



## **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.*

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### **CITY COUNCIL REGULAR MEETING AGENDA REMOTE ACCESS ONLY – VIA ZOOM**

**Tuesday, July 13, 2021, 6:00 p.m.**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/83747061275>

**Or call in at: (253) 215 8782, Meeting ID: 837 4706 1275**

<b>CALL TO ORDER</b>			Mayor
<b>PLEDGE OF ALLEGIANCE</b>			Mayor
<b>ROLL CALL</b>			City Clerk
<b>APPROVAL OF AGENDA</b>			Council President
<b>CITIZEN COMMENTS</b>			Mayor
<b>COUNCIL BUSINESS</b>			Council President
<b>MAYOR'S BUSINESS</b>			Mayor
<b>CITY DEPARTMENT REPORT</b>	A	Public Record Requests Reporting for 2020	Kelly
<b>GUEST BUSINESS</b>	B	Veterans Commission Report to Council and Recognize Veteran-Owned Businesses	Commissioner Karmin Pincus
<b>PUBLIC HEARING</b>	C	Ordinance 1121 Adoption of Lot Status Regulations	Sabrina
<b>ACTION ITEMS</b>	D	Ordinance 1122 Amendments to Code Enforcement Process	Ryan
	E	American Rescue Plan Act Funds	Rus
	F	American Rescue Plan Act (ARPA) Funded Positions	Anya
<b>CONSENT AGENDA</b>	G	Vouchers	Barb
	H	City Council Meeting Minutes of 6/8/21	Kelly
	I	City Council Meeting Minutes of 6/22/21	Kelly

**Lake Stevens City Council Regular Meeting Agenda**

**July 13, 2021**

- |   |   |       |
|---|---|-------|
| J | Motion to Correct the ILA for Southeast Interlocal Annexation (LUA2020-0117)  | David |
| K | Contract with PACE Engineering for a Feasibility Study for Lake Stevens Regional Septage Receiving Treatment Facility | Gene  |
| L | Resolution No 2021-013 Updating the City's Employee Handbook.   | Anya  |
| M | Resolution 2021-12 Revisions to Fee Schedule  | Jill  |
| N | Cancel all Council Meetings through August 23, 2021   | Kelly |
| O | Purchase CivicRec for the City's Parks and Recreation Management System   | Dawn  |
| P | Interlocal Agreements with Snohomish County for Survey Work for Centennial Trail Connection and Frontier Heights Park | Jill  |

**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.**



# MEMORANDUM

*City Administrator*

DATE: July 9, 2021

TO: Mayor/Council

FROM: Kelly M. Chelin, City Clerk

SUBJECT: Public Records Request data for 2020

Annually, the City reports its public records requests data to the joint Legislative Audit & Review Committee (JLARC). JLARC works to make state government operations more effective, efficient, and accountable. The City is required to report because we spend over \$100,000 in staff and legal costs associated with maintaining public records and responding to records requests. Here are a few key findings from that reporting:

Total number of requests received in 2020: 1,220

Number of requests closed within 5 business days: 925

Average number of days to final disposition: 2

Total number of requests denied in full: 18 (Police Investigative Records)

Total staff time approximately: 610 hours

Total number of requests to date in Next Request for 2021: 763

LAKE STEVENS VETERANS COMMISSION  
**STAFF REPORT**



**Agenda Date:** July 13, 2021

**Subject:** Veterans Commission Program Overview

**Contact** Karmin Pincus, Chair, Veterans Commission  
**Person/Department:**

**Budget Impact:** N/A

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**RECOMMENDATION(S)/ACTION REQUESTED OF VETERANS COMMISSION:** Review and comment on a 2021 Work Program.

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**SUMMARY/BACKGROUND:**

The Veterans Commission, like other groups, continues to adapt its initiatives and methods in light of COVID-19 and looks forward to a return to conditions supportive of in-person group interactions. The Commission's current work program includes:

- **Purple Heart City**
- **Business Recognition**
- **Community Events**
- **Job Fair**
- **Coffee Klatch**
- **Newsletter**
- **Veterans Service Office (VSO) Support**
- **Lake Stevens Veterans Foundation**
- **Emergency Response Planning**

The Veterans Commission will continue the mission of advising the City Council concerning the wellbeing of military veterans in the Lake Stevens area. The Commission will evaluate and recommend programs, policies, and practices designed to alleviate veterans' difficulties in meeting basic needs, obtaining housing, employment, and comprehensive mental health assistance. The commission will continue to promote veterans' contributions through community engagement and collaboration.

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**APPLICABLE CITY POLICIES:** LSMC 2.70<sup>1</sup>

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**BUDGET IMPACT:** N/A

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**ATTACHMENTS:**

- ▶ Exhibit A: Veterans Commission 2021 Work Program



Initiative	Objective	Status	Completion Target
Promote community awareness of veteran culture			
<b>Purple Heart City</b> - Create a visual reminder to those who use the road system that others have paid a high price for our freedom to travel and live in a free society.			
	Establish Lake Stevens as a Purple Heart City and deploy signs at major ingress points.	(10) 12x19 signs in-hand; deployment planned for Q2.	June 2021
<b>Business Recognition</b> – Highlight the contribution of Veteran-owned and Veteran-friendly businesses operating within and/or <a href="#">supporting</a> Lake Stevens.			
	Identify and recognize all Veteran-owned / Veteran-friendly businesses in our community.	Restart 2019 initiative; promote via newsletter.	Ongoing
<b>Community Events</b> - Leverage local events in order to increase community awareness, engagement, and support for the range of issues impacting Veterans and the services offered by the Veterans Commission.			
	Increase awareness of Veterans Commission efforts through participation in community events.	Temporarily on-hold due to Covid-19	Ongoing
Understand employer needs and resident veteran talents			
<b>Job Fair</b> – Connect local and regional businesses with highly qualified veterans leading to meaningful civilian employment.			
	Explore opportunities with local employers to participate in a Job Fair for Veterans.	New initiative; event to be held in The Mill.	Q4 2021
Enable connections to support and assist veterans			
<b>Coffee Klatch</b> – Establish an informal networking channel to understand what we are doing well and where we need to improve.			

	Increase direct engagement with veteran community to better understand current needs and priorities.	New initiative started in January 2021; currently virtual due to health and safety concerns.	Monthly
<b>Newsletter</b> – Maintain a direct communication channel to ensure veterans and interested members of the community are aware of available services, upcoming events, and community service opportunities.			
	Provide timely updates regarding Commission efforts, available services, and opportunities to engage the community.	Newsletters available on City’s website with distribution via website ‘Notify Me’ service.	Ongoing
<b>Veterans Service Office (VSO) Support</b> – Help veterans navigate the sometimes-complex process of receiving the benefits they are entitled to.			
	Partner with VSO organizations and facilitate space for a local Veterans Service Office to be established in Lake Stevens .	Onsite services suspended due to COVID. Pursuing space needs via partnership with VOA.	Ongoing
<b>Lake Stevens Veterans Foundation</b> - Establish nonprofit to raise/obtain funds to be used in support of programs that are recommended by the Veterans Commission.			
	Foster growth of independent organization to accelerate the realization the Commission goals.	Expand Board of Directors to increase organizational independence and capacity.	Ongoing
Promote Community Service Opportunities			
<b>Emergency Response Planning</b> - Promote community emergency preparedness using the veterans’ experiences, knowledge, skills & abilities.			
	Participate in effort to establish a Lake Stevens CERT program.	2020 effort; on-hold due to Covid-19	Future

<sup>1</sup> Link to our [enabling document](#) containing the complete list of Veteran Commission 'purpose' and 'duty' statements.



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** July 13, 2021

**Subject:** Public Hearing to Consider Adoption of Lot Status Regulations via Ordinance 1121

**Contact**

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

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

- Hold a public hearing and take public testimony on LUA2021-001, a city-initiated code amendment to adopt new regulations related to determining legal lot status.
- Approve Ordinance 1121, which would establish lot status regulations in LSMC 14.16C.078 and add related definitions to LSMC 14.08, as recommended by the Planning Commission.

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**Background**

LUA2021-0001 is a city-initiated code amendment that would create codified regulations for legal lot status determinations. Legal lot status must be confirmed before the city can approve applications or actions related to land development, property division, or boundary line adjustments. Since 1989 lot status determinations have been regulated through a City Administrative Policy, which lacks a codified framework and decision criteria on which these determinations are made or an avenue for appeal.

On [March 3](#), staff introduced the Planning Commission to the proposed amendment, which would add a new section related to legal lot status to Chapter 14.16C LSMC (Land Use Actions, Permits and Determinations), with a definition to be added to LSMC 14.08. Staff presented a revised draft of the code on [April 21](#) and then again on [May 5](#) after the code was reviewed by the City Attorney. The Planning Commission held a Public Hearing on [June 16](#) and recommended approval of the proposed amendment after discussion and deliberation. No public testimony was provided.

The code amendment shown in Ordinance 1121 (Attachment 1) establishes the application process, submittal requirements, decision criteria, methods for appeal, and alternative methods for determining lot status for new LSMC Section 14.16C.078, and adds definitions for “lot of record” and “lot status determination” to LSMC 14.08. The proposed code language also allows for lot status determinations to be reviewed concurrently with a building or land use permit, without requiring a separate Type I land use application. Alternative methods for determining lot status are included to provide relief in situations where properties were divided through tax segregation, deed, or fee simple transfer purchase but the lot in question meets the minimum zoning standards in Title 14.

Land use code amendments must meet the procedural requirements and decision criteria identified in [LSMC 14.16C.075](#), which are addressed below under Findings and Conclusions. The City Council is scheduled to hold a public hearing and first and final reading of Ordinance 1121 on July 13, 2021.

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## **FINDINGS AND CONCLUSIONS:**

### **1. Compliance with elements of the Comprehensive Plan**

- Land Use Element Policy 2.3.2 – Preserve and promote the character of existing neighborhoods through thoughtful development regulations and design standards.
- Land Use Element Policy 2.3.3 – Encourage infill development on suitable vacant parcels and redevelopment of underutilized parcels. Ensure that the height, bulk and design of infill and redevelopment projects are compatible with their surroundings.
- Land Use Element Policy 2.3.4 – Maintain development regulations to promote compatibility between uses; retain desired neighborhood character; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public facilities and services.

**Conclusions** – The proposed code amendment provides an application process, submittal requirements, decision criteria, methods for appeal, and alternative methods for determining lot status. These new regulations will provide a more clear and objective process for legal lot status determinations and are consistent with the Lake Stevens Comprehensive Plan.

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

- A SEPA Exemption was issued on June 7, 2021 pursuant to WAC 197-11-800(19) procedural actions.

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

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

- The city requested expedited review from the Department of Commerce on May 10, 2021, which was granted on May 25, 2021.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

**Conclusions** – The proposed code amendment has met Growth Management Act requirements.

### **4. The amendment serves to advance the public health, safety and welfare**

- The proposed code amendment establishes defined procedures and requirements for determining legal lot status, helping to ensure that development in the city will occur in an orderly manner and that there are opportunities for applicants to appeal city decisions.

**Conclusions** – The proposed code amendment will serve to advance the public health, safety and welfare.

### **5. Public Notice and Comments**

- The city published a notice of public hearing in the Everett Herald on July 1 and 9, 2021, as required by Chapter 14.16B LSMC.
- No written comments have been received.

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

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**BUDGET IMPACT:** There is not a budget impact.

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**ATTACHMENTS:**

1. Ordinance 1121 – Adoption of Land Use Code Amendment creating LSMC 14.16C.78 and adding definitions to LSMC 14.08  
Exhibit A: Code Amendment  
Exhibit B: Planning Commission Recommendation

Attachment 1

**CITY OF LAKE STEVENS  
Lake Stevens, Washington  
ORDINANCE NO. 1121**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON REVISING LSMC SECTIONS 14.16C (LAND USE ACTIONS AND DETERMINATIONS) AND 14.08 (DEFINITIONS) TO CREATE LOT STATUS REGULATIONS; ADOPTING FINDINGS AND CONCLUSIONS RECOMMENDED BY THE PLANNING COMMISSION; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.**

**WHEREAS**, the City of Lake Stevens is an incorporated city within a fully planning jurisdiction under the Growth Management Act (GMA), per RCW 36.70A.040; and

**WHEREAS**, on May 25, 2021, the City submitted the proposed amendment to the Washington State Department of Commerce for its 60-day review and received documentation of completion of the procedural requirement (Submittal ID 2021-S-2643); and

**WHEREAS**, the city issued a SEPA Exemption for the proposed amendment on June 7, 2021, and did not receive any public comments during the appeal period; and

**WHEREAS**, the Lake Stevens Planning Commission, after review of the proposed amendment during several work sessions, held a duly noticed public hearing on June 16, 2021 and heard oral testimony; and

**WHEREAS**, at the conclusion of the June 16, 2021 public hearing, the Planning Commission made a recommendation to amend LSMC 14.16C and 14.08, as shown in Exhibit B and

**WHEREAS**, the Lake Stevens City Council reviewed the Planning Commission's recommendation relating to the proposed amendment and held a duly noticed public hearing and considered all public testimony on July 13, 2021; and

**WHEREAS**, municipal code amendments are Type VI legislative decisions which require a recommendation from the Planning Commission to City Council, based on written findings and conclusions, supported by evidence from an open-record hearing; and

**WHEREAS**, the Planning Commission provided the City Council with a recommendation letter along with findings and conclusions to approve the code amendment request; and

**WHEREAS**, the City Council considered the Planning Commission's recommendation on July 13, 2021.

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

**Section 1.** The City Council hereby makes the following findings:

- A. This ordinance amending the City's municipal code to adopt Lot Status regulations was sent to the Washington State Department of Commerce on June 7, 2021 as required by the Growth Management Act; no comments were received.

- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.
- C. As required by LSMC 14.16C.075(f), the adoption and amendment of codes are consistent with the Comprehensive Plan, comply with the Growth Management Act and advance the public health, safety and welfare.

**Section 2.** Section 14.16C entitled “Land Use Actions, Permits and Determinations – Decision Criteria and Standards” and Section 14.08 entitled “Basic Definitions and Interpretations”, of the Lake Stevens Municipal Code are hereby amended to read as shown in the attached Exhibit A.

**Section 3.** 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 4.** 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 five days after the date of publication.

**PASSED** by the City Council of the City of Lake Stevens this 13<sup>th</sup> day of July 2021

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

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

First and Final Reading: July 13, 2021

Published:

Effective Date:

## **EXHIBIT A**

### **14.08 Definitions**

"Lot of record" means: (1) Lots created through a subdivision or short subdivision and recorded with Snohomish County after 1969 (not all short plats were required to be recorded before 1974); (2) land for which a deed or other instrument describing the land was recorded with Snohomish County prior to 1969; (3) lots created per RCW 58.17.040 or (4) land that receives a lot status determination by the city or previous lot status determination from Snohomish County.

"Lot Status Determination" means an administrative review process to determine if a lot was legally created and is eligible for conveyance and/or whether the lot is eligible to be considered for development permits.

### **14.16C.027 Legal Lot Status Determination**

#### **(a) Purpose**

- (1) The purpose of this section is to provide a process and criteria for determining whether a lot, tract, or parcel (parcels) is a lot of record consistent with applicable state and local law, and to provide alternate criteria for determining lot status for a parcel that may not qualify outright as a lot of record.

#### **(b) Applicability and burden of proof.**

- (1) The standards of this section apply to all requests for lot status determinations or for any applications relating to land development, building permits, property division, boundary line adjustment or any other land use actions when a lot status determination is necessary pursuant to RCW 58.17.210.
- (2) The applicant shall bear the burden of proving that a parcel of land is a lot of record.

#### **(c) Determination Process**

- (1) Lot status determinations as part of a building permit or other land use and development request.
  - (i) Lot status determinations involving building permit or other land use and development applications shall submit all materials set forth in LSMC section 14.16.C.078(d), along with the underlying applications, and required application fees.
  - (ii) Concurrent review with an underlying application shall follow the process for the underlying building permit or land use permit.
  - (iii) A separate written approval of a lot status determination will not be issued unless requested by the applicant.
- (2) Lot status determinations without a building permit or other land use and development request.
  - (i) Lot status determinations not involving any other concurrent city reviews shall submit all materials set forth in LSMC section 14.16C.078(d), a complete Type I application and current fee.
  - (ii) The lot status determination shall be reviewed for compliance with the criteria in this section.
  - (iii) The city will issue a written determination of lot status.

#### **(d) Submittal Requirements**



The following materials shall be provided by all applicants for a lot status determination:

- (1) Complete application (if not a concurrent review);
- (2) Written narrative explaining the purpose of the request;
- (3) Title Report (prepared within 30 days of submittal to the City);
- (4) Scaled site plan to include property lines, dimensions, structures, site improvements, easements and utility locations;
- (5) Any existing evidence of legal lot status such as:
  - (i) Prior approved and recorded short subdivision or subdivision approval showing formal lot creation;
  - (ii) Recorded deeds or contracts describing the lot or lots either individually or as part of a conjunctive legal description (e.g., Lot 1 and Lot 2); or
  - (iii) Historic tax records or other similar evidence, describing the parcel as an individual lot.
- (e) Decision Criteria. The Planning Director or designee shall determine that a parcel is a legal lot of record when the parcel meets one or more of the following criteria:
  - (1) The parcel was created through a subdivision or short subdivision in the city after June 17, 1970.
  - (2) The parcel was created through a subdivision or short subdivision recorded with Snohomish County or approved by Snohomish County prior to annexation and after August 9, 1969.
  - (3) The parcel was created through a subdivision or short subdivision with written approval by Snohomish County between 1937 and 1969 and has been subsequently developed, sold through deed transfer and meets the requirement of 14.16C.078(f)(3).
  - (4) The lot was created by a process defined in RCW 58.17.040 RCW.
- (f) Alternate decision criteria for determining lot status. The Planning Director or designee may determine that a parcel is a legal lot of record when the parcel meets one or more of the following criteria:
  - (1) The parcel was created through territorial platting prior to 1937, was not subsequently developed, altered or improved, and the applicant can demonstrate that the parcel meets the requirement of LSCM section 14.16C.078(f)(3).
  - (2) The parcel is a tax parcel created for tax segregation purposes by the County Assessor and the applicant can demonstrate: that the parcel meets the requirement of LSMC section 14.16C.078(f)(3) and the following:
    - (i) The parcel was created by a tax segregation process prior to March 4, 1972; and
    - (ii) The parcel was defined by metes and bounds legal description or fractional section description and conveyed by notarized deed prior to December 31, 1968; or
    - (iii) The parcel was conveyed as an individually described parcel to separate, noncontiguous ownerships through a fee simple transfer or purchase.
  - (3) For consideration for an alternative determination of lot status, the applicant shall demonstrate that:
    - (i) The parcel meets the zoning regulations in effect at the time the lot was created; or

- (ii) The parcel substantially meets or can meet current zoning standards per Title 14 including but not limited to access to public utilities, site access, road, sidewalk, stormwater, lot size, setbacks, etc.; and
  - (iii) The parcel does not adversely impact public health or safety; and
  - (iv) The parcel does not adversely affect or interfere with the implementation of the comprehensive plan.
  - (v) For purposes of reviewing the status of pre-existing parcels, parcels within 10 percent of lot size standards shall be considered to substantially meet the current standards unless the Planning Director or designee determines that public health or safety impacts are present.
- (g) Prior Determination.
- (1) Lots which have been recognized through a previous lot status determination, including approvals from Snohomish County before annexation, or other planning approval in which lot recognition is made, are lots of record. Such parcels shall remain lots of record unless the property owner consolidates or merges the lot with another lot or alters the lot or portions of a lot subject to a court decision. Any such change shall necessitate a new legal lot determination through the processes outlined in this LSMC section 14.16C.078.
  - (2) The city shall have the authority to review lots that have been altered through the boundary line agreement process identified in RCW 58.04.007. If the city determines that the limited parameters of RCW 58.04.007 do not apply to a recorded boundary line agreement, the city's determination of lot status shall be based on the recorded boundaries prior to the agreement, unless a boundary line adjustment is approved through the process outlined in LSMC section 14.18.200.

