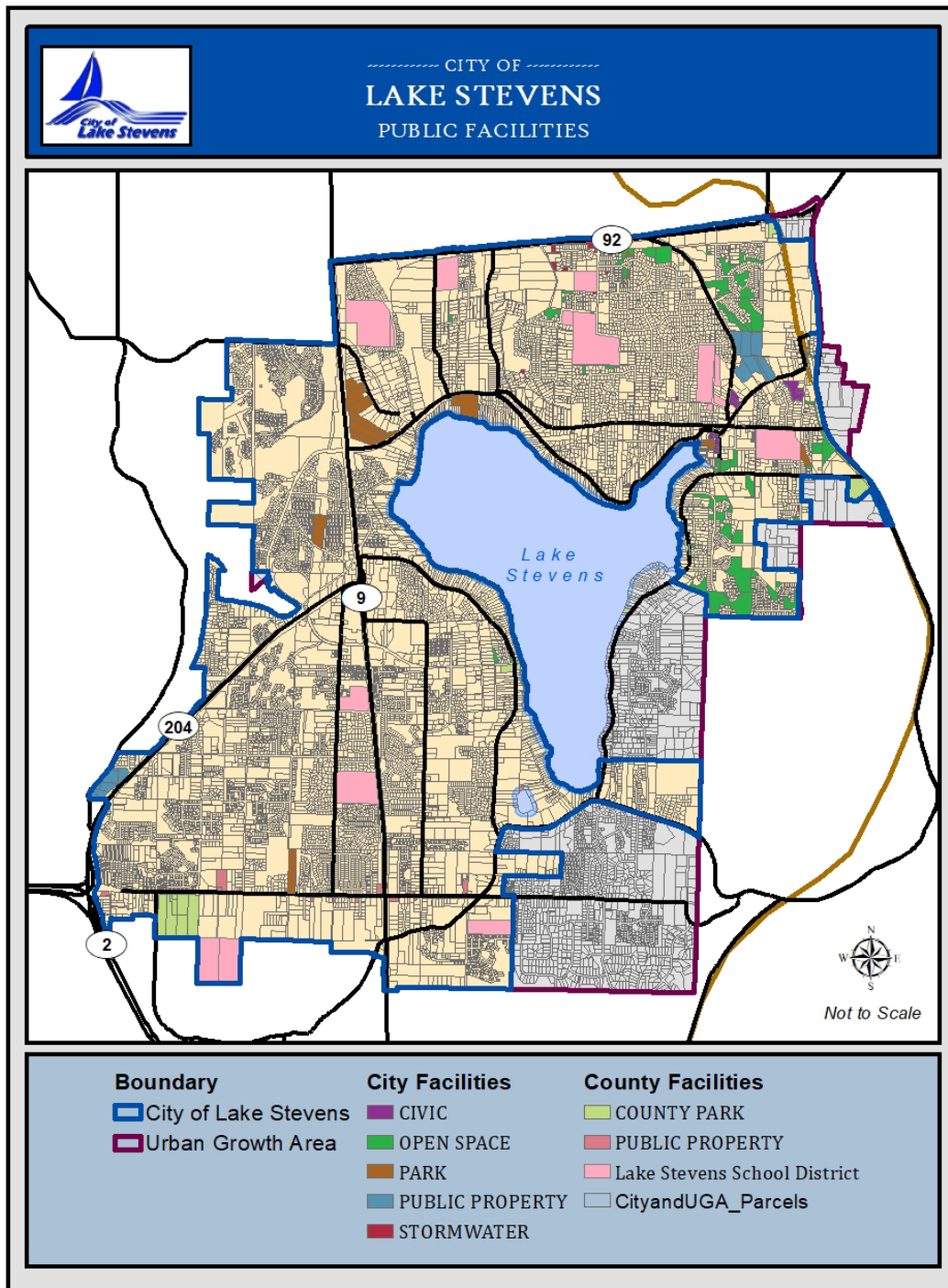


Figure 9.1 – Public Facilities Map



Chapter 9 – Capital Facilities

Definition of Capital Improvement

For the purposes of capital facility planning, “capital improvements” are major projects, activities or maintenance costing over \$10,000 and requiring the expenditure of public funds over and above annual operating expenses. They have a life expectancy of more than ten years and result in an addition to the city's fixed assets and/or extend the life of the existing capital infrastructure. The cost estimates may include design, engineering efforts, permitting, environmental analysis, land acquisition, construction, major maintenance, site improvements, energy conservation projects, landscaping and initial furnishings and equipment. Capital improvements do not include equipment or the city's rolling stock, nor does it include the capital expenditures of private or non-public organizations.

Subarea Capital Facilities Planning

The city has embarked on subarea planning over the past few years. As part of these subarea plans, the city adopted a Subareas Capital Facilities Plan which is an important associated document to this Element. The study describes utility infrastructure required for redevelopment of the Lake Stevens Center, , 20th Street SE Corridor, and Downtown Lake Stevens including transportation, sewer, water and stormwater. The city is currently responsible for transportation outside of state routes, except that the city is responsible for maintenance of state routes within city limits and stormwater facilities. Special purpose districts provide sewer and water infrastructure and services.

The proposed projects are described in the Capital Facilities section of the plans with estimated costs representing costs typical for public works projects competitive bidding in accordance with Washington State law. The estimated costs are partitioned by expected funding, which could change based on available public funding, grants, development or private financing, or negotiated development agreements. The capital plan describes the infrastructure requirements, phasing, cost partitioning and proposed financing alternatives for the subareas. .

PROJECTION OF CAPITAL FACILITY NEEDS

Identified Needs

All public facility needs have been identified in the other elements of the Comprehensive Plan. Through the process of developing this Capital Facilities Element the financial feasibility of the other elements has been ensured. The other Plan elements describe the location and capacity of any facilities available through December 31, 2014 and analyze the need for increased capacity from 2015-2035. The capital improvements needed to satisfy future and existing substandard development and maintain adopted level of service standards are identified and listed in Table 9.4, and include projects from the adopted Subarea Capital Facilities Plan, adopted by Council on September 24, 2012, which provides a detailed discussion and list of infrastructure needs and projects in the subareas.



Chapter 9 – Capital Facilities

Table 9.1, which includes the adopted Subarea Capital Facilities Plan, provides a brief description of each of the capital improvement projects with an estimate of the total project costs. The year indicates when the projects must be completed in order to maintain the adopted level of service standards for the respective facilities. Capital improvement projects have been identified for transportation, parks and recreation, government and stormwater drainage facility improvements. Facilities for wastewater, potable water, fire protection, schools and solid waste are contained in district and agency plans, coordinated with, but independent of the city's Comprehensive Plan.

Prioritization of Capital Facilities

The capital improvement needs listed in Table 9.1 (attached at the end of the chapter) that includes the projects found in the adopted Subarea Capital Facilities Plan were developed by the city staff based on community-wide input and the other elements of this Comprehensive Plan. The following criteria were applied in developing the final listing of proposed projects:

- **Service Considerations:** Safety, Health and Welfare Factors, Environmental Impact, Effect on Quality of Service;
- **Economic Considerations:** Potential for Financing, Impact on Future Operating Budgets, Timeliness of Opportunity, Benefit to Economy and Tax Base;
- **Feasibility Considerations:** Legal Mandates, Citizen Support, Staff Availability; and
- **Consistency Considerations:** Goals and Objectives in Other Elements of this Plan, Linkage to Other Planned Projects, Plans of Other Jurisdictions, County-Wide Planning Policies.

Cost estimates in this element are presented in 2019 dollars and were derived from various federal and state documents, published cost estimates, records of past expenditures and information from private contractors.

FUTURE NEEDS AND ALTERNATIVES

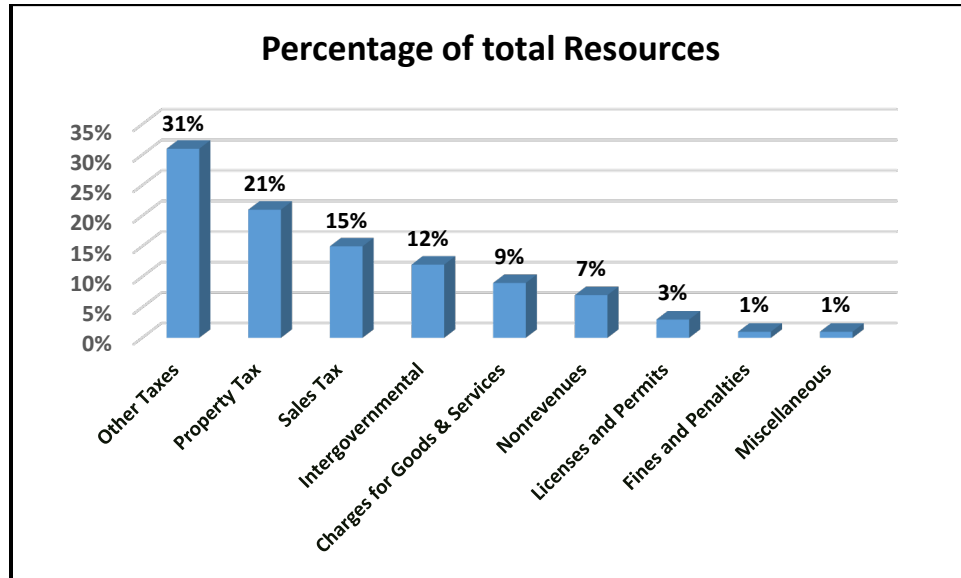
Current Revenue Sources

The largest single source of non-restricted revenue for the city is the *ad valorem* property tax, which generally accounts for 20 percent of city revenue. The city's assessment for this tax is usually set at the maximum rate. Figure 9.2 depicts the distribution of revenue sources for the city.



Chapter 9 – Capital Facilities

FIGURE 9.2 – Source of Existing City Resources, Average 2014



FINANCIAL RESOURCES

To ensure that the city is using the most effective means of collecting revenue, the city inventoried the various sources of funding currently available. Financial regulations and available mechanisms are subject to change; furthermore, changing market conditions influence the city's choice of financial mechanism. Therefore, the city should periodically review the impact and appropriateness of its financing system. The following list of sources includes all major financial resources available and is not limited to those sources which are currently in use or will be used in the six-year schedule of improvements.

Debt Financing

Short-Term Borrowing: The high cost of many capital improvements requires local governments to occasionally use short-term financing through local banks.

Revenue Bonds: These bonds are financed by those benefiting from the capital improvement. The debt is retired using charges collected from the users of public facilities such as sewer systems and electrical power plants. Interest rates tend to be higher than for general obligation bonds and issuance of the bonds may be approved without a voter referendum.

Industrial Revenue Bonds: Bonds issued by a local government, but actually assumed by companies or industries that use the revenue for construction of plants or facilities. The attractiveness of these bonds to industry is that they carry comparatively low interest rates



Chapter 9 – Capital Facilities

due to their tax-exempt status. The advantage to the jurisdiction is the private sector is responsible for retirement of the debt.

General Obligation Bonds: Bonds backed by the value of the property within the jurisdiction. Voter-approved bonds increase property tax rates and dedicate the increased revenue to repay bondholders. Councilmanic bonds do not increase taxes and are repaid with general revenues. Revenue may be used for new capital facilities, or maintenance and operations of existing facilities. This debt should be used for projects that benefit the city as a whole.

Local Multi-Purposes Levies

Ad Valorem Property Taxes: Tax rate in millions (1/10 cent per dollars of taxable value). The maximum rate is \$3.60 per \$1,000 assessed valuation. The city is prohibited from raising its levy more than 1 percent of the previous year's amount levied before adjustments, new construction and annexation. A temporary or permanent access levy may be assessed with voter approval. Revenue may be used for new capital facilities, or maintenance and operations of existing facilities.

Local Single Purpose Levies

Emergency Medical Services Tax: The EMS tax is a property tax levy of \$0.50 for emergency medical services. Revenue may be used for new capital facilities, or maintenance and operations of existing facilities. The city's EMS service are currently provided by the Lake Stevens Fire District.

Motor Vehicle Fuel Tax: This tax is paid by gasoline distributors and distributed by the Department of Licensing. Revenues must be spent for highway (city streets, county roads and state highways) construction, maintenance or operations; policing of local roads; or related activities.

Local Option Fuel Tax: This is a countywide voter approved tax equivalent to 10 percent of Statewide Motor Vehicle Fuel Tax and a special fuel tax of 2.3 cents per gallon. Revenue is distributed to the city on a weighed per capita basis. Revenues must be spent for highway (city streets, county roads and state highways) construction, maintenance or operations; policing of local roads; or highway-related activities.



Chapter 9 – Capital Facilities

Local Non-Levy Financing Mechanisms

Reserve Funds: Revenue that is accumulated in advance and earmarked for capital improvements. Sources of funds can be surplus revenues, funds in depreciation reserves or funds resulting from the sale of capital assets.

Fines, Forfeitures and Charges for Services: This includes various administrative fees and user charges for services and facilities operated by the jurisdiction. Examples are franchise fees, sales of public documents, property appraisal fees, fines, forfeitures, licenses, permits, income received as interest from various funds, sale of public property, rental income and all private contributions to the jurisdiction. Revenue from these sources may be restricted in use.

User Fees, Program Fees and Tipping Fees: Fees or charges for using park and recreational facilities, solid waste disposal facilities, sewer services, water services, surface water drainage facilities. Fees may be based on measure of usage, a flat rate or design features. Revenues may be used for new capital facilities, or maintenance and operations of existing facilities.

Street Utility Charge: Fee up to 50 percent of actual costs of street construction, maintenance and operations charged to businesses and households. The tax requires local referendum. The fee charged to businesses is based on the number of employees and cannot exceed \$2.00 per employee per month. Owners or occupants of residential property are charged a fee per household that cannot exceed \$2.00 per month. Both businesses and households must be charged. Revenue may be used for activities such as street lighting, traffic control devices, sidewalks, curbs, gutters, parking facilities and drainage facilities.

Special Assessment District: District created to service entities completely or partially outside of the jurisdiction. Special assessments are levied against those who directly benefit from the new service or facility. This includes Local Improvement Districts, Road Improvement Districts, Utility Improvement Districts and the collection of development fees. Funds must be used solely to finance the purpose for which the special assessment district was created.

Special Purpose District: District created to provide a specified service. Often the district will encompass more than one jurisdiction. This includes districts for fire facilities, hospitals, libraries, metropolitan parks, airports, ferries, parks and recreation facilities, cultural arts, stadiums and convention centers, sewers, water flood controls, irrigation and cemeteries. Voter approval is required for airport, parks and recreation and cultural arts, stadium and convention districts. District has authority to impose levies or charges. Funds must be used solely to finance the purpose for which the special purpose district was created.



Chapter 9 – Capital Facilities

Transportation Benefit Districts: Chapter 36.73 RCW enables cities and counties to create transportation benefit districts in order to finance and carry out transportation improvements necessitated by economic development and to improve the performance of the transportation system.

Lease Agreements: Agreement allowing the procurement of a capital facility through lease payments to the owner of the facility. Several lease packaging methods can be used. Under the lease-purchase method the capital facility is built by the private sector and leased back to the local government. At the end of the lease, the facility may be turned over to the municipality without any future payment. At that point, the lease payments will have paid the construction cost plus interest.

Privatization: Privatization is generally defined as the provision of a public service by the private sector. Many arrangements are possible under this method ranging from a totally private venture to systems of public/private arrangements, including industrial revenue bonds.

Impact Fees: These fees are paid by new development based upon its impact to the delivery of services. Impact fees must be used for capital facilities needed by growth, not for current deficiencies in levels of service, and cannot be used for operating expenses. These fees must be equitably allocated to the specific entities which will directly benefit from the capital improvement and the assessment levied must fairly reflect the true costs of these improvements. Impact fees may be imposed for public streets and roads, publicly owned parks, open space and recreational facilities, school facilities and fire protection facilities (in jurisdictions that are not part of a fire district).

Storm Drainage Utility Charge: Utility district created to specifically provide storm and drainage management, maintenance and operation. Fees would be levied against properties receiving benefit of storm water management.

State Grants and Loans

Community Development Block Grant (CDBG): Grant funds available for public facilities, economic development, housing and infrastructure projects which benefit low and moderate income households. Grants distributed by the Department of Community Development primarily to applicants who indicate prior commitment to project. Revenue restricted in type of project and may not be used for maintenance and operations.

Community Economic Revitalization Board: Low-interest loans (rate fluctuates with State bond rate) and occasional grants to finance infrastructure projects for a specific private sector development. Funding is available only for projects which will result in specific private developments or expansions in manufacturing and businesses that support the trading of goods and services outside of the State's borders. Projects must create or retain



Chapter 9 – Capital Facilities

jobs. Funds are distributed by the Department of Trade and Economic Development primarily to applicants who indicate prior commitment to project. Revenue restricted in type of project and may not be used for maintenance and operations.

Public Works Trust Fund (PWTF): Low interest loans to finance capital facility construction, public works emergency planning and capital improvement planning. To apply for the loans the city must have a capital facilities plan in place and must be levying the original 1/4 real estate excise tax. Funds are distributed by the Department of Community Development. Loans for construction projects require matching funds generated only from local revenues or state shared entitlement revenues. PWTF revenues may be used to finance new capital facilities, or for maintenance and operations of existing facilities.

Federal Project Grants (LWCF): Federal monies are available for the acquisition and construction of outdoor park facilities from the National Park Service's (NPS) Land and Water Conservation Fund (LWCF). The grants are administered by the Washington State Recreation and Conservation Office (RCO).

NPS grants usually do not exceed \$150,000 per project and must be matched on an equal basis by the local jurisdiction. The RCO assigns each project application a priority on a competitive statewide basis according to each jurisdiction's need, population benefit, natural resource enhancements and a number of other factors. In the past few years, project awards have become extremely competitive as the federal government has significantly reduced the amount of federal monies available under the NPS program. The state has increased contributions to the program over the last few years using a variety of special funds, but the overall program could be severely affected by pending federal deficit-cutting legislation.

Applicants must submit a detailed comprehensive park and recreation plan to be eligible for NPS funding. The plan must demonstrate facility need and prove that the city's project proposal will adequately satisfy local park and recreation needs and interests. This Comprehensive Plan functions as the city's detailed park and recreation plan for such grant purposes (See Chapter 5).

State Project Grants (ALEA): Washington State created a number of new programs in recent years for park and recreation development purposes using special state revenue programs. Recently enacted programs include the 1985 Aquatic Lands Enhancement Act (ALEA) using revenues obtained by the Washington Department of Natural Resources from the lease of state owned tidal lands. The ALEA program is administered by RCO for the development of shoreline-related trail improvements and may be applied for the full cost of the proposal.

Urban Arterial Trust Account (UATA): Revenue available for projects to alleviate and prevent traffic congestion. Entitlement funds are distributed by the State Transportation Improvement Board (STIB) subject to UATA guidelines and with a 20 percent local matching requirement. Revenue may be used for capital facility projects to alleviate roads that are



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structurally deficient, congested with traffic, or have accident problems.

Transportation Improvement Account: Revenue available for projects to alleviate and prevent traffic congestion caused by economic development or growth. Entitlement funds are distributed by the State Transportation Improvement Board with a 20 percent local match requirement. For cities with a population of less than 500 the entitlement requires only a 5 percent local match. Revenue may be used for capital facility projects that are multi-modal and involve more than one agency.

Centennial Clean Water Fund: Grants and loans for the design, acquisition, construction and improvement of Water Pollution Control Facilities and related activities to meet state and federal water pollution control requirements. Grants and loans are distributed by the Department of Ecology with a 50-25 percent matching share. Use of funds limited to planning, design and construction of Water Pollution Control Facilities, storm water management, ground water protection and related projects.

Water Pollution Control State Revolving Fund: Low interest loans and loan guarantees for water pollution control projects. Loans distributed by the Department of Ecology. Applicant must show water quality need, have a facility plan for treatment works and show a dedicated source of funding for repayment.

Washington State Recreation and Conservation Office: Provides leadership, grant funding and technical assistance for the building of trails, parks, boating facilities, water access and more. Office administers 12 grant programs for providing recreation, conserving habitat, measuring farmland and recovering salmon. Applicants must complete a planning process before applying for funding. Most grants require either a cash or in-kind contribution of up to 50 percent of the cost of the project.

Federal Grants and Loans

Federal Aid Bridge Replacement Program: Funds available with a 20 percent local matching requirement for replacement of structurally deficient or obsolete bridges. Funds are distributed by the Washington State Department of Transportation on a statewide priority basis. Therefore, the bridge must be on the State of Washington Inventory of Bridges.

Federal Aid Safety Programs: Revenue available for improvements at specific locations which constitute a danger to vehicles or pedestrians as shown by frequency of accidents. Funds are distributed by Washington State Department of Transportation from a statewide priority formula and with a 10 percent local match requirement.



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Federal Aid Emergency Relief: Revenue available for restoration of roads and bridges on the federal aid system which are damaged by extraordinary natural disasters or catastrophic failures. Local agency declares an emergency and notifies Division of Emergency Management, upon approval entitlement funds are available with a 16.87 percent local matching requirement.

Department of Health Water Systems Support: Revolving, low-interest loans for upgrading existing small water systems, ensuring effective management and achieving maximum conservation of safe drinking water. Grants distributed by the State Department of Health through intergovernmental review.

Intermodal Surface Transportation Efficiency Act (ISTEA): ISTEA (referred to as "ice tea") provides funding to the State for transportation oriented projects. Several federal programs were combined to create one umbrella program. Separate areas of funding are made available through Washington State Department of Transportation (WSDOT) or the Puget Sound Regional Council (PSRC) focusing on motor vehicles, bicycles, pedestrians, carpooling, HOV lanes, commuter trains, bridges, highway safety, environmental and "enhancement" projects. Grants are generally awarded on a competitive basis within the County, Puget Sound region or the State.

CAPITAL FACILITY STRATEGIES

In order to realistically project available revenues and expected expenditures on capital facilities, the city must consider all current policies that influence decisions about the funding mechanisms, as well as policies affecting the city's obligation for public facilities. The most relevant of these are described below. These policies along with the goals and policies articulated in the other elements of the Comprehensive Plan were the basis for the development of various funding scenarios. Any variations from the current policies in the development of the six-year Capital Improvement Plan Table 9.2 were incorporated into the goals and policies of the Comprehensive Plan.

Mechanisms to Provide Capital Facilities

Increase Local Government Appropriations: The city will investigate the impact of increasing current taxing rates and will actively seek new revenue sources. In addition, on an annual basis the city will review the implications of the current tax system as a whole.

Analysis of Debt Capacity: Generally, Washington State law permits a city to ensure a general obligation bonded debt equal to 1.5 percent of its property valuation without voter approval. By a 60 percent majority vote of its citizens, a city may assume an additional general obligation bonded debt of 1 percent, bringing the total for general purposes up to 2.5 percent of the value of taxable property. The value of taxable property is defined by law as



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being equal to 100 percent of the value of assessed valuation. For the purpose of supplying municipally-owned electric, water or sewer service, and with voter approval, a city may incur another general obligation bonded debt equal to 2.5 percent of the value of taxable property. At the current time, the city of Lake Stevens does not supply these services; however, the city has an interest in where the utility purveyors invest in infrastructure. With voter approval, cities may also incur an additional general obligation bonded debt equal to 2.5 percent of the value of taxable property for parks and open space. Thus, under State law, the maximum general obligation bonded debt which a city may incur cannot exceed 7.5 percent of the assessed property valuation.

Municipal revenue bonds are not subject to a limitation on the maximum amount of debt which can be incurred. These bonds have no effect on the city's tax revenues because they are repaid from revenues derived from the sale of services.

The city of Lake Stevens has used general obligation bonds and municipal revenue bonds very infrequently. Therefore, under state debt limitations, it has ample debt capacity to issue bonds for new capital improvement projects as shown in Table 9.3. However, the city does not currently have policies in place regarding the acceptable level of debt and how that debt will be measured.

The city has developed the 20-year Capital Facilities Program to address future growth plans and anticipates new development will pay a proportionate share of impacts to meet concurrency requirements.

User Charges and Connection Fees: User charges are designed to recoup the costs of public facilities or services by charging those who benefit from such services. As a tool for affecting the pace and pattern of development, user fees may be designed to vary for the quantity and location of the service provided. Thus, charges could be greater for providing services further distances from centers.

Mandatory Dedications or Fees in Lieu of: The jurisdiction may require, as a condition of plat approval, that subdivision developers dedicate a certain portion of the land in the development to be used for public purposes, such as roads, parks, or schools. Dedication may be made to the local government or to a private group. When a subdivision is too small or because of topographical conditions a land dedication cannot reasonably be required, the jurisdiction may require the developer to pay an equivalent fee in lieu of dedication.

The provision of public services through subdivision dedications not only makes it more feasible to serve the subdivision, but may make it more feasible to provide public facilities and services to adjacent areas. This tool may be used to direct growth into certain areas.



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Table 9.3 – Limitation of Indebtedness

I. INDEBTEDNESS FOR GENERAL PURPOSES WITHOUT A VOICE OF THE PEOPLE					
Councilmanic: Legal Limit 1.5% of taxable property			Capacity	Less Outstanding	Remaining Debt Capacity
1.5% times 4,926,997,520 equals			73,904,963	11,106,000	62,798,963
II. INDEBTEDNESS FOR GENERAL PURPOSES WITH A 3/5 VOTE OF THE PEOPLE					
Councilmanic: Legal Limit 2.5% of taxable property			Capacity	Less Outstanding	Remaining Debt Capacity
2.5% times 4,926,997,520 equals			123,174,938	0	123,174,938
I & II. TOTAL INDEBTEDNESS FOR GENERAL PURPOSES					
Councilmanic: Legal Limit 2.5% of taxable property			Capacity	Less Outstanding	Remaining Debt Capacity
2.5% times 4,926,997,520 equals			123,174,938	11,106,000	112,068,938
III. INDEBTEDNESS FOR CITY UTILITY PURPOSES WITH A 3/5 VOTE OF THE PEOPLE					
Councilmanic: Legal Limit 2.5% of taxable property			Capacity	Less Outstanding	Remaining Debt Capacity
2.5% times 4,926,997,520 equals			123,174,938	0	123,174,938
IV. INDEBTEDNESS FOR OPEN SPACE AND PARK FACILITIES WITH A 3/5 VOTE OF THE PEOPLE					
Councilmanic: Legal Limit 2.5% of taxable property			Capacity	Less Outstanding	Remaining Debt Capacity
2.5% times 4,926,997,520 equals			123,174,938	0	123,174,938
TOTAL	7.50%		TOTAL CAPACITY	TOTAL LESS OUTSTANDING	TOTAL REMAINING DEBT CAPACITY
			369,524,814	11,106,000	358,418,814



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Negotiated Agreement: Agreement whereby a developer studies impact of development and proposes mitigation for city's approval. These agreements rely on the expertise of the developer to assess the impacts and costs of development. Such agreements are enforceable by the jurisdiction. The negotiated agreement will require lower administrative and enforcement costs than impact fees.

Impact Fees: Impact fees may be particularly useful for a community that is facing rapid growth and with existing residents desiring to minimize the impacts to the existing levels of service.

Obligation to Provide Capital Facilities

Coordination with Other Public Service Providers: Local goals and policies as described in the other Comprehensive Plan elements are used to guide the location and timing of development. However, many local decisions are influenced by state agencies, special purpose districts and utilities that provide public facilities within the city of Lake Stevens. The planned capacity of public facilities operated by other entities is essential not only for the location and timing of public services, but also in the financing of such services and for the community to realize infrastructure and growth sustainability.

The city's plan for working with the natural gas, electric and telecommunication providers is detailed in the Public Services and Utilities Element Chapter 8. This Plan includes policies for sharing information and a procedure for negotiating agreements for provision of new services in a timely manner.

The Level of Service Standards for other public service providers such as school districts, sewer provider and private water providers are addressed in their respective Capital Facility programs. The city's policy is to exchange information with these entities and to provide them with the assistance they need to ensure that public services are available and that the quality of the service is maintained.

Level of Service Standards: Level of service standards are an indicator of the extent or quality of service provided by a facility that are related to the operational characteristics of the facility. They are a summary of existing or desired public service conditions. The process of establishing level of service standards requires the city to make quality of service decisions explicit. The types of public services for which the city has adopted level of service standards will be improved to accommodate the impacts of development and maintain existing service in a timely manner with new development.

Level of service standards will influence the timing and location of development, by clarifying which locations have excess capacity that may easily support new development and by delaying new development until it is feasible to provide the needed public facilities.



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TABLE 9.4 – LEVEL OF SERVICE STANDARDS

FACILITY	ADOPTED LOS
Streets and Roads	
Major and Minor Arterials	LOS E
Collector Roadways	LOS E
Local Access Roadways	LOS C
SR9, SR204 and SR92*	LOS set by Puget Sound Region Council
Transit*	Coordination with Community Transit
Domestic Water*	
Domestic Supply	100 per capita per day - Adopted by Snohomish County PUD
Commercial	Adopted by Snohomish County PUD
Fire Flow	
Domestic and Commercial	Per IFC
Sewer	
Residential & Equivalent Commercial*	70 gallons per capita per day
Schools*	
Early Learning	State mandated LOS
K-5	State mandated LOS
6-8	State mandated LOS
9-12	State mandated LOS
Home School Program	State mandated LOS
Fire Protection*	
Fire Response	COORDINATE WITH Lake Stevens FD
Medical Response	COORDINATE WITH Lake Stevens FD
Law Enforcement	
Emergency Response	3 – 4 minutes
Non-emergency Response	6 – 10 minutes
Parks, Recreation and Open Space	
Community Parks	> 10 acres, within 2.5 miles
Neighborhood Parks	≤ 10 acres, within 1 mile
Mini-Parks	≤ 1 acre, within ½ mile residential or commercial
School Parks	Varies
Special Use Parks & Facilities	Varies
Trails & Pedestrian Facilities	Varies, within 1 mile of residential
Open space	Varies
Libraries*	
Building	Coordinated with Sno-Isle Library District
Solid Waste*	
Residential	3.3 pounds per capita per day
Other Government Services	
Building	Varies

*City considers and adopts special purpose district Capital Planning Document



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In addition, to avoid over extending public facilities, the provision of public services may be phased over time to ensure that new development and projected public revenues keep pace with public planning. The city has adopted a level of service standard for six public services. The specific standards are identified in Chapters 5, 7 and 8 and summarized in Table 9.4 below.

Concurrency Management System Ordinance: The city adopted a concurrency implementation ordinance which contains procedures for reviewing proposed development within the city based on the available capacity of public facilities coupled with the adopted Level of Service standard for them.

Methods for Addressing Shortfalls

The city will not be able to finance all proposed capital facility projects, therefore, it has clearly identified the options available for addressing shortfalls and how these options will be exercised. The city evaluates capital facility projects on both an individual basis and a system-wide basis. In deciding how to address a particular shortfall the city will balance the equity and efficiency considerations associated between each of these options.

When the city identifies a potential shortfall, the city may address it by increasing revenue, examining and adjusting levels of service as appropriate, look for additional creative, cost effective solutions for constructing the facility, use a phasing solution to implement the facility construction and/or other methods as appropriate.

Six-Year Capital Improvement Plan

Financial Assumptions

The following assumptions about future operating conditions in the local government and market conditions were used in the development of the six-year Capital Improvement Plan Table 9.2:

- The city will maintain its current fund accounting system to handle its financial affairs.
- The cost of running the local government will continue to increase due to inflation and other factors, while revenues will decrease.
- New revenue sources, including new taxes, may be necessary to maintain and improve city services and facilities.
- Significant capital investment is needed to maintain, repair and rehabilitate the city's aging infrastructure and to accommodate future growth.
- Public investment in capital facilities is the primary tool of local government to support and encourage economic growth.



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- A comprehensive approach to review, consider and evaluate capital funding requests is needed to aid decision-makers and citizenry in understanding the capital needs of the city.
- Special purpose districts will cooperate and coordinate in the city's approach to capital facility planning to ensure growth is guided as directed.

In accordance with the existing accounting system, financial transactions are recorded in individual "fund" accounts. Capital improvements will be financed through the following funds:

- General Fund
- Capital Improvement Fund
- Transportation Improvement Fund
- Enterprise Fund

PROJECTED REVENUES

Projected Tax Base

The city's tax base was projected to increase at a 1 percent annual rate of growth for the adjusted taxable value of property (including new construction). The assessment ratio is projected to remain stable at 100 percent. This is important to the overall fiscal health of the city; however, capital improvements are also funded through non-tax resources.

Revenue by Fund

General Fund: This is the basic operating fund for the city, however, historically a number of capital improvements have been financed through this fund. Ad valorem tax yields were projected using the current tax rate and the projected 1 percent annual rate of growth for the city's assessed valuation. The General Fund will generally be allocated 72 percent of the annual tax yield from ad valorem property taxes. Sales tax projection estimates are based on historical trend data and increase approximately 1 percent per year.

Transportation Funds: Expenditures from these funds include direct annual outlays for capital improvement projects as well as the operating expenditures of the Street Fund. The revenues in this fund represent total receipts from state and local gas taxes. The projection estimates are based on state projections for gasoline consumption, current state gas tax revenue sharing methodologies and continued utilization of local option gas taxes at current levels. This fund also includes state and federal grant monies dedicated to transportation improvements.



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Capital Improvement Funds: These revenues are committed to annual debt service and capital projects. The revenues in this fund represent continued capture of the real estate excise tax revenues necessary to meet annual debt service obligations on outstanding general obligation bonds.

Enterprise Fund: The revenue in this fund is used for the annual capital, debt service and operating expenditures for services that are operated and financed similar to private business enterprises. The projected revenues depend upon income from user charges, bond issues, state or federal grants and carry-over reserves.

Table 9.5 indicates the expected revenue available to the city to finance capital improvements and related operation and maintenance costs for the years 2015-2020.

Revenue amounts projected are based on past trends.

Table 9.5 – Revenue Projections Affecting Capital Improvements (Thousands)

FUNDS	2015	2016	2017	2018	2019	2020
General Fund	9,229	8,741	8,696	8,789	8,878	8,985
Total General	9,229	8,741	8,696	8,789	8,878	8,985
Street Fund	2,155	2,209	2,264	2,321	2,379	2,438
Total Transportation	2,155	2,209	2,264	2,321	2,379	2,438
Storm Water Management	1,545	1,560	1,576	1,592	1,608	1,624
Total Proprietary	1,545	1,560	1,576	1,592	1,608	1,624
CIP - Development Contributions	315	99	28	28	28	28
REET	804	614	620	626	633	639
Sidewalk Capital Project	-	-	-	-	-	-
Total Capital Project	1,119	713	648	654	661	667

Plan Implementation and Monitoring

Projected Expenditures

For the purpose of this fiscal assessment, projected capital expenditures have been aggregated to include:

- The direct cost of scheduled capital improvement projects presently underway;



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- Capital improvement debt service expenditures for outstanding and planned bond issues; and
- The direct cost of capital facilities in Table 9.1.

These expenditures represent additional costs to maintain adopted level of service standards under projected growth conditions.

The Six-Year Schedule of Funded Improvements referred to as the 6-Year CIP (Table 9.2) is the mechanism by which the city can stage the timing, location, projected cost and revenue sources for the capital improvements identified for implementation in the other Comprehensive Plan Elements. The Six-Year Schedule of Funded Improvements is economically feasible within the target revenues discussed in the preceding sections of this element entitled Inventory and Analysis.

Table 9.1 lists the capital facilities by type and provides estimates of project costs by year. The distribution among years matches the years in which capital improvement work is planned in order to achieve or maintain the adopted Level of Service standards and measurable objectives for various public facilities.

The capital improvement projects listed in Table 9.2 are inclusive of all anticipated capital improvements as assessed by city departments for the six year planning period.

Monitoring and Evaluation

Monitoring and evaluation are essential in ensuring the effectiveness of the Capital Facilities Program Element. This element will be regularly reviewed and amended to verify that fiscal resources are available to provide public facilities needed to support adopted LOS standards and measurable objectives. The review will reevaluate the following considerations in order to determine their continued appropriateness:

1. Any needed changes to costs, revenue sources, acceptance of dedicated facilities, or the date of construction of any facility enumerated in the element.
2. The Capital Facilities Element's continued consistency with the other elements and its support of the Land Use Element.
3. The priority assignment for addressing public facility deficiencies.
4. The city's progress in reducing or eliminating deficiencies.
5. The criteria used to prioritize capital improvement projects.
6. The city's effectiveness in maintaining the adopted LOS standards and achieving measurable objectives.
7. The city's effectiveness in reviewing the impacts of plans and programs of state agencies that provide public facilities with the city's jurisdiction.



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8. The effectiveness of impact fees and dedications for assessing the degree to which new development pays for its impacts.
9. The impacts of special districts and any regional facility and service provision upon the city's ability to maintain its adopted LOS standards or to achieve its measurable objectives.
10. Success of securing grants or private funds to finance capital improvements.
11. Capital improvements needed for the latter part of the planning period for update of the Six-Year Schedule of Improvements.
12. Concurrency status.

Analysis of Infrastructure

Capacity of Infrastructure

City Hall Facilities: As the city continues to grow, so has the need for updated facilities. In 2016, the city of Lake Stevens purchased property to house new civic buildings near Chapel Hill and 99th Ave NE. In 2017, the city began a master planning exercise and needs assessment to identify preferred alternatives for a centralized city campus that may include a potential location for a new library. In 2019, the city of Lake Stevens purchased property the Fire District Complex off South Lake Stevens road to house the new Police Station.

Water System: The quality of the water provided by the PUD is good and the service meets present needs, with each household using approximately 300 gallons of water per day. Relying on standards developed for previous water supply plans, the city has decided to adopt 100 gallons of water per capita per day as a level of service standard.

Provision of water to future development not only depends on capacity, but also on design considerations. The PUD anticipates having enough capacity to serve the projected population; however, the costs of providing this service will vary significantly due to design. The PUD will also need to carefully consider the impact of very large industrial developments.

Wastewater Disposal Facilities: The city of Lake Stevens and the Lake Stevens Sewer District have a combined sewer system currently operated by the Sewer District. The Sewer District completed construction of a new wastewater treatment plant to serve the larger population in the city and the urban growth boundary for the planning period. The plant is capable of expansion to service additional needs beyond 2035.

There are few homes still on septic within the city and most of these do not pose a health threat. If such a threat becomes imminent, city ordinance does allow the city to mandate that a home with a failing septic system and within 300 feet of a sewer line be hooked up to the



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system. Most new homes being built are on the sewer system, as the minimum parcel size for a septic system to be used is 12,500 square feet.

Solid Waste Disposal: The County anticipates that it will have adequate landfill capacity during this planning period, especially since most jurisdictions have or are initiating a curbside recycling program. The city has a mandatory garbage and recycling program.

Medical and Emergency Facilities: The city is adequately served by Providence Hospitals. EMS services are provided by the Lake Stevens Fire Prevention District No.8.

Police and Fire Protection: The provision of safe, commercial and industrial areas improves the quality of life for current residents and makes the city more attractive for new residents and businesses. As specified in Public Services and Utilities Element Chapter 7, the Police Department will strive for a level of service that maintains an Emergency Response Time of 3 to 4 minutes and a non-emergency response time of 6 to 10 minutes. Periodic staffing review will ensure the level of service is being met.

Public Education Facilities: To meet the demand generated by growth, the Lake Stevens School Districts' capital facilities plan calls for construction of two new elementary schools and a middle school in that time frame.

Library: Current library space is undersized to serve the existing library service area. The city is currently working with Sno-Isle Regional Library on a joint location for a new facility.

Transportation Facilities: Various types of land uses will need different types of transportation and will place different demands on the transportation system. Residential areas need access to centers of employment; commercial and industrial enterprises need access to supplier and consumer markets; and transportation corridors are often used to extend public services and utilities. This plan projects future transportation needs according to the Land Use Plan and recent annexations.

Parks: Chapter 5 is the Parks, Recreation and Open Space Element, which establishes specific goals and policies to guide decision-making and contains a detailed needs assessment for planning, acquisition, development and improvement of facilities and lands. The needs assessment provides the framework for the capital parks and recreation projects identified in Table 9.1.

GOALS AND POLICIES

GOAL 9.1 THE CITY WILL STRIVE TO BE A SUSTAINABLE COMMUNITY AROUND THE LAKE WITH UNSURPASSED INFRASTRUCTURE FOR AN EXCEPTIONAL QUALITY OF LIFE.



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Policies

- 9.1.1 Ensuring good fiscal stewardship.
- 9.1.2 Using smart growth principles to understand how the city's planned growth pattern affects the investments that will be needed, and investing in where new growth should occur.
- 9.1.3 Expertly planning for the short and long term costs to support infrastructure expenditures and leave a quality legacy.

GOAL 9.2 PROVIDE PUBLIC FACILITIES IN A MANNER WHICH PROTECTS INVESTMENTS IN, AND MAXIMIZES USE OF, EXISTING FACILITIES AND PROMOTES ORDERLY COMPACT URBAN GROWTH.

Policies

- 9.2.1 Capital improvements shall be provided to correct existing deficiencies, to replace worn out or obsolete facilities and to accommodate desired future growth.
- 9.2.2 Capital improvement projects identified for implementation in this Plan and at a cost of at least \$10,000 shall be included in the Six-Year Schedule of Improvement. Capital improvements with a cost of less than \$10,000 should be reviewed for inclusion in the six-year Capital Improvement Program and the annual capital budget.
- 9.2.3 Proposed capital improvement projects shall be evaluated and prioritized in consideration of the following criteria:
 - a. Need exists to correct existing deficiencies, replace facilities, or to provide for growth;
 - b. Elimination of public hazards;
 - c. Elimination of capacity deficits;
 - d. Financial feasibility;
 - e. Site needs based on projected growth patterns;
 - f. Environmental impacts;
 - g. New development and redevelopment;
 - h. Plans of state agencies; and
 - i. Local budget impact including costs for operations and maintenance.