*One Community Around the Lake*

June 16, 2021

Lake Stevens City Council  
1812 Main Street  
Lake Stevens, WA 98258

Subject: **Planning Commission Recommendation – Lot Status Regulations**

Dear Council Members:

The Lake Stevens Planning Commission held several briefings to consider a code amendment to adopt lot status regulations. The Commission held a public hearing on June 16, 2021. The Planning Commission is forwarding the following recommendation to City Council to approve the code amendment following the hearing, review of testimony and deliberation.

**Commissioners Present:** John Cronin, Mike Duerr, Janice Huxford, Vicki Oslund, Linda Hoult, Jennifer Davis, and Todd Welch

**Commissioners Absent:** None

#### **PLANNING COMMISSION PUBLIC HEARING**

City staff presented the proposed lot status code amendment. The presentation reviewed the components of the proposed code amendment, which establishes an application process, submittal requirements, decision criteria, methods for appeal and alternate methods for determination of legal lot status.

No members of the public testified during the public hearing. Commissioners asked some clarifying questions regarding specific dates noted in the amendment.

#### **FINDINGS AND CONCLUSIONS:**

The Planning Commission hereby adopts staff's findings and conclusions as outlined in this letter and concludes that the proposed amendments comply with the following:

##### **1. Compliance with elements of the Comprehensive Plan**

- Land Use Element Policy 2.3.2 – Preserve and promote the character of existing neighborhoods through thoughtful development regulations and design standards.
- Land Use Element Policy 2.3.3 – Encourage infill development on suitable vacant parcels and redevelopment of underutilized parcels. Ensure that the height, bulk and design of infill and redevelopment projects are compatible with their surroundings.
- Land Use Element Policy 2.3.4 – Maintain development regulations to promote compatibility between uses; retain desired neighborhood character; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public facilities and services.



*One Community Around the Lake*

**Conclusions** – The proposed code amendment provides an application process, submittal requirements, decision criteria, methods for appeal, and alternative methods for determining lot status. These new regulations will provide a more clear and objective process for legal lot status determinations and are consistent with the Lake Stevens Comprehensive Plan.

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

- A SEPA Exemption was issued on June 7, 2021 pursuant to WAC 197-11-800(19) procedural actions.

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

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

- The city requested expedited review from the Department of Commerce on May 10, 2021, which was granted on May 25, 2021.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

**Conclusions** – The proposed code amendment has met Growth Management Act requirements.

**4. The amendment serves to advance the public health, safety and welfare**

- The proposed code amendment establishes defined procedures and requirements for determining legal lot status, helping to ensure that development in the city will occur in an orderly manner and that there are opportunities for applicants to appeal city decisions.

**Conclusions** – The proposed code amendment will serve to advance the public health, safety and welfare.

**5. Public Notice and Comments**

- The city published a notice of public hearing in the Everett Herald on June 5 and 14, 2021, as required by Chapter 14.16B LSMC.
- No written comments have been received.

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

**PLANNING COMMISSION RECOMMENDATION**

**Subdivision Code Amendment:** Commissioner Cronin made a motion to approve the recommendation to Council including a description of commissioner and public comments. Commissioner Welch seconded the motion. Motion passed 7-0-0-0.

Respectfully submitted,

Lake Stevens Planning Commission



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date** July 13, 2021

**Subject:** LSMC Amendments to Code Enforcement Process

<b>Contact</b>	Ryan Mumma, Building Official	<b>Budget</b>	None
<b>Person/Department:</b>	<u>Russ Wright – PCD Director</u>	<b>Impact:</b>	<u></u>

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Ordinance No.1122 adopting code amendments.

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**BACKGROUND/DISCUSSION:**

As follow-up to the council session on June 22nd, 2021, staff is providing proposed amendments to LMSC Title 17, regarding enforcement of violations of municipal code. Staff has also proposed amendments to existing sections of Titles 8, 9, and 14 which are necessary to align with the changes to the enforcement provisions in the proposed Title 17. The goal of the amendments is to streamline the enforcement process and complete general housekeeping of the code. These amendments are aimed to clarify the enforcement process, remove conflicting code provisions, and create additional enforcement tools for efficiency in resolving violation cases.

The provisions in Title 17 of the Lake Stevens Municipal Code are dedicated to the enforcement of criminal and civil violations of municipal code. However, there are currently conflicting provisions for enforcement and penalties in at least three other titles, Chapters 8, 9, and 14. By combining and repealing existing provisions staff believes the enforcement process will be more effective. We will retain the primary goal of advocating voluntary compliance as the preferred outcome, while still maintaining the authority for monetary penalties, advanced enforcement, and abatement by the City where voluntary compliance cannot be achieved.

Exhibit 1 contains the complete draft of Title 17, including proposed amendments to the final sections; **17.60 Civil Penalties, 17.70 Appeal to Hearing Examiner, 17.80 Abatement By the City, and 17.90 Criminal Enforcement.**

Exhibit 1 also contains amended versions of the working drafts of Sections ***17.10 General Provisions*** and ***17.30 Enforcement Actions*** which were previously presented at the June 22<sup>nd</sup>, 2021 work session. These sections contain revisions to further clarify and improve from the versions earlier proposed. To aid in identification, all sections that were previously presented, ***17.10*** through ***17.50***, are shown in the exhibit as italicized, while any amended provisions in those sections are shown in red font or red strikethrough.

Exhibit 2 contains proposed amendments to existing provisions in Titles 8, 9, and 14 with

changes shown in red font or red strikethrough

**RECOMMENDATION:** Recommend the City Council to **APPROVE** Ordinance 1122 which will adopt amendments to Title 17, including amendments and repeals to Chapters 8, 9, and 14.

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**APPLICABLE CITY POLICIES:** LSMC Chapters 8, 9, 14, and 17

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**BUDGET IMPACT:** No budget impact.

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**EXHIBITS:**

1. Proposed Amendments to LSMC Title 17
2. Proposed Amendments to Existing LSMC Titles 8, 9, and 14.

**CITY OF LAKE STEVENS,  
WASHINGTON  
ORDINANCE NO. 1122**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING LAKE STEVENS MUNICIPAL CODE BY REPEALING IN ITS ENTIRETY TITLE 17 AND ADOPTING A NEW TITLE 17 – UNIFORM ENFORCEMENT CODE TO ESTABLISH NEW REGULATIONS RELATED TO CODE ENFORCEMENT; AMENDING THE FOLLOWING SECTIONS OF THE LAKE STEVENS MUNICIPAL CODE TO UPDATE APPLICABLE CROSS-REFERENCES AND CLARIFYING REGULATIONS AS APPROPRIATE: 8.04.020, 8.04.120, 8.06.020, 8.06.040, 8.06.050, 8.06.070, 8.06.090, 9.60.230, 14.08.010, 14.28.010, 14.28.030, 14.28.040; REPEALING AND REPLACING THE FOLLOWING LAKE STEVENS MUNICIPAL CODE SECTIONS: 8.04.150, 8.20.010, 9.60.210; REPEALING LAKE STEVENS MUNICIPAL CODE SECTION 8.06.060 AND CHAPTER 9.72; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake Stevens values the health, safety, and welfare of the residents of Lake Stevens and recognizes that violations of the Lake Stevens Municipal Code (“LSMC”) provisions related to land use, zoning, building and the environment are nuisances to the community that shall be prioritized based on significance and severity; and

**WHEREAS**, a centralized process for enforcing and abating violations of the LSMC will create efficiencies for City staff to promptly and effectively respond to and enforce violations of the LSMC by providing an opportunity for persons to voluntarily correct code violations; assessing monetary penalties rather than criminal penalties for code violations; providing an appeal hearing on alleged violations; and establishing a standard procedure to be used by the City to abate unsafe or unlawful conditions and to recover the City's expenses incurred in these efforts; and

**WHEREAS**, the City Council desires to adopt the new Title 17 – Uniform Enforcement Code, along with the necessary amendments to the LSMC to repeal outdated cross-references and clarify regulations as appropriate; and

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

**Section 1.** Findings Adopted. The City Council hereby finds the foregoing recitals are adopted in support of this Ordinance.

**Section 2.** LSMC Amended. The Lake Stevens Municipal Code is hereby amended as set forth in Exhibits A and B attached and incorporated herein.

**Section 3.** Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any

references thereto.

**Section 4.** Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 5.** Effective Date. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after such publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON,  
AT A REGULAR MEETING THEREOF THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2021.

CITY OF LAKE STEVENS

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

ATTEST/AUTHENTICATED

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Greg Rubstello, City Attorney  
Ogden Murphy Wallace, PLLC

Passed by the City Council:  
Date of Publication:



**EXHIBIT A**

*Title 17*

***UNIFORM ENFORCEMENT CODE***

***Chapters:***

<b><i>17.10</i></b>	<b><i>General Provisions</i></b>
<b><i>17.20</i></b>	<b><i>Enforcement Actions</i></b>
<b><i>17.30</i></b>	<b><i>Administrative Processes</i></b>
<b><i>17.40</i></b>	<b><i>Service of Documents</i></b>
<b><i>17.50</i></b>	<b><i>Recovery of Enforcement Costs</i></b>
<b><i>17.60</i></b>	<b><i>Civil Penalties</i></b>
<b><i>17.70</i></b>	<b><i>Appeal to Hearing Examiner</i></b>
<b><i>17.80</i></b>	<b><i>Abatement By the City</i></b>
<b><i>17.90</i></b>	<b><i>Criminal Enforcement</i></b>

## **Chapter 17.10**

### **GENERAL PROVISIONS**

#### *Sections:*

- 17.10.010 Purpose.*
- 17.10.020 Declaration of Public Nuisance*
- 17.10.030 Right of Entry*
- 17.10.040 Code Compliance Required*
- 17.10.050 General Provisions*
- 17.10.060 Conflicts*
- 17.10.070 Joint and several responsibility and liability.*
- 17.10.080 Separate offense – Scope of prohibited acts.*
- 17.10.090 Computation of Time*
- 17.10.100 Interference with code enforcement unlawful.*
- 17.10.110 Definitions*

#### **17.10.010 Purpose.**

- (a) The purpose and intent of this title is to establish a uniform code enforcement system applicable to the variety of code enforcement actions that occur within the city. These regulations establish procedures and mechanisms to resolve violations, establish penalties for violations, provide an opportunity for a prompt hearing, decision and appeal as to alleged code violations, provide for abatement when necessary, and provide a mechanism to recover the City's costs.*
- (b) It is the express and specific purpose and intent of this title to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.*
- (c) This title shall apply to all applicable provisions of the Lake Stevens Municipal Code and shall supersede any conflicting enforcement process. References in the code to violations or unlawful acts or omissions of "ordinances of the city" shall mean and include every such violation, act or omission of any provision of the code as maintained by the City.*

#### **17.10.020 Declaration of public nuisance.**

*In addition to the penalties provided by this title, any condition caused or allowed to exist in violation of any of the provisions of the code is a public nuisance and all remedies given by law for the prevention and abatement of nuisances shall apply to any such nuisance or person responsible therefore, regardless of the institution or imposition of criminal or civil remedies stated above.*

#### **17.10.030 Right of entry.**

- (a) Nonemergency Permissive Entry. Upon presentation of proper credentials, the code enforcement officer may, with the consent of the owner or occupier of a building or premises or pursuant to a lawfully issued inspection warrant, enter such location at all reasonable times to perform the duties of this chapter and to conduct inspections, tests or to carry out other duties imposed by the code.*

- (b) Refusal of Entry. If entry is refused or cannot be obtained, the code enforcement officer may apply to a court of competent jurisdiction to obtain entry, and/or shall have recourse to every remedy provided by law to secure entry, including but not limited to obtaining an administrative warrant for entry.*
- (c) Emergency Entry. In the event of an emergency presenting a threat to public health or safety and requiring immediate action by the code enforcement officer, the code enforcement officer may enter onto any property without obtaining consent but shall advise the property owner or other responsible person of such entry as soon as practicable thereafter.*

**17.10.040 Code compliance required.**

*It shall be unlawful for any person to violate or fail to comply with the requirements of the City's municipal code. Code compliance and violations shall primarily be enforced pursuant to this title, while maintaining the authority to use any other provisions of the Code, or as otherwise available under state and federal law.*

**17.10.050 General provisions.**

- (a) The code enforcement officer shall have the authority to administer and enforce this title and is authorized to adopt procedures, rules or guidelines; conduct inspections; and prepare the forms necessary to carry out the purposes of this title. The code enforcement officer may seek assistance from City departments, other public agencies or private contractors to resolve code violations.*
- (b) No provision or any term used in this title is intended to impose any duty upon the City, nor any of its officers, employees, or agents, which would subject them to damages in a civil action.*
- (c) The provisions of this title detailing administration of code compliance procedures are not to be construed as creating a substantive basis for appeal or a defense of any kind to an alleged violation.*
- (d) The provisions of this title authorizing the enforcement of noncodified requirements of any City department are intended to assure compliance with conditions of approval on plats, conditional use or special use permits, zone reclassifications and other similar permits or approvals which may have been granted by policies, requirements, or procedures which have not been codified, and to enforce new regulatory requirements which are not yet codified.*
- (e) All conditions of land use or building permit approvals or licenses, and all easements and use limitations shown on the face of an approved final plat which are intended to serve or protect the general public are deemed conditions applicable to all subsequent property owners and their tenants and agents as permit requirements enforceable under this title. The code enforcement officer may modify or revoke any action under this title taken by the City if the City's action was incomplete or issued in error, or in response to new information or a change in circumstances.*

**17.10.060 Conflicts.**

*In the event a conflict exists between the enforcement provisions of this chapter and the enforcement provisions of any international or uniform code, statute, or regulation that is adopted in the Lake Stevens Municipal Code and subject to the enforcement provisions of this chapter, the enforcement provisions of this chapter will prevail, unless the enforcement provisions of this chapter are preempted or specifically modified by said code, statute, or regulation. In the event of a conflict between this chapter and any other provision of this code or*

*city ordinance providing for a civil penalty, the more specific provision shall control.*

**17.10.070 Joint and several responsibility and liability.**

*Responsibility for violations of the codes enforced under this chapter is joint and several, both as to duty to correct and to payment of monetary penalties and costs, and the city is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the city required to take action against all persons potentially responsible for a violation.*

**17.10.080 Separate offense – Scope of prohibited acts.**

- (a) Any person violating the code is guilty of a separate offense for each and every day or portion of any day in which any violation of this code is committed, continued, or permitted by any such person, and such person is punishable accordingly.*
- (b) Whenever in the code or ordinances of the city any act or omission is made unlawful, such act shall include causing, allowing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission.*

**17.10.090 Computation of time.**

*In computing any period of time prescribed or allowed by this code, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.*

**17.10.100 Interference with code enforcement unlawful.**

*Any person who intentionally obstructs, impedes, or interferes with any lawful attempt to serve a notice of violation, stop work order, or emergency order, or intentionally obstructs, impedes, or interferes with lawful attempts to correct a violation shall be guilty of a gross misdemeanor.*

**17.10.110 Definitions.**

*Except where specifically defined in this section, all words used in this title shall carry their customary meanings. The word “shall” is always mandatory, and the word “may” denotes a use of discretion in making a decision. The following words and phrases used in this title shall have the following meanings:*

*“Abate” means to take whatever steps are deemed necessary in the interest of the general health, safety, and welfare of the City by the code enforcement officer to return a property to the condition in which it existed before a civil code violation occurred or to assure that the property complies with applicable code requirements. Abatement may include, but is not limited to, rehabilitation, demolition, removal, replacement or repair.*

*“Act” means doing or performing something.*

*“Appeal hearing” means a hearing requested in response to a notice of violation, emergency order infraction or other official written notice of violation issued by the code enforcement*

officer to contest the finding that a violation occurred or to contest that the person cited for a violation is responsible for the violation.

**“Cease and Desist”** means an order to stop ~~or to allow the continuance of~~ an activity or condition which is contrary to the provisions of Lake Stevens Municipal Code.

**“City”** means the city of Lake Stevens, Washington.

**“Code violation”** means and includes one or more of the following:

- (1) Any act or omission contrary to any ordinance, resolution, regulation or public rule of the City that regulates or protects public health, the environment or the use and development of land or water, whether or not the ordinance, resolution or regulation is codified; and
- (2) Any act or omission contrary to the conditions of any permit, notice of violation or stop work or other order issued pursuant to any such ordinance, resolution, regulation or public rule.

**“Civil penalty”** means a fine assessed for violation of a statute or regulation, in accordance with Section 17.150 or other provisions of Lake Stevens Municipal Code.

**“Code”** means the Lake Stevens Municipal Code.

**“Code Enforcement Officer”** means the Planning and Community Development Director or designee, ~~empowered to enforce a City ordinance or regulation.~~

**“Complaint”** means a report submitted to the City through an approved method, regarding possible violations of any ordinance, resolution, regulation or public rule of the City.

**“Contest”** means to defend against an adverse claim or challenge a position asserted during a legal proceeding.

**“Costs”** means, but is not limited to, contract expenses and city employee labor expenses incurred in abating a nuisance; a rental fee for city equipment used in abatement; costs of storage, disposal, or destruction; legal expenses and attorneys’ fees associated with civil judicial enforcement of abatement orders or in seeking abatement orders; and any other costs incurred by the city, excluding fees and expenses associated with appeals authorized by this code or by state law.

**“Day”** or **“days”** means one or more calendar days, unless expressly stated otherwise in a given section or subsection. In addition, any portion of a 24-hour day shall constitute a full calendar day.

**“Emergency”** means an action that must be undertaken immediately or within a time frame too short to allow full compliance with this chapter, in order to avoid an immediate threat to public health or safety, to prevent an imminent danger to public or private property, or to prevent an imminent threat of serious environmental degradation.

**“Emergency order”** means a stop work order or a cease and desist order issued pursuant to LSMC by the city under its police power authority in response to an actual or potential threat or risk to the health, safety, or welfare of people, property, city infrastructure or the environment.