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GOAL 9.3 DEVELOPMENT SHALL BEAR ITS FAIR SHARE OF COSTS OF PROVIDING PUBLIC FACILITIES AT THE ADOPTED LEVELS OF SERVICE.

Policies

- 9.3.1 Transportation and park impact fees shall be sufficient to pay the fair share of improvement costs necessitated by new development.
- 9.3.2 Appropriate funding mechanisms for developments' contribution of a fair share of other public facility improvements [such as recreation, drainage and solid waste] will be considered for implementation as the city develops them.

GOAL 9.4 PROVIDE NEEDED CAPITAL IMPROVEMENTS TO MAINTAIN ADOPTED LEVELS OF SERVICE.

Policies

- 9.4.1 The city shall continue to adopt an annual capital budget and a six-year capital improvement program as part of its budgeting process.
- 9.4.2 Debt shall be managed so that city general obligation debt will not exceed debt limitations set by state law and the city's ability to pay. There are no limits placed on revenue bonds other than the ability to pay.
- 9.4.3 Efforts shall be made to secure grants or private funds whenever available to finance the provision of capital improvements.
- 9.4.4 Fiscal policies to direct expenditures for capital improvements will be consistent with other Comprehensive Plan Elements.

GOAL 9.5 COORDINATE LAND USE DECISIONS AND FINANCIAL RESOURCES WITH A SCHEDULE OF CAPITAL IMPROVEMENTS TO MEET ADOPTED LEVEL OF SERVICE STANDARDS, MEASURABLE OBJECTIVES.

Policies

- 9.5.1 Certain public facilities and services needed to support development shall be available concurrent with the development. The city shall adopt a concurrency program subject to concurrency requirements which shall include transportation, parks and sanitary sewer. The city will consider in the future the feasibility of implementing concurrency for stormwater and potable water.
- 9.5.2 The city will support and encourage the joint development and use of cultural and community facilities with other governmental or community organizations in areas



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of mutual concern and benefit.

- 9.5.3 The city will emphasize capital improvement projects, which promote the conservation, preservation or revitalization of commercial, industrial and residential areas in Lake Stevens.
- 9.5.4 Proposed Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:
- a. Contribute to a condition of public hazards;
 - b. Exacerbate any existing condition of public facility capacity deficits;
 - c. Generate public facility demands that exceed capacity increase planning in the Six-Year Schedule of Improvements;
 - d. Conform to future land uses as shown on the future land use map of the Land Use Element;
 - e. Accommodate public facility demands based upon adopted LOS standards and attempts to meet specified measurable objectives, when public facilities are developer-provided;
 - f. Demonstrate financial feasibility, subject to this element, when public facilities are provided, in part or whole, by the city; and
 - g. Affect state agencies' facilities plans and siting of essential public facilities.
- 9.5.5 Continue to update prioritizations on Table 9.2 as needs are identified; and move projects/facilities to and/or from Table 9.1 to 9.2 as funding becomes available.



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TABLE 9.1 – 20 YEAR CAPITAL FACILITIES PROGRAM, 2015-2035

TABLE 9.1 – CAPITAL FACILITIES PROGRAM, 2020-2046 (Updated in 2019) <u>TRANSPORTATION</u>								
ROAD	FROM	TO	COST	YEAR/S	Local	State/Fed	Mitigation	Dev Imp
116 th Avenue NE	20 th St NE	26 th St NE	>2026	\$1,900,000	X		X	
117 th Avenue NE	20 th St NE to 26 th Street NE	150 ft. S of 28 th St NE	2020-2021	\$1,932,000	X		X	X
123rd Ave NE	20th St NE	22nd St. NE	2020-2026	\$500,000	X		X	X
123rd Ave NE	18th St NE	17th St NE	>2026	\$1,094,300	X		X	X
131 st Avenue NE	20 th St NE	Hartford Rd	2020-2026	\$1,489,000	X		X	
16 th Street NE	Main St	134 th Ave NE	>2026	\$1,737,000	X		X	
17th Pl NE-Stormwater System	114th Ave NE		2020-2026	\$300,000	X		X	X
18th St NE	Main St	125th Ave NE	>2021	\$428,820	X		X	X
18th St NE	Main St	125th Ave NE	>2021	\$2,649,804			X	X
18th St NE/Festival Street	123rd Ave NE	Main St NE	2020-2026	\$1,287,281	X		X	X
20th St NE	east of Main St	Centennial Trail	>2021	\$1,284,475	X	X	X	X
20th St NE	Grade Rd	500' w of 123rd SE	>2021	\$1,500,257	X		X	X
20th St NE & Main Intersection	Intersection		2021-2024	\$1,112,004	X	X	X	X
20th St SE	83rd Ave SE	91st Ave SE	2020-2021	\$8,000,000	X	X	X	X
20th St SE	79th Ave SE	83rd Ave SE	2020-2026	\$2,400,000	X		X	X
20th St SE	73rd Ave SE	79th Ave SE	>2026	\$2,455,200	X	X	X	X
20th St SE	US 2	73rd Ave SE	>2026	\$2,557,500	X	X	X	X
20th St SE/73rd SE - Intersection	73rd Ave SE	-	>2026	\$500,000			X	X
20th St SE/79th SE - Intersection	79th Ave SE	-	2020-2026	\$300,000	X	X	X	X
20th St SE/SR 9 - Intersection			>2026	\$4,327,000	X		X	X
20 th Street NE Widening	Main St	111 th Dr NE	>2026	\$1,668,000	X		X	
22 nd Street NE	117 th Ave NE	123 rd Ave NE	>2026	\$768,000	X		X	
24th St SE	73rd Ave SE	79th Ave SE	>2026	\$3,653,000			X	X



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24th St SE	83rd Ave SE	87th Ave SE	>2026	\$5,278,000			X	X
24th St SE	SR 9	91st Ave SE	>2026	\$3,000,000			X	X
24th St SE - Pedestrian and Road Improvement	83rd Ave SE	79th Ave SE	>2026	\$1,728,300			X	X
24th St SE/73rd SE - Intersection	73rd Ave SE	-	>2026	\$800,000			X	X
24th St SE/79th SE - Intersection	79th Ave SE	-	>2026	\$800,000			X	X
24th St SE/83rd SE - Intersection	83rd Ave SE	-	>2026	\$800,000			X	X
24th St SE/SR 9 - Intersection			>2026	\$4,000,000	X		X	X
26 th Street NE	115 th Ave NE	117 th Ave NE	>2026	\$280,000	X		X	
28 th Street NE	Old Hartford Rd	N. Machias Rd	>2026	\$470,000	X		X	
30 th Street NE non-motorized	113rd Ave NE	Cedar Rd NE	>2026	\$540,000	X	X	X	
32 nd Street NE	118 th St NE	Grade Rd	>2026	\$545,000	X		X	X
36 th Street NE	Grade Road	Old Hartford Road	2020-2026	\$1,000,000	X		X	
4th St SE	91st Ave SE	SR-9	>2026	\$622,000	X	X		
79th Ave SE - Pedestrian & Road Improvement	20th St SE	24th St SE	2020-2026	\$1,179,300			X	X
91st Ave SE - Pedestrian Improvement	20th St SE	4th St SE	>2026	\$4,770,000	X	X	X	X
91st Ave SE - Pedestrian Improvement & Road construction	20th St SE	24th St SE	2020-2026	\$4,600,000	X		X	X
91 st Ave NE- Pedestrian Improvements	8th Street NE	12 Street NE	>2026	\$610,000		X	X	
91 st Ave NE- Pedestrian Improvements	12 Street NE	20 th Street SE	>2026	\$1,100,000				
91st Ave NE (RT turn pocket on 91st Ave NE NB onto SR204)			2020-2026	\$800,000				
99th Ave NE	Market	4th St NE	>2026	\$1,170,000	X		X	X
99th Ave SE - Pedestrian Improvement	20th St SE	4th St SE	>2026	\$4,763,800	X	X	X	X
99th Ave SE - Pedestrian Improvement	20th St SE	Lake Stevens Rd	>2026	\$5,507,800			X	X
Callow Road Drainage Improvement	Drainage Easement	tributary to Lundeen Creek	2020-2026	\$200,000				
Cedar Road	Forest Road	29th St NE	>2026	\$2,273,000	X	X		
East Lakeshore Drive – non motorized	Main St	7 th St NE	>2026	\$1,450,000	X	X	X	
Grade Road	20th St NE	SR 92	>2026	\$15,607,836	X	X	X	X
Hartford Rd & Drainage Imp	Catherine Creek Crossing		>2026	\$700,000	X	X	X	
Lundeen Pkwy Corridor Ped Imp	Vernon Rd	99 th Ave NE	>2026	\$900,000	X		X	



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Lundeen/Vernon - Intersection	Vernon Rd	-	>2026	\$400,000	X	X	X	X
Main Street	16th St NE	20th St NE	2020-2026	\$6,500,000	X		X	X
Market Pl (EB right turn on Market Pl onto SR9-striping only)			2020-2026	\$50,000				
Mitchell Dr/118th Ave NE	N. Lakeshore Dr	20 th St NE	>2026	\$1,400,000	X		X	
Mitchell Ro/Manning Road	200ft W of 116 th Dr NE	600 ft. E of 116 th Dr NE	>2026	\$360,000	X		X	X
N Davies/FV - RAB	north Frontier Village		2022-2024	\$150,000		X		
North Lakeshore Dr	123rd Ave NE	550 west of 123rd NE	>2026	\$788,739	X	X	X	X
North Lakeshore Dr	123rd Ave NE	Main St NE	>2026	\$282,920	X		X	X
Old Hartford Road	36 th St NE	Hartford Road	>2026	\$2,323,000	X		X	
S Lake Stevens Rd - intersection improvement	S. Davies Rd		>2026	\$800,000	X		X	X
S Lake Stevens Road Multi-use path	18th St SE	East Lakeshore Drive	2020-2026	\$270,200	X	X	X	X
S Lake Stevens Road Multi-use path	East of SR9	99th Ave SE	2019-2026	\$5,000,000	X	X	X	X
SR 92 & Grade Rd RAB	Intersection		>2026	\$4,105,221	X	X	X	X
SR 92 and 127th Ave NE RAB	Intersection		>2026	\$1,750,000		X		
SR9/SR204/System (SR9/204, 91st/204, 4th/SR9)	North of SR204	South of 4 th and West of 91 st	2022-2024	\$69,000		X		
Vernon Road	91st Ave NE	SR 9	>2026	\$935,000	X	X	X	X
Gateway Signs at Roundabouts	SR9	SR204	2020-2026	\$50,000				
Lake Stevens - Lake Level Study			2020-2021	\$80,000				



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**TABLE 9.1 – CAPITAL FACILITIES PROGRAM, 2020-2046 (Updated
in 2019)
FACILITIES**

FACILITIES	DESCRIPTION OF WORK	YEARS/S	COST
North Cove Park-Phase 1	Pavillion Center for North Cove Park	2020-2022	\$6,000,000
Police Station		2020	\$9,000,000
Old Police Station Rehabilitation		2020	\$200,000
Community Conference Center	Design and Construction of Community Conference Center, near North Cove Park	2023-2026	\$2,500,000
Public Works Shop	A tenant improvement of the City's Public Works Department Shop to include reconstruction of the office spaces and second floor. Individual offices and meeting space(s) will be added. The kitchen area will be remodeled.	2020-2021	\$842,800
Decant Facility	Construct a decant facility on the City's property on Hartford Road. The decant facility will have five decant bays and four material storage bays. The site will be paved with asphalt and secured with a chainlink fence.	2020-2022	\$2,300,000
Downtown Property Acquisition	Purchase property for potential parking and other public purpose	2020-2022	\$500,000



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TABLE 9.1 – CAPITAL FACILITIES PROGRAM, 2020-2046 (Updated in 2019)
PARKS

PROJECT	DESCRIPTION OF WORK	YEAR/S	COST
Cavalero Community Park Phase 1 Development (Partnership with Snohomish County)	Construct Skate Park, and pedestrian pathway	2019-2022	\$750,000
Frontier Heights Park Redevelopment	Regrading, install storm improvements & pedestrian path, basketball court, picnic shelter, and playground.	2020-2026	\$4,000,000
20 th Street Ballfields & Parking Lot Development	Provide three practice fields of various sizes that can be used for soccer, football, frisbee and other field sports. In addition, a perimeter gravel trail, a pickleball court, horseshoe pits and a natural playground will be installed. Limited perimeter fencing that does not exceed four feet tall will be installed to prevent park users from gaining access to nearby utility poles. The parking lot will be installed on an adjacent City property for use by park visitors.	2020-2026	\$1,000,000
Eagle Ridge Master Plan- Phase I	Design and construct a playground, restroom, and other park amenities.	2020-2026	\$850,000
North Cove Park – Phase II	Northwest corner of North Cove Park. Project includes play structure, restroom, picnic shelter, grading, landscaping, riparian area restoration and parking lot.	2020	\$1,300,000
Lakeside Path Right-of-Way/Easement Acquisition (northern section)		>2021	\$327,382
Lakeside Path Right-of-Way/Easement Acquisition (eastern section)		>2021	\$222,684
Lakeside Path Right-of-Way/Easement Acquisition (southern section)		>2021	\$1,150,000
Neighborhood Park Acquisition (near 20 th Street SE)		>2021	\$1,000,000
Shoreline Acquisition		>2020	\$1,500,000



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Power Line Trail Right-of-Way/Easement Acquisition		>2020	\$838,200
Powerline Trail Construction (northern segment)		>2021	\$699,600
Power Line Trail Construction (southern segment)		>2021	\$641,700
Hartford Road Walking Path/Trail Head		>2021	\$50,000
Catherine Creek and Centennial Woods Trail Improvements		2020	15, 200

Table 9.2 - 2020-2026 6-Year Capital Improvement Plan Summary

Project ID #	PROJECT NAME	DESCRIPTION OF WORK	YEAR/S	TOTAL PROJECT COST
TRANSPORTATION & STORMWATER IMPROVEMENTS				
16041	79 th Ave SE Access Road	Construct 20 th Ave SE to 24 th Ave SE	2020-2026	\$1,179,300
17005	24 th St and 91 st Ave Extensions, includes regional stormwater pond construction	Construct new collector roads between SR 9 and 20 th St SE	2020-2026	\$17,000,000
18004	South Lake Stevens Road Multi Use Path	Design and construct a multi-use path on S. Lake Stevens Road between 18 th St SE and East Lakeshore Drive. The 4,700 LF path will provide grade separation and landscaping buffer where possible.	2019-2021	\$2,702,000
18008	20th Street SE Phase II includes regional stormwater pond construction	The project will construct sidewalks along both sides of roadway, four (4) through lanes with a center turn lane, and storm drainage between 83rd to 91st. Project will also include the construction of a drainage pond, street lighting, interconnect infrastructure, and new signal cabinet.	2020-2023	\$8,000,000
	18th St NE/Festival Street	Construct festival street/18th St NE between Main street to 123rd Ave NE.	2021-2022	\$2,800,000
18013	Main Street	Construct 16 th Street NE to 20 th Street NE	2020-2026	\$6,500,000
18021	US 2 Trestle HOV Transit Congestion Jump (BAT) Lane	HOV lane on 20th Street SE. WSDOT State Regional Mobility Grant of \$1.8 million with a required City	2020-2026	\$2,700,000



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		match of \$800,000, for a total of \$2.6M for the project.		
18028	Callow Road Drainage Improvement	Design and construct approximately 1000 LF of drainage improvements, and a sediment settling facility along Callow road near the stream tributary east of Callow Road to minimize sediment deposit and seasonal flooding.	2020-2026	\$200,000
	Sidewalk Improvement Program	location varies annually	Annually	\$200,000
18029	117th Sidewalk	Design and construct approximately 2,200 LF of 5ft wide separated sidewalk along east side of 117th Ave NE. Work will also include storm drainage improvement, utility relocations and ROW acquisition.	2020-2026	\$1,345,000
18033	123rd Sidewalk	Construct 500 LF of sidewalk between 20th St. NE to 22nd St. NE	2020-2026	\$500,000
19013	Bridge 6 Replacement & 36th St NE Road Improvement	The project is to design and replace existing Bridge 6 along 36th St NE; Work will also correct vertical sag curve on roadway near bridge.	2020-2026	\$1,000,000
19009	17th Place/114th Stormwater System in cul-de-sac	This study is to evaluate historic, current and potential future hydrologic conditions in the Lake Stevens basin and outfall as it relates to lake level management and downstream conveyance, evaluate on-going and potential future flooding and/or habitat issues associated with different precipitation or flow scenarios, and develop alternative solutions to address the identified problems.	2020-2021	\$30,000
19010	Lake Stevens lake level study	This study is to evaluate historic, current and potential future hydrologic conditions in the Lake Stevens basin and outfall as it relates to lake level management and downstream conveyance, evaluate on-going and potential future flooding and/or habitat issues associated with different precipitation or flow scenarios, and develop	2020-2021	\$80,000



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		alternative solutions to address the identified problems.		
	EB right turn on Market Pl onto SR9	EB right turn on Market Pl onto SR9 (restriping only)	2020-2026	\$50,000
	RT turn pockect on 91st Ave NE Northbound onto SR204	RT turn pockect on 91st Ave NE Northbound onto SR204	2020-2026	\$800,000
	10ft multi-use path along South Lake Stevens Road (East of SR9 to 99th Ave SE)	10ft multi-use path along South Lake Stevens Road (East of SR9 to 99th Ave SE)	2020-2026	\$1,000,000
	Hwy 9 Beautification	Gateway signs for 3 RABs (2 at Market St to Vernon Rd; one at 24th St SE & SR9)	2020-2022	\$20,000
	131st Ave NE sidewalk Improvement	Sidewalk between 20th St NE & Harford Dr. (possible ROW acquisition)	2026	\$2,000,000
	Pavement Preservation Program	Overlay and Crackseal — location varies annually	Annually	
Project ID #	PROJECT NAME	DESCRIPTION OF WORK	YEAR/S	TOTAL PROJECT COST
	FACILITY PROJECTS			
18035	Police Station	Construct tenant improvements and new evidence facility to convert the existing Fire Department Administration Complex into a police station. The City has acquired the properties from the fire district.	2020-2021	\$9,000,000
	Police Station Restoration — Existing Building	Repair structural deficiency	2020-2021	\$200,000
18012	North Cove Park Phase I	Grading, construct North Cove Park pavilion building, water feature, plaza and street frontage improvements Near North Cove Park	2020-2022	\$6,000,000
18003	Public Works Shop	A tenant improvement of the City's Public Works Department Shop to include reconstruction of the office spaces and second floor. Individual offices and meeting space(s) will be added. The kitchen area will be remodeled.	2020-2021	\$842,800
	Downtown Property Acquisition	Purchase property for potential parking and other public purpose	2020-2022	\$500,000
19006	Community Conference Center	Design and Construction of Community Conference Center, near North Cove Park.	2023-2026	\$2,500,000



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18037	Decant Facility	Construct a decant facility on the City's property on Hartford Road. The decant facility will have five decant bays and four material storage bays. The site will be paved with asphalt and secured with a chainlink fence.	2020-2026	\$2,300,000
	PARK PROJECTS			
	<i>Planning</i>			
	Trails, Paths and Pedestrian Facilities Master Plan		On-going	\$50,000
	<i>Acquisition</i>			
	Lakeside Path Right-of-Way/Easement Acquisition (northern section)		>2021	\$237,382
	Lakeside Path Right-of-Way/Easement Acquisition (eastern section)		>2021	\$222,684
	Lakeside Path Right-of-Way/Easement Acquisition (southern portion)		>2021	\$1,150,000
	Shoreline Acquisition		2020-2026	\$1,500,000
	Power Line Trail Right-of-Way/Easement Acquisition		>2021	\$838,200
	<i>Development</i>			
18036	Complete Phase 1 remaining phases of the Eagle Ridge Master Plan	Design and Construction of Playground, restroom, and other park amenities	2020-2026	\$850,000
	Power Line Trail Construction (northern segment)		On-going	\$699,600
	Power Line Trail Construction (southern segment)		On-going	\$641,700
16011	Cavalero Community Park Development (Partnership with Snohomish County)	Construct skate park and pedestrian pathway	2019-2021	\$750,000



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18010	Frontier Heights Redevelopment	Regrading, install storm improvements and pedestrian path, basketball court, picnic shelter, and playground.	2020-2023	\$4,000,000
18022	20 th Street Ballfields	Provide three practice fields of various sizes that can be used for soccer, football, frisbee and other field sports. In addition, a perimeter gravel trail, a pickleball court, horseshoe pits and a natural playground will be installed. Limited perimeter fencing that does not exceed 4 feet tall will be installed to prevent park users from gaining access to nearby utility poles. The parking lot will be installed on an adjacent City property for use by park visitors.	2020-2026	\$1,000,000
19012	North Cove Phase II	Northwest corner of North Cove Park. Project includes play structure, restroom, picnic shelter, grading, landscaping, riparian area restoration and parking lot.	2020	\$1,300,000
	Hartford Road Walking Path/Trail Head		>2020	\$1,300,000
	Catherine Creek and Centennial Woods Trail Improvements		2020	\$15,200



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 23,
2021

Subject: ILA from Snohomish County to be used for survey work for Centennial Trail Connection

Contact	Jill Meis, Parks Planning and Development	Budget	\$50,000
Person/Department:	Coordinator	Impact:	inflow

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Mayor to sign an ILA with Snohomish County for planning and survey work for Centennial Trail Connector on Machias Cut-off Road.