***“Enforcement order”*** means a notice of violation, an infraction, or emergency order issued pursuant to this Title.

***“Fine”*** means payment imposed by an agency for violation of laws or regulations.

***“Found in violation”*** means that:

(1) A notice of violation, stop work order or infraction has been issued and not timely appealed; or

(2) The hearing examiner has determined that the violation has occurred and the hearing examiner’s determination has not been stayed or reversed on appeal.

***“Hearing examiner”*** means the City of Lake Stevens hearing examiner, as provided in Chapter 2.48 LSMC.

***“Infraction”*** or ***“civil infraction”*** means any code violation designated as an infraction or civil infraction by the code enforcement officer pursuant to Chapter 7.80 RCW, incorporated herein by reference for which a monetary penalty may be imposed.

***“LSMC”*** means the Lake Stevens Municipal Code as currently enacted or hereafter adopted.

-A ***“Notice of Violation”*** represents a notice issued per LSMC that a code violation has occurred, that the cited party is a person responsible for code compliance, and that the violations set out in the Notice of Violation require the assessment of penalties and costs and other remedies specified in the Notice of Violation.

***“Nuisance”*** (also referred to herein as ***“violation”*** or ***“nuisance violation”***) means, in addition to the conditions established in Chapter 9.60 LSMC, a violation of any City of Lake Stevens ordinance

***“Nuisance Vehicle”*** means any vehicle, including, but not limited to motorized vehicles of any kind, boats, watercraft, recreational vehicles and trailers of any size that:

(a) has characteristics which include, but are not limited to damaged, rusted, partially dismantled, wrecked, flat tire(s), broken window(s) or windshield, or missing wheels, tires, motor, or transmission, expired tabs or an accumulation of natural vegetation or debris on or around the vehicle; and

(b) is apparently inoperable.

***“Omission”*** means a failure to act.

~~***“Order”***. means a written mandate such as notice of violation, cease and desist, stop work order, notice of a civil fine or fee, suspension or revocation of a license or permit, which orders the responsible person to comply with the action imposed.~~

***“Permit”*** means any form of certificate, approval, registration, license or any other written permission issued by the City of Lake Stevens.

***“Person”*** means any individual, association, partnership, corporation or legal entity, public or

*private, and includes the agents, contractors, and assigns of such person, including registered agents thereof.*

***“Person responsible”** or **“responsible person”** means the owner, occupier, tenant, manager, agent or other person who caused or is causing the code violation under this title or other public law.*

***“Public nuisance”** means a nuisance that affects equally the rights of an entire community or neighborhood, although the extent of the damage may be unequal.*

***“Repeat violation”** means, as evidenced by the prior issuance of an enforcement order, a subsequent violation that has occurred on the same property or that has been committed by a person responsible for the prior violation elsewhere within the city of Lake Stevens. To constitute a repeat violation, the violation need not be the same violation as the prior violation. The violation of a written order of the hearing examiner that has been served as provided in this chapter shall constitute a repeat violation.*

***“Stop work order”** means an order issued to immediately stop any action or work being conducted without a permit or performed in a manner contrary to the provisions of Lake Stevens Municipal Code.*

***“Voluntary compliance agreement”** or **“VCA”** means a written and executed contract between the person responsible for the violation and the City, under which such person agrees to abate the violation within a specified time and according to specified conditions.*

***“Violation”** means an act or omission contrary to a City development regulation including an act or omission at the same or different location by the same person and including a condition resulting from such act or omission.*

***“Warning Letter”** means letter informing the recipient of a minor violation and does not carry a penalty or enforcement action.*

## **Chapter 17.20**

### **ENFORCEMENT PROCESS**

#### *Sections:*

*17.20.010 Authority to Enforce.*

*17.20.020 Categories of response.*

*17.20.030 Procedures and guidelines for responding to code complaints and violations*

*17.20.040 Transfer of Ownership. .*

#### **17.20.010 Authority to Enforce.**

*The City of Lake Stevens authorizes the code enforcement officer to enact official orders and direct the service of such orders to enforce against violations of, and/or failure to comply with the regulations of, any provisions of the Lake Stevens Municipal Code.*

#### **17.20.020 Categories of response.**

*Responses to complaints or evidence of a code violation shall be prioritized based on significance and severity. The categories set forth in this section are not jurisdictional and failure to meet them in any particular case shall not affect the City's authority to enforce City code provisions with regard to that case. The following categories serve as guidelines for administering this title:*

- (a) High risk situations need an urgent response. These include an imminent likelihood of/or actual bodily harm or detrimental public health exposure, damage to public resources or facilities, damage to real or personal property, or significant environmental damage or contamination.*
- (b) Moderate risk situations need a prompt response. These include a risk of bodily harm, damage to public resources or facilities, damage to real or personal property, environmental damage or contamination.*
- (c) Low risk situations need response as time permits. These are nonemergent, do not fit within the high risk or moderate risk categories and have only minor public impacts.*

#### **17.20.030 Procedures and guidelines for responding to code complaints and violations.**

- (a) This section sets out procedures and guidelines for responding to complaints and code violations.*
- (b) Complaints – Investigation, Verification. The code enforcement officer shall determine whether a complaint is reliable based upon past complaints, subsequent inspections and/or investigations, and other relevant criteria or information. If the code enforcement officer determines a complaint is reliable, the code enforcement officer may conduct or take all appropriate or necessary inspections, investigations and actions. If the code enforcement officer determines a complaint is not reliable, the city is not obligated to*



*conduct any further inspection or investigation, nor to act regarding such complaint.*

*(c) Violations – Investigation – Verification - Enforcement. The code enforcement officer will determine whether a violation is probable or has occurred based upon information derived from sources including but not limited to complaints, police reports, inspections, field observations, witnesses, relevant documents, and city data systems. When the code enforcement officer makes such a determination, the violation will be documented and the code enforcement officer may take or issue appropriate enforcement action pursuant to this chapter including but not limited to issuance of warning letters, VCAs, notices of violation, emergency orders, civil infractions, fines, penalties, and criminal enforcement.*

*(d) Enforcement Actions. In order to promote compliance with the code and/or to discourage public nuisances, the code enforcement officer may, in response to inspections, field observations, reports, investigations or reliable complaints, determine that violations of the code have occurred or are or may be occurring, and may take the following enforcement actions, in whole or part, and in any order appropriate to the violation:*

*(1) Warning.*

*(2) Voluntary Compliance Agreement.*

*(3) Notice of Violation.*

*(4) Emergency Orders; Stop Work, Cease & Desist.*

*(5) Civil Infraction.*

*(6) Suspend, revoke, or modify any permit, license or approval.*

*(7) Impose fines, penalties, and/or recover costs incurred by the city.*

*(8) Criminal enforcement.*

*(e) Verification of Compliance. The code enforcement officer shall make such investigations or inspections as necessary or appropriate to confirm compliance with any enforcement action.*

#### **17.20.040      *Transfer of Ownership.***

*Where any enforcement order has been issued pursuant to this title, it shall be unlawful for the owner of the subject property to sell, transfer, mortgage, lease or otherwise dispose of such, property, dwelling unit, or structure to another until the provisions of the enforcement order have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any enforcement order or notice of violation issued by the code enforcement officer and shall furnish to the code enforcement officer a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such enforcement order and fully accepting the responsibility without condition for making the corrections or repairs required by such enforcement order. This provision shall not apply to the*

*following types of transfers of real property: a transfer between spouses or between domestic partners in connection with a marital dissolution or dissolution of a state registered domestic partnership; a transfer made by the personal representative of the estate of the decedent or by a trustee in bankruptcy; and a tax deferred exchange to an intermediary or facilitator.*

## **Chapter 17.30**

### **ENFORCEMENT ACTIONS**

#### *Sections:*

- 17.30.010 Warning Letter*
- 17.30.020 Voluntary Compliance Agreements*
- 17.30.030 Notice of Violation*
- 17.30.040 Emergency Orders*
- 17.30.050 Civil Infractions*
- 17.30.060 Repeat Violations.*
- 17.30.070 Extension of Compliance Time.*

#### **17.30.010 Warning Letter**

*(a) Authority. A warning letter may be issued whenever the code enforcement officer determines a probable or actual violation has occurred and (1) there is no history of prior violations at the subject property or by the responsible person, and (2) the severity of the violation falls under the low risk category per Section 17.20.020-(c3). This section is not applicable to repeat violations as defined in Section 17.10.110.*

*(b) Content. A warning notice shall contain the following information to the extent known:*

- (1) The address and/or location of the code violation.*
- (2) A legal description of the real property or the Snohomish County tax parcel number where the violation occurred or is located, or a description identifying the property by commonly used locators.*
- (3) The name(s) of the responsible person(s) and the property owner (if different than the responsible person).*
- (4) A statement that the city has found the named person has or likely has committed a code violation, and a brief description of the violation(s).*
- (5) A statement of the specific authority (e.g., regulation, administrative order, ordinance, resolution, rule, permit condition, or other provision) that was or is being violated.*
- (6) A statement that the warning notice represents a determination that a code violation has or likely has occurred and that the responsible person may be subject to civil fines and/or criminal penalties.*
- (7) A statement of the amount of the civil fine that may be assessed if the violation(s) are not corrected as required.*
- (8) A statement of the corrective or abatement action required to be taken and that all required permits to perform the corrective or abatement action must be obtained from the proper issuing agency.*

*(9) A statement advising the responsible person of his/her duty to notify the City of all actions taken to achieve or address compliance with the warning notice.*

*(10) A statement advising that a failure to correct the violation(s) cited in the warning notice may lead to additional enforcement actions, administrative orders, or the modification of any pending or existing city approvals.*

### **17.30.020 Voluntary Compliance Agreements**

*(a) Authority. When the code enforcement officer determines that a violation or probable violation has occurred, the code enforcement officer is authorized to attempt to secure prompt voluntary correction or compliance by entering into a voluntary compliance agreement with any responsible person causing, allowing, or participating in the violation. A voluntary compliance agreement (VCA) may be entered into at any time before an administrative appeal is decided.*

*(b) Content. A VCA is a written contract between the person responsible for the violation and the city and signed by both parties, where such person agrees to abate the violation within a specified time and according to specified conditions. The VCA shall be completed on a form approved by the code enforcement officer and the city attorney and shall, at minimum, include the following:*

- (1) The address and/or location of the code violation.*
- (2) A legal description of the real property or the Snohomish County tax parcel number where the violation occurred or is located, or a description identifying the property by commonly used locators.*
- (3) The name(s) of the responsible person(s) and the property owner (if different than the responsible person).*
- (4) A description of the violation(s) and a reference to the code(s) which has been violated;*
- (5) The necessary corrective action to be taken, and the date by which the correction must be completed;*
- (6) An agreement by the person responsible that the city may inspect the premises as may be necessary to determine compliance with the VCA;*
- (7) The amount of the civil penalty that will be imposed pursuant to this title if the person responsible does not meet his or her obligations under the VCA;*
- (8) A statement that the person responsible waives the right to an administrative or judicial hearing for appeal purposes; and*
- (9) An agreement by the person responsible that if the city determines that such person does not meet his or her obligations specified in the VCA, the city may impose any remedy authorized by this title, including, but not limited to:*
  - (i) Assessment of civil penalties as established by resolution or otherwise*

*identified in the VCA;*

*(ii) Abatement of the violation;*

*(iii) Assessment of all costs and expenses incurred by the city to pursue code enforcement and to abate the violation, including legal and incidental expenses; and*

*(iv) Suspension, revocation, or limitation of a permit.*

*(b) Waiver of Appeal. In consideration of the City's agreement to enter into a VCA, the person responsible shall completely surrender and have no right to an administrative or judicial hearing, under this title or otherwise, regarding the matter of the violation and/or the required corrective action. The VCA is a final, binding agreement, it is not a settlement agreement, and its contents are not subject to appeal.*

### **17.30.030 Notice of Violation.**

*(a) Authority. Whenever the code enforcement officer has reason to determine that a code violation occurred or is occurring, the code enforcement officer is authorized to issue a notice of violation to any person responsible for the code violation. Subsequent violations shall be treated as new violations for purposes of this section.*

*(b) Contents. A notice of violation shall be completed in a form approved by the code enforcement officer and the City attorney, and shall be served consistent with Chapter 17.40 LSMC and shall, at minimum, include the following:*

- (1) The address and/or location of the code violation.*
- (2) A legal description of the real property or the Snohomish County tax parcel number where the violation occurred or is located, or a description identifying the property by commonly used locators.*
- (3) The name(s) of the responsible person(s) and the property owner (if different than the responsible person).*
- (4) A **concise description of the violations and a** statement of each ordinance, regulation, code provision or permit requirement violated.*
- (5) The name of the code enforcement officer issuing the notice of violation.*
- (6) The required corrective action that is necessary to achieve compliance and specify date(s) by which the correction must be completed.*
- (7) **A statement that civil fines shall accrue in accordance with LSMC 17.60.010(a-g), as applicable.***
- (8) **A statement that if the corrective action is not completed by the final date set for compliance and the notice of violation is not appealed, the violations(s) shall be deemed committed without further action by the City, and the responsible person shall be subject to cumulative penalties as specified in LSMC 17.60.100 commencing on the final date set for compliance until compliance with the notice of violation is achieved.***
- (9) An explanation of the appeal process and the specific information required to file an appeal.*
- ~~(10) ——— A statement that if the violation is not corrected and the notice of violation is not appealed, the violation(s) shall be deemed committed without requiring further action by~~*

~~the city or the city's hearing examiner and the person to whom the notice of violation is issued to shall be assessed the monetary penalty indicated in the Notice of Violation;~~

(10) A statement that payment of a monetary penalty does not relieve the person responsible to whom the notice was issued of the duty to correct the violation ~~and/or to pay any and all civil fines or penalties accruing under this Chapter.~~

(11) A statement advising that, if any of the work is not commenced or completed within the time specified for compliance ~~and the notice of violation has not been appealed~~, the city may proceed to abate the violation, cause work to be done, and assess the costs and expenses of abatement incurred by the city against the person responsible, and that the city may take any other legal action, including the filing of a lien on the property for the costs of the abatement and any accompanying fines or penalties ~~or sending the costs, fines and penalties to collection.~~

~~(c) Monetary Penalties. The monetary penalties associated with a Notice of Violation shall be as specified in LSMC 17.60.010 (c)~~

~~(d) Continued Duty to Correct. Payment of a monetary penalty pursuant to this chapter does not relieve the person to whom the notice of civil violation was issued of the duty to correct the violation.~~

~~(e) Failure to correct. Failure to correct the code violation in the manner prescribed by the Notice of Violation subjects the person to whom the Notice of Violation is directed to the use of any of the compliance remedies provided by this title, including additional civil penalties and costs, and abatement by the City.~~

~~(f) Failure to appeal. Failure to appeal the Notice of Violation within the applicable time limits shall render the Notice of Violation a final determination that the conditions described in the Notice of Violation existed and constituted a code violation, and that the named party is liable as a person responsible for code compliance.~~

(g) Other remedies. Issuance of a notice of violation in no way limits the code enforcement officer's authority to issue an emergency order to a person previously cited through the notice of violation process pursuant to this title, or to pursue any of the other remedies for compliance set forth in this Chapter.

(h) Supplementation, revocation or modification.

(1) Whenever there is new information or a change in circumstances, the code enforcement officer may add to, rescind in whole or in part or otherwise modify a notice of violation by issuing a supplemental notice of violation. The supplemental notice of violation shall be governed by the same procedures applicable to all notice of violation contained in this title.

(2) The code enforcement officer may revoke or modify a notice of violation issued under this title if the original notice of violation was issued in error or if a party to an order was incorrectly named. The revocation or modification shall identify the reason and underlying facts for revocation and may be recorded with the Snohomish County

*recorder's office, or its successor agency, if the underlying notice of violation was recorded.*

*(i) Recording.*

*(1) Whenever a notice of violation is served on a person responsible for the code violation(s), the city may record a copy of the notice of violation with the Snohomish County recorder's office, or its successor agency.*

*(2) When all violations specified in the notice of violation have been corrected or abated, the code enforcement officer shall record a release of notice of violation with the Snohomish County recorder's office, or its successor agency, if the underlying notice of violation was recorded. The release shall include a legal description of the property where the violation occurred and shall state, if applicable, that any unpaid civil penalties for which liens have been recorded are still outstanding and continue as liens on the property.*

*(j) Time limits.*

*(1) Persons receiving a notice of violation shall rectify the code violations identified within the time period specified by the code enforcement officer in the notice of violation issued pursuant to this title, unless the responsible person requests an extension pursuant to LSMC 17.30.060.*

*(2) Unless an appeal is filed with the city clerk for a hearing before the hearing examiner in accordance with this title, the notice of violation shall become the final administrative order of the code enforcement officer, and the civil penalties assessed in accordance with LSMC 17.60.*

**17.30.040 Emergency Orders.**

*(a) ~~Authorization~~Authority. Whenever a violation of this title threatens the health or safety of the public or materially impairs the code enforcement officer's ability to secure compliance with the Lake Stevens Municipal Code, the code enforcement officer ~~may~~ is authorized to issue an emergency order, defined by chapter 17.10.110 LSMC, specifying the violation and prohibiting any work or other activity at the site. Emergency orders shall be served consistent with chapter 17.40 LSMC. Issuance of a notice of violation or other order is not a condition precedent to the issuance of an emergency order.*

*(b) Emergencies. Where an emergency exists, the code enforcement officer shall not be required to give a written notice prior to stopping the activity.*

*(c) Issuance. The emergency order shall state the reasons for the order, the conditions under which the activities cited may be permitted to resume if applicable, and may be appended to, or incorporate by reference, a notice of violation. The emergency order shall take effect immediately upon service. During any such appeal, the order shall remain in effect.*

*(d) Effect.*

*(1) The code enforcement officer is authorized to assess a special investigation fee for the issuance of an emergency order when work has started without the issuance of a permit. The special investigation fee shall be established pursuant to the city's most recently*

*adopted fee schedule.*

*(2) Upon issuance of an emergency order, the work cited shall immediately cease.*

*(3) Work or activity, related or unrelated to the cited work, shall not resume unless specifically authorized in advance by the code enforcement officer.*

*(4) Any violation of the emergency order is hereby declared to be a nuisance and the code enforcement officer is authorized to enjoin or abate such nuisance by any legal or equitable means available. The costs, specifically including reasonable attorney and expert witness fees, for the injunction or abatement, shall be recovered by the city from the person responsible for the code violation in the manner provided by law.*

*(5) Failure to comply with the terms of an emergency order subjects the person responsible for the code violation to civil penalties and costs as set forth in this title.*

*(e) Remedy – Civil Penalties. Any person who shall continue any work in or about the structure after having been served with an emergency order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.*

*(1) In addition to any other judicial or administrative remedy, the code official or designee may assess penalties for the violation of any emergency order as set forth in chapter 17.60 LSMC.*

*(2) Penalties for the violation of any stop work order shall begin to accrue on the first day the emergency order is violated and shall cease on the day the work is actually stopped.*

*(3) Violation of an emergency order shall be a separate violation from any other code violation. Civil penalties assessed create joint and several personal obligations in all persons responsible for code violation. The city may collect the civil penalties assessed by any appropriate legal means.*

*(4) In addition to all other remedies, a lien for the value of the civil penalties imposed may be filed against the real property that is subject to compliance with this title in accordance with chapter 17.60 LSMC.*

*(f) Appeal. An emergency order may be appealed according to the procedures prescribed by this title and chapter. Failure to appeal the emergency order within the applicable time limits renders the emergency order a final determination that the code violation occurred, and that work was properly ordered to cease.*

*(g) Removal of an Emergency Order. When an emergency order has been posted in conformity with the requirements of this chapter, removal of such order without the authorization of the City, or the hearing examiner if the matter has been heard by the hearing examiner, is unlawful and a separate violation of the municipal code. A penalty for removal, defacing, or destruction of any emergency order may be assessed in the amount specified in Table 17.60.010*



**17.30.050 Civil Infractions.**

(a) **Authority.** Whenever the code enforcement officer has reason to determine that a code violation occurred or is occurring, the code enforcement officer is authorized to issue an infraction in accordance with Chapter 7.80 RCW, which is incorporated herein by this reference, upon the person responsible for the condition. Issuance of an infraction constitutes a civil infraction. The city's hearing examiner shall have jurisdiction ~~over~~ to hear all infractions issued under this title.