SUMMARY/BACKGROUND:

Snohomish County has awarded \$50,000.00 for the planning and surveying for a Centennial Trail Connector along Machias Cut-off Road inside City limits. This connector will provide a continuous separated trail connection between the South Lake Stevens Trail and the Centennial Trail. City Council has placed a priority on trails for the community and adopted a Trails Master Plan in 2020. The connector is consistent with the Trails Master Plan.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

\$50,000 inflow

ATTACHMENTS:

► Exhibit A: ILA

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS FOR PARK PROJECT FUNDING

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS FOR PARK PROJECT FUNDING (this “Agreement”), is made and entered into this ____ day of _____, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF LAKE STEVENS, a Washington municipal corporation (the “City”), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County’s residents in the most effective and efficient way possible; and

B. The County Executive and the County Council have determined that it is consistent with the General Policy Plan and in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The County Council approved Amended Ordinance 20-071, adopted November 10, 2020, which adopted the 2021-2026 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan, and which Amended Ordinance is included as Attachment A, incorporated herein by this reference; and

D. The County Council adopted the 2021 CIP Budget which included funding for certain capital improvement projects, including funding for the City of Lake Stevens’ Trail Connection in an amount up to Fifty Thousand and no/100 Dollars (\$50,000) in County REET 2 funds (the “Funds”). These Funds will be used for what is titled “Trail Connection – 1.3 miles” project, included as Attachment B, incorporated herein by this reference; and

E. The City of Lake Stevens has provided the following: a written request to the County for the funds (Attachment C, incorporated herein by this reference); a description of the project (Attachment D, incorporated herein by this reference); a confirmation from the City indicating ownership interest in the property (Attachment E, incorporated herein by this reference); a description of the City’s involvement and on-going role in planning, design, development, construction, maintenance, and operation of the Project (Attachment F, incorporated herein by this reference); Proof of Insurance (Attachment G, incorporated herein by this reference); and relevant portions of the City’s Capital Facilities Plan including the property and project; 2021-2022 City Budget and 2015 Parks, Recreation, and Open Space Master Plan, as further described herein (Attachment H, incorporated herein by this reference); and

F. Pursuant to this Agreement and Chapter 39.34 RCW, the City wishes to accept the above-described Funds from the County.

AGREEMENT

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

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the Funds to the City for the City's Trail Connection (the "Project"): 1.3 mile trail connecting South Lake Stevens multi-use trail to the Centennial Trail in Lake Stevens WA 98258 (the "Property").

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2022, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Department of
Parks, Recreation, and Tourism
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

City's Initial Administrator:

Jill Meis, Parks Planning &
Development Coordinator
City of Lake Stevens
1812 Main St/PO Box 257
Lake Stevens WA 98258
(425) 622-9431 phone
JMeis@lakestevenswa.gov

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

4. Project Performance.

4.1 Certification of Real Property Interest. The City represents to the County that the City owns the property upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment").

4.3 Project Deadline. On or before December 31, 2022, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the Property, whichever comes first, the City shall install at the Property a plaque in a form approved by the County that indicates that the County is a financial sponsor of the Project;

4.4.2 The City shall invite the County to all events promoting the Project or Property and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or the Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project, except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the park improvements at the Property accomplished through execution of the Project available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2022, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00).

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

6. Independent Contractor.

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any

employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and the execution of the Project contemplated by this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 In lieu of the insurance required in this Section 9, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days’ Notice. Except as provided in Sections 12.2 and 12.3 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2022, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this

Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third-Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of Lake Stevens, a Washington
municipal corporation

By _____
Name: Dave Somers
Title: Executive

By _____
Name: Brett Gailey
Title: Mayor

Attest/Authenticate

By _____
Name:
Title:

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

Office of the City Attorney

Risk Management Review:

Risk Management



One Community Around the Lake

Tom Teigen, Director
Snohomish County Parks, Recreation and Tourism
6705 Puget Park Drive
Snohomish WA 98296

Re: Centennial Trail Connector

Dear Tom Teigen,

The City of Lake Stevens requests funding for the surveying and planning of the Centennial Trail Connector from the existing South Lake Stevens Trail along Machias Cut-off Road. This funding is vital to planning the project. If you have any further questions, feel free to contact me at (425) 622-9431.

Sincerely,

Jill Meis, Parks Planning and Development Coordinator

Exhibit D Description of Project

Lake Stevens proposes a connection to the existing Centennial Trail to the South Lake Stevens Trail. Funds will be used in planning including surveying the trail development within city limits along Machias Cut-off Road.

Exhibit E

The trail will be built in City Right of Way. Any right of way acquisition will be determined after planning and surveying are complete.

Exhibit F

City will lead the planning, design, construction, maintenance, operation and ongoing upkeep of the project inside city limits.

Exhibit G

Lake Stevens participates in the WCIA insurance pool.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda February 23, 2021
Date: _____

Subject: First Addendum to Annexation Agreement Between the City of Lake Stevens and Sno-Isle
Intercounty Rural Library District

Contact

Person/Department: Gene Brazel, City Administrator **Budget Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute the First Addendum to the Annexation Agreement Between the City of Lake Stevens and Sno-Isle Intercounty Rural Library District

SUMMARY/BACKGROUND:

The City of Lake Stevens is leading an effort to transform downtown Lake Stevens, the historic core of the city both geographically and culturally. Adjacent to North Cove Park and the Mill, the City will construct a festival street named Mill Spur.

This street will be the central location to host city festivals and open-air markets and will create frontage for a new retail block near Main Street and Mill Spur. The festival street provides frontage for the new Lake Stevens Historical Museum and the relocated Grimm House to maintain a cultural presence downtown. The festival street will include between 30 and 40 parking spots and bicycle parking as well. Relocating the Lake Stevens Library and The Grimm House will occur the summer of summer 2021. Design for the new museum is currently underway.

City staff has been working with the Sno-Isle Library District to find a suitable temporary location for the library to continue community service. Ultimately, the City and Sno-Isle staff agreed that the old police station on Grade Road is the most viable solution. The existing Interlocal Agreement between the City of Lake Stevens and Sno-Isle Library includes terms and conditions germane to the existing library location. The proposed Addendum gives terms and conditions for the new temporary location in the old police station including language detailing tenement improvements.

ATTACHMENTS: First Addendum to Annexation Agreement

**FIRST ADDENDUM TO ANNEXATION AGREEMENT
BETWEEN
THE CITY OF LAKE STEVENS
AND
SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT**

1.0 Parties

This First Addendum to the Annexation Agreement (hereinafter “Addendum”) is entered into on the last date set forth below between Sno-Isle Intercounty Rural Library District (“District”) and the City of Lake Stevens, a Washington municipal corporations (“City”).

2.0 Recitals

- 2.1 The City and District entered into an Annexation Agreement effective January 1, 2009.
- 2.2 The City has provided written notice to the District that by May 30, 2021, the District must vacate the City owned facility located at 1804 Main Street, Lake Stevens, WA 98258 which is currently serving as the Lake Stevens Library.
- 2.3 The City has offered to repurpose the former Lake Stevens Police Station located at 2211 Grade Road, Lake Stevens, WA 98258 (“New Library”) from which the District may conduct library services under the Annexation Agreement after May 30, 2021.
- 2.4 The Parties are mutually agreeable to this change in location.
- 2.5 The Parties intend for the existing Annexation Agreement to remain in force and for the Supplemental Terms and Conditions mutually agreed to and contained herein to be incorporated into said Annexation Agreement.

3.0 Supplemental Terms and Conditions

- 3.1 Section 3.1 of the Annexation Agreement between the City of Lake Stevens and Sno-Isle Intercounty Rural Library District effective January 1, 2009 (“Annexation Agreement”) is amended by substitution of the former Lake Stevens Police Station located at 2211 Grade Road, Lake Stevens, WA 98258, depicted on Exhibit A to this Addendum, for the facility known as the Lake Stevens Library, located at 1804 Main Street, Lake Stevens, Washington, as the currently designated “Library Building.”
- 3.2 The City accepts responsibility for ensuring the new Library Building is structurally sound (foundation, flooring, exterior walls, and roof) for use as a library. The City is solely responsible for the funding and finishing of capital improvements needed to meet this standard.

- 3.3 The District shall provide the City with plans for interior tenant improvements for City approval, prior to initiating any improvements. Approval shall not be unreasonably withheld. The City reserves the right however, to reject any changes that may affect the structural integrity of the building.
- 3.4 The Parties mutually agree the Library Building Reserve Fund under Section 5.0 of the Annexation Agreement, held by the Snohomish County Treasurer's Office under the fiscal management of the District, may be fully applied by the District towards the cost of tenant improvements.
- 3.5 The City grants to the District quiet enjoyment of this Library Building by mutual agreement of the Parties. Should the District establish a permanent library within the City of Lake Stevens, the District shall vacate the Library Building at that time in which case this Addendum shall terminate. The City shall retain ownership of the vacated building.
- 3.6 Should the City designate another city property for the Library Building, de-annex from the District, or for any other reason require the District to permanently vacate the New Library building prior to June 1, 2026, then in that event, the District shall have the right to recover the amount of documented unamortized costs, if any, of capital improvements made to said property by the District, which costs shall be amortized over periods of five (5) years from the dates of payment thereof by the District.
- 3.7 The Annexation Agreement is amended by the addition of a new Section 6.2 to read as follows:
 - 6.2 Indemnification. To the extent permitted by law, the District shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the District's use of Library Building, or from the conduct of the District's business in or about the Library Building, or from any activity, work or thing done, permitted, or suffered by the District in or about the Library Building, except only such injury or damage as shall have been occasioned by the sole negligence of the City. To the extent permitted by law, the City shall defend, indemnify and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the City's ownership of the Library Building, or from any activity, work or thing done, permitted, or suffered by City in or about the Library Building, except only such injury or damage as shall have been occasioned by the sole negligence of the District. It is further specifically and expressly understood that the indemnification provided herein constitutes both parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes

of this indemnification. This waiver has been mutually negotiated and agreed to by the District and the City. The provisions of this section shall survive the expiration or termination of the Annexation Agreement.

The City and the District agree to be bound by the terms and conditions of the Annexation Agreement as supplemented by this Addendum and will faithfully adhere to same.

**SNO-ISLE INTERCOUNTY RURAL
LIBRARY DISTRICT:**

Lois Langer Thompson, Executive Director

Date

CITY OF LAKE STEVENS:

Brett Gailey, Mayor of Lake Stevens

Date

ATTEST:

City Clerk

Date



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: February 23, 2021

Subject: Acceptance of Washington State Parks Marine Program Interagency Agreement

Contact

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Interagency Agreement.

SUMMARY/BACKGROUND:

Lake Stevens Police Department partners with the Washington State Parks Law Enforcement Marine Programs to establish a cooperative framework between STATE PARKS and LSPD to enhance the performance of boating safety and education services in the state per RCW 88.02650 and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

In exchange for vessel registration fees, transmitted to the LSPD by the Washington State Treasurer, LSPD shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

The term of this agreement, once signed by STATE PARKS, shall end on September 30 of the current calendar year

ATTACHMENTS: Interagency Agreement



INTERGOVERNMENTAL AGREEMENT

Between

WASHINGTON STATE PARKS AND RECREATION COMMISSION

And

Lake Stevens Police Department

Agency Size Category: Small

Marine Lead: James Barnes, 425-876-0566

AGREEMENT# LE: MLE1173

THIS AGREEMENT is between the Washington State Parks and Recreation Commission, "STATE PARKS," and Lake Stevens Police Department the "AGENCY".

THE PURPOSE OF THIS AGREEMENT is to establish a cooperative framework between STATE PARKS and the AGENCY to enhance the performance of boating safety and education services in the state per RCW 88.02650 and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

THEREFORE, IT IS MUTUALLY AGREED THAT:

SUMMARY STATEMENT

In exchange for vessel registration fees, transmitted to the AGENCY by the Washington State Treasurer, AGENCY shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

PERIOD OF PERFORMANCE

The term of this agreement, once signed by STATE PARKS, shall end on September 30 of the current calendar year.

RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement must be retained for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties must have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing.

INDEMNIFICATION

Each party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If STATE PARKS determines that AGENCY is not in compliance with the minimum requirements of this agreement, the State Parks Marine Law Enforcement Coordinator will notify AGENCY in writing of the deficiency. AGENCY will have forty-five days following receipt of the notice of deficiency to submit a plan satisfactory to STATE PARKS to remedy the deficiency. If, after forty-five days, AGENCY has not submitted a plan to STATE PARKS for remedying the deficiency or is unable to demonstrate its ability to meet minimum requirements, STATE PARKS will have the option to terminate this agreement. If AGENCY disagrees with STATE PARKS' decision to cancel this agreement, AGENCY may seek a hearing per chapter 34.05 RCW, the Administrative Procedure Act to contest this decision.

DISPUTES

In the event that a dispute arises under this agreement, it will be determined by a Dispute Board in the following manner: Each party to this agreement appoints one member to the Dispute Board. The members so appointed jointly appoint an additional member to the Dispute Board. The Dispute Board reviews the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on the parties hereto.

GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Summary Statement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such, in writing, signed by an authorized representative of the party, and attached to the original agreement.

SEVERABILITY

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

ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement exist or bind the parties.

CONTRACT MANAGEMENT

The contract representative for each of the parties are responsible for and are the contact person for all communications and billings regarding the performance of this agreement.

The Contact Representative for AGENCY is:

James Barnes, Sergeant

Lake Stevens Police Department

425-876-0566

jbarnes@lakestevenswa.gov

The Contract Representative for STATE PARKS is:

Matt Stowers, Marine Law Enforcement Coordinator

(360) 902-8835.

IN WITNESS WHEREOF, the parties have executed this agreement.

**Washington State Parks and
Recreation Commission**

Lake Stevens Police Department

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Form:

Michael Young

Asst. Attorney General

12/21/17

Exhibit A

AGENCY REQUIREMENTS

Signed Agreement:

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2020.

Designated Marine Lead / Conference Attendance / Surveys:

AGENCY must designate a "Marine Lead" - the Deputy/Officer/or Supervisor (LT, SGT, Undersheriff) that is responsible for interacting with STATE PARKS on all issues and matters related to AGENCY's Marine Law Enforcement unit. Duties include but are not limited to:

- Ensuring all required reports are completed and submitted to STATE PARKS within document due date guidelines.
- Submitting personnel names to attend training courses and conferences.
- Attending the annual Fall Conference or designating another to attend.
- Ensuring that all commissioned officers/deputies identified in the A-299 Web Form have received Marine Law Enforcement Training.
- Ensuring that all tasks identified on the BOAT Currency Web Form are current and up to date.
- Taking proactive steps to ensure that his/her agency will have all necessary equipment and other necessary infrastructure in place so to utilize the SECTOR system for all boating related safety inspections and warnings. Inspections can be entered into SECTOR at the time of the inspections or at a later time.
- Communicating with STATE PARKS on all matters and issues that may arise around recreational boating safety and marine law enforcement and disseminating information within their agency as appropriate.
- Responding to any and all recreational boating safety surveys sent by STATE PARKS within the requested timeline.
- Ensuring that all data on their agency held by STATE PARKS is up to date and accurate.

Reporting Recreational Boating Activities and Financial Data:

Training Currency Forms: AGENCY agrees to complete a BOAT Currency Web Form for each officer/deputy identified in their A-299 Web Form by October 15 of each year. Only officers/deputies whose training qualifications are current will be considered trained.

Summary of Activity Report Web Forms: AGENCY agrees to use the Summary of Activity Report (SOAR) web form to report all required recreational boating safety (RBS) activities. AGENCY may report the activities daily, monthly, or quarterly using the SOAR Web Forms.

Utilize SOAR Web Forms: AGENCY will use the Summary of Activity Report (SOAR) web form designated by STATE PARKS to report all required RBS Activities.

Reporting Frequency: AGENCY must submit a Summary of Activity Report (SOAR) at least quarterly to STATE PARKS. However, it may report RBS Activities daily or monthly using the SOAR Web Forms.

Review and Approval of SOAR: STATE PARKS will provide AGENCY with a summary of all reported RBS Activities at the end of the quarter and provide AGENCY with the opportunity to correct, update, and/or amend their report to address any inaccuracies or omissions. If all information is correct, AGENCY will print, sign, and submit a copy of the SOAR quarterly summary to STATE PARKS by the designated deadline.

Due Dates: The SOAR is due to STATE PARKS by the 15th of the month following the end of the quarter as follows:

Quarter	Beginning Date	End Date	SOAR Due Date
First Quarter	January 1	March 31	April 15
Second Quarter	April 1	June 30	July 15
Third Quarter	July 1	September 30	October 15
Fourth Quarter	November 1	December 31	January 15

Vessel Registration Fee Expenditure Report: AGENCY will use the Vessel Registration Fee Expenditure Report Web Form to provide STATE PARKS with accounting information as directed. AGENCY agrees to submit this form by October 15 of each year.

EXHIBIT B

FUNDING REQUIREMENTS

AGENCY Financial System Report: AGENCY agrees to provide STATE PARKS with a report from the AGENCY'S financial system that demonstrates that vessel registration fees (VRFs) are deposited in a dedicated account and showing the deposit of state vessel registration funds received from the Office of State Treasurer. See Exhibit E for an example. This report may not be an Excel spreadsheet, and it must be submitted with the Vessel Registration Fee Expenditure Report.

VRF Fund Balance Report: AGENCY agrees to provide STATE PARKS a report from the AGENCY financial system showing the fund balance of the dedicated VRF account. See Exhibit E for an example. VRF fund balance on this system-generated report should match the bottom line on the VRF report ("Total Remaining Balance of State VRF funds for Fiscal Year").

Provide Local Spending: AGENCY agrees to contribute local funds to provide financial support to its marine law enforcement program to augment the funding provided through VRFs.

Limitation on Use of Funds: AGENCY agrees to use VRFs solely for recreational boating safety purposes, which include all activities or expenditures identified in the document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants," as now existing or as may be updated in the future. This document can be found on the MLE Forms Website at: <http://mle.parks.wa.gov/>. AGENCY may charge actual, direct administrative costs to the VRF account. An example would be actual staff hours spent to fill out forms, or to maintain the dedicated account. AGENCY agrees not to charge administrative fees based on an estimated percentage of a staff person's time.

Local Ordinances, STATE PARKS notification: AGENCY agrees that if it adopts a local ordinance governing recreational boating, the ordinances will be at least as restrictive as, but may be more restrictive than, Washington State boating laws and regulations.

EXHIBIT C

OPERATIONAL REQUIREMENTS

Officer/Deputy Qualifications: AGENCY agrees to utilize officers/deputies with law enforcement certificates from the Criminal Justice Training Commission that authorize them to enforce all boating laws and regulations. Officers/deputies who have completed equivalent training may be approved by the STATE PARKS Director or designee.

Officer/Deputy Training Required: AGENCY agrees to ensure that all officers/ deputies involved in the recreational boating safety program attend the Washington State Basic Marine Law Enforcement Training course. STATE PARKS agrees to provide this training at no charge to AGENCY. Only officers/deputies that have attended this training will be considered trained. The AGENCY recognizes the National Association of Boating Law Administrators' Boating Crewmember Course or the Federal Law Enforcement Training Centers' Marine Law Enforcement Training Program as an equivalent course. Officers/deputies may attend an alternative and equivalent course with prior written STATE PARKS approval.

New Programs, Officers/Deputies, Must Acquire Training Within One Year: AGENCY agrees to acquire required training for officers/deputies within one year of becoming an approved program, and within one year for each newly assigned boating safety officer/deputy.

Training Currency: AGENCY must submit a BOAT Currency Requirements Report Web Form for all active personnel listed on the roster submitted with the A-299 Web Form by October 15 each year. These reports must be submitted at least annually but may be updated throughout the year. If AGENCY feels that they will be unable to complete all training tasks required, it shall submit a statement of explanation to the Marine Law Enforcement Coordinator.

Document Additional Training: AGENCY agrees to list on the A-299 form any additional training courses its personnel have completed.

Vessels and Equipment: AGENCY agrees to acquire and make available the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this agreement. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC.

Vessel, Aircraft, Vehicle and Equipment Inventory Required: AGENCY agrees to supply STATE PARKS with an inventory of all vessels, aircraft, vehicles, and equipment utilized in the

recreational boating safety missions along with details of how they are equipped each year in the A-299 web form.