(b) Chapter 7.80 RCW is hereby adopted by reference to the extent that it is not inconsistent with explicit provisions of the Lake Stevens Municipal Code, including this section.

**17.30.060 Repeat Violations.**

Whenever the code enforcement officer has reason to determine that repeat violation occurred or is occurring, the code enforcement officer is authorized to immediately issue notice of violation pursuant to LSMC 17.30.030. Penalties shall be assessed pursuant to LSMC 17.60.010(b).

**17.30.0760 Extension of Compliance Time.**

The code enforcement officer may grant an extension of the time limit for compliance if the code enforcement officer deems the person responsible has shown due diligence and/or substantial progress in correcting the violation but circumstances render full and timely compliance under the original conditions unattainable. Such request shall be made in writing prior to the stated time limit for compliance and clearly establish the need for the extension. **Such grant of an extension for time does not create a new appeal period for the underlying enforcement order.**

## **Chapter 17.40**

### **SERVICE OF DOCUMENTS**

*Sections:*

*17.40.010 Service of documents.*

#### **17.40.010 Service of written notice.**

*(a) Methods of Service. Service of notices and orders, warnings, emergency orders, infractions, orders, rulings, decisions and any other document (collectively "document") issued by the code enforcement officer shall be made by one or more of the following methods:*

- (1) By personal service to the person responsible for the code violation or by leaving a copy of the document at such person's place of residence with a person of suitable age and discretion who resides there.*
- (2) By posting the document in a conspicuous place on the property where the violation occurred and concurrently mailing notice as provided for in this subsection.*
- (3) By mailing two copies of the document, postage prepaid, one by ordinary first class mail and the other by certified mail, return receipt, to the person responsible for the code violation at his, her or its last known address, at the address of the violation, or at the address of the place of business of the person responsible for the code violation. The property owner's address as shown on the tax records of the county shall be deemed to be the proper address for the purpose of mailing such notice to the landowner of the property where the violation occurred. Service by mail shall be presumed effective upon the third business day following the day upon which the document was placed in the mail.*
- (4) For notices of violation only, when the address of the person responsible for the code violation cannot reasonably be determined, service may be made by publication once in the City's official newspaper.*
- (5) By personal service on the person responsible at their place of employment*

*(b) Service not invalidated. The failure of the code enforcement officer to make or attempt service of written notice shall not invalidate any proceedings as to any other person duly served.*

*(c) Service – When Complete. If service is accomplished by personal service, service shall be deemed complete immediately. If service is accomplished by mail, service shall be deemed complete upon the third day following which the document is placed in the mail, unless the third day falls on a Saturday, Sunday, or legal holiday, in which event service shall be deemed complete on the first day other than a Saturday, Sunday, or legal holiday following the third day. If service is accomplished by posting, service shall be deemed complete upon the fourteenth day following the day upon which the document is posted. If service is accomplished by publication, service shall be deemed complete upon the final publication of the document as set forth in RCW 4.28.110.*

*(d) Proof of Service – Due Diligence. Proof of service shall be made by written affidavit or*

*declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service and the manner by which service was made. If service was made solely by posting or publication, the proof of service shall include a statement as to what steps were used in attempting to serve personally and by mail the person at whom service of the document is directed. If service was made by posting, a photograph of the posting may be taken and retained by the city as documentation.*

*(e) Additional Proof of Service Not Necessary. No additional proof of service beyond the requirements in this chapter shall be required by the hearing examiner or other entity. Any failure of the person to whom a document is directed to observe a document served by posting or publication shall not invalidate service made in compliance with this section, nor shall it invalidate the document.*

## **Chapter 17.50**

### **RECOVERY OF ENFORCEMENT COSTS**

*Sections:*

**17.50.010**      *Recovery of enforcement costs.*

**17.50.010**      ***Recovery of enforcement costs.***

*Any person responsible for a violation of the LSMC may be assessed costs as provided in this section.*

- (a) Costs for Enforcement Actions, Investigations and Corrections. The code enforcement officer may assess the city's costs and expenses, including attorney fees, for any enforcement actions, investigations, and corrective actions taken under this chapter.*
- (b) Damages. In addition to any penalties or costs that may be imposed, any person violating or failing to comply with any of the provisions of this code shall be liable for all loss or damage to public or private property arising from such violation, including the cost of restoring the affected area to its condition prior to the violation. Administrative costs will be charged as fifteen (15%) percent of the total amount of liability for costs, expenses, losses, or damages to the city occasioned thereby. This clause does not establish a cause of action that may be asserted by any party other than the city. Penalties, damage, costs, and expenses may be recovered only by the city.*
- (c) Special Assessment. Pursuant to RCW 35A.21.405, the city may levy upon the property at issue a special assessment for the expense of any abatement undertaken, or unpaid fines, penalties and costs issued pursuant to this title.*
  - (1) Prior to levying the special assessment authorized in subsection (c) of this section, the city shall provide the owner and any identifiable mortgage holder with 10 days' advance written notice that a special assessment will be levied on the property. The notice shall provide the estimated amount of the special assessment. The notice shall be sent by regular mail.*
  - (2) The special assessment authorized by this section constitutes a lien against the property and is binding upon successors in title only from the date the lien is recorded in the county where the affected real property is located. Up to \$2,000 of the recorded lien is of equal rank with state, county, and municipal taxes.*
  - (3) A property owner or mortgage holder shall be afforded the opportunity to an administrative hearing to contest the code enforcement officer's determination to levy the special assessment provided for in subsection (c) above.*
    - i. Any hearing pursuant to this subsection must be requested by the owner or mortgage holder in writing within twenty (20)*

*days of mailing of the notice.*

- ii. The owner's or mortgage holder's written request for hearing shall be filed with the city clerk.*
- iii. Failure to submit a timely notice shall be deemed a failure to exhaust administrative remedies and shall preclude any further review.*
- iv. The city will conduct the hearing within twenty (20) days of the receipt of the request.*
- v. The administrative hearing will be held before the hearing examiner. Formal rules of evidence will not apply; provided, however, that the hearing examiner will review the existing record, and only the owner and/or mortgage holder and the city will be allowed to present oral testimony and documentary evidence to the hearing examiner. The hearing examiner will issue a written decision within 10 days of the conclusion of the hearing. The decision of the hearing examiner shall be final and conclusive.*

## Chapter 17.60

### CIVIL PENALTIES

Sections:

- 17.60.010 Assessment schedule.
- 17.60.020 Mitigation for unlawful tree removal.
- 17.60.030 Collection of penalties.

#### 17.60.010 Assessment schedule.

Code Enforcement Penalties:	
Noncompliance with NOV	NOV see subsection (a) below for initial violations and subsection (b) below for repeat violations.
Noncompliance with VCA	\$250
Noncompliance with Emergency Order	\$250
Infraction	\$250
Environmental Damage/Critical Areas Violations	Up to \$25,000 plus the cost of restoration
Unlawful Tree Removal or Damage	\$1,000 per inch of diameter at breast height of tree removed or damaged plus the cost of mitigation

(a) Monetary Penalty for noncompliance with NOV. A \$100 penalty shall be assessed upon issuance of a notice of violation. The code enforcement officer may waive the \$100 penalty if corrective action is completed by the first date for compliance specified in the notice of violation. If corrective action is not completed by the first date specified in the notice of violation, the \$100.00 penalty shall remain in effect. The notice of violation shall contain a second date for compliance.. If the corrective action is not completed by the second date, the penalty shall increase to \$250.00. The notice of violation shall contain a third deadline for compliance. If the corrective action is not completed by the third deadline, the penalty shall increase to \$500.00. The penalties associated with the third deadline shall accumulate for each day beyond the third

deadline until compliance with the notice of violation is achieved.

(b) **Penalty for Repeat Violations.** A \$500 penalty shall be assessed upon issuance of a notice of violation for a repeat violation and shall accrue pursuant to LSMC Section 17.60.010(h).

(c) **Penalty for Failure to Comply with VCA.** The penalties assessed pursuant to this chapter for failure to comply with the terms of a VCA are based on the number of violations, per number of days of noncompliance, dating back to the date of the initial violation.

(d) **Penalty for Failure to Comply with an Emergency Order.** Penalties based on violation of an emergency order shall be assessed, according to this chapter, for each day the code enforcement officer determines that work or activity was done in violation of the emergency order. This includes penalties for defacing, mutilation, or unauthorized removal of an emergency order.

(e) **Penalty for Infractions.** Unless a different penalty amount for a given violation is expressly authorized or required by a more specific city code provision, the maximum penalty and the default amount shall be \$250.

(f) **Penalty for Violation of Critical Areas or Shoreline Management Ordinances.** In addition to the other penalties provided for in this chapter, any person responsible for a violation of Chapter 14.88 LSMC or Chapter 14.92 LSMC, shall be jointly and severally liable for site restoration for the redress of ecological, recreation, and economic values lost or damaged and may be subject to a civil penalty as established herein plus restoration, based upon the severity of the violation as documented in the City's file.

For the purposes of this subsection, a violation of the critical areas ordinance means: the violation of any provision of Chapter 14.88 LSMC or Chapter 14.92 LSMC; the failure to obtain a permit required for work in a critical area; the failure to comply with the conditions of any permit, approval, terms, and conditions of any critical area tract or setback area, easement or other covenant, plat restriction, or binding assurance or any notice of violation, stop work order, mitigation plan, contract or other agreement.

(g) **Penalty for Unlawful Tree Damage or Removal.** Any person responsible for damage to or removal of a tree in violation of Chapter 14.76 LSMC shall be jointly and severally liable for mitigation as described in LSMC 14.76.120 and shall pay a civil penalty of \$1,000 per inch of diameter at breast height of tree removed or damaged.

(h) **Penalty Accrual.** Unless otherwise stated herein, the assessed monetary penalty shall accrue for each day or portion thereof that each violation continues beyond the date for compliance set in an enforcement order or any hearing examiner's decision. Unless a different penalty amount for a given violation is expressly authorized or required by a more specific city code provision, the maximum penalty and the default amount shall be \$250, not including fees, costs, and assessments.

(i) The civil penalties in this chapter are in addition to, and not in lieu of, any other penalties, sanctions, restitution, or fines provided for in any other provisions of law.

#### **17.60.020 Mitigation for unlawful tree removal.**

(a) In addition to the monetary penalty outlined in LSMC 17.60.010 above, any tree damaged or removed in violation of LSMC 14.76 shall be subject to replacement in accordance with this section. For the purpose of code enforcement, if a tree has been removed and only the stump remains, the size of the tree shall be the diameter of the top of the stump. Replacement trees shall comply with the standards as follows:

DBH of Tree Removed	Number of replacement Trees
4" to 6" (single trunk) or 2" (any one trunk of a multiple trunk tree)	3
6" to 8"	4
8" to 20"	6
Over 20"	8

(1) Minimum size of each replacement tree shall be a five-gallon container for deciduous trees, six to eight feet in height for coniferous and broadleaf evergreen trees.

(2) The location of the replacement trees shall be approved by the Planning Director. A maintenance bond shall be provided pursuant to Sections 14.16A.180(d) and (g)(3) to ensure survival of the replacement trees for two years from the date of planting. Sections 14.76.120(g) and (h) which prohibit development and building permits from being issued prior to actual tree replacement shall be applied to this section. Completion securities authorized by Section 14.16A.180(c) shall not be allowed in lieu of actual tree replacement<sup>[1]</sup>.

(3) Upon written demonstration by a certified arborist that the tree replacement mitigation required is not feasible upon the property on which the violation was committed, the code enforcement officer, in conjunction with the Planning Director, may accept a fee in lieu of replacement in the amount of up to \$750.00 for each replacement tree not planted. All monies collected as fees in lieu of replacement shall be placed in a fund by the city and used for the planting of trees in the City.<sup>[2]</sup>

#### **17.60.030 Collection of penalties.**

(a) Personal obligation. The monetary penalty constitutes a personal obligation of the person to whom a notice of civil infraction or notice of violation is directed. Any monetary penalty assessed shall be paid to the City within 10 calendar days from the date of mailing of the court's decision, hearing examiner's decision, or a notice from the City that penalties are due. Any such monetary penalty shall further constitute a lien against the affected real property. The city attorney is authorized to take all actions available to collect the monetary penalty.



(b) Use of Collection Agency. Pursuant to Chapter 19.16 RCW, as currently enacted or hereafter amended, the City may, at its discretion, use a collection agency for the purposes of collecting penalties and costs assessed pursuant to this title rather than filing a lien. The collection agency may add fees or interest charges to the original amount assigned to collections as allowed by law. No debt may be assigned to a collection agency until at least thirty (30) calendar days have elapsed from the time that the City attempts to notify the responsible person for the debt of the existence of the debt and that the debt may be assigned to a collection agency for collection if the debt is not paid. Notice of assignment to collections [3][4] shall be made by certified mail to the last known address of the person responsible for the violation; provided, inability to ascertain a current mailing address shall not prohibit the debt from being assigned to collections.

(3) Lien Authorized. The City may have a lien for any monetary penalty imposed, the cost of any abatement proceedings under this chapter, and all related costs including attorney and expert witness fees, against the real property on which the monetary penalty was imposed or any of the abatement work was performed, or both. The lien shall be subordinate to all previously existing special assessment liens imposed on the same property and shall be superior to all other liens, except for State and County taxes, with which it shall be on parity.

(4) Recorded. The City shall cause a claim for lien to be filed for record within one hundred eighty (180) days from the later of the date that the monetary penalty is due, or the date the work is completed, or the violation abated.[5]

(5) Claim of lien. The claim of lien shall contain sufficient information regarding the civil violation, as determined by the City, a description of the property to be charged with the lien and the owner of record, and the total amount of the lien.

(6) Any such claim of lien shall be verified by the City and may be amended from time to time to reflect changed conditions.

## **Chapter 17.70**

### **APPEAL TO HEARING EXAMINER**

#### Sections:

17.70.010 Appeals.

17.70.020 Decision of the Hearing Examiner.

17.70.030 Failure to appear – Default Order.

#### **17.70.010 Appeals.**

(1) Scope. Any person issued or named in an enforcement action may file an appeal with the City clerk.

(2) Deadline for Appeal and Service. The appeal and the appeal fee shall be filed by the appellant with the City Clerk not later than ten (10) days after service of the enforcement action objected to. When the last day of the period so computed is a Saturday, Sunday, or a federal or City holiday, the period shall run until 4:30 p.m. on the next business day.

(3) Jurisdiction. If the appeal and appeal fee is not timely filed and served, the hearing examiner shall be without jurisdiction to hear the appeal.

(3) Contents of Appeal. The request shall include the contents listed below:(a) Identify the parties to the appeal;

(b) Attach the enforcement action or administrative order complained of; and

(c) Contain a concise statement of the issues appealed, the basis for relief, and relief requested by the appellant.

(4) Hearing Examiner Review. Upon receipt of an appeal, the city clerk shall forward the appeal to the city hearing examiner. The hearing examiner shall thereafter review and decide the appeal pursuant to this chapter and the hearing examiner's rules of procedure.

(5) No stay. Enforcement of any stop work order shall not be stayed during the pendency of an appeal. When multiple enforcement actions have been issued simultaneously for any set of facts constituting one or more violations, only one appeal of all such enforcement actions shall be allowed.

(6) Cancellation of Hearing. Except in the case of a repeat violation; a violation which creates a situation or condition which cannot be corrected; or a violation posing an immediate risk or threat to persons, property or public safety, an appeal hearing may be canceled if the code enforcement officer approves a fully completed remedy or corrective action at least forty-eight (48) hours prior to the scheduled hearing commencement date. Accrued fines, penalties, and costs shall not be affected by cancellation of the hearing.

(7) Costs of Administrative Appeal. Whenever an enforcement action is affirmed or substantially upheld on appeal, the hearing examiner shall assess to the appellant the amount of the costs incurred by the City and the examiner in litigating and processing the appeal before the hearing

examiner. These costs shall, without limitation, include those expenses incurred in preparing for the appeal, issuing public notice as required under the code or examiner's rules, general clerical expenses, staff, witness and examiner preparation time, site inspections, city attorney costs, including fees paid to outside counsel and consultants needed to prosecute the appeal, and other expenses incurred by the city arising from the enforcement action and/or violation. City litigation costs may be waived in whole or in part by the code enforcement officer if the responsible person has corrected or remedied the alleged violation at least 30 working days prior to the scheduled appeal hearing date and the code enforcement officer verified in writing the adequacy of the corrective action. Accrued fines and penalties to the date of verified correction or remedy shall not be waived.

#### **17.70.020 Decision of the Hearing Examiner.**

(1) At the conclusion of the appeal hearing, the hearing examiner shall issue an order to the person responsible for the violation which includes the following information:

- (a) The decision regarding the alleged violation including findings of fact and conclusions based thereon in support of the decision;
- (b) The required corrective action, if any, and the date by which the correction must be completed;
- (c) The civil penalties assessed based on the provisions of this title and the fee resolution; and
- (d) The date after which the City may proceed with abatement of the unlawful condition if the required correction is not completed.

(2) The hearing examiner may cause a copy of the decision and order to be served upon the parties at the close of the hearing. When the hearing examiner requires more time to prepare a written order, or when a party fails to appear after requesting a contested hearing, the hearing examiner shall cause a copy of the decision and order to be served on the parties by mailing a copy to each party's last known address no later than ten (10) business days following the hearing.

(3) The decision of the hearing examiner shall be final unless appealed pursuant to this section. To appeal the decision of the hearing examiner, a person with standing to appeal must file a land use petition, as provided in Chapter 36.70C RCW, Land Use Petition Act, within twenty-one (21) calendar days of issuance of the hearing examiner's decision. The cost for transcription of all records ordered certified by the Superior Court for such review shall be borne by the appellant and is nonrefundable.