Information required on the A-299 includes:

- **Vessels:** STATE PARKS requires the following data on each vessel:
 - Name
 - Manufacturer
 - Radio equipped (Y/N): Radio equipped means the vessel has an agency radio installed or “hardwired”. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
 - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels that are SECTOR equipped with a computer or tablet plus printer and scanner, including those that are permanently installed or “hardwired” OR portable cased units that are taken on an off the vessel. Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or a cased kit.
 - Model
 - Length
 - Type of propulsion
 - Horsepower
 - Year purchased
 - Funds used to purchase the vessel (local, state, or federal)
 - Percent of time employed for the RBS mission
- **Aircraft:** The number of aircraft in your agency and the percentage they used for RBS activities.
 - Aircraft type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds Used for Purchase
 - Percent of time employed for the RBS mission
- **Vehicles:** Other Patrol Vehicles (Trucks, Cars, SUVs, ATVs) The number of other patrol vehicles assigned to the marine services unit and the percentage they are used for RBS activities
 - Vehicle Type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds Used for Purchase
 - Percent of time employed for the RBS mission

- **Equipment Valued at \$5000.00 Dollars** (i.e. Engines, Electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 dollars or more. Only items listed under “allowable expenses” defined in the document “Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants” (found on the MLE Forms Website at <http://mle.parks.wa.gov/>) should be purchased with vessel registration fees.
 - Equipment Type
 - Manufacturer
 - Model
 - Year purchased
 - Funds used for Purchase (local, state, federal)

Sale of Vessels Purchased with Vessel Registration Fees or STATE PARKS Provided

Federal Funding: AGENCY agrees to notify STATE PARKS 60 days in advance of the sale date of any vessel purchased with federal funds provided by STATE PARKS. The sale of vessels purchased with state dollars, when sold at the end of their useful life, must be consistent with the AGENCY’s policies and procedures. AGENCY agrees to remove the vessel from the Patrol Vessel Inventory once it is sold.

Boating Accident Reports Required, Timeline to Submission: AGENCY agrees to submit accident reports to STATE PARKS (in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70) as follows:

- For any boating accident resulting in a death, or in an injury requiring hospitalization, AGENCY agrees to:
 - Notify STATE PARKS within 48 hours of becoming aware of the incident.
 - Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
 - Include the results of any other investigation conducted by the agency, including but not limited to statements from witnesses or any party involved, photos, maps, or additional information.
 - Submit, within one week of completion, any coroner’s reports concerning the death of any person resulting from the boating accident.
- In addition to the requirements above, for any boating accident resulting in a death, or in an injury requiring hospitalization, OR damage to any vessel or property of two thousand dollars or more, OR a vessel is a complete loss, OR a person disappears from the vessel under circumstances that indicate death, AGENCY agrees to submit a Boating Accident Report (BAR – Form number A-440) within 10 days of the occurrence to STATE PARKS.

Boater Assistance: AGENCY agrees to create and maintain the ability to respond, or coordinate response to, boating emergencies that occur within AGENCY’s jurisdiction and document each occurrence and report it to STATE PARKS through the Summary of Activity Report (SOAR) Web Form as prescribed in this agreement. AGENCY agrees to report each incident utilizing the following definitions:

- **Search & Rescue/Recovery:** Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. AGENCY agrees to only report SAR cases on the Summary of Activity Report (SOAR) Web Form that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist:** An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under its own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned, or commercial vessels. AGENCY agrees to report responses of this nature as assists and will report the number of vessels assisted and the number of persons assisted on the SOAR web form.

Boating Safety Patrols Required, Minimum Hours: AGENCY agrees to patrol on the waters of its jurisdiction with the intent of enforcing Washington State Boating Safety Laws and Regulations and to promote boating safety some minimum hours based on their agency size (Small – 133, Medium – 255, Large - 436) per year during peak boating hours within AGENCY's jurisdiction. Patrol hours can be a combination of hours patrolling on the water in a vessel as well as hours spent at boat launch ramps or other appropriate shore-side enforcement activities.

Enforcement of Boating Laws Required: AGENCY agrees to enforce all Washington State boating safety laws and regulations including vessel registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. In addition, AGENCY shall document and report the numbers of inspections and warnings for each type of boating violation through SECTOR either at the time of the inspection or at a later time. STATE PARKS recommends that AGENCY adopt a zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence, and rules of the road violations, and strongly consider issuing citations for violations of these laws, in all circumstances.

Boating Safety Inspections Required: AGENCY shall complete a minimum number of written boating safety inspections based on their agency size (Small – 92, Medium – 283, Large – 372) using the SECTOR system or Form #A-274 during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. STATE PARKS will provide boating safety inspection forms. AGENCY shall enter all inspections through SECTOR either at the time of the inspections or at a later time.

Boating Safety Education Program Required, Designated Officer or Deputy: AGENCY shall create, adopt, and/or maintain a boating safety education and information program. At a minimum AGENCY shall designate an officer/deputy to coordinate the activities of the boating safety education program. AGENCY shall ensure that the designated boating safety education officer/deputy receives training from STATE PARKS. AGENCY agrees that the designated officer or deputy will oversee AGENCY's boating safety education and outreach program including, but not limited to, coordinating activities listed in Exhibit F. AGENCY is not obligated to engage in all outreach and education activities listed in Exhibit F but it must ensure that its program is appropriate for the types of boating and primary boating accidents within AGENCY's jurisdiction.

Waterway Marking: AGENCY agrees to place and maintain Aids to Navigation (ATONs) as appropriate, within the waters of AGENCY's jurisdiction. AGENCY agrees to report to STATE PARKS the number and hours spent placing or maintaining only the ATONs that they are responsible for within its jurisdiction on the SOAR web form. AGENCY agrees to use only those waterway markers that conform to the United States Aids to Navigation System.

EXHIBIT D

NOTES AND DEFINITIONS

Washington STATE PARKS' Marine Law Enforcement Training Program is accredited through the National Association of State Boating Law Administrators Boat Operation and Training (BOAT) Program. As a term of accreditation, STATE PARKS must ensure that all active marine officers and deputies maintain proficiency in basic recreational boating safety skills. This is important because these skills are perishable but critical to operate in a marine environment. STATE PARKS recognizes that there are many different circumstances that could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Approved Program: A marine law enforcement program that has signed an Approved Program Agreement with Washington State Parks and is in good standing.

Boating Safety Patrol: The total number of hours that all agency vessels patrolled on the water. These are the actual hours as documented on the patrol vessel hour meter or logbook. Note that this is different than officer on-water patrol hours. If two officers are patrolling on a single vessel for eight hours, you would report eight boating safety patrol hours and 16 officer on-water patrol hours. The patrol hours do not include transit time to the body of water to be patrolled.

Instructor Qualified Certified Boating Education Instructors: Any officer/deputy designated as Certified Boating Education Instructors must be listed as Instructor Qualified for the Adventures in Boating course by the State Parks Education and Outreach Program Manager. STATE PARKS considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations, and participation in Community Events, along with Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities.

Local Spending: These are funds appropriated by the city or county government used for boating safety programs. Local funds cannot include state or federal grant dollars.

Peak Boating Hours: STATE PARKS defines peak boating hours as four hours on Friday afternoon/evening and 8 hours Saturday and Sunday for weekends from Memorial Day to Labor Day, which equals approximately 332 hours per boating season. STATE PARKS also recognizes that AGENCY may be impacted by non-traditional Peak Boating seasons due to hunting and fishing activities. STATE PARKS maintains this patrol hour goal to ensure local agencies are focused on injury prevention activities. While many agencies patrol many more

hours than 332 and many agencies patrol less than 332 hours, the goal to achieve these patrol hours remains the same. While the patrol hour goal is 332 hours, STATE PARKS has collected data for patrol hours performed by all participating agencies over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours are considered a critical metric. It is used by STATE PARKS to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

RBS Activities: AGENCY is required to report all RBS activities to STATE PARKS on the Summary of Activity Report (SOAR) web form. RBS Activities include, but are not limited to, enforcement activities, outreach and education, and administrative support.

Trained: Commissioned officer/deputy trained by the CJTC or equivalent who has attended the Basic Marine Law Enforcement Course or STATE PARKS approved equivalent and has maintained currency requirements documented on the BOAT Currency Web Form. AGENCY must have a trained officer/deputy aboard a vessel in order to use vessel registration fees to pay either the trained officer or untrained officers/deputies.

Web-enabled Forms: These are forms located on the website <http://mle.parks.wa.gov/> that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2018 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

NOTE: Paper inspection forms (Form # A-274) will not be accepted for 2021. SECTOR use is mandatory for all Approved Programs.

EXHIBIT E **FINANCIAL REPORT EXAMPLES**

Example of a VRF Fund Balance Report

XXXXXX County
Fund Master – All Funds
Balances as of 06/06/2017

Key	Cash in Funds	Pooled Cash	Pooled Investment	Investment Funds	Cash & Investments	Total Payables	Available Funds
130-Boating Safety	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28
	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28

Balance as of 06/06/2017 matches
Bottom Line (Total Remaining
Balance on VRF Report

Example of a Financial System Report

XXXXXXX County
 Treasurer Cash Receipt
 Receipt #
 EFWA12345678

Date of
 Transfer /
 Deposit

Date: 060602017

Received From: StateOfWAMonthlyEFT

Customer ID # 8910

Clerk: David Smith

Fund/Key	Revenue	Description	Amount
130	33600840	State Boating Safety	\$20,744.72
Total Receipt Amount			\$20,744.72

Deposited into
 Dedicated Account
 For Boating Safety

Correct Amount
 Received

EXHIBIT F

EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

- **Education Classes:** This is classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
 - Small Agency, 15 students, 1 Class
 - Medium Agency, 20 students, 1 Class
 - Large Agency, 50 students, 1 Class
- **Boating Safety Presentations to Groups:** These are boating safety presentations to various groups, yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
 - Small Agency, 10 hours
 - Medium Agency, 15 hours
 - Large Agency, 25 hours
- **Boating Safety Presentations to Schools:** These are presentations to local public and private schools, K-12, colleges or universities.
 - Small Agency, 10 hours
 - Medium Agency, 15 hours
 - Large Agency, 25 hours
- **Vessel Rental Site Visits:** These are site visits to local vessel rental sites if they exist. The intent is to ensure the employees and renters are following the guidance on the Motor Vessel Rental Safety Checklist (Form number P&R A-446 - Rev 04/2017). These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviours such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
 - Small Agency, 2 visits
 - Medium Agency, 4 visits
 - Large Agency, 6 visits
- **Participation in Community Events:** These are events like county fairs, parades, and night outs that have the ability to reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation on the water in regattas, races, opening days where there is little to no face-to-face interaction between officers/deputies and community members does not count as a "Community Event". Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
 - Small Agency, 40 hours
 - Medium Agency, 150 hours
 - Large Agency, 275 hours
- **Vessel Dealer Site Visits:** These are visits to vessel dealerships and brokers, where applicable, to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.

- Small Agency, 5 visits
 - Medium Agency, 10 visits
 - Large Agency, 15 visits
- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):**
Engaging partners can multiply the effectiveness of a marine law enforcement program's effectiveness by increasing its area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours spent working with Prevention Partners conducting RBS activities in their jurisdictions as well as meetings, conference calls etc.
 - Small Agency, 1 hour
 - Medium Agency, 3 hours
 - Large Agency, 5 hours

Media Contacts: Agencies should distribute recreational boating safety content through their own social media channels, social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency, like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
 - Small Agency, 4 hours
 - Medium Agency, 8 hours
 - Large Agency, 16 hours
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include stories in the newspaper, radio, television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of its interaction with that partner.
 - Small Agency, 4 hours
 - Medium Agency, 8 hours
 - Large Agency, 16 hours
- **Campaigns; Operation Dry Water, Spring Aboard, National Safe Boating Week, and Safe Paddling Week:** See the SOAR web form for reporting requirements, and goals for all agencies regardless of size is participation in these campaigns. The State Parks Recreational Boating Safety Communication staff will distribute content to all agencies for each of the campaigns, making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.
 - The Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
 - The Spring Aboard campaign is a national campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
 - National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets. In addition to media posts, agencies are encouraged to

participate in “Wear IT” events. More information will be distributed in the late winter about this campaign to help agencies effectively participate. This campaign is sponsored by the National Safe Boating Council.

- Safe Paddling Week is a new campaign being sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviours such as always wearing a PFD, obtaining training etc.

EXHIBIT G

DATA ENTERED ON THE A-299 FORM

Washington State Parks & Recreation Commission – Recreational Boating Program

Request for Boating Safety Program Approval

Application Year:

2021

AGENCY INFO	
Agency Name	Agency Size
Lake Stevens Police Department	Small
Agency Signing Officer Title	Signing Officer First Name
Chief	John
Signing Officer Last Name	Dedicated Account Number
Dyer	001-000-336-00-84-00

STAFFING

Roles	SAW ID	Rank	First Name	Last Name	Commission	FT/PT	Email Address	Date of Marine L.E. Training	Training Current?	Non-WA Parks Courses
Supervisor, Lead Accident Investigator, Boating Safety Officer,Cert	jbarnes	Sergeant	James	Barnes	Regular	Part time/Sea sonal	jbarnes@lakeste venswa.gov	3/31/2007	Yes	NASBLA Boating Accident Investigation Comprehensive

ified Boating Ed Instructor,M arine Lead,Coordi nator of Boating Education										
Supervisor, Other RBS Personnel	JBeazizo	Lieutenant	Jeff	Beazizo	Regular	Part time/Sea sonal	jbeazizo@lakest evenswa.gov		N/A for this position	
Boating Safety Officer	RBrooks	Lieutenant	Ron	Brooks	Regular	Part time/Sea sonal	rbrooks@lakest evenswa.gov	2/28/1995	Yes	
Fiscal Lead	jubert01		Julie	Ubert	N/A	Other	jubert@lakestev enswa.gov		N/A for this position	
Boating Safety Officer	KBernhard	Officer	Kerry	Bernhard	Regular	Part time/Sea sonal	kbernhard@lake stevenswa.gov	3/31/2012	Yes	NASBLA Boating Accident Investigation Comprehensive
Boating Safety Officer	CChristensen	Officer	Chad	Christensen	Regular	Part time/Sea sonal	cchristensen@la kestevenswa.go v	4/30/2003	Yes	
Boating Safety Officer	DIrwin	Officer	Dennis	Irwin	Regular	Part time/Sea sonal	dirwin@lakeste venswa.gov	3/31/2009	Yes	NASBLA Boating Accident Investigation Comprehensive
Boating Safety Officer	SWarbis	Detective	Steve	Warbis	Regular	Part time/Sea sonal	swarbis@lakest evenswa.gov	4/30/2014	Yes	
Boating Safety Officer	DThomas	Sergeant	Dean	Thomas	Regular	Part time/Sea sonal	dthomas@lakest evenswa.gov	3/31/2007	Yes	
Boating Safety Officer	JWachtveitl	Detective	Jerad	Wachtveitl	Regular	Part time/Sea sonal	jwachtveitl@lak estevenswa.gov	3/31/2008	Yes	
Boating Safety Officer	NAdams	Officer	Nathan	Adams	Regular	Part time/Sea sonal	nadams@lakest evenswa.gov	3/31/2016	Yes	

Boating Safety Officer	GHeinemann	Officer	Gavin	Heinemann	Regular	Part time/Seasonal	gheinemann@lakestevenswa.gov	3/31/2016	Yes	
Boating Safety Officer	CValvick	Sergeant	Craig	Valvick	Regular	Part time/Seasonal	cvalvick@lakestevenswa.gov	4/30/2001	Yes	
Boating Safety Officer	KParnell	Detective	Kristen	Parnell	Regular	Part time/Seasonal	kparnell@lakestevenswa.gov	4/30/2017	Yes	
Boating Safety Officer	BFiske	Officer	Brandon	Fiske	Regular	Part time/Seasonal	bfiske@lakestevenswa.gov	4/30/2017	Yes	
Coordinator of Boating Education	DWCarter	Officer	David	Carter	Regular	Part time/Seasonal	dcarter@lakestevenswa.gov	4/30/2015	Yes	
Boating Safety Officer	pbassett	Officer	Phillip	Bassett	Regular	Part time/Seasonal	pbassett@lakestevenswa.gov	5/31/2018	Yes	
Boating Safety Officer	djewell	Officer	Doug	Jewell	Regular	Part time/Seasonal	djewell@lakestevenswa.gov	5/31/2019	Yes	

Number of Full Time RBS Officer	Number of Part Time/Seasonal RBS Officers
0.00	17.00
Number of Other RBS Officers	Marine Lead Mobile Phone
1.00	425-876-0566

BOAT PATROL SCHEDULE

Patrol Season Begins	Patrol Season Ends
6/15/2021	9/2/2021

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Patrol Hours	10.00	0.00	0.00	0.00	10.00	10.00	10.00
Number of Officers	2.00	0.00	0.00	0.00	2.00	2.00	2.00
Number of Vessels	1.00	0.00	0.00	0.00	1.00	1.00	1.00

Total Planned Patrol Hours
400.00

Total Planned Inspections
400.00

RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES

Type	Vessel Name	Vehicle/ Aircraft/ Equipment Type	Manufacturer	Sector/ Radio	Model	Length	Propulsion Type	Horse Power	Year	Funds Used for Purchase	% Time Used for RBS
Vessels	Lake Hawk 2		North River	SECTOR equipped,Radi o equipped,	Seahaw k	20.00	Outboard	150.00	2,016		50.00
Vessels	Lake Hawk 1		North River	SECTOR equipped,Radi o equipped,	RAIV	22.00	Outboard	225.00	2,009	Federal Financial Assistance provided by WA Parks,	50.00
Vehicles		SUV	Chevrolet	SECTOR equipped,Radi o equipped,	Tahoe				2,007		25.00
Vehicles		SUV	Chevrolet	SECTOR equipped,Radi o equipped,	Tahoe				2,016		25.00

Number of Radio Equipped Boats	Number of Non-Radio Equipped Boats
2.00	0.00
Number of Aircraft	Number of Other Patrol Vehicles
0.00	2.00
Number of Vessels SECTOR Equipped	Number of Vessels Non-SECTOR Equipped
2.00	0.00

LOCAL ORDINANCES

<https://www.codepublishing.com/WA/LakeStevens/>



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 23,
2021

Subject: Parks and Recreation Planning Board Code Amendment Allowing a Nine Member Board

Contact	Jill Meis, Parks Planning and Development	Budget	n/a
Person/Department:	Coordinator	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Discussed at the February 16, 2021 Council Workshop. Recommendation is to Approve Ordinance 1111 Code Amendments to 2.56.020.

SUMMARY/BACKGROUND:

The Parks and Recreation Planning Board is comprised of seven members and are an advisory board to staff, Mayor and City Council. With the dissolution of the Arts Commission and some of the duties shifted to the Park Board, staff recommends the increase in size of the board to create effective subcommittees.

As the City moves to activate our parks and public spaces, staff sees the duties of the Park Board broadening to include modernization of parks vision and mission. By increasing the size of the Park Board, the city can leverage the diverse needs of the community by drawing on the individual strengths of the members to respond to changing demographics, need for economic development and updates for compliance with parks initiatives.

In addition, interviews were recently conducted to fill a vacancy on the Parks Board and all three candidates were qualified for the board and would provide unique perspectives for the community. With the increase of the board size all three candidates will be offered positions.

APPLICABLE CITY POLICIES: LSMC 2.56.020

BUDGET IMPACT: n/a

ATTACHMENTS:

- Exhibit A: draft ordinance

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

ORDINANCE NO. 1111

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON AMENDING LAKE STEVENS MUNICIPAL CODE (LSMC) SECTION 2.56.020 ENTITLED “MEMBERSHIP/APPOINTMENT/COMPENSATION”; AMENDING THE NUMBER OF BOARD MEMBER POSITIONS FROM SEVEN TO NINE ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SUMMARY PUBLICATION AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Lake Stevens owns, operates and manages several public parks and outdoor recreation facilities within the City; and

WHEREAS, the City has discontinued the Arts Commission; and

WHEREAS, the City Council has identified the need for increased activation of park and public spaces; and

WHEREAS, the City will continue encourage volunteerism of board members at events and festivals; now, therefore,

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

Section 1. Section 2.56.020 of the Lake Stevens Municipal Code is amended to read as follows:

The Park Board shall be composed of ~~seven~~ nine members, appointed by the Mayor with the approval by a majority vote of the City Council, without regard to political affiliation. The Mayor and Council may appoint a member who resides or owns property within the City or the City’s Urban Growth Area. At least four members shall be residents of the City. The members of the Park Board shall serve without compensation

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

Section 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City’s official newspaper.

PASSED by the City Council of the City of Lake Stevens this _____ day of February, 2021.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: April

Published: _____

Effective Date: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: February 23, 2021

Subject: Appointments to the Library Board

Contact

Person/Department: Kelly M. Chelin, City Clerk **Budget Impact:** 0

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Appoint Helen Taylor and Lynn Myers to the Library Board for a 4-year (corrected) term ending December 31, 2024 and appoint Candace Barlow to the Library Board with a mid-term vacancy expiring December 31, 2023.

SUMMARY/BACKGROUND:

On January 12, 2021, the Council appointed Helen Taylor and Lynn Myers for a 3 year term on the Library Board expiring December 31, 2023. The terms of the Library Board are in fact 4-years therefore Ms. Taylor and Ms. Myers need to be reappointed to the Library Board with terms expiring December 31, 2024.

There is also a midterm vacancy on the Library Board and the interview committee has chosen Candace Barlow to full that vacancy. Ms. Barlow's term would end on December 31, 2023.

In Summary the appointments would be as follows:

Lynn Myers and Helen Taylor - corrected terms expiring December 31, 2024

Candace Barlow - mid-term expiring December 31, 2023

APPLICABLE CITY POLICIES: LSMC Title 2

BUDGET IMPACT: N/A

ATTACHMENTS: None



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 23,
2021

Subject: Skyhawks Recreation Contract

Contact	Jill Meis, Parks Planning and Development	Budget	15%	of
Person/Department:	Coordinator	Impact:	program	
			inflow	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Skyhawks contract to provide youth athletic camps in City parks for spring break through summer of 2021.

SUMMARY/BACKGROUND:

The City Council identified recreation programming as goal beginning in 2020. Skyhawks provided recreation programming during the summer of 2020 in a variety of sports in Lake Stevens. Skyhawks responded to the CDC guidelines and modified sport camps to comply with the Governor's order. The camps were well received by the community and were carried out in a fun, professional manner.

This year Skyhawks is expanding to provide camps beginning by spring break and continuing through the summer.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: 15% of program fees as an inflow.

ATTACHMENTS:

- Exhibit A: Skyhawks Contract

**CITY OF LAKE STEVENS AGREEMENT FOR SERVICES
CONSULTANT: SKYHAWKS SPORTS ACADEMY, LLC.**

THIS AGREEMENT made this _____ day of _____, 2021, by and between the City of Lake Stevens, Washington, a municipal corporation, hereinafter referred to as the "City," and Skyhawks Sports Academy, LLC., a foreign corporation authorized to do business in the State of Washington, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall submit payment to the City of LAKE STEVENS, pursuant to Exhibit "A" in consideration of the use of City facilities and the assistance to be provided the Consultant by the City.

Consultant shall pay the City 15% of total registration fees charged and collected by Consultant within thirty (30) days of the completion of registration for each Camp conducted by the Consultant under this agreement. Interest at the rate of 12% per annum shall accrue on any delinquent payment until the interest and principal amount are fully paid. All payments shall apply first to accrued interest.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending October 15, 2021, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees (collectively "claims"), and specifically including without limitation claims for injury or death of any person, or for the loss or damage to property, arising out of or resulting

from the acts, errors or omissions of the Consultant and/or the use of the City's property and/or facilities, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or the use of the City's property and/or facilities hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage.
2. General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, athletic participants, operations, products-completed operations, independent contractors, personal injury, contractual and advertising injury. The City shall be named as an additional insured under the Consultant's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for athletic participant liability with limits of not less than \$1,000,000.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the

City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

No Limitation

Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.

8. Record Keeping and Reporting; Disclosure.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect revenue of any nature incurred and services performed pursuant to this Agreement. The Consultant shall report sales tax due according to state guidelines of Code #3112 and will code tax revenue to the City of Lake Stevens. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds incurred by the Contractor to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

C. Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The Consultant may reasonably charge the City for such copies requested at actual cost.

D. Separate from and additional to the foregoing, the Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by the Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five business days.

The Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall fully indemnify and hold harmless the City as set forth in Section 6.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the City shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The City reserves the right to terminate this Agreement with not less than seven days written notice, or in the event that outstanding balances are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

16. Notices.

Notices to the City of Lake Stevens shall be sent to the following address:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425-622-9412

Notices to the Consultant shall be sent to the following address:

Skyhawks Sports Academy, LLC
5360 Legacy Drive, Suite 150
Plano, TX 75024
Telephone: _____

17. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

18. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

19. Background Check. The Consultant warrants and represents that Consultant and every employee, subcontractor and agent of Consultant performing work or otherwise using the City's premises under this Agreement shall have successfully passed a background check pursuant to RCW 43.43.830-.845. For purposes of this section, "successfully passed" shall mean that the background check has not revealed any "crime against children or other persons" as defined by RCW 43.43.830.

IN WITNESS WHEREOF, the City and Concessionaire have executed this Agreement as of the date first above written.

CITY OF LAKE STEVENS

SKYHAWKS SPORTS ACADEMY, LLC

By: _____
Brett Gailey, Mayor

By: _____

Printed Name & Title

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

EXHIBIT A SCOPE OF SERVICES

The City of Lake Stevens will provide:

1. The information needed to schedule programs appropriately;
2. Assistance in reserving appropriate facilities to offer scheduled programs;
3. Access to City of Lake Stevens bathroom facilities;
4. Assistance in gaining permission to distribute informational flyers.

Skyhawks Sports Academy, LLC will provide:

1. Quality summer camp programs for children (see attached camp schedule);
2. On-line registration for participants on its website;
3. Compensation to City based on 2021 Skyhawks Camp registration records with the City receiving 15% of total registration fees charged and collected;
4. Access to school facilities (if needed) for bathroom and phone use;
5. Administrative coordination associated with the programs;
 - Promotions & Marketing
 - Registration
 - Phone calls
 - Confirmation
 - Program Implementation
 - Payroll
 - Concerns, and Questions
6. Promotional Media;
 - Program Guides directly mailed to available lists
 - Fliers –6,900 to be mailed/distributed to LAKE STEVENS residents incl. postage
 - Camera ready Organizational Publication Insert
7. Certificate of liability insurance;
8. Employment opportunities for local high school students, college students and educators/coaches;
9. Immediate and full refund of fees to all registered participants of any and all cancelled programs.
10. A program that will not discriminate.

2021 City of Lake Stevens Skyhawks Sports Camp Schedule

Date	Sport	Location	Ages	Time	Fees
4/5-4/9	Soccer Camp	North Cove	6-12	9-12	\$145
4/19-5/10	Soccer Camp	North Cove	6-12	4-7	\$64
5/17-6/7	Soccer Camp	Lundeen	6-12	4-7	\$48
7/6-7/9	Soccer Camp	Lundeen	6-12	9-3	\$145
7/12-7/16	Golf Camp	Lundeen	5-9	9-12	\$145
7/19-7/23	Football Camp	Lundeen	6-12	9-3	\$179
7/26-7/30	Cheerleading	Lundeen	5-10	9-12	\$145
7/26-7/30	Multi-Sport Camp	Frontier Heights	6-12	9-3	\$179
8/2-8/6	Baseball Camp	Lundeen	6-12	9-3	\$179
8/9-8/13	Basketball Camp	Frontier Heights	6-12	9-3	\$179
8/16-8/20	Mini-Hawk Camp	Frontier Heights	4-7	9-12	\$145



LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: February 23, 2021

Subject: 2021 Comprehensive Plan Docket Ratification

Contact Person/Department: David Levitan, Senior Planner

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Review the Planning Commission's Recommendation for the proposed 2021 Comprehensive Plan Docket.
2. Set the 2021 Comprehensive Plan Docket by adopting Resolution 2021-04.

BACKGROUND/ HISTORY: Under the Growth Management Act, the City can amend its Comprehensive Plan and Future Land Use Map once per year, with a few exceptions, through an annual docket process. The purpose of this meeting is to provide a list of City-initiated map and text amendments for the Council's consideration in setting the 2021 Comprehensive Plan Docket through Resolution 2021-04 (Attachment 1). The proposed docket includes items identified by the Council for review, technical updates, and mandatory updates for some elements. Annual amendments may consider:

- Major or minor land use and road classification changes.
- Amendments to plan text including support data and implementation.
- Changes to element maps.
- Minor changes to policies or clarification; and
- Other minor text changes.

This year's docket includes the following items:

Map Amendments

M-1 - Update Comprehensive Plan Map to reflect changes to City/UGA boundaries resulting from recent annexations.

M-2 - Update Zoning Map to reflect changes to City/UGA boundaries resulting from recent annexations.

Text Amendments

T-1 - Chapter 2 - Land Use Element

Updated text and maps/figures will provide consistency with proposed map changes; reflect recently completed (Southeast Interlocal, Machias Industrial) and pending (if any) annexations; and incorporate recent county planning efforts, such as the 2021 Buildable Lands Report.

T-2 - Shoreline Master Program

SMP updates will reflect recommendations from the Waterfront Residential Task Force, Planning Commission and City Council to prohibit multifamily residential development in the Shoreline Residential Environment (Waterfront Residential zone). The map of Shoreline Environment

designations will also be updated to be consistent with the new land use and zoning designations (public/semi-public) for the recently acquired City property near the North Cove Park boat launch that will be the new location of the Lake Stevens Rowing Club boathouse.

T-3 - Chapter 5 – Parks, Recreation and Open Space Element

Amendments will include minor revisions to project and facility descriptions, such as the next phase of North Cove park improvements and the new location of the Lake Stevens Rowing Club boathouse on 17th PI NE.

T-4 - Chapter 7 - Public Services and Utilities Element

Portions of the Southeast Interlocal Annexation Area are located within the boundaries of the Snohomish School District, which will require the City to adopt the district's Capital Facilities Plan by reference following completion of the annexation. Updates will also reflect any changes needed for partner agencies including the Lake Stevens School District, Lake Stevens Fire District, and Snohomish Regional Fire and Rescue.

T-5 - Chapter 9 - Capital Facilities Element

Amendments will include updates to the list of park, facility, and road projects in Tables 9.1 and 9.2 of the Capital Facilities Element.

T-6 – Infrastructure Analysis Plan for Hartford/North Machias Industrial Area

In an effort to reduce barriers to development and increase employment in the City's industrial zones off of Hartford Drive and North Machias Road, the City will be completing a targeted subarea planning process that focuses on utility and transportation infrastructure in the area, including the extension of sewer service. Findings from the analysis may be incorporated into Chapter 7 – Public Services and Utilities Element and Chapter 9 – Capital Facilities Element.

T-7 - Along with the above-defined text amendments, staff will also include standard administrative amendments including the Cover, Title Page, Table of Contents, Executive Summary, Introduction and Appendices (including SEPA Addenda).

A staff summary and analysis for each map and text amendment (Attachment 1, Exhibit A) describes how each proposed amendment is consistent with the ratification criteria. The Planning Commission reviewed the proposed docket items, following a public hearing held on February 17, 2021, and unanimously recommended that the Council accept the proposed amendments for additional review.

If docketed, city staff will conduct additional analysis based on the merits of the application compared to established review criteria. This review will inform the recommendation by the Planning Commission and action by the City Council. This action is to set the 2021 Docket only and not a recommendation of approval or denial of any amendments.

APPLICABLE CITY POLICIES: Comprehensive Plan

BUDGET IMPACT: None

ATTACHMENTS:

1. Resolution 2021-04
Exhibit A: Summary Table & Analysis

Attachment 1

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION 2021-04

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON,
RATIFYING A LIST OF DOCKET ITEMS FOR FURTHER ANALYSIS FOR
THE 2021 COMPREHENSIVE PLAN DOCKET**

WHEREAS, the Washington City of Lake Stevens is a City in Snohomish County, Washington, planning under the Growth Management Act; and

WHEREAS, the City of Lake Stevens has established procedures and schedules to update, amend or revise the Comprehensive Plan as required under RCW 36.70A.130(2)(a) no more frequently than once every year; and

WHEREAS, city-initiated map and text amendments along with associated rezones are proposed for inclusion on the 2021 Comprehensive Plan Docket; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on February 17, 2021 to consider the proposed list of docket items, attached hereto as Exhibit A, and all public testimony has been given full consideration and is included in the Planning Commission's recommendation to the City Council; and

WHEREAS, each individual proposal will undergo a full and complete SEPA review per Chapter 197-11 WAC and Chapter 16.04 LSMC during the analysis phase taking into consideration the interrelationship and cumulative effect of all requests as required under the Growth Management Act per Chapter 36.70A RCW.

WHEREAS, the City Council considered all public testimony and the Planning Commission's recommendation on the proposed list of docket items listed in Exhibit A on February 23, 2021.

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

Section 1. Requested Action. The Lake Stevens City Council requests the Department of Planning and Community Development analyze the attached list of docket items, prepare reports and present the detailed findings for each item to the Planning Commission and the City Council for action.

Section 2. 2021 Docket. The approved list of proposed items including city-initiated amendments to the land use map with associated rezones, city-initiated text amendments and procedural amendments constitute the 2021 Docket for the City of Lake Stevens and will serve as the only potential Comprehensive Plan changes allowed under RCW 36.70A.130(2)(a) and the City of Lake Stevens Comprehensive Plan.

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

Section 4. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

PASSED by the City Council of the City of Lake Stevens this 23rd day of February, 2021.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorn

Exhibit A

SUMMARY OF 2021 DOCKET PROPOSALS

RATIFICATION MAPS		
#	NAME	REQUEST
M-1	City-Initiated Map Amendment	Update Comprehensive Plan Map to reflect changes to city/UGA boundaries resulting from recent annexations.
M-2	City-Initiated Map Amendment	Update Zoning Map to reflect changes to city/UGA boundaries resulting from recent annexations.
RATIFICATION TEXT		
#	NAME	REQUEST
T-1	Chapter 2 – Land Use	Updated text and maps/figures will provide consistency with proposed map changes; reflect recently completed (Southeast Interlocal, Machias Industrial) and pending (if any) annexations; and incorporate recent county planning efforts, such as the 2021 Buildable Lands Report.
T-2	Shoreline Master Program	SMP updates will prohibit multifamily residential development in the Shoreline Residential Environment (Waterfront Residential zone). The map of Shoreline Environment designations will also be updated to be consistent with the new land use and zoning designations (public/semi-public) for the new location of the Lake Stevens Rowing Club boathouse.
T-3	Chapter 5 – Parks, Recreation and Open Space	Amendments will include minor revisions to project and facility descriptions, such as the next phase of North Cove park improvements and the new location of the Lake Stevens Rowing Club boathouse on 17th PI NE.
T-4	Chapter 7 – Public Services and Utilities	Portions of the Southeast Interlocal Annexation Area are located within the boundaries of the Snohomish School District, which will require the city to adopt the district’s Capital Facilities Plan by reference following completion of the annexation. Updates will also reflect any changes needed for partner agencies including the Lake Stevens School District, Lake Stevens Fire District, and Snohomish Regional Fire and Rescue.
T-5	Chapter – 9 Capital Facilities	Amendments will include updates to the list of park, facility and road projects in Tables 9.1 and 9.2 of the Capital Facilities Element.

T-6	Infrastructure Analysis Plan for Lake Stevens Industrial Area	The city will be complete a targeted planning process that focuses on utility and transportation infrastructure in the area, including the extension of sewer service and market analysis. Findings from the analysis may be incorporated into Chapter 2 – Land Use, Chapter 7 – Public Services and Utilities Element and Chapter 9 – Capital Facilities Element and lead to future subarea planning efforts.
T-7	Administrative Updates	Along with the above-defined text amendments, staff will also include standard administrative amendments including the Cover, Title Page, Table of Contents, Executive Summary, Introduction and Appendices (including SEPA Addenda).
P-1	Placeholder	Placeholder to address any inconsistencies identified during the docket review process.

Factors for Consideration:

Map Amendments

- *How is the proposed land use designation supported by or consistent with the existing policies of the various elements of the Comprehensive Plan? If it isn't, the development should demonstrate how the change is in the best long-term interest of the city.*
 - No amendments to land use designations are proposed as part of Amendment M-1. The map amendment is required to update the city/UGA boundaries to reflect annexations that will be completed in 2021. All areas received land use predesignations as part of the 2019 Comprehensive plan Docket (Ordinance 1073), with minor revisions made as part of the 2020 Comprehensive Plan Docket (Ordinance 1105). Consistency with applicable Comprehensive Plan policies were evaluated during the approval of the 2019 and 2020 Comprehensive Plan dockets. No areas within the UGA that are scheduled to be annexed into the city in 2021 are proposed to receive a change to their land use designation.
- *How does the proposed land use designation promote a more desirable land use pattern for the community? If so, a detailed description of the qualities of the proposed land use designation that make the land use pattern for the community more desirable should be provided to enable the Planning Commission and City Council to find that the proposed land use designation is in the community's best interest.*
 - As noted above, no amendments to existing land use designations are proposed as part of the 2021 docket. Updates to the SMP will reflect consistency with existing Comprehensive Plan policies and Development Code regulations.
- *What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to ensure compatibility with the uses of other properties in the vicinity?*
 - As noted above, no amendments to existing land use designations are proposed as part of the 2021 docket.
- *Comments received from affected property owners and residents.*
 - No property owners or residents will be affected.

Ratification Criteria

1. *Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program?*
 - a. The proposed amendments are to existing text in the Comprehensive Plan and Shoreline Master Program. The City Council, with input from the Waterfront Residential Task Force and Planning Commission, has requested specific amendments to the SMP regarding waterfront residential uses, to provide consistency with existing Comprehensive Plan policies and development regulations. The Council has also requested analysis of infrastructure constraints within the city's industrial areas, which may be incorporated into the Public Services and Utilities Element and Capital Facilities Element. The remainder of the amendments are required to update the list of the capital projects and reflect updated statistics and information from pending annexations as well as recent county planning efforts, such as the Buildable Lands Report. These changes are not development regulations but may trigger a review of development regulations to implement.
2. *Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws?*
 - a. Yes, all amendments proposed shall follow an established legal process and criteria.
3. *Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.*
 - a. The proposed map amendments are limited to changes in city/UGA boundaries, and the proposed text amendments are limited in scope and have not been previously reviewed.
4. *Does the City have the resources, including staff and budget, necessary to review the proposed amendment?*
 - a. The city has adequate staffing and budget for consultant assistance (if needed) to process the proposed amendments.
5. *Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan?*
 - a. Any changes to statistical data will ensure the most up to date information. Updating other references and plans will create internal consistency within the plan. The proposed amendments will correct inconsistencies as they are discovered.
6. *OR All of the following:*
 - a. *The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the Comprehensive Plan; and*
 - i. The proposed amendments aim to serve the public interest by keeping the plan up to date, including development potential within city and UGA boundaries.
 - b. *The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*
 - i. The proposed amendments are necessary during this review period to keep the Comprehensive Plan updated with the most recent and accurate information.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 23, 2021

Subject: Ordinance 1094 Machias Industrial Annexation

Contact	Russ Wright, Community Development Director	Budget	Future revenues
Person/Department:		Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Approve Ordinance 1094 to annex the Machias Industrial Area
-

BACKGROUND

On August 16, 2017, the City of Lake Stevens received an annexation petition signed by the property owner representing more than 10 percent of the assessed value in the Machias Industrial Annexation area. The property is approximately 66 acres and 18 parcels totaling over \$7.25 million in value. The annexation would include the right-of-way along Machias Road. Located adjacent to Lake Stevens city limits, the Machias Industrial Annexation area is currently zoned heavy industrial. The City adopted land use and zoning designations for its Urban Growth Area through Ordinances 1073 and 1074. The subject properties are designated GI (General Industrial) in the City's Comprehensive Plan and Official Zoning Map.

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

During its review of the Machias Industrial Annexation, Snohomish County notified the City that the boundary of the annexation area at the northern end of Parcel No. 29060900206500 included an area outside of the Urban Growth Area (UGA). Based on this feedback, the City withdrew its notice of intent to annex to correct the application. The legal description and map were corrected and resubmitted to the Boundary Review Board. The Boundary Review Board provided notice that it was not invoking jurisdiction and the annexation could proceed to final action (Exhibit 2).

DISCUSSION:

The action before the City Council tonight is approve Ordinance 1094 annexing the area known as the Machias Industrial Annexation (Exhibit 1).

NEXT STEPS

After annexing the territory, staff will prepare and send census data to the Office of Financial Management. A contract census taker is scheduled to do this work. The City will send a welcome packet to the owners of record in the area.