(4) If judicial review is not obtained, the decision of the hearing examiner shall constitute the final decision of the City, and the failure to comply with the decision of the hearing examiner shall constitute a misdemeanor punishable by a fine of not more than \$1,000 or up to ninety (90) days' imprisonment, or both. In addition to criminal punishment pursuant to this subsection, the City may pursue collection, liening the property, and abatement as provided in this title.

#### **17.70.030 Failure to appear – Default Order.**

If the person who requests an appeal hearing fails to appear at the scheduled hearing after having been given notice in the manner provided for by this chapter, the hearing examiner shall immediately issue a default order, which finds committed all the violations set forth in the notice of violation and which assesses a monetary penalty in the full amount indicated in the notice of violation. In addition, at the request of the city, the hearing examiner shall also impose upon the non-appearing party any costs to the city related to preparation for the hearing. The hearing examiner shall cause a copy of the decision to be served upon the non-appearing party by mailing a copy to the last known address of the non-appearing party within ten (10) business days of the hearing. Upon the motion of a party, the hearing examiner may rescind a default judgment only upon a showing of good cause to do so and only if such motion has been brought within thirty (30) calendar days of the date of the hearing at which the default judgment was ordered.

## **Chapter 17.80**

### **ABATEMENT BY THE CITY**

Sections:

17.80.010 Abatement.

#### **17.80.010 Abatement.**

(1) Upon prior approval by the code enforcement officer, the City may abate a condition which was caused by or continues to be a civil violation or civil infraction when:

- (a) The terms of the VCA pursuant to this title have not been met; or
- (b) A notice of violation or emergency order has been issued, the period for filing an appeal with the hearing examiner has expired, and the required correction has not been completed; or
- (c) A notice of violation or emergency order has been issued, a timely appeal was filed, the appellant failed to appear at the scheduled hearing or a hearing was held as provided in this title and the required correction has not been completed by the date specified by an order of the hearing examiner; or
- (d) The condition is subject to summary abatement as provided for in this chapter or other provisions of City or state law.

(2) Summary Abatement. When a code violation causes a condition, the continued existence of which constitutes an immediate and emergent threat to the public health, safety, or welfare or to the environment, the City may summarily, and without prior notice to the person responsible, abate the condition. Notice of such abatement, including the reason for it, shall be given to the person responsible for the violation as soon as reasonably possible after the abatement.

(3) Authorized Action by the City. Using any lawful means, the City may enter upon the subject property and may remove or correct the condition which is subject to abatement. The City may seek judicial process as it deems necessary to affect the removal or correction of such condition.

(4) No Cause of Action against City. No cause of action shall lie against the City or its agents, officers, or employees for actions reasonably taken, or not taken, to prevent or cure any immediate threats.

(5) Recovery of Expenses. All expenses incurred by the City in abating the violation shall be billed to the person responsible for the violation and shall become due and payable to the City within ten (10) calendar days. Such costs may include, but are not limited to, the following:

- (a) "Legal expenses," which shall include, but are not limited to:
  - (i) Personnel costs, both direct and indirect, including attorney's fees and all costs incurred by the City attorney's office or its designee;

(ii) Actual and incidental expenses and costs incurred by the City in preparing notices, contracts, court pleadings, and all other necessary documents; and

(iii) All costs associated with retention and use of expert witnesses or consultants.

(b) "Abatement expenses," which shall include, but are not limited to:

(i) Costs incurred by the City for preparation of notices, contracts, and related documents;

(ii) All costs associated with inspection of the abated property and monitoring of said property consistent with orders of compliance issued by the City's hearing examiner or a court of competent jurisdiction;

(iii) All costs incurred by the City for hauling, storage, disposal, or removal of vegetation, trash, debris, machinery, appliances and fixtures, dangerous structures or structures unfit for occupancy, potential vermin habitat, fire hazards, nuisance vehicles including trailers, boats, vessels, and watercraft, obstructions to public rights-of-way, and setback obstructions;

(iv) All costs incurred by law enforcement or related enforcement agencies;

(v) All costs incurred by the City during abatement of nuisance and code violations may include interest in an amount as prescribed by law; and

(vi) The City shall have a lien for any monetary penalty imposed, the cost of any abatement proceedings under this chapter, and all other related costs including attorney and expert witness fees, against the real property on which the monetary penalty was imposed or any of the work of abatement was performed.

## **Chapter 17.90**

### **CRIMINAL ENFORCEMENT**

Sections:

17.90.010 Criminal Enforcement.

#### **17.90.010 Criminal Enforcement.**

A violation of the Lake Stevens Municipal Code that results in criminal enforcement is subject to fines and/or jail time and requires an appearance before the court of jurisdiction. Criminal penalties may be imposed by issuance of a criminal citation issued by a police officer or the prosecuting attorney. Criminal citations may be mailed to the responsible person's last known address or served in person.

## **EXHIBIT B**

**Section 1.** Section 8.04.020 of the Lake Stevens Municipal Code is hereby amended by the addition of a new definition as follows:

### **8.04.020 Definitions.**

(a) Code Enforcement Officer means the Planning and Community Development Director or designee.

**Section 2.** Section 8.04.120 of the Lake Stevens Municipal Code is hereby amended as follows:

### **8.04.120 Inspection Authorized - Abatement of Nuisance.**

The Code Enforcement Officer ~~City Administrator or his/her designee~~ shall have the power to enter upon private property at reasonable times for the purpose of inspecting and investigating conditions relating to the enforcement of the provisions of this chapter. Should the Code Enforcement Officer ~~City Administrator or Mayor or their designee~~ determine that there exists accumulations of solid waste detrimental to the public health, and in violation of the requirements of this chapter, the Code Enforcement Officer ~~City Administrator or Mayor~~ may abate the violation in accordance the procedures in LSMC Chapter 17.80 ~~cause the solid waste to be removed at the expense of the owner of the property upon which the nuisance is found and shall be authorized to bring appropriate action for reimbursement.~~

**Section 3.** Section 8.04.150 of the Lake Stevens Municipal Code is hereby repealed and replaced in its entirety as follows:

### **8.04.150 Violations - Notice.**

~~Whenever the City Administrator may determine that there is a violation of any provision of this chapter, notice shall be given to the owner and/or occupant of the premises upon which the alleged violation has occurred. Such notice shall state the nature of the violation and a reasonable time for correcting such violation. Such notice shall be given by personal service or by certified mail, return receipt requested.~~

Any person who violates or fails to comply with the requirements of this chapter shall be subject to the provisions and penalties set forth in LSMC Title 17. Each day of continued violation shall constitute a separate violation for purposes of this penalty.

**Section 4.** Section 8.06.020 of the Lake Stevens Municipal Code is hereby amended as follows:

### **8.06.020 Definitions**



(a) ~~“Civil infraction” means a class one civil infraction as defined by Chapter 7.80 RCW. “Code Enforcement Officer” means the Planning and Community Development Director or designee.~~

**Section 5.** Section 8.06.040 of the Lake Stevens Municipal Code is hereby amended as follows:

**8.06.040 Unlawful Occupancy.**

- (a) Occupying any premises within the City which does not have sewer service and water service, as required by Section 8.06.030, or which is posted “Unfit for Occupancy - No Trespassing” is a nuisance and a violation of this section.
- (b) Removing or defacing a posted notice that a premises is “Unfit for Occupancy - No Trespassing” is a violation of this section.
- (c) Failure to comply with this section shall be a violation under LSMC Title 17 Chapter 8.20.

**Section 6.** Section 8.06.050 of the Lake Stevens Municipal Code is hereby amended as follows:

**8.06.050 Investigation and Enforcement ~~Procedure~~.**

- ~~(a) —Investigation. Where the Code Enforcement Officer ~~Community Development Director or designee~~ reasonably believes that a premises does not have sewer service or water service for 14 consecutive calendar days, the Code Enforcement Officer ~~Director or designee~~ may issue and post a notice of violation pursuant to Section 17.30.030 ~~17.20.070~~.~~
- ~~(b) —Violation Notice. An enforcement action is commenced by issuance of a notice of violation.~~
- ~~(c) —Service of Notice. The Director or designee shall serve the notice of civil violation upon the person responsible for the violation pursuant to Section 17.20.070(c).~~
- ~~(d) —The notice of violation shall contain:~~
  - ~~(1) —All of the elements described in Section 17.20.070;~~
  - ~~(2) —A statement that the premises must be vacated unless sewer service and water service are functioning within 14 days of posting the notice of violation;~~
  - ~~(3) —The date the notice of violation was posted on the premises;~~
  - ~~(4) —A copy of this chapter must be attached to the notice of violation that is mailed to the owner and the street address, but need not be attached to the notice of violation that is posted on the premises; and~~

~~(5) The address where a response may be delivered to the City Clerk.~~

~~(e) Response. The response to the notice of violation shall address applicable elements described in Section 17.20.080.~~

~~(f) Failure to Respond.~~

~~(1) If the person to whom the notice of violation is issued fails to respond as required in Section 17.20.080, the violation(s) shall be deemed committed without requiring further action by the City or the City's Hearing Examiner and the person to whom the notice of violation was issued shall owe the full penalty amount indicated in the notice of violation pursuant to Section 17.20.090.~~

~~(2) Unless contested to the Hearing Examiner pursuant to Sections 17.20.100 and 17.20.110, the notice of violation becomes a final determination on the fifteenth business day after the posting of the notice at which time the Director or designee shall post the premises "Unfit for Occupancy - No Trespassing."~~

~~(3) Upon posting a property "Unfit for Occupancy - No Trespassing":~~

~~(i) The premises must be vacated and secured as provided in this chapter;~~

~~(ii) Any person occupying the premises will be liable as provided in this chapter; and~~

~~(iii) The responsible person failing to secure the premises will be liable as provided in this chapter.~~

**Section 7.** Section 8.06.060 of the Lake Stevens Municipal Code is hereby repealed in its entirety.

**Section 8.** Section 8.06.070 of the Lake Stevens Municipal Code is hereby amended as follows:

**8.06.070 Vacant Structure Must Be Secured upon Violation.**

(a) Upon a final determination that a premises has been occupied in violation of Section 8.06.040, every structure on the premises must be secured by the responsible person from unlawful occupancy as specified in Section 8.06.080 within five business days.

(b) It is a nuisance and is a violation of this section for any responsible person to fail to secure every structure on the premises from unlawful occupancy as specified in Section 8.06.080 within five business days of a final determination that the premises has been occupied in violation of Section 8.06.040.

(c) Violation of this section is a civil violation subject to the penalties of LSMC Chapter Section 17.60 17.20.160. ~~For each act herein prohibited of a continuing nature, each day shall be considered a separate offense pursuant to Section 17.12.040.~~

(d) Each day that a structure on the premises is not secured as specified in Section 8.06.080 is considered a repeat violation subject to LSMC Section 17.60.010(b) 17.20.180.

**Section 9.** Section 8.06.090 of the Lake Stevens Municipal Code is hereby amended as follows:

**8.06.090 Abatement.**

(a) If a responsible person fails to secure every structure on the premises from unlawful occupancy as specified in Section 8.06.080 within five business days after a final determination, the Code Enforcement Officer ~~Director or designee~~ may take immediate action to cause the building to be secured in a manner consistent with this chapter.

(b) Any necessary ~~urgent~~ abatement actions necessary to secure a structure shall follow the procedures defined in LSMC Chapter 17.80. ~~Section 17.20.190(b).~~

~~(c) In the event that the City secures the building, collection of penalties and costs incurred shall be assessed against the responsible person subject to the procedures defined in Section 17.20.200.~~

~~(cd)~~ In securing a structure, the Director or designee is not required to satisfy all the conditions of Section 8.06.080 and in the Director or designee's sole discretion may determine what measures are appropriate.

~~(de)~~ If the City secures a structure pursuant to this chapter, the responsible person shall remain responsible for the inspection, maintenance, and protection of the premises and any structures on the premises.

**Section 10.** Section 8.20.010 of the Lake Stevens Municipal Code is hereby repealed and replaced in its entirety as follows:

**8.20.010 Violation and Penalty.**

~~Failure to comply with any provision of this Title, or violation of any provision of this Title, unless otherwise stated, is an infraction for the first offense and for a second offense within a 365 day period. A third or subsequent offense within a 365 day period shall either be 1) a misdemeanor subject to a jail term of not more than one year, a fine of not more than \$1,000.00, or both such fine and imprisonment or 2) subject to enforcement pursuant to Title 17 of the Lake Stevens Municipal Code~~

Any person who violates or fails to comply with the requirements of this chapter shall be subject to the provisions and penalties set forth in LSMC Title 17.

**Section 11.** Section 9.60.210 of the Lake Stevens Municipal Code is hereby repealed and replaced in its entirety as follows:

**9.60.210 Liability for Costs of Abatement.**

Upon notice to the property owner, or responsible party which keeps or maintains which keeps or maintains a nuisance as defined by this chapter, the City may abate the condition pursuant to LSMC Chapter 17.80.

~~Any person, firm or corporation which keeps or maintains a nuisance as provided in this chapter shall be liable for all costs and expenses of abating the same, when the nuisance has been abated by any officer of the City, and the costs and expenses shall be taxed as part of the costs of said prosecution against the party liable, to be recovered as other costs are recovered; provided that in such cases the City shall be liable in the first instance to pay the same, and in all cases where the Chief of Police or other officer shall abate any such nuisance he shall keep an account of all expenses attending the abatement. In addition to other powers herein given to collect such costs and expenses, the City may bring suit for the same in any court of competent jurisdiction against the person, firm or corporation creating, keeping, or maintaining the nuisance so abated.~~

**Section 12.** Section 9.60.230 of the Lake Stevens Municipal Code is hereby amended as follows:

**9.60.230 Violation and Penalty.**

Failure to comply with any provision of this chapter, or violation of any provision of this chapter is a civil violation and subject to the provisions and penalties established in LSMC Title 17 is an infraction for the first offense and for a second offense within a 365 day period. A third or subsequent offense within a 365 day period shall either be 1) a misdemeanor subject to a jail term of not more than one year, a fine of not more than \$1,000.00, or both such fine and imprisonment or 2) subject to enforcement pursuant to Title 17 of the Lake Stevens Municipal Code.

**Section 13.** Chapter 9.72 of the Lake Stevens Municipal Code is hereby repealed in its entirety.

**Section 14.** Section 14.08.010 of the Lake Stevens Municipal Code is hereby amended by the addition of the following definition:

**14.08.010 Definitions of Basic Terms**

Code Enforcement Officer. The Planning and Community Development Director or designee.

**Section 15.** Section 14.28.010 of the Lake Stevens Municipal Code is hereby amended as follows:

**14.28.010 Complaints Regarding Violations.**

~~The Code Enforcement Officer The planning director shall investigate complaints received any written, signed complaints received alleging a violation of this title in accordance with LSMC Title 17, take whatever action is warranted, and inform the complainant in writing of those actions.~~

**Section 16.** Section 14.28.030 of the Lake Stevens Municipal Code is hereby amended as follows:

**14.28.030 Procedures Upon Discovery of Violations.**

(a) Upon finding that any provision of this title is being violated, the Code Enforcement Officer ~~Planning Director~~ shall send a written notice of violation in accordance with Section ~~17.30.030~~ 17.20.050 or 17.20.070(a)(2) ~~to the offending party, indicating the nature of the violation and ordering the action necessary to correct it.~~

~~(b) The final written notice (and the initial written notice may be the final notice) shall state what action the Planning Director intends to take if the violation is not corrected and shall advise that the Planning Director's decision or order may be contested in accordance with Sections 17.20.080 and 17.20.100.~~

~~(be)~~ When delay in enforcement would seriously threaten the effectiveness of this title or pose a danger to the public health, safety, or welfare, the Code Enforcement Officer ~~Planning Director~~ may seek enforcement without prior written notice by invoking any of the penalties or remedies authorized in Section 14.28.040.

**Section 17.** Section 14.28.040 of the Lake Stevens Municipal Code is hereby amended as follows:

**14.28.040 Violation and Penalty.**

(a) Violation of any provision of this title or any permits issued pursuant to this title shall be enforced pursuant to LSMC Title 17 and be subject to civil penalties as established in LSMC Chapter 17.60. ~~either be (1) a misdemeanor subject to a jail term of not more than one year, a fine of not more than \$1,000, or both such fine and imprisonment for willful violations, or (2) subject to abatement, civil fines, penalties, costs, and enforcement pursuant to Title 17 of the Lake Stevens Municipal Code for all other violations.~~

~~(b) Except as otherwise provided herein, violation of the provisions of this title or any permits issued pursuant to this title shall also subject the offender to a civil penalty of \$500.00 for each and every violation. If the offender fails to pay this penalty within 10 days after being cited for a violation, the penalty may be recovered by the City in a civil action in the nature of debt and in accordance with Chapter 17.20. A civil penalty may not be contested to the Hearing Examiner if the offender was sent a final notice of violation in accordance with Sections 14.28.030 and 17.20.070 and did not contest the notice of violation to the Hearing Examiner within the prescribed time as set forth in Sections 17.20.080 and 17.20.100.~~

(c) Violations of Section 14.76.120 (Retention and Protection of Large Trees) or any permits or permit conditions imposed pursuant to that section shall be subject to LSMC Title 17 and the civil penalties established in LSMC Section 17.60.020, along with any other penalties, sanctions, restitution or fines provided for any other provisions of law. ~~remedied by the forfeiture, by the violator, to the City of the value of the trees removed, plus \$3,000 per tree, plus any costs incurred in determining said value. Value shall be determined by the submission of receipts by the applicant or, in the absence of receipts, by a certified arborist or timber estimator engaged by the City for this purpose. Three new trees of six-inch trunk diameter at breast height (dbh) shall be planted to replace each tree lost as a result of said violations. The location these trees are to be planted shall be approved by the Planning Director. A maintenance bond shall be provided pursuant to Sections 14.16A.180(d) and (g)(3) to ensure survival of the replacement trees for two years from the date of planting. Sections 14.76.120(g) and (h) which prohibit development and building permits from being issued prior to actual tree replacement shall be applied to this section. Completion securities authorized by Section 14.16A.180(c) shall not be allowed in lieu of actual tree replacement.~~

~~(d) This title may also be enforced by any appropriate equitable action.~~

~~(e) Each day that any violation continues after notification by the Planning Director that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.~~

~~(f) Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this title.~~



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** July 13, 2021

**Subject:** American Rescue Plan Act – Funding Overview

<b>Contact</b>	Russ Wright, Comm. Dev. Director	<b>Budget</b>	Future
<b>Person/Department:</b>	Barb Stevens, Finance Director	<b>Impact:</b>	<u>priorities</u>

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

Authorize Mayor and staff to distribute ARPA funds as recommended

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**SUMMARY/BACKGROUND:**

The City will receive \$9.466 million in federal funds from the American Rescue Plan Act (ARPA). Under the new ARPA program, funds can be used for the following:

- Compensate cities for lost revenues
- Necessary investments in water, sewer, or broadband
- Assistance to households and low-income communities
- Assistance to small business or non-profits
- Assistance to impacted industries such as travel, tourism and hospitality
- Employee pay and premium pay for essential workers

In 2020, the city used CARE funds to provide grants to small businesses and non-profit entities, purchase personal protective equipment for staff and cleaning equipment for city facilities amongst other items and hazard pay for essential workers. Management staff has met with the Mayor, Council President and City Administrator to discuss priority uses for the American Rescue Plan Act funds. The following programs have been identified for ARPA allocations:

1. Fund positions (see staff report from Director Warrington)
2. Capital investments and planning for stormwater improvements, water improvements, sewer and broadband communications including Hartford / Machias area, 91<sup>st</sup>/24<sup>th</sup> improvements, Main Street improvements, Lake outfall, etc.
3. Fund process improvements and software to reduce in person meetings such as launching the civic rec program for scheduling rentals.
4. Additional direct assistance for non-profits such as the food bank.