EXHIBITS ATTACHED

1. Ordinance 1094
2. Boundary Review Board Notice

EXHIBIT 1

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

ORDINANCE NO. 1094

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON ANNEXING APPROXIMATELY SIXTY (66) ACRES KNOWN AS THE “MACHIAS INDUSTRIAL ANNEXATION,” INTO THE CITY PURSUANT TO RCW 35A.14.120; ASSIGNING ZONING AND COMPREHENSIVE PLAN DESIGNATIONS UPON ANNEXATION IN CONFORMANCE WITH ORDINANCES 1073 AND 1074; REQUIRING ASSUMPTION OF A PROPORTIONATE SHARE OF CITY INDEBTEDNESS AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE AND PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, The Lake Stevens City Council (Council) adopted Ordinance No. 937 establishing the 2015 – 2035 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Lake Stevens Urban Growth Area (UGA) pursuant to Chapter 36.70A RCW; and

WHEREAS, the City of Lake Stevens (City) and Snohomish County entered an updated Interlocal Agreement related to Annexation and Urban Development in the Lake Stevens UGA recorded under Auditors File No. 200511100706 on November 10, 2005 that provides for the orderly transition of services from the County to City; and

WHEREAS, the City Council has reviewed the City’s annexation strategy to determine whether it is consistent with current practices, policies and procedures and thus, the City Council adopted Resolution 2016-21; and

WHEREAS, pursuant to RCW 35A.14.120 the City Council adopted resolution 2017-015 accepting a 10% petition, authorizing the circulation of a 60% petition for annexation and designating comprehensive plan and zoning for the proposed “Machias Industrial” annexation area; and

WHEREAS, the City Council reaffirmed its support of Resolution 2017-105 and accepted an updated 10% annexation on August 27, 2019, authorizing the circulation of a 60% petition for annexation and designating comprehensive plan and zoning for the proposed “Machias Industrial Annexation” pursuant to RCW 35A.14.120; and

WHEREAS, pursuant to RCW 35A.14.120, the petitioner obtained the signatures of property owners representing more than 60% of the current total assessed value of all parcels within the proposed annexation area in attached Exhibit A and depicted in attached Exhibit B; and

WHEREAS, pursuant to RCW 35A.01.040 the Snohomish County Assessor’s Office certified the 60% petition as sufficient on September 25, 2020; and

WHEREAS, the city adopted land use and zoning designations for its Urban Growth Area with the adoption of Ordinances 1073 and 1074 for its Urban Growth Area. These Ordinances designated the subject properties in the City’s Comprehensive Plan as GI (General Industrial) and the on the City’s Official Zoning Map as GI (General Industrial); and

WHEREAS, the annexation area being contiguous with the existing city limits, lies within unincorporated Snohomish County, and may generally be described as an area of approximately 66 acres and associated right-of-way as depicted in the map attached as Exhibit C. Said unincorporated annexation area is within the City's Urban Growth Area and includes the abutting right-of-way; and

WHEREAS on August 11, 2020 the City Council considered the Machias Industrial Annexation, and accepted the 60% Petitions and issued a Notice of Intent to Annex the area by passing Resolution 2020-19; and

WHEREAS, on August 25, 2020 a properly noticed public hearing was held pursuant to RCW 35A.14.130 and all persons who wished to provide testimony were heard and City Council approved its intent to annex the proposed area; and

WHEREAS, on December 09, 2020 the City submitted a Notice of Intent to the Snohomish Boundary Review Board and the Board reviewed said Notice and associated materials and deemed said Notice of Intent complete issuing an effective filing date of December 30, 2020; and

WHEREAS, the 45-day review period for the Snohomish County Boundary Review Board expired on February 15, 2020 without a request for Board review; and

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

SECTION 1. Annexation. The property described in attached Exhibit A and depicted in attached Exhibit B is hereby annexed into the City of Lake Stevens on the effective date of this ordinance.

SECTION 2. The area legally described in attached Exhibit A and depicted in attached Exhibit B shall be required to assume its proportionate share of the general indebtedness of the City of Lake Stevens at the time of the effective date of such annexation.

SECTION 3. The area shown and described in attached Exhibits A and B, shall be designated in the City's Comprehensive Plan as GI (General Industrial) and on the City's Official Zoning Map as GI (General Industrial) consistent with Ordinances 1073 and 1074.

SECTION 4. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

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

SECTION 6. Upon passage of this ordinance a certified copy shall be transmitted to the Clerk of the Snohomish County Council as required by RCW 35A.14.440.

PASSED by the City Council of the City of Lake Stevens this 23rd day of February 2021.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: February 23, 2021
Effective Date:



**Washington State Boundary Review Board
for Snohomish County**

3000 Rockefeller Ave., M/S #409
Everett, WA 98201-4046
(425) 388-3445
www.snoco.org

February 17, 2021

To: City of Lake Stevens, Russell Wright - rwright@lakestevenswa.gov

Cc: Snohomish County Planning and Development Services (PDS) – Frank Slusser/Eileen Canola
Snohomish County Fire District 7
Lake Stevens School District
Snohomish County PUD

Re: 15-2020 City of Lake Stevens Machias Industrial (resubmittal) Annexation - 45-Day Review Period Expiration

Dear Mr. Wright,

We have received the Notice of Intention for the 15-2020 City of Lake Stevens Machias Industrial (resubmittal) proposed direct-petition method annexation on December 9, 2020.

The proposal was deemed legally sufficient with an effective filing date of December 30, 2020.

The 45-day review period ended on Tuesday, February 16, 2021 at 5:00 p.m. and with no request for review being filed as outlined in RCW 36.93.100 and RCW 36.93.120, the action is deemed approved.

Next steps: You may proceed to finalize the proposed actions. Once finalized, please forward certified copies including the approved legal description and maps to the clerk of the board. After the clerk verifies the sufficiency of these documents, they will be distributed to various county departments and jurisdictional entities.

If you have questions, please feel free to contact me.

Sincerely,

Pamela J. Yount
Chief Clerk

Pamela J. Yount | Administrative Hearings Clerk
Hearing Examiner & Boundary Review Board
Office of Hearings Administration, 2nd Floor, Robert J Drewel Building
Phone: (425) 388-3445 | Email: Pamela.Yount@snoco.org
Website: <https://www.snohomishcountywa.gov/135/Boundary-Review-Board>

Link to NOI: [15-2020 Lake Stevens Machias-Industrial-Annexation-NOI-filed-eff-12-30-2020 \(snohomishcountywa.gov\)](https://www.snohomishcountywa.gov/135/Boundary-Review-Board)



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 23, 2021

Subject: Fees Resolution 2021-03

Contact Russ Wright, Community Development Director **Budget** none
Person/Department: _____ **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Resolution 2021-03 adjusting fees for City licenses, permits and other services.

BACKGROUND:

The City periodically adjusts fees for licenses, permits and other services by resolution to ensure City costs are appropriate.

DISCUSSION:

Staff is recommending that City Council adopt Resolution 2021-03. The following list describes the proposed fee adjustments.

Section 2, Table A: Schedule of Land Use Fees

- Impact Fees – update school impact fees for the Lake Stevens School District and Snohomish School District. These are fees paid directly to the school district and due at the time of building permit unless deferred per Chapter 14.24 LSMC.

Section 3, Table 1A: Building Permit Fees

- Updated references for building fees.

Section 8 Community Facility Rental Fees

- Table G – Consolidated Athletic Field rentals into single row and added line for The Mill
- Added Table G1 for the Mill per adopted policy and non-profit rates for peak and non-peak seasons.

Section 9 Park Shelter Fees

- Table H – Updated Table H to include all available City park shelter rentals and consolidated fees.

ATTACHMENTS:

Resolution 2021-03

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2021-03

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON,
REPEALING RESOLUTION NO. 2020-22 AND ADOPTING AMOUNTS FOR
THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED
AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST
CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES
ACTIONS OR PERMITS**

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution; and

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS TO RE-ENACT RESOLUTION 2021-03 AS FOLLOWS: Resolution No. 2019-12 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

Section 1. Fees and Deposits-General.

- A. **Fees.** Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Certain fees may be refundable based on a case by case analysis from the applicable department director and approval of the Finance Director. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. **Payment Due.** Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. **Late Payment Penalties.** If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month, with a maximum monthly interest accrual of \$20.00, from the date the fee became due and the date payment is actually made.
- D. **Waivers.** Upon petition by the applicant, the Mayor or designee may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm, or upon the submittal of a signed and notarized declaration of financial hardship, in the form attached to this resolution.

- E. Concurrent Applications. Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney fees may be recovered for specific projects. *(Note: "X.XX" number refers to Use Category from Title 14 Table of Permissible Uses.)*

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
Adult Family Home	325
Boundary Line Adjustments	1,000
Changes of Use	Included in Business License Fee
Code Interpretations	150
Eligible Facility Modification	150 for first two hours + 75 per hour for each hour of additional staff time
Lot Status Determination	150 for first two hours + 75 per hour for each hour of additional staff time
Floodplain Development Permit when no Shoreline Exemption is required_(may also require SEPA and critical area review fees)	150
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Pasture/Waste Management Plan (LSMC 5.18.040)	
Plan Review Fee	75
Subsequent Plan Modification Review	75/hour
Reasonable Use Exceptions	200+critical areas review
Site Plan Review (for standalone review only)	150 for first two hours + 75 per hour for each hour of additional staff time
Temporary Use	
Temporary Residence (1.700)	125
Temporary Mobile/Modular Public Structures (15.500) in any zone	100
Temporary Structures (23.000)	200
Temporary Encampment (LSMC 14.44.038)	1,250
ADMINISTRATIVE REVIEW (If hearing is requested additional cost for hearing examiner at actual cost)	
Administrative Conditional Use Permit	1,000
Administrative Deviation	150 for first two hours + 75 per hour for each additional hour of staff time
Administrative Review of Model Home	150 for first two hours + 75 per hour for each additional hour of staff time
Administrative Modifications	450
Administrative Variance	1,000
Administrative Review of Small Wireless Facilities	150 deposit for first two hours + 75 per hour for each hour of additional staff time

Action/Permit/Determination	Fee (\$)
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	Applicant pays actual cost charged City plus 35 Administrative fee
APPEALS PER TITLE 14	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	75/hr
BINDING SITE PLANS	6,000
Revision	1,000
CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)	
Filing Fee to Request Contested Hearing	350
Filing Fee to Request Mitigation Hearing	350
Hearing Examiner Hearing (except for initial open record hearing per LSMC 17.20.080(d))	Hearing Examiner cost
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONCESSIONS	
Background Check	15
Concession Agreement Review/Administration	150
Damage and Litter Deposit (refundable at end of contract)	100
Lease Rate	5% of revenue
CONDITIONAL USE PERMITS	3,500+ Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,500 + 100 per lot for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department

Action/Permit/Determination	Fee (\$)
	Director
Commercial and/or non-residential developments	2,000 for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
CONSULTANT FEES (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 35 Administrative fee
DESIGN REVIEW	
Design Review – Administrative Decision	450
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	150 for first two hours + 75 per hour for each additional hour of staff time
ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
EVENT PERMITS	
Event Level1	75
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	100/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
IMPACT FEES	
Park Mitigation	
Single-family residences (e.g., single-family residence, duplex and manufactured home)	4,154.92/dwelling unit
Multifamily residences with three or more units	3,004.75/dwelling unit
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	1,912.53/dwelling unit
School Mitigation	
<u>Lake Stevens School District – fees as shown below or as adopted in most current Capital Facilities Plan</u>	
<u>Detached Single Family Residence</u>	<u>9,788/dwelling</u>
<u>Duplex/Townhouse</u>	<u>7,672/dwelling</u>
<u>Multifamily Residential with 2 or more bedrooms</u>	<u>7,672/unit</u>

Snohomish School District – fees as shown below or as adopted in most current Capital Facilities Plan	
<u>Detached Single Family Residence</u>	<u>6,039/dwelling</u>
<u>Duplex/Townhouse</u>	<u>260/dwelling</u>
<u>Multifamily Residential with 2 or more bedrooms</u>	<u>260/unit</u>
Traffic Mitigation	
Traffic Impact Zone 1	2,771/PM peak hour trip
Traffic Impact Zones 2 & 3	3,500/PM peak hour trip
Impact Fee Adjustment/Deferral Application	150
LAND DISTURBANCE	
Minor Land Disturbance Permits	375
Major Land Disturbance Permits	1,000
Major Land Disturbance Permit with Class IV Forest Practice	1,250
LAND USE CODE AMENDMENTS	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Manufacturing Tax Exemption Application	500
Permit Extension	150
Public Notice Signs Rental Fee	50
Security Administration Fee, per each security	100
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	35/tree
Lake Safety Marker – one-time fee for contribution to the Lake Safety Program for buoy purchase.	350
MISCELLANEOUS TASKS	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	75/hr
Miscellaneous Research or other staff time	75/hr
MOBILE FOOD VENDING UNITS	
Initial License Application	75
License Renewals	40
PARK PERMITS	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (\$400 credited toward application fee over \$1,000 upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Requested Consultant Review (e.g., critical areas consultant, etc.)	400+Consultant fees
RECONSIDERATION OF DECISION by:	
Planning Director	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	At cost (paid directly to Snohomish County)
REZONES - ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
Action/Permit/Determination	Fee (\$)

RIGHT-OF-WAY	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50
All Others	200
Right-of-Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
SEPA REVIEW (does not include critical areas review, which is a separate fee)	
Planned Action Project Certification Review including SEPA Checklist	750
Review of SEPA Checklist	750
Review of requested studies	75/study per hour 2 hour minimum
Review of requested traffic studies	75 per hour 2 hour minimum
Review of requested drainage studies	75 per hour 2 hour minimum
Environmental Impact Statement (EIS)	75 per hour 10 hour minimum
Addendum	300
SEPA Appeals (to Hearing Examiner)	150+Hearing Examiner cost
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Mooring Buoy Application	150
Shoreline Conditional Use	1,500+Hearing Examiner cost
Shoreline Exemption	200
Shoreline Exemption with Floodplain Development Permit	300
Shoreline Substantial Development	+Hearing Examiner if requested by public
Related to Single Family Residence	500
Related to Multifamily Residence or Commercial Property	1,500
Related to Subdivision	2,000
Other	2,500
Shoreline Variance	1,500+Hearing Examiner
SIGN PERMITS	
Sign Permit	150+50/sign
Sign Insert replacements (fee applies to replacement cabinet signs with no structural or size modifications)	25
Master Sign Program Permit	450
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Final Plat / Short Plat Pre-check and Survey Review	75/hour, 2 hour minimum plus \$1,000 survey deposit
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost
ZONING CERTIFICATION LETTER	150

Section 3. Building Permit Fees. (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from the current editions of:
1. ~~2015 edition of the~~The International Building Code (IBC)
 2. ~~2015 edition of the~~The International Residential Code (IRC)
 3. ~~2015 edition of the~~The International Mechanical Code including the ~~2015~~-International Fuel Code, ~~2008~~-National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and ~~2015~~-National Fire Protection Association 54 (National Fuel Gas Code)
 4. ~~2015 edition of the~~The Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. ~~2015 edition of the~~The International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent semi-annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

Table 1A: Building Permit Fees

Total Valuation	Fee
\$1.00 to \$499.99	\$23.50
\$500.00 to \$1,999.99	\$23.50 for the first \$499.99 plus \$3.05 for each additional \$100, or fraction thereof, up to and including \$1,999.99.
\$2,000.00 to \$24,999.99	\$69.25 for the first \$1,999.99 plus \$14 for each additional \$1,000, or fraction thereof, up to and including \$24,999.99.
\$25,000.00 to \$49,999.99	\$391.25 for the first \$24,999.99 plus \$10.10 for each additional \$1,000, or fraction thereof, up to and including \$49,999.99.
\$50,000 to \$99,999.99	\$643.75 for the first \$49,999.99 plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$99,999.99.
\$100,000 to \$499,999.99	\$993.75 for the first \$99,999.99 plus \$6.50 for each additional \$1,000, or fraction thereof, up to and including \$499,999.99.
\$500,000 to \$999,999.99	\$3,233.75 for the first \$499,999.99 plus \$4.75 for each additional \$1,000, or fraction thereof, up to and including \$999,999.99.
\$1,000,000 and up	\$5,608.75 for the first \$999,999.99 plus \$3.65 for each additional \$1,000, or fraction thereof.

C. Plan Review Fees:

Residential:

- New construction & additions: 65% of permit fee using Table 1A
- Repairs & Alterations: \$75.00 per hour (min. 1 hour)
- Basic House Plan Review – see Table B2

Commercial:

- New construction & additions: 85% of permit fee using Table 1A
- Tenant Improvements (TI) & Alterations: 85% of permit fee using Table 1A **OR** \$75.00 per hour (min. 1 hour) as determined by the building official
- Plumbing & mechanical: 25% of permit fee or City's hourly rate of \$75.00 per hour (min. 1 hour)

D. Fire Department Commercial Plan Review.

New or Tenant Improvement Building Permits – Applies to all Occupancies except Group U

Construction Valuation From: To:	Fee
Group R-3 or IRC Dwellings (regardless of valuation)	\$30
\$0 \$1,000	\$30
\$1,001 \$5,000	\$115
\$5,001 \$10,000	\$175
\$10,001 \$20,000	\$200
\$20,001 \$45,000	\$260
\$45,001 \$100,000	\$315
\$100,001 \$250,000	\$430
\$250,001 \$500,000	\$545
\$500,001 \$1,000,000	\$690
\$1,000,001 \$1,500,000	\$775
\$1,500,001 \$2,000,000	\$835
>\$2 million	\$865 plus \$55 per \$500,000 (prorated over \$2 million)

E. Other Inspections and Fees:

See Section II Tables D and E for Sprinkler and Alarm fees.

Inspections outside of normal business hours: \$75/ hour, 2 hour minimum.

Reinspection fees assessed at \$75 per hour (1 hour minimum).

Penalty for commencing work prior to permit issuance: Double permit fee.

Inspections for which no fee is specifically indicated: \$75 /hour (1/2 hour minimum).

Additional plan review required by changes, additions or revisions to plans: \$75/hour.

For use of outside consultants for plan checking and inspections, or both: Actual Costs

F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

Table B2: Schedule of Miscellaneous Building Permit Fees

Permit	Fee (\$)		
	Permit	Plan Check	Total
Accessory Structures	Valued as Utility (BVD) See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
BASIC HOUSE PLAN REVIEW			
Initial Plan	See table 1A		
Set-up fee			200
Basic Plan		20% of permit fee per Table 1A	Per Table 1A
State Building Code fee (each residential permit)	\$6.50		\$6.50
Each additional residential unit	\$2.00		\$2.00
Each Commercial permit (per RCW 19.27.085)	\$25.00		\$25.00
Deck	Valued at: \$15/sq.ft. – uncovered \$17/sq.ft. – covered See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Demolition	\$75		\$75
Dock	Valued at: \$30/sq.ft. See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Fence/Retaining Wall	\$75	\$75/hr (1 hr min)	\$75 + plan check fee
Manufactured Home Placement ((& Skirting))	\$225		\$225
Certificate of Occupancy	\$100		\$100
Reroof:			
Residential	\$40.00		\$40.00
Residential with sheathing	\$90.00		\$90.00
Commercial	Refer to Table1A	Same as Commercial TI	Permit fee + plan check fee
Adult Family Home	\$150		\$150
Re-inspection	\$75		\$75

Current BVD = Building Valuation Data ~~February 2019~~, International Code Council

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	35.00	Plumbing Permit	35.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00

Mechanical Fees		Plumbing Fees	
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00
Gas Piping 1 – 4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/ Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood – Residential	15.00	Roof Drains	10.00
Range Hood – Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K – 499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1- 5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00
Wall/Unit Heaters	20.00	Water Heater	15.00
Water Heater	15.00	Water Service	10.00
Wood Stoves	18.00		

Section 5. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License: <ul style="list-style-type: none"> – Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime – Each dog or cat neutered or non-neutered, lifetime – Senior Citizen (defined as being 62 years of age or older) owners, lifetime – Service and guide dogs, lifetime – Duplicate license for lost or destroyed dog/cat tag – Duplicate license - Senior Citizen owners and Service/Guide Dogs – Other Code Violations: <ul style="list-style-type: none"> ■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. ■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. 	<p>Free</p> <p>20</p> <p>Free</p> <p>Free</p> <p>4</p> <p>Free</p>
Impound Fees for Cost Recovery: <ul style="list-style-type: none"> – Dogs and cats (at police kennel) – Animals – Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements. – Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred. 	<p>25</p> <p>30</p> <p>Varies</p>
Pasture/Waste Management Plan (Sec 5.18.040): See Table A Land Use Fees	

Section 6. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.



Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Lamination Services – Concealed Pistol Licenses	3.50
Boat Launch Parking Fees and Fine:	
1. Daily	5
2. Annual Permit	75
3. Low-income Seniors (defined as being 62 years of age or older)	40
4. Failure to pay fee (50% reduction if paid within 24 hours)	40
5. Current Washington State Fishing License decal affixed to vehicle	Free
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	50
2. Fine if paid within 24 hours	25
Off-duty Officer:	Refer to current billable rate schedule
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit: (For special planned events that require additional police services)	\$100 per hour of event with one hour minimum
Letters for search of local criminal justice data bases	10
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

Section 7. Miscellaneous Fees. Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works : Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee)	Refer to current billable rate schedule
Business Licenses: <ul style="list-style-type: none"> - Non-refundable Adult Entertainment (Cabaret) application Fee 100 - Adult Entertainment (Cabaret) Establishment (annual) 500 - Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual) 50/person - Business License Registration – Application 40 - Business License Registration – Annual Renewal 25 - Temporary business license 40 - Renewal 5 - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol application fee. License expires one year from date of application.) 75 for the 1st three employees, and \$10 for each additional employee - Live music and/or dance entertainment (annual) 50 - Games (annual) 50 - Pawnbroker and Second Dealers (annual) 500 	
<ul style="list-style-type: none"> - Washington State Department of Licensing's Master License Service - Business license handling fee (fees shall be automatically amended by the State) 	Currently New Application \$19 Renewal \$11
Duplication of Public Records: (postage/delivery costs extra) <ul style="list-style-type: none"> - In-house Copying of City documents for the public. - In-house Copying of City documents to pdf when original document is not in electronic format. - Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery. - Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations. - Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge - In-House duplication of City documents to CD, such as <ul style="list-style-type: none"> • Comprehensive Plan, Lake Stevens Municipal Code Title 14, • Urban Design Standards, Engineering Design and Development Standards, etc. 	<p>For all records duplication and/or transmission, first \$5 cumulative waived</p> <p>15¢/page/side</p> <p>10¢/page/side \$1 extra for copy to CD</p> <p>5¢ per each four electronic files or attachments plus 10¢ per gigabyte</p> <p>Actual Cost</p> <p>Actual Cost</p>

Permit/Action	Fee or Fine (\$)
<ul style="list-style-type: none"> - Documents or CDs printed by outside vendor - Maps - Duplication of maps less than 11"x17" - Maps - Duplication of maps greater than 11"x17" and - Special requests for plotted maps, aerials, plans, etc. (each) - Audio recordings of meetings: <ul style="list-style-type: none"> • Duplicated by Staff • Duplicated by outside vendor - Color photos (cost to reproduce) - Certified copy of a public record 	<p>Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly)</p> <p>\$.15/page</p> <p>\$1 per square foot for in-house printing or actual cost if sent out to reproduce</p> <p>\$1/tape/disc Actual cost to reproduce</p> <p>40¢</p> <p>\$5 for 1st Page and \$1 each after the 1st Page</p>
Dishonored Check Fine (in payment of City services)	\$35
Passports (fees shall be automatically amended by U.S. Dept. of State)	Consistent with effective federal changes
Age 16 and Over	Passport Fee \$110 Execution Fee \$35
Under Age 16	Passport Fee \$80 Execution Fee \$35
Passport Photos	\$16.00/set including sales tax
Technology Fee	A technology fee of three (3) percent will be assessed on each building and land use permit issued.