Funds must be committed by Dec 31, 2024 and spent by Dec 31, 2026

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**APPLICABLE CITY POLICIES:** Capital Project Priorities

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**BUDGET IMPACT:** Future priorities on different revenue streams.

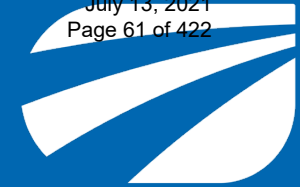
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**ATTACHMENTS:**

MRSC ARPA Slideshow

# AMERICAN RESCUE PLAN ACT UPDATE 06/02/2021

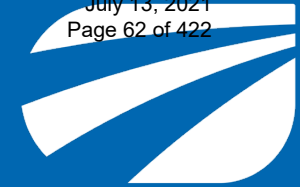




# Local Fiscal Recovery Funds

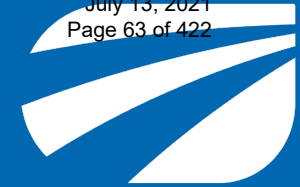
- **Uses of Funds**

- To respond to the public health emergency caused by COVID-19
- To provide assistance to households, small businesses, and nonprofits related to negative economic impacts of COVID-19
- To aid impacted industries such as tourism, travel, and hospitality
- For premium pay (hazard pay) up to \$13/hour, not to exceed \$25,000 to any individual employee, to eligible local government essential workers
- For grants to eligible private employers to provide hazard pay to essential workers
- To provide government services to the extent of the reduction in revenue of such cities/counties due to COVID-19 relative to revenue collected in the most recent full fiscal year prior to the emergency
- To make necessary investments in water, sewer, or broadband



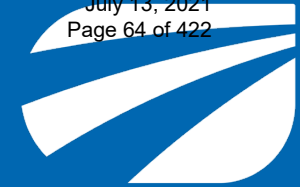
# Local Fiscal Recovery Funds

- **Assistance to households**
  - Food assistance
  - Rent assistance
  - Mortgage assistance
  - Utility assistance
  - Counseling and legal aid to prevent eviction or homelessness
  - Cash assistance (take guidance from per person amounts previously provided by federal government in response to COVID)
  - Emergency assistance for burials, home repairs, weatherization
  - Internet access or digital literacy assistance
  - Job training to address negative economic or public health impacts experience due to a worker's occupation or level of training.



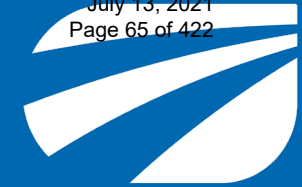
# Local Fiscal Recovery Funds

- **Assistance to small business or non-profits**
  - Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure
    - Supporting payroll and benefits costs
    - Costs to retain employees
    - Mortgage, rent, or utility costs
    - Other operating costs
  - Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation
    - Physical plant changes to enable social distancing
    - Enhanced cleaning efforts, barriers, or partitions
    - COVID-19 vaccination, testing, or contact tracing programs
  - Technical assistance, counseling, or other services to assist with business planning needs



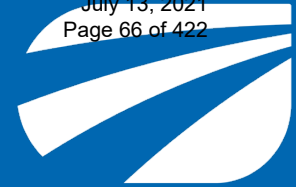
# Local Fiscal Recovery Funds

- **Assistance to impacted industries such as travel, tourism, and hospitality**
  - Aid to support safe reopening of businesses in tourism, travel and hospitality
  - Aid a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to pandemic
  - Maintain records to support assessment of how businesses receiving assistance were affected by the negative impacts of the pandemic and how the aid provided responds to these impacts
    - Ex. Nationwide leisure and hospitality industry experienced approximately 17% decline in employment and 24% decline in revenue
    - Document, document, and document



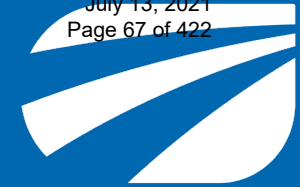
# Local Fiscal Recovery Funds

- Based on entity-wide revenues – not revenue by revenue
- Includes:
  - Taxes
  - Current charges
  - Miscellaneous revenues
  - State-shared revenues
- Loss can be calculated at four points – December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023
- Formula for calculation can be found on [Treasury website](#) FAQ (section 3.5)
  - Growth adjustment is greater of 4.1% and the local governments average annual revenue growth over the three full fiscal years prior to COVID-19
  - Projections cannot be used



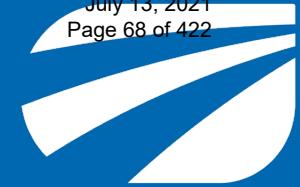
# Local Fiscal Recovery Funds

- **Employee pay and premium pay**
  - LFRF can be used for payroll and benefits expenses for public safety, public health, health care, human services, etc. as long as the position spends at least 50% of their time responding to the COVID-19 public emergency
  - Premium pay can be used for essential workers in critical infrastructure that regularly perform in-person work, interact with others at work, or physically handle items handled by other.
    - Includes healthcare, education, childcare, transportation, sanitation, grocery and food production, and public health and safety
    - Interim rule emphasizes prioritizing lower income workers
    - Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification
  - Any third-party employer is eligible for grants of premium pay
    - Document, document, document



# Local Fiscal Recovery Funds

- **Assistance to low-income and disproportionately-impacted communities**
  - Addressing health disparities: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs
  - Building stronger neighborhoods & communities: supportive housing, development of affordable housing, housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity.
  - Addressing educational disparities: early learning services, increasing resources for high-poverty school districts, tutoring and afterschool programs, supports for students social, emotional, and mental health needs
  - Childcare, enhanced services for child-welfare involved families and foster youth

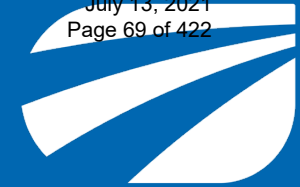


# Local Fiscal Recovery Funds

- **Unallowable uses**

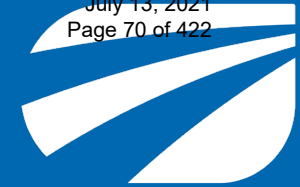
- Extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability
- Payments of principal and interest on loans
- Replenishing budget stabilization fund, rainy day fund, or similar reserve accounts
- Infrastructure projects outside of water, sewer, and broadband that do not respond to a specific pandemic-related public health need
- Non-federal match for grants





# Local Fiscal Recovery Funds

- **Reporting requirements**
  - Financial records and supporting documentation
    - Retained for 5 years **after** all funds expended or returned to Treasury
  - Metropolitan cities and counties quarterly reports
    - First interim report covers from date of award to July 31, 2021 – due Aug 31, 2021
    - All other quarterly reports due 30 days after end of quarter
    - Reports should include project and expenditure report, and annual recovery plan performance reports
    - Project reports should include include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information about utilization of funds
    - Annual report is all activity through July 31<sup>st</sup> – due August 31 (see Treasury FAQ section 9.2)
  - Nonentitlement units
    - Annually, through September 30<sup>th</sup> – due October 31<sup>st</sup>
    - Reports should include project and expenditure report

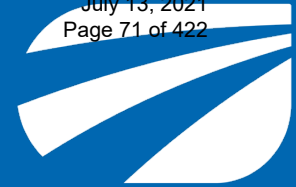


# Local Fiscal Recovery Funds

- **Other items**

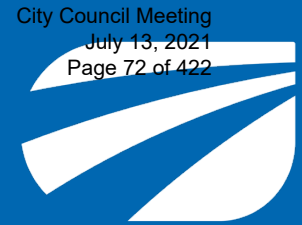
- Funds must be committed by Dec 31, 2024 and spent by Dec 31, 2026
- Authorized representative is an individual with the legal authority to bind the government entity
- There is no specific application deadline to apply for funds
- NEUs limited to allocation of 75% of total operating budget
- Interest earned does not need to be remitted to the Treasury
- LFRF may be used for payroll and benefits of employees corresponding to time spent on work due to COVID-19 – includes disbursing payments of LFRF and managing grant programs using LFRF
- Single Audit will apply for most of the provisions of ARPA
  - Required when an organization expends over \$750,000 in federal funds
  - Check [beta.sam.gov](https://beta.sam.gov) for provisions that do not apply

# GFOA ARPA Guiding Principles

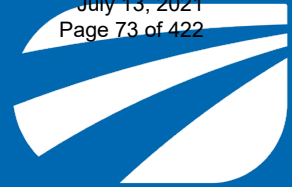


- Consider temporary nature of ARPA funds
  - Avoid new programs or add-ons to existing programs that require on-going funding
  - Consider investment in eligible critical infrastructure – non-recurring and important long-term
- Be informed of ARPA plans throughout the community
  - Consider regional initiatives and partnerships
    - What are other agencies planning?
    - How can those plans be augmented?
  - Remain cognizant of state-level ARPA efforts
    - Infrastructure
    - Potential enhancements of state funding resources

# GFOA ARPA Guiding Principles



- Take time and be thoughtful
  - Consider program eligibility from other federal and state programs
  - Try to spread expenditures over the qualifying period (through December 31, 2024 or December 21, 2026 for capital projects) to help provide stability
  - Consider all alternatives for the most prudent use of ARPA funds



# Other Considerations

- Prepare for the audit
  - Put in place internal controls to ensure compliance with federal requirements
    - Document procedures for disbursement of funds to other agencies
      - Authorization
      - Review of transactions
  - Ensure transactions have required documentation as back-up
  - Have a system in place for tracking expenses
  - Check for suspension and debarment
  - Ensure payment of prevailing wages for public works projects



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[elowell@mrsc.org](mailto:elowell@mrsc.org)



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda** July 13, 2021  
**Date:** \_\_\_\_\_

**Subject:** American Rescue Plan Act (ARPA) funded positions

**Contact** Anya Warrington/Human Resources  
**Person/Department:** \_\_\_\_\_  
**Budget** See Below  
**Impact:** \_\_\_\_\_

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

**Authorize: The City staff to pursue entering a professional services agreement for ARPA Coordination.**

**Authorize: The establishment of two Custodian positions within Public Works**

**Authorize: The reclassification of part-time HR Technician to full-time**

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**SUMMARY/BACKGROUND:**

The City received \$9.466 million in federal funds via the American Rescue Plan Act (ARPA). To accelerate recovery from the COVID-19 pandemic, staff are recommending the City Council authorize the establishment of the following positions:

- One (1) ARPA Coordinator (limited duration consultant). This contracted position will interpret the legislation and communicate the results to stakeholders, support the selection, design, implementation, and evaluation of projects funded by ARPA, and contribute to the overall program management across other City departments and across agencies. The City will seek a professional service agreement for approximately 20 hours per week and the consultant will work closely with the PW Accountant administering the financial side of the ARPA funds. This is a unique opportunity to have a transformational impact on the City and its residents.
- Two (2) Custodians - Public Works Department. These positions will support the increasing cleaning and maintenance of our growing number of city buildings/public spaces due to the effects of COVID-19. Two positions are necessary in order to provide coverage 7 days a week. Duties would include cleaning city buildings on a more frequent basis than currently, cleaning park restrooms, cleaning after events at the Mill, set-up & breakdown after events and City Council meetings. One (1) custodian position was requested in the 2021 budget and did not get approved and is part of the PW Department's plan to bring forward for the 2022 budget. Staff recommends authorizing these positions now versus 2022 and utilizing ARPA funds for salaries and benefits while allowable. In order to establish these positions, the city will need to enter into a Memo of Understanding with Teamsters and bring back to Council for approval of the

salary.

- One (1) HR Technician. This position is currently funded and being recruited for as a part-time (20hr per week) position. Reclassifying this position to full-time has been a part of the HR department's strategic staffing plan and would normally have been requested in the 2022 budget. However, due to the effects of COVID-19, HR services have had to make drastic changes to support a teleworking/hybrid workforce and continued labor requirements related to COVID-19. Staff recommends authorizing this position now versus 2022 by utilizing ARPA funds while allowable in order to support the development of online performance management, online training, electronic forms/employee self-service; support increasing recruitment demands (including the hiring of new ARPA funded positions) to which COVID-19 has caused changes and challenges to the hiring process; to support the safety/health of employees as it relates to COVID-19 labor requirements.

The establishment of these positions are supported by the Mayor, City Administrator, Public Work Director, Finance Director and HR Director.

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**APPLICABLE CITY POLICIES:** N/A

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**BUDGET IMPACT:**

Per the ARPA guidelines, these funds may be used for employee salaries through December 31, 2024. After 2024, the HR Technician and Custodian positions will continue to be funded through the City's normal budget process.

- The ARPA Coordinator will be contracted out and will be brought to Council for approval.
- The Custodian salary range will be determined by a MOU between the City and Teamsters. Based on local City Custodian salaries we expect this to cost \$140,000 for salary/benefits (for 2 positions) and an additional \$85,000 for startup vehicles and equipment costs.
- To make the current half-time HR position to full-time would cost (on the high side) approximately an additional \$48,000 annually for salary/benefits.

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**ATTACHMENTS:**

N/A



**BLANKET VOUCHER APPROVAL  
 2021**

Payroll Direct Deposits	<b>06/25/2021 &amp; 07/10/2021</b>	<b>\$509,593.48</b>
Payroll Checks	<b>53476-53478, 53484-53486</b>	<b>\$11,426.75</b>
Electronic Funds Transfers	<b>ACH</b>	<b>\$164,131.38</b>
Claims	<b>53479-53483, 53487-53595</b>	<b>\$950,129.93</b>
Void Checks		
Total Vouchers Approved:		<b>\$1,635,281.54</b>

**This 13th day of July 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

July 13, 2021



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

Personnel Costs	\$	521,020	32%
Payroll Federal Taxes	\$	90,579	6%
Retirement Benefits - Employer	\$	62,848	4%
Other Employer paid Benefits	\$	570	0%
Employee paid benefits - By Payroll	\$	11,050	1%
Supplies	\$	31,769	2%
Professional Services	\$	240,717	15%
Refunds	\$	4,433	0%
Capital *	\$	672,294	41%
<b>Total</b>	<b>\$</b>	<b>1,635,282</b>	<b>100%</b>

**Large Purchases**

- \* 91st Ave SE Ext/Water Line Relocation- \$507,088
- \* Grimm House Relocation - \$35,000
- \* Lundeen Park Restoration 2021 - \$19,979



Total for Period
<b>\$1,111,152.80</b>

**Checks to be approved for period 06/17/2021 - 07/07/2021**

**Vendor: Ace Hardware**  
**Check Number: 53487**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
69846	7/7/2021	001 008 521 50 30 00	LE-Facilities Supplies	Primer/Spray Paint	\$5.00
69847	7/7/2021	001 008 521 50 30 00	LE-Facilities Supplies	Shop Towels/Graffiti Remover	\$18.51
70150	7/7/2021	001 008 521 50 30 00	LE-Facilities Supplies	Fasteners	\$0.44
70198	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Pry Bars/Hammers	\$254.92
70199	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Keysafe Lock/Rubber Keychains	\$43.58
70207	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Superglue	\$7.62
70227	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Locks/Citrus Spray	\$193.92
70248	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$27.24
70277	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Wood Glue/Syringes	\$19.59
70310	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Shovel/Ice Scraper	\$59.93
70319	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Turbo Jet Power Washer	\$23.97
70320	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Caulk/PVC Cement/PVC Conduit	\$32.71
70321	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Hose/Wall Mount Hose Hanger	\$61.02
70337	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$34.12
70348	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Oil Teak Finish/State Paincare Quart	\$17.92
70356	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Rope	\$130.79
70365	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Batteries	\$10.89
70389	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	PVC Elbows/Couplings/Pliers/Screws	\$50.58
70391	7/7/2021	001 008 521 50 30 00	LE-Facilities Supplies	Gloves/Cable Ties/Paper Towels	\$476.71
					<b>\$1,469.46</b>

**Vendor: All Battery Sales and Service**  
**Check Number: 53488**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300-10087395	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	AC Adapter Kit	\$23.41
AR-100014993	7/7/2021	410 016 531 10 49 00	SW-Miscellaneous	Finance Charges	\$7.75
					<b>\$31.16</b>

**Vendor: Amazon Capital Services**  
**Check Number: 53489**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1CCP-MKT6-LG3L	7/7/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Survivor Clip Replacement/Reflective Windshield Sunshade	\$44.43
					<b>\$44.43</b>

**Vendor: Amazon Capital Services**  
**Check Number: 53490**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13WJ-GPHN-D4L3	7/7/2021	001 012 575 50 31 00	CS- Pavillion - Ops	Cord Free Stick Vacuum Cleaner - The Mill	\$346.51
1CNM-W63M-TGDQ	7/7/2021	001 004 514 23 31 00	FI-Office Supplies	Coin Sorter Money Tray	\$22.87

1KVR-XYXP-GLWM	7/7/2021	001 007 559 30 31 00	PB-Office Supplies	Ipad Case/Vehicle Mount for Code Enforcement	\$115.10
1KVR-XYXP-KG37	7/7/2021	001 005 518 10 31 00	HR-Office Supplies	Color Ribbon for Card Printer	\$41.97
1PQR-HGCQ-KXR9	7/7/2021	001 007 558 50 31 00	PL-Office Supplies	Notebooks	\$15.66
					<b>\$542.11</b>

**Vendor: Artisan Finishing Systems Inc**

**Check Number: 53491**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
50199	7/7/2021	001 007 558 70 31 00	PL - Citywide Beautification	Round Poles	\$2,522.52
					<b>\$2,522.52</b>

**Vendor: Aukerman**

**Check Number: 53492**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
072321 AUKERMAN	7/7/2021	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Adv Motorcycle Shelton WA - Aukerman	\$165.00
					<b>\$165.00</b>

**Vendor: Axon Enterprise Inc**

**Check Number: 53493**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SI-1744457	7/7/2021	520 008 594 21 63 02	Taser - Capital Equip	Taser Cartridges	\$2,899.40
					<b>\$2,899.40</b>

**Vendor: Barrett**

**Check Number: 53494**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2763	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Debris Removal	\$510.00
2764	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Debris Removal - Festival Street	\$5,355.00
					<b>\$5,865.00</b>

**Vendor: Bills Blueprint Inc**

**Check Number: 53495**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
626309	7/7/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Costco Plan Copies	\$1,277.92
					<b>\$1,277.92</b>

**Vendor: BMI**

**Check Number: 53496**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40274548	7/7/2021	001 013 518 20 49 00	GG-Miscellaneous	Music Profile Fee 2021-2022	\$368.00
					<b>\$368.00</b>

**Vendor: Calliope Consulting LLC**

**Check Number: 53497**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
168	7/7/2021	001 004 514 23 41 00	FI-Professional Service	City Wide Lean Training	\$47.50
168	7/7/2021	001 007 559 30 41 00	PB-Professional Srv	City Wide Lean Training	\$250.00
168	7/7/2021	410 016 531 10 41 01	SW-Professional Services	City Wide Lean Training	\$147.50
168	7/7/2021	001 013 518 20 41 00	GG-Professional Service	City Wide Lean Training	\$62.50
168	7/7/2021	001 007 558 50 41 00	PL-Professional Servic	City Wide Lean Training	\$250.00
168	7/7/2021	001 010 576 80 41 00	PK-Professional Services	City Wide Lean Training	\$62.50
168	7/7/2021	001 001 513 10 49 00	Executive - Miscellaneous	City Wide Lean Training	\$250.00

168	7/7/2021	001 005 518 10 41 00	HR-Professional Services	City Wide Lean Training	\$185.00
168	7/7/2021	101 016 542 30 41 02	ST-Professional Service	City Wide Lean Training	\$160.00
168	7/7/2021	001 003 514 20 41 00	CC-Professional Services	City Wide Lean Training	\$142.50
168	7/7/2021	001 006 518 80 41 00	IT-Professional Services	City Wide Lean Training	\$192.50
168	7/7/2021	001 008 521 20 41 00	LE-Professional Services	City Wide Lean Training	\$500.00
169	7/7/2021	001 005 518 10 41 00	HR-Professional Services	City Wide Lean Training Contract Services 06-2021	\$903.13
					<b>\$3,153.13</b>

**Vendor: Canon Financial Services Inc**  
**Check Number: 53498**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
26866590	7/7/2021	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$285.26
26896156	7/7/2021	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$17.07
26896156	7/7/2021	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$17.08
					<b>\$319.41</b>

**Vendor: Carlson**  
**Check Number: 53499**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521 ALLPHASE	7/7/2021	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal Services - Retention Pond Clean Up	\$4,632.50
					<b>\$4,632.50</b>

**Vendor: Cascade Collision Center Inc**  
**Check Number: 53500**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4824	7/7/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Repair Services PT-16-61	\$1,605.31
					<b>\$1,605.31</b>

**Vendor: CDW Government Inc**  
**Check Number: 53501**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
D117303	7/7/2021	001 006 518 80 31 00	IT-Office Supplies	Proline Fibre Optic	\$52.32
D369633	7/7/2021	001 004 514 23 31 00	FI-Office Supplies	USB-C Dock	\$378.86
D606090	7/7/2021	306 000 369 91 00 00	Misc Revenues	Volumn Control Credit Inv 4995681 (2020)	(\$47.40)
D937412	7/7/2021	306 000 369 91 00 00	Misc Revenues	Wall Mounts Credit Inv 5198917 (2020)	(\$948.00)
D938426	7/7/2021	306 000 369 91 00 00	Misc Revenues	Ceiling Speakers Credit Inv 4995681 (2020)	(\$66.36)
D939179	7/7/2021	306 000 594 21 60 00	Police Dept Project Account	Ceiling Speakers Credit Inv 7279283	(\$66.36)
D990028	7/7/2021	510 006 518 80 49 37	LR - Fortivoice	Fortinet Coterm Renewal	\$921.05
F070273	7/7/2021	306 000 369 91 00 00	Misc Revenues	Mounts/Brackets Credit Inv 5196917 (2020)	(\$300.99)
F074554	7/7/2021	001 004 514 23 31 00	FI-Office Supplies	Lenovo ThinkPad	\$1,933.80
F194489	7/7/2021	306 000 369 91 00 00	Misc Revenues	Amplifier/Analog Mixer Credit Inv 4815602 (2020)	(\$948.79)
F229805	7/7/2021	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Annual Microsoft Suite	\$47,354.07
F775921	7/7/2021	510 006 518 80 49 35	LR - AutoDesk Civil 3D	AutoDesk Civil 3D 1Y Term	\$4,757.74
F915673	7/7/2021	001 006 518 80 31 00	IT-Office Supplies	Hard Drives	\$755.15
					<b>\$53,775.09</b>

**Vendor: Cellebrite Inc**  
**Check Number: 53502**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q-199228-3	7/7/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	UFED 4PC Ultimate SW Renewal	\$4,687.00
					<b>\$4,687.00</b>

**Vendor: Central Welding Supply Co Inc**  
**Check Number: 53503**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV293055	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Propane/Steel Forklift Propane Cylinder	\$434.12
					<b>\$434.12</b>

**Vendor: Chicago Title Company of Washington**  
**Check Number: 53504**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
500121072/1	7/7/2021	001 007 558 50 41 00	PL-Professional Serv	Title Report for Cedarwood Property	\$384.30
					<b>\$384.30</b>

**Vendor: Chilwon Corporation**  
**Check Number: 53505**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LSPD015	7/7/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Uniform Cleaning Services PD	\$341.44
					<b>\$341.44</b>

**Vendor: Chinook Lumber Inc**  
**Check Number: 53506**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
152799	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Z-Metal Credit	(\$17.23)
1749445	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Lumber	\$148.07
1750605	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Z-Metal	\$34.46
1750647	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Cedar Fencing	\$1,275.30
1750669	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Lumber	\$312.74
1752499	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Metal Roofing/Gable Trim/Endwall Finishing/Ridge Cap	\$435.50
1752546	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Corrugated Panel	\$195.34
1753850	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Zincalume C-Metal	\$67.04
					<b>\$2,451.22</b>

**Vendor: Cintas Loc 460**  
**Check Number: 53507**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4086873394	7/7/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$99.25
4086873394	7/7/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$99.24
4086873394	7/7/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$99.25
4087534980	7/7/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$99.25
4087534980	7/7/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$99.25
4087534980	7/7/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$99.24
4088193560	7/7/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$99.25
4088193560	7/7/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$99.24
4088193560	7/7/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$99.25
					<b>\$893.22</b>

**Vendor: City of Everett**  
**Check Number: 53508**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I21003153	7/7/2021	001 008 554 30 41 00	LE - Animal Control	Animal Control Services 05-2021	\$220.00
I21003157	7/7/2021	001 008 554 30 41 00	LE - Animal Control	Animal Boarding & Pet Services	\$620.00
I21003170	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$165.00
					<b>\$1,005.00</b>

**Vendor: ClearGov Inc**  
**Check Number: 53509**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-11073	7/7/2021	510 006 518 80 49 43	LR - ClearGov	Digital Budget Book Suite Subscription 06/30/21 - 06/29/22	\$5,664.00
					<b>\$5,664.00</b>

**Vendor: Comcast**  
**Check Number: 53510**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0621 COMCAST	7/7/2021	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	\$400.01
0621 COMCAST	7/7/2021	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0621 COMCAST	7/7/2021	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$320.01
0621 COMCAST	7/7/2021	001 012 575 30 42 00	CS- Museum - Communications	Internet Services - N Lakeshore Dr	\$146.19
					<b>\$1,002.40</b>

**Vendor: Cooper**  
**Check Number: 53511**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071121 COOPER	7/7/2021	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals SLI Richland WA - Cooper	\$360.00
					<b>\$360.00</b>

**Vendor: Dataquest LLC**  
**Check Number: 53512**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15317	7/7/2021	001 010 576 80 41 00	PK-Professional Services	Background Checks - New Employees	\$38.13
15317	7/7/2021	001 010 576 80 41 00	PK-Professional Services	Background Checks - New Employees	\$79.50
15317	7/7/2021	410 016 531 10 41 01	SW-Professional Services	Background Checks - New Employees	\$53.37
15317	7/7/2021	101 016 542 30 41 02	ST-Professional Service	Background Checks - New Employees	\$45.75
15317	7/7/2021	001 013 518 20 41 00	GG-Professional Service	Background Checks - New Employees	\$15.25
					<b>\$232.00</b>

**Vendor: David Evans and Associates Inc**  
**Check Number: 53513**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
489390	7/7/2021	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Services - Sherwood SP Review	\$1,149.20
					<b>\$1,149.20</b>

**Vendor: Davido Consulting Group Inc**  
**Check Number: 53514**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0036849	7/7/2021	411 016 594 31 60 07	Wier Replacement Scope Design	Outlet Strategic Planning Engineering Services	\$21,013.94
					<b>\$21,013.94</b>

**Vendor: DB Davis LLC**  
**Check Number: 53515**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
016-21	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Grimm House Relocation	\$34,999.90
					<b>\$34,999.90</b>

**Vendor: DEK Enterprises**  
**Check Number: 53516**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
135133	7/7/2021	001 008 521 20 41 00	LE-Professional Services	Update Service Hours on PD Doors	\$136.25
					<b>\$136.25</b>

**Vendor: Dept Graphics**  
**Check Number: 53517**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
11105	7/7/2021	001 008 521 20 31 06	LE-Emergency Mgmt Supplies	Remove/Replace Graphics on Emergency Mgmt Trailer	\$768.60
11198	7/7/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Installed PT-16-61	\$636.84
					<b>\$1,405.44</b>

**Vendor: Dept of Licensing**  
**Check Number: 53518**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070321 DOL	7/7/2021	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 06/13/21 thru 07/03/21	\$432.00
					<b>\$432.00</b>

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

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521	6/29/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,575.00
					<b>\$2,575.00</b>

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

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521	6/29/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$62,710.53
062521S	6/29/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	\$137.95
					<b>\$62,848.48</b>

**Vendor: Dept of Revenue EFT**  
**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
May2021	6/29/2021	302 010 594 76 61 01	PM - North Cove Capital	Sales & Use Taxes - May 2021	\$381.64
May2021	6/29/2021	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes - May 2021	\$0.90
					<b>\$382.54</b>

**Vendor: Dept of Revenue Leasehold EFT**  
**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q1 2021	5/3/2021	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q1 2021 Leasehold Excise Tax	\$3,108.52
Q1 2021	5/3/2021	001 013 518 90 49 06	GG-Excise Tax	Q1 2021 Leasehold Excise Tax adj	(\$0.01)
					<b>\$3,108.51</b>



**Vendor: Dicks Towing Inc**  
**Check Number: 53519**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
73727	7/7/2021	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-12540	\$115.29
					<b>\$115.29</b>

**Vendor: Diekman Polygraphy Services**  
**Check Number: 53520**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-18	7/7/2021	001 008 521 20 41 00	LE-Professional Services	Polygraphy Services PD	\$225.00
					<b>\$225.00</b>

**Vendor: EASL Inc**  
**Check Number: 53521**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LS-0721	7/7/2021	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 06-2021	\$5,002.61
					<b>\$5,002.61</b>

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

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521	6/29/2021	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$90,578.99
					<b>\$90,578.99</b>

**Vendor: Electronic Business Machines**  
**Check Number: 53522**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR194858	7/7/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$83.97
AR194859	7/7/2021	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$79.84
AR194859	7/7/2021	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$79.84
AR194859	7/7/2021	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$79.84
AR194859	7/7/2021	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$79.84
AR195177	7/7/2021	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$568.64
					<b>\$971.97</b>

**Vendor: Elite Securities Inc**  
**Check Number: 53523**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
38656	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Install Key Cores at Park & Decant Facility	\$1,023.68
38656	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Install Key Cores at Park & Decant Facility	\$113.74
38788	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Re-Key Lundeen Concessions	\$388.04
					<b>\$1,525.46</b>

**Vendor: Engineering Business Systems Inc**  
**Check Number: 53524**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
130082	7/7/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Plotter Paper	\$285.53
130337	7/7/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Ink for Plotter	\$202.42
					<b>\$487.95</b>

**Vendor: Ewing Irrigation Products Inc**

**Check Number: 53525**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14497943	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Valve Decoder	\$131.04
					<b>\$131.04</b>

**Vendor: Farmer**

**Check Number: 53526**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061821 FARMER	7/7/2021	001 007 559 30 32 00	PB-Fuel	Fuel Reimbursement - Farmer	\$45.55
					<b>\$45.55</b>

**Vendor: Fastenal Company**

**Check Number: 53527**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN149781	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Assorted Freeze Pop/Drink Powder	\$52.61
WAARN149781	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Assorted Freeze Pop/Drink Powder	\$52.62
WAARN149781	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Assorted Freeze Pop/Drink Powder	\$52.62
					<b>\$157.85</b>

**Vendor: Florida State Disbursement Unit**

**Check Number: 53479**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200000082DR34	6/29/2021	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	\$177.57
					<b>\$177.57</b>

**Vendor: Griffen**

**Check Number: 53528**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1A0174807	7/7/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$225.00
5Z0127559	7/7/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
9Z0362324	7/7/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
XZ0169018	7/7/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
XZ0510072	7/7/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
XZ0510704	7/7/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
XZ0663625	7/7/2021	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
					<b>\$2,025.00</b>

**Vendor: Home Depot**

**Check Number: 53529**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1130067	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Extension Ladder	\$64.42
1130067	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Extension Ladder	\$64.41
1130067	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Extension Ladder	\$64.42
3012195	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	9-Volt Batteries/Stud Finder/Circ Saw/Clipboards	\$383.42
3015205	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Cooling Neck Gaiter/Fase Masks	\$24.95
4012021	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Electric Door Lock with Lever	\$129.95
4012072	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Concrete Mix	\$189.33
4012094	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Lightbulbs	\$45.86
4015088	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Sealant/Heavy Duty Wipes	\$49.21

5011851	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	PVC Cement/Male Adapter/Coupling	\$9.38
5011917	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Bath Faucet/Faucet Tool/Hook	\$123.54
6013279	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Contractor Nozzles	\$22.88
7013123	7/7/2021	001 006 518 80 31 00	IT-Office Supplies	Shelf Brackets	\$43.69
8014500	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Metal Screws	\$1.29
9014319	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Rags/Kitchen Faucet/Gloves	\$216.72
9014344	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Telescoping Basin Wrench	\$54.58
					<b>\$1,488.05</b>

**Vendor: Honey Bucket**  
**Check Number: 53530**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0552093690	7/7/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$123.50
0552142887	7/7/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$123.50
0552152191	7/7/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	\$330.89
0552160619	7/7/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	\$249.15
0552165016	7/7/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Library	\$240.55
0552165017	7/7/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	\$218.50
0552165018	7/7/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	\$142.50
0552173609	7/7/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	\$142.50
0552176088	7/7/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	\$170.50
					<b>\$1,741.59</b>

**Vendor: Horizon Distributors Inc**  
**Check Number: 53531**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2M110229	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Turfgro	\$903.43
					<b>\$903.43</b>

**Vendor: HSA Bank**  
**Check Number: 53480**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521	6/29/2021	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$250.00
					<b>\$250.00</b>

**Vendor: Industrial Bolt & Supply Inc**  
**Check Number: 53532**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
758137-1	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Crimp Steel/Batt Fusion/Brake Cleaner/Wash Killer	\$201.68
758137-1	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Crimp Steel/Batt Fusion/Brake Cleaner/Wash Killer	\$201.68
758137-1	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Crimp Steel/Batt Fusion/Brake Cleaner/Wash Killer	\$201.67
758137-2	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Stain/Odor Eliminator/Cabinet Aerosol	\$55.32
					<b>\$660.35</b>

**Vendor: Iron Mountain Quarry LLC**  
**Check Number: 53533**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0318113	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Rock	\$600.80
					<b>\$600.80</b>

**Vendor: J Thayer Company Inc**

**Check Number: 53534**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1530091-0	7/7/2021	001 007 558 50 31 00	PL-Office Supplies	Folders	\$32.83
1530091-0	7/7/2021	101 016 544 90 31 01	ST-Office Supplies	Scissors/Tape Dispenser/Hole Punch	\$18.17
1530091-0	7/7/2021	410 016 531 10 31 01	SW-Office Supplies	Scissors/Tape Dispenser/Hole Punch	\$18.17
1530091-1	7/7/2021	001 013 518 20 31 00	GG-Operating Costs	Folders	\$10.89
1531312-0	7/7/2021	410 016 531 10 31 01	SW-Office Supplies	Hole Punch	\$23.87
1531312-0	7/7/2021	001 013 518 20 31 00	GG-Operating Costs	Tissues/Highlighters/Envelopes/Batteries	\$87.81
1531312-0	7/7/2021	001 007 559 30 31 00	PB-Office Supplies	Certificates	\$16.26
1531312-0	7/7/2021	001 007 558 50 31 00	PL-Office Supplies	Earbuds	\$5.89
1531497-0	7/7/2021	001 012 575 50 31 00	CS- Pavillion - Ops	Trash Bags/Toilet Paper/Soap/Paper Towels/Kleenex	\$414.63
C1530091-0	7/7/2021	101 016 544 90 31 01	ST-Office Supplies	Hole Punch Credit	(\$6.48)
C1530091-0	7/7/2021	410 016 531 10 31 01	SW-Office Supplies	Hole Punch Credit	(\$6.47)
					<b>\$615.57</b>

**Vendor: Keating Bucklin & McCormack Inc**

**Check Number: 53535**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10814	7/7/2021	410 016 531 10 41 01	SW-Professional Services	Investigation Services	\$1,822.50
					<b>\$1,822.50</b>

**Vendor: Kidwell**

**Check Number: 53536**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070121 KIDWELL	7/7/2021	001 000 382 10 00 01	The Mill - Deposit	Refund - The Mill Rental 07/01/2021 - Kidwell	\$2,300.00
					<b>\$2,300.00</b>

**Vendor: Lake Industries LLC**

**Check Number: 53537**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
288855	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Pea Gravel	\$88.85
39927	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Hauling Out Concrete with Metal	\$576.00
39936	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Hauling Services - Festival Street	\$456.00
39939	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Hauling Services	\$168.00
39939	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Hauling Services	\$168.00
39953	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Hauling Services - Fesitval Street	\$924.00
39958	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Hauling Services	\$210.00
39958	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Hauling Services	\$210.00
39963	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Hauling Services - Festival Street	\$720.00
39980	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Hauling Services - Festival Street	\$1,296.00
39986	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Hauling Services - Festival Street	\$168.00
					<b>\$4,984.85</b>

**Vendor: Lake Stevens Chamber of Commerce**

**Check Number: 53538**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0721 CHAMBER	7/7/2021	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 07-2021	\$1,500.00
					<b>\$1,500.00</b>

**Vendor: Lake Stevens Police Guild**

**Check Number: 53481**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521	6/29/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,086.75
					<b>\$1,086.75</b>

**Vendor: Land Development Consultants Inc**

**Check Number: 53539**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
23883	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street Design	\$29,775.34
23889	7/7/2021	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Powerline Trail Design	\$20,975.26
23890	7/7/2021	001 007 558 50 41 00	PL-Professional Serv	Festival Street Parking Lot Design	\$5,098.65
					<b>\$55,849.25</b>

**Vendor: Lavering**

**Check Number: 53540**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070121 LAVERING	7/7/2021	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - The Mill Hartford Hall 07/01/21 Lavering	\$250.00
					<b>\$250.00</b>

**Vendor: Les Schwab Tire Center**

**Check Number: 53541**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40200557213	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Tire Balance/Road Control PW49	\$163.39
40200558875	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	New Tires PW47	\$663.46
					<b>\$826.85</b>

**Vendor: LN Curtis & Sons**

**Check Number: 53542**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV498871	7/7/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Bothell Carrier - Bernhard	\$228.90
					<b>\$228.90</b>

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

**Check Number: 53543**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14628	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Perforated Square Sign Posts	\$2,282.28
14629	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Perforated Square Sign Posts	\$1,607.97
14673	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Signs - Public Works	\$485.60
14677	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Signs - North Cove Park Rules	\$291.03
					<b>\$4,666.88</b>

**Vendor: Michael**

**Check Number: 53544**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051521 MICHAEL	7/7/2021	111 008 521 20 31 01	Drug Seize - Canine Supplies	Reimburse - Boarding Charges for K9 Cia - Michael	\$78.00
060121 MICHAEL	7/7/2021	111 008 521 20 31 01	Drug Seize - Canine Supplies	Reimburse - Boarding Charges for K9 Cia - Michael	\$164.00
					<b>\$242.00</b>

**Vendor: Mumma**  
**Check Number: 53545**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062821 MUMMA	7/7/2021	001 007 559 30 31 00	PB-Office Supplies	Reimburse - Water for Building Inspectors During Heat Wave	\$34.84
					<b>\$34.84</b>

**Vendor: National Construction Rentals Inc**  
**Check Number: 53546**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6159298	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Temporary Fence Panels - 1804 Main St	\$5,926.55
					<b>\$5,926.55</b>

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

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521	6/29/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,093.36
					<b>\$4,093.36</b>

**Vendor: Nelson Distributing Inc**  
**Check Number: 53547**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0766501-IN	7/7/2021	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$292.35
0766501-IN	7/7/2021	101 016 542 30 32 00	ST-Fuel	Fuel	\$877.05
0766501-IN	7/7/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel	\$146.18
0766501-IN	7/7/2021	001 008 521 20 32 00	LE-Fuel	Fuel	\$730.88
0766501-IN	7/7/2021	410 016 531 10 32 00	SW-Fuel	Fuel	\$877.05
					<b>\$2,923.51</b>

**Vendor: Northwest Parking Equipment Company Inc**  
**Check Number: 53548**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
006	7/7/2021	001 007 571 00 30 00	PL-Park & Recreation	Rolls of Tickets for fee Machine	\$360.46
					<b>\$360.46</b>

**Vendor: O Reilly Auto Parts**  
**Check Number: 53549**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-266799	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Filters PW76	\$374.51
2960-266895	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Gloves	\$25.54
2960-266895	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Gloves	\$25.54
2960-266895	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Gloves	\$25.53
2960-266916	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Filters PW76	\$158.76
2960-267803	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Degreaser/Wash Brush/Chenille Mit	\$33.41
2960-267803	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Degreaser/Wash Brush/Chenille Mit	\$33.41
2960-267803	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Degreaser/Wash Brush/Chenille Mit	\$33.41
2960-268613	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Speaker Wire	\$5.09
2960-268613	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Speaker Wire	\$5.08
2960-268613	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Speaker Wire	\$5.08
2960-268614	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Barrel Fan	\$145.33

2960-268614	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Barrel Fan	\$145.33
2960-268614	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Barrel Fan	\$145.33
					<b>\$1,161.35</b>

**Vendor: Office of the State Treasurer**

**Check Number: 53550**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0621 STATE	7/7/2021	633 000 586 00 00 01	State Court Remit	State Court Fees 06-2021	\$20,161.54
0621 STATE	7/7/2021	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 06-2021	\$1,601.00
					<b>\$21,762.54</b>

**Vendor: Ogden Murphy Wallace PLLC**

**Check Number: 53551**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
851485	7/7/2021	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 05-2021	\$8,617.50
851485	7/7/2021	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 05-2021 Costco Development Agmt	\$1,552.50
851485	7/7/2021	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 05-2021 PRR	\$1,575.00
851485	7/7/2021	401 070 515 41 41 00	SE - Legal Services	Legal Services 05-2021 Sewer	\$1,512.50
851485	7/7/2021	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 05-2021	\$189.00
851485	7/7/2021	401 070 515 45 41 00	SE - Legal Litigation	Legal Services 05-2021 Sewer	\$11,354.36
					<b>\$24,800.86</b>

**Vendor: Pavement Markings Inc**

**Check Number: 53552**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2364	7/7/2021	302 010 594 76 61 02	PM - Lundeen Park Capital	Lundeen Park Restoration 2021	\$19,979.00
					<b>\$19,979.00</b>

**Vendor: Pilchuck Equipment Rental and Sales**

**Check Number: 53553**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
118832	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Scissor Lift Rental	\$300.58
					<b>\$300.58</b>

**Vendor: Pitney Bowes**

**Check Number: 53554**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3313787975	7/7/2021	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental 04/23/21 - 07/22/21	\$353.32
					<b>\$353.32</b>

**Vendor: Precision Turf Equipment LLC**

**Check Number: 53555**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12088-48139	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Tap Heads	\$206.54
					<b>\$206.54</b>

**Vendor: Puget Sound Clean Air Agency**

**Check Number: 53556**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q3 2021 PSCAA	7/7/2021	001 013 553 70 41 00	GG - Air Pollution	Q3 2021 Clean Air Assesment	\$5,679.00
					<b>\$5,679.00</b>

**Vendor: Puget Sound Energy**

**Check Number: 53557**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22339471 0621	7/7/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	Natural Gas - The Mill	\$159.85
24316495 0621	7/7/2021	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$73.05
24316495 0621	7/7/2021	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$73.04
24316495 0621	7/7/2021	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$73.05
24770236 0621	7/7/2021	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - 10518 18th St SE	\$65.27
3723810 0621	7/7/2021	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - 12301 N Lakeshore Dr	\$70.37
					<b>\$514.63</b>

**Vendor: Purchase Power**

**Check Number: 53558**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01831977 0621	7/7/2021	410 016 531 10 42 00	SW-Communications	Postage	\$0.57
01831977 0621	7/7/2021	101 016 543 30 42 00	ST-Communications	Postage	\$0.57
01831977 0621	7/7/2021	001 007 558 50 42 00	PL-Communication	Postage	\$120.86
01831977 0621	7/7/2021	001 013 518 20 42 00	GG-Communication	Postage	\$178.00
					<b>\$300.00</b>

**Vendor: Reece Construction Company**

**Check Number: 53559**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 4 REECE	7/7/2021	307 000 595 30 60 00	Project Construction Account	91st Ave SE Ext/Water Line Relocation	\$344,554.20
PROGRESS 4 REECE	7/7/2021	307 000 382 20 00 00	Retainage Held	91st Ave SE Ext/Water Line Relocation Retainage	(\$17,164.19)
PROGRESS 5 REECE	7/7/2021	307 000 382 20 00 00	Retainage Held	91st Ave SE Ext/Water Line Relocation Retainage	(\$9,175.64)
PROGRESS 5 REECE	7/7/2021	307 000 595 30 60 00	Project Construction Account	91st Ave SE Ext/Water Line Relocation	\$188,873.56
					<b>\$507,087.93</b>

**Vendor: Rexel USA Inc**

**Check Number: 53560**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1036139	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Insulator/Pipe Clamp/Bracket Credit	(\$94.24)
1Q94519	7/7/2021	302 010 594 76 61 11	PM - Charging Stations	Stranded Copper/Breakers/Lighting	\$5,666.99
1R78387	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Conduit Elbows/Coupling	\$42.11
1R82892	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Breaker/Aluminum/Terminal Adapter/Head Lamps	\$415.92
					<b>\$6,030.78</b>

**Vendor: RP Electronics Inc**

**Check Number: 53561**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6616	7/7/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Fire Alarm Monitoring 1819 S Lake Stevens Rd	\$212.55
					<b>\$212.55</b>

**Vendor: Safety-Kleen Systems Inc**

**Check Number: 53562**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
86096995	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Parts Washer - Solvent	\$248.52
					<b>\$248.52</b>



**Vendor: SCCIT**  
**Check Number: 53563**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12812	7/7/2021	101 016 542 30 49 00	ST-Miscellaneous	2021 SCCIT Membership Dues	\$500.00
					<b>\$500.00</b>

**Vendor: Sherwin-Williams Co**  
**Check Number: 53564**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9386-9	7/7/2021	302 010 594 76 61 09	PM - Davies Beach	Paint/Brushed/Buckets/Gloves/Can Clips	\$1,103.69
9794-4	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Goof Off	\$4.34
9795-1	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Buckets/Wire Rollers	\$112.59
					<b>\$1,220.62</b>

**Vendor: Six Robblees Inc**  
**Check Number: 53565**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14-415258	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	LED Worklamp	\$188.70
					<b>\$188.70</b>

**Vendor: Skittrall**  
**Check Number: 53566**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070121 SKITTRAL	7/7/2021	001 000 362 00 00 05	The Mill - Rental	Refund Rental Difference from Entire Mill to Sawyers Room Only	\$1,184.00
070121 SKITTRAL	7/7/2021	001 000 382 10 00 01	The Mill - Deposit	Refund Deposit Difference from Entire Mill to Sawyers Room Only	\$400.00
					<b>\$1,584.00</b>

**Vendor: Snohomish Co-Op Inc**  
**Check Number: 53567**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
302703	7/7/2021	410 016 531 10 31 00	SW-Clothing	Tee Shirts/Sweatshirts	\$1,769.15
344074	7/7/2021	101 016 544 90 31 02	ST-Operating Cost	Membership Voucher	(\$30.49)
344074	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Membership Voucher	(\$30.48)
344074	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Membership Voucher	(\$30.49)
					<b>\$1,677.69</b>

**Vendor: Snohomish County Dept of Emergency Mgmt**  
**Check Number: 53568**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000556421	7/7/2021	001 013 525 10 41 00	GG-Emergency	Q1/Q2 2021 Emergency Management Services	\$21,897.00
					<b>\$21,897.00</b>

**Vendor: Snohomish County Public Works**  
**Check Number: 53569**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000557780	7/7/2021	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maint 05-2021	\$3,624.66
					<b>\$3,624.66</b>

**Vendor: Snohomish County Public Works Solid Waste**  
**Check Number: 53570**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MR177311	7/7/2021	410 016 531 10 31 02	SW-Operating Costs	Latex Paint Disposal	\$153.00
					<b>\$153.00</b>

**Vendor: Snohomish County PUD**  
**Check Number: 53571**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100522340	7/7/2021	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$203.41
100522340	7/7/2021	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$56.14
100522340	7/7/2021	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$125.12
100522340	7/7/2021	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	\$17.17
100522340	7/7/2021	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$67.53
100522340	7/7/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	200206019 The Mill Water	(\$10.68)
100522340	7/7/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	200206019 The Mill Electric	\$333.34
100522340	7/7/2021	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$1,882.62
100522340	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$25.28
100522340	7/7/2021	001 012 572 20 47 00	CS- Library-Utilities	200206019 Library Electric	\$418.85
100522340	7/7/2021	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$139.79
100522727	7/7/2021	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Water 12308 17th Pl NE	\$60.24
100522727	7/7/2021	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Electric 12308 17th Pl NE	\$16.60
100523843	7/7/2021	001 008 521 50 47 00	LE-Facility Utilities	204719082 New PD Station Water/Electric	\$1,300.24
105588731	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
108888836	7/7/2021	001 010 576 80 47 00	PK-Utilities	222625881 8801 Fronier Cir W Water	\$57.64
108895248	7/7/2021	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	\$427.40
115482276	7/7/2021	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 - 1819 S Lake Stevens Rd Commercial	\$587.52
115484980	7/7/2021	001 012 575 51 47 00	CS- Grimm House Utilities	222484701 Grimm House Electric	\$196.63
115486480	7/7/2021	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	\$70.92
118785176	7/7/2021	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	\$57.64
122105946	7/7/2021	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	\$24.36
122108798	7/7/2021	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$18.32
125424529	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$51.25
125426950	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$10,980.64
125426951	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,500.18
125426952	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
					<b>\$20,006.85</b>

**Vendor: Snohomish County PUD**  
**Check Number: 53572**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
132005245	7/7/2021	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	\$77.78
132007404	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$126.35
132009401	7/7/2021	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	\$19.51
138517818	7/7/2021	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$18.32
138518403	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$64.76
141831761	7/7/2021	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	\$107.06

145166958	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$44.74
151756703	7/7/2021	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$56.86
151756703	7/7/2021	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$56.87
151756703	7/7/2021	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$56.86
151759334	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	\$45.26
158195573	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$28.30
158198015	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	\$43.37
158199401	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$39.51
158199401	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$42.21
158201685	7/7/2021	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$204.10
158201685	7/7/2021	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$204.09
158201685	7/7/2021	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$204.10
164580355	7/7/2021	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$48.97
164581197	7/7/2021	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric	\$432.22
164581197	7/7/2021	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Water	\$79.86
					<b>\$2,001.10</b>

**Vendor: Snohomish County Sheriffs Office**

**Check Number: 53573**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-6728	7/7/2021	001 008 523 60 41 00	LE-Jail	Jail Services Medical 02-2021	\$743.51
					<b>\$743.51</b>

**Vendor: Snohomish County Treasurer**

**Check Number: 53574**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0621 TREASURER	7/7/2021	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 06-2021	\$291.97
					<b>\$291.97</b>

**Vendor: Snohomish Regional Fire & Rescue**

**Check Number: 53575**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q2 2021 FIRE	7/7/2021	633 000 589 30 00 02	Fire District Fee Remit	Q2 2021 Fire Fees	\$7,100.00
					<b>\$7,100.00</b>

**Vendor: Sound Publishing Inc**

**Check Number: 53576**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH929347	7/7/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0001 Public Hearing	\$134.40
EDH929669	7/7/2021	001 013 518 30 41 01	GG-Advertising	CC Workshop Cancellation 06/15/2021	\$18.20
EDH929838	7/7/2021	001 013 518 30 41 01	GG-Advertising	Ordinance 1119	\$30.80
EDH929840	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street NPDES	\$112.00
EDH930344	7/7/2021	001 013 518 30 41 01	GG-Advertising	Civil Service Comm Special Meeting 06/17/2021	\$32.20
EDH930662	7/7/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0083 Ingretson Final Short Plat	\$63.00
EDH930663	7/7/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0042 Colombana Shoreline Variance	\$71.40
EDH930845	7/7/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0099 Grocery Outlet Tenant Improvement	\$65.80
EDH930946	7/7/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0092 ARCO amp	\$86.80
					<b>\$614.60</b>

**Vendor: Sound Safety Products Co Inc**

**Check Number: 53577**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
413973/1	7/7/2021	001 010 576 80 26 00	PK- Clothing - Boot Allowance	Boots - Eustace G	\$158.10
					<b>\$158.10</b>

**Vendor: Sound Security Inc**

**Check Number: 53578**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1016158	7/7/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	Fire & Security Monitoring The Mill	\$392.52
1016158	7/7/2021	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	\$563.52
					<b>\$956.04</b>

**Vendor: StreetScan**

**Check Number: 53579**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10579	7/7/2021	101 016 542 30 41 00	ST-Pavement Preservation	Sidewalk GIS Database	\$3,429.00
					<b>\$3,429.00</b>

**Vendor: SVR Inc**

**Check Number: 53580**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
25664	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Dumpster Rental - House Demo	\$1,037.35
25667	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Dumpster Rental - House Demo	\$4,149.15
					<b>\$5,186.50</b>

**Vendor: Tabor**

**Check Number: 53581**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062421 TABOR	7/7/2021	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - The Mill The Stack 06/24/21 Tabor	\$100.00
					<b>\$100.00</b>

**Vendor: Tandem Services Corp Inc**

**Check Number: 53582**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1175617	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Construction Clean Up Old Tank - Festival Street	\$430.55
					<b>\$430.55</b>

**Vendor: Technological Services Inc**

**Check Number: 53583**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20143	7/7/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation I-15-69	\$116.88
20245	7/7/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation PT-21-94	\$145.59
					<b>\$262.47</b>

**Vendor: Topsoils Inc**

**Check Number: 53584**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
136182	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Demo Debris Removal	\$3,983.44
					<b>\$3,983.44</b>

**Vendor: ULINE**  
**Check Number: 53585**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
134531090	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Trash Cans/Liners/Sanitary Napkins/Toilet Paper/Soap	\$1,560.46
134696067	7/7/2021	001 010 576 80 31 00	PK-Operating Costs	Video Monitor Sign	\$77.60
134873238	7/7/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Mop/Broom Holder/Mobile Shelving/Tissue Dispenser	\$574.00
					<b>\$2,212.06</b>

**Vendor: UPS**  
**Check Number: 53586**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42231	7/7/2021	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$29.87
					<b>\$29.87</b>

**Vendor: Vantagepoint Transfer Agents - 108991**  
**Check Number: 53482**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521	6/29/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$412.35
					<b>\$412.35</b>

**Vendor: Vantagepoint Transfer Agents - 307428**  
**Check Number: 53483**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521	6/29/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,771.67
					<b>\$1,771.67</b>

**Vendor: Washington State Dept of Ecology**  
**Check Number: 53587**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-WAR309371-1	7/7/2021	410 016 531 10 41 08	SW-DOE Annual Permit	Stormwater Construction North Cove Phase II Permit FY 2021	\$700.93
					<b>\$700.93</b>

**Vendor: Washington State Patrol**  
**Check Number: 53588**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I21000540	7/7/2021	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	\$551.00
					<b>\$551.00</b>

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

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062521	6/29/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$544.50
					<b>\$544.50</b>

**Vendor: Washington State Treasurers Office**  
**Check Number: 53589**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q2 2021 FORFEIT	7/7/2021	633 000 589 30 00 00	Seizure & Forfeit State REMIT	Q2 2021 Forfeited Property	\$3,533.06
					<b>\$3,533.06</b>

**Vendor: Wave Broadband**

**Check Number: 53590**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103946401-0008908	7/7/2021	001 002 513 11 42 00	AD-Communications	Telephone Service	\$60.88
103946401-0008908	7/7/2021	001 004 514 23 42 00	FI-Communications	Telephone Service	\$121.76
103946401-0008908	7/7/2021	001 007 559 30 42 00	PB-Communication	Telephone Service	\$60.88
103946401-0008908	7/7/2021	001 008 521 20 42 00	LE-Communication	Telephone Service	\$2,070.74
103946401-0008908	7/7/2021	001 005 518 10 42 00	HR-Communications	Telephone Service	\$60.88
103946401-0008908	7/7/2021	001 006 518 80 42 00	IT-Communications	Telephone Service	\$182.64
103946401-0008908	7/7/2021	001 012 575 50 42 00	CS- Pavillion - Communication	Telephone Service	\$60.88
103946401-0008908	7/7/2021	001 003 514 20 42 00	CC-Communications	Telephone Service	\$121.76
103946401-0008908	7/7/2021	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service Museum	\$60.88
103946401-0008908