Section 8. Community ~~Center and~~ Facility Rental Fees. Fees for renting the City's Community Center and other facilities shall be as listed in Table G.

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
Facilities	
Athletic Fields	<u>Youth Sports:</u> <u>\$20 every 2 hrs</u>
	<u>Adult Sports:</u> <u>\$30 every 2 hrs</u>
Eagle Ridge Community Garden bed rental	\$40 annually
<u>The Mill</u>	<u>See Table G1</u>

Table G1: Standard Mill Rental Fees

	<u>Max Occupancy</u>	<u>Saturday</u>	<u>Friday or Sunday</u>	<u>Mon-Thurs</u>	<u>Damage Deposit (refundable)</u>	<u>Reservation Deposit (non-refundable)</u>
<u>Entire Mill</u>	<u>461</u>	<u>\$1800</u>	<u>\$1300</u>		<u>\$250 without alcohol</u> <u>\$500 with alcohol</u>	<u>\$200</u>
<u>Hartford Hall</u>	<u>213</u>	<u>\$1300</u>	<u>\$900</u>	<u>\$75/hr</u> <u>\$600 all day</u>	<u>\$250 without alcohol</u> <u>\$500 with alcohol</u>	<u>\$200</u>
<u>The Stack</u>	<u>50</u>	<u>\$67/hr</u>	<u>\$47/hr</u>	<u>\$47/hr</u>	<u>\$100</u>	<u>\$50</u>
<u>Sawyers Room</u>	<u>200</u>	<u>\$77/hr</u>	<u>\$77/hr</u>		<u>\$100</u>	<u>\$50</u>

NON-PROFIT Rental Fees (Peak Season April 1 through September 30, 30% discount)

	<u>Max Occupancy</u>	<u>Saturday</u>	<u>Friday or Sunday</u>	<u>Mon-Thurs</u>	<u>Damage Deposit (refundable)</u>	<u>Reservation Deposit (non-refundable)</u>
<u>Entire Mill</u>	<u>461</u>	<u>\$1260</u>	<u>\$910</u>		<u>\$250 without alcohol</u> <u>\$500 with alcohol</u>	<u>\$200</u>
<u>Hartford Hall</u>	<u>213</u>	<u>\$910</u>	<u>\$630</u>	<u>\$38/hr</u> <u>\$300 all day</u>	<u>\$250 without alcohol</u> <u>\$500 with alcohol</u>	<u>\$200</u>

The Stack	50	\$47/hr	\$24/hr	\$24/hr	\$100	\$50
Sawyers Room	200		\$54/hr		\$100	\$50

NON-PROFIT Rental Fees (Off-Peak Season, 50% discount)

	Max Occupancy	Saturday	Friday or Sunday	Mon-Thurs	Damage Deposit (refundable)	Reservation Deposit (non-refundable)
Entire Mill	461	\$900	\$650		\$250 without alcohol \$500 with alcohol	\$200
Hartford Hall	213	\$650	\$450	\$38/hr \$300 all day	\$250 without alcohol \$500 with alcohol	\$200
The Stack	50	\$33.50/hr	\$23.50/hr	\$23.50/hr	\$100	\$50
Sawyers Room	200		\$38.50/hr		\$100	\$50

1. If the City requires general liability insurance coverage, the event shall be required to provide proof of insurance in compliance with the Facility Use Permit rules ten days prior to the event. If proof of insurance is not provided, the event will be cancelled.
2. "Local" user is a group whose coordinator or assigned member is a citizen of the City of Lake Stevens.
3. **Non-Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
4. A minimum security deposit of \$25 MAY be required of users when, in the judgment of the facilities scheduler, the type of facility use may necessitate such a deposit.
5. In case of a cancellation, a written ten-day advance notice must be received to qualify for a refund.
6. No animals other than service animals will be permitted inside facilities without consent of the City Clerk or designee.
7. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

Section 9. ~~Lundeen~~ Park Shelter Fees. Fees for the rental of ~~Lundeen~~ Park Shelters shall be as listed in Table H (below).

Table H: Schedule of ~~Lundeen~~ Park Shelter Rental Fees

<p style="text-align: center;">Maximum of 50 people per shelter. Reservation Fee is Non-Refundable unless cancelled by the City of Lake Stevens*</p>		
<u>Park Shelter/Facility</u>		<u>Rental fee including deposit*</u>
Lundeen Park Shelter	1 Half Shelter	\$ 60 75
	2 Full Shelter (both sides)	\$ 120 150 Non-refundable reservation fee + \$ 7 \$ 127
<u>North Cove Park Shelter</u>		<u>\$ 75</u>
<u>North Cove Park Observation Deck</u>		<u>\$ 75</u>
<u>Mill Outdoor Plaza Rental</u>		<u>\$ 75</u>
<u>All Shelters/ Facilities</u>		<u>\$40 half day rentals available during peak season - April 1 through September 30</u>

* All shelter reservations include a \$7.00 non-refundable fee for cancellations unless cancelled by the City of Lake Stevens. All reservations are for a maximum of 50 people or occupancy if less.

Section 10. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table IA: Stormwater Management Utility

<u>Type</u>	<u>Impervious Area per Equivalent Service Unit</u>	<u>Annual Rate per</u>
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
Undeveloped ²	NA	No Charge

State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.
3. Annual increases are based on the completion of the 2018 Stormwater Management rate study and approval of the "Level of Service 3 - High Priority Capital" recommendation,

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

Table IB: Lake Management Benefit Assessment

Class		Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot		NA	\$16.00 per parcel	\$192.00 per parcel
Split Lot		NA	\$11.33 per parcel	\$136.00per parcel

1. The lakefront lot assessment applies to each land parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.
2. Lakefront lots developed with only a dock or other over the water structure will receive a lakefront assessment.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

Section 11. Fire Safety Inspections, Permits and Fire District Related Service Fees

Fees for fire safety inspections, permits and Fire District related services shall be as listed in Tables A through L below. Fees listed in Tables C through K are comprehensive for plan review, permit issuance, and two (2) site inspections per inspection item.

Table A - Fire Safety Inspection Fees	
Inspected Square-footage (SF)	Fee
1-1,000	\$25
1,001-2,500	\$50
2,501-10,000	\$75
10,001-50,000	\$150
50,001-150,000	\$300
150,001-400,000	\$425
Over 400,000	\$550
R-2 Apartment Buildings	Fee
1 and 2 story	\$25
3 story and greater	\$50
Interior halls	SF Fee
Other Fees	Fee
Re-inspection Fee (for uncorrected violations are time of re-inspection)	\$50

Table B - Operational Fire Permits			
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes that may produce conditions hazardous to life or property.			
An Operational Fire Permit is required prior to engagement in the activities, operations, practices, or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed at least annually.			
Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event.			
IFC Reference	Permit	Required for:	Fee
105.6.1	Aerosol Products	Level 2 or Level 3 aerosol products in excess of 500 pounds.	\$75
105.6.2	Amusement Buildings	Operation of a special amusement building.	\$75
105.6.3	Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles.	\$75
105.6.4	Carbon Dioxide Systems	Carbon dioxide systems having more than 100 pounds of carbon dioxide.	\$75

105.6.5	Carnivals and Fairs	Conducting a carnival or fair.	\$75
105.6.6	Cellulose Nitrate Film	Storage, handling or using cellulose nitrate film in a Group A occupancy.	\$75
105.6.7	Combustible Dust-Producing Operations	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$75
105.6.8	Combustible Fibers	Storage and handling of combustible fibers in quantities greater than 100 cubic feet.	\$75
105.6.9	Compressed Gases	Storage, use or handling of compressed gases in excess of the amounts listed in Table 105.6.9.	\$75
105.6.10	Covered and Open Mall Buildings	(1) The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. (2) The display of liquid- or gas-fired equipment in the mall. (3) The use of open-flame or flame-producing equipment in the mall.	\$75
105.6.11	Cryogenic Fluids	Production, storage, transportation on site, use, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11.	\$75
105.6.12	Cutting and Welding	Cutting or welding operations.	\$75
105.6.13	Dry Cleaning	Dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	\$75
105.6.14	Exhibits and Trade Shows	Operation of exhibits and trade shows	\$75
105.6.15	Explosives	See Table D	Table D
105.6.16	Fire Hydrants and Valves	Contact water purveyor having jurisdiction.	No Fee

105.6.17	Flammable and Combustible Liquids	See IFC 105.6.17 for permit requirements.	\$75
105.6.18	Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet using Class I or Class II liquids.	\$75
105.6.19	Fruit and Crop Ripening	Operation of a fruit- or crop-ripening facility or conduct a fruit-ripening process using ethylene gas.	\$75
105.6.20	Fumigation and Insecticidal Fogging	Operation of a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	\$75
105.6.21	Hazardous Materials	Storage, transportation on site, dispensing, use or handling of hazardous materials in excess of the amounts listed in Table 105.6.21.	\$75
105.6.22	HPM Facilities	Storage, handling or use hazardous production materials.	\$75
105.6.23	High-Piled Storage	Use of a building or portion thereof as a high-piled storage area exceeding 500 square feet.	\$75
105.6.24	Hot Work Operations	Hot work including, but not limited to: (1) Public exhibitions and demonstrations where hot work is conducted. (2) Use of portable hot work equipment inside a structure. (3) Fixed-site hot work equipment, such as welding booths. (4) Hot work conducted within a wildfire risk area. (5) Application of roof coverings with the use of an open-flame device. (6) Where approved, the fire code official shall issue a permit to carry out a hot work program.	\$75
105.6.25	Industrial Ovens	Operation of industrial ovens regulated by Chapter 30.	\$75

105.6.26	Lumber Yards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet.	\$75
105.6.27	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings.	\$75
105.6.28	LP Gas	(1) Storage and use of LP-gas. (2) Operation of cargo tankers that transport LP-gas.	\$75
105.6.29	Magnesium	Melting, casting, heat treatment or grind more than 10 pounds of magnesium.	\$75
105.6.30	Miscellaneous Combustible Storage	Storage in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material.	\$75
105.6.31	Motor Fuel-Dispensing Facilities	Operation of automotive, marine and fleet motor fuel-dispensing facilities.	\$75
105.6.32	Open Burning	Kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground.	\$75
105.6.33	Open Flames and Torches	Removing paint with a torch; or to use a torch or open-flame device in a wildfire risk area.	\$75
105.6.34	Open Flames and Candles	Use of open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	\$75
105.6.35	Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon of an organic coating in one day.	\$75
105.6.36	Places of Assembly	Operation a place of assembly.	\$75

105.6.37	Private Fire Hydrants	The removal from service, use or operation of private fire hydrants.	\$75
105.6.38	Pyrotechnic Special Effects Material	Use and handling of pyrotechnic special effects material.	\$75
105.6.39	Pyroxylin Plastics	Storage or handling of more than 25 pounds of cellulose nitrate (pyroxylin) plastics, and for the assembly or manufacture of articles involving pyroxylin plastics.	\$75
105.6.40	Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by Chapter 6.	\$75
105.6.41	Repair Garages and Motor Fuel-Dispensing Facilities	Operation of repair garages.	\$75
105.6.42	Rooftop Heliports	Operation of a rooftop heliport.	\$75
105.6.43	Spraying or Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24.	\$75
105.6.44	Storage of Scrap Tires and Tire Byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires, and for indoor storage of tires and tire byproducts.	\$75
105.6.45	Temporary Membrane Structures and Tents	Operation of an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet.	Table C
105.6.46	Tire-Rebuilding Plants	Operation and maintenance of a tire-rebuilding plant.	\$75
105.6.47	Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities.	\$75
105.6.48	Wood Products	Storage of chips, hogged material, lumber or plywood in excess of 200 cubic feet.	\$75

105.6.49	Marijuana Extraction Systems	Use of a marijuana / cannabis extraction system regulated under WAC 314-55-104.	\$75
WAC 173-425-060	Residential Open Burning (Only for unincorporated Snohomish County within Lake Stevens Fire District boundary)	Outdoor burning of leaves, clippings, prunings and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his or her designee.	\$25

Table C - Special Assembly Permits	
IFC 105.7.18 Required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet. Fees listed below include issuance of operational permit 105.6.45.	
Temporary Membrane Structures, Canopies and Tents	
Duration of Use	Fee
Less than 3 Days	No Fee
4-180 Days	\$60
Temporary Assembly Membrane Structures, Canopies and Tents	
Occupant Load	Fee
50-99 persons	\$60
Over 100 persons	\$115

Table D - Explosives	
IFC 105.6.15 Required for manufacturing, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56.	
Retail and Wholesale Fireworks	
Type	Fee
CFRS Facility - Wood Stand	\$100
CFRS Facility - Tent or Canopy	\$100
Fireworks sales in other than a CFRS Facility	\$100
Public Fireworks Display	
Type	Fee
Public Display (Licensed pyrotechnic operators in accordance with RCW 70.77 only)	\$250
Temporary Storage	\$175
Blasting	
Type	Fee
Blasting (Licensed blasters in accordance with WAC 296-52 only)	\$250
Temporary Storage	\$175

Table E - NFPA 72 Fire Alarm and Detection Systems and Related Equipment
IFC 105.7.6 Required for installation of or modification to fire alarm and detection systems and related equipment.
Devices include individual parts of a fire alarm system including, but not limited to initiating devices, notification appliances, NAC panels, modules, relays, remote annunciation panels, and other such devices. Each part of the system is one device.
Note: All Central Station Monitoring shall be UL or FM listed.
Tenant Improvement or Modification to Existing System

Number of Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
Over 200	\$660
New System	
Number of Devices	Fee
1-100	\$430
101-200	\$545
Over 200	\$660
FACP and/or Transmitter	
In addition to the above device fees shown, the following fees also apply:	
Condition	Fee
Replacement	\$145
New	\$230

Table F - Automatic Fire Extinguishing Systems and Components	
IFC 105.7.1 required for installation of or modification to an automatic fire-extinguishing system.	
NFPA 13 and 13R Fire Sprinkler Systems &	
Devices are individual parts of an automatic fire extinguishing system including, but not limited to sprinkler heads, risers, valves, gongs and other such devices. Each part of the system is one device.	
Tenant Improvement or Modification to Existing System	
Number of Heads and Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720

New System	
Number of Heads and Devices	Fee
1-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720
NFPA 13D Residential Fire Sprinkler Systems	
Number of Heads and Devices	Fee
1-10	\$200
11-25	\$260
Over 25	\$315
*Non-required NFPA 13D systems shall not be charged a fee for plan review, permits or inspections.	
UL 300 Commercial Cooking Hood Suppression Systems & NFPA 2001 Clean Agent Systems	
Type	Fee
Pre-Engineered	\$145
Custom Engineered	\$315
NFPA 14 Standpipe Systems	
IFC 105.7.17 Required for the installation, modification or removal from service of a standpipe system.	
Class	Fee
I, II or III	\$175
NFPA 20 Fire Pumps and Related Equipment	
IFC 105.7.7 Required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators.	
Quantity	Fee
1	\$345
2 or more	\$575

Underground Supply Piping for Automatic Sprinkler Systems	
IFC 105.7.20 Required for the installation of the portion of the underground water supply piping, public or private, supplying a water-based fire protection system. The permit shall apply to all underground piping and appurtenances downstream of the first control valve on the lateral piping or service line from the distribution main to one foot above finished floor of the facility with the fire protection system.	
Quantity of Supply Lines to Building	Fee
1	\$115
2 or more	\$230

Private Fire Hydrants	
IFC 105.7.13 Required for the installation or modification of private fire hydrants.	
Quantity	Fee
1	\$115
2 or more	\$230

Table G - Hazardous Materials	
IFC 105.7.10 Required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in Table 105.6.21.	
Quantity	Fee
1-2 Hazardous Materials	\$115
3-5 Hazardous Materials	\$230
Over 5 Hazardous Materials	\$460

Table H - Gases, Liquids and Cryogenics	
Compressed Gases	
IFC 105.7.3 Where the compressed gases in use or storage exceed the amounts listed in Table 105.6.9, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system.	
Type	Fee
Compressed Gas System	\$230
LP- Gas	
IFC 105.7.12 Required for installation of or modification to an LP-gas system.	
Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000	\$460
Residential LP-Gas System	\$85
Flammable and Combustible Liquids	
IFC 105.7.8 Required to (1) to install, repair or modify a pipeline for the transportation of flammable or combustible liquids. (2) To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. (3) To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank.	

Type	Fee
(1) Pipeline	\$230
(2) Vehicles, Equipment, Facilities, etc.	\$230
(3) Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460
Residential Fuel Tank Install or Abandonment	\$60
Cryogenic Fluids	
IFC 105.7.4 Required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.6.11.	
Quantity	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460

Table I - Spraying/Dipping, Industrial Ovens and Marijuana Extraction Systems	
Spraying or Dipping	
IFC 105.7.16 Required to install or modify a spray room, dip tank or booth.	
Type	Fee
Pre-Engineered Booth or Tank	\$175
Site-Built or Used Room, Booth or Tank	\$290
Industrial Ovens	
IFC 105.7.11 Required for installation of industrial ovens covered by Chapter 30.	
Class	Fee
Class A, B, C or D	\$290
Marijuana Extraction System	
IFC 105.7.19 Required to install a marijuana/cannabis extraction system regulated under WAC 314-55-104.	
Valuation	Fee
\$25,000 or Less	\$115
\$25,001-\$50,000	\$230
\$50,001-\$100,000	\$460
Over \$100,000	\$575

Table J - Power, Radio and Smoke Control Systems	
Battery System	
IFC 105.7.2 Required to install stationary storage battery systems having a liquid capacity of more than 50 gallons.	
Quantity	Fee
50-100 Gallons	\$115
Over 100 Gallons	\$230
Solar Photovoltaic Power System	
IFC 105.7.15 required to install or modify solar photovoltaic power systems.	
Type	Fee
Residential PV System	\$115
Commercial PV System	\$230
Emergency Responder Radio Coverage System	
IFC 105.7.5 required for installation of or modification to emergency responder radio coverage systems and related equipment.	
Type	Fee
Single Bi-Directional Antenna System	\$230
Distributed Antenna System	\$460
Smoke Control System	
IFC 105.7.14 required for installation of or alteration to smoke control or smoke exhaust systems.	
Type	Fee
Smoke Control Systems (Passive and Mechanical)	\$460

Table K - Gates and Barricades Across Fire Apparatus Roads	
IFC 105.7.9 Required for the installation of or modification to a gate or barricade across a fire apparatus access road.	
Quantity	Fee
1	\$115
2 or More	\$230

Table L - Miscellaneous Fees	
Description	Fee
After Hours Inspections (Regular Hours: Monday-Friday 8:00am - 4:00pm excluding Holidays)	\$85 per Hour; 1 Hour Minimum
Additional Plan Review Fee (required by (1) changes, (2) additions, or (3) revisions to approved plans)	\$85 per Hour; 1 Hour Minimum
City of Lake Stevens Administrative Fee (added to all fees collected by the City of Lake Stevens)	15% of Permit Fee

Construction Permit Extension (additional 180 days)	\$150
Construction Re-Inspection Fee (for uncorrected violations after 2nd site inspection)	\$75
Expired Construction Permit Re-Issuance (for expired permits not exceeding 1 year abandonment)	50% of Permit Fee
Firefighter Fire Watch or Standby	\$75 per Hour per Firefighter; 2 Hour Minimum
Fire Flow Determination	Contact Water Purveyor Having Jurisdiction
Outside Consultant Review	Actual Cost Plus 50% of Permit Fee
Work Without a Permit	Permit Fee x 3

Table M - Fire Investigation Fees	
Cause Determined As	Fee
Accidental, Natural or Undetermined	No Fee
Incendiary (intentionally set or criminal fire, arson)	Actual cost shall be billed to the convicted party for investigation, report preparation, courtroom preparation and testimony as received from Snoomish County in accordance with the current ILA.

PASSED by the City Council of the City of Lake Stevens on the 23rd day of February 2021.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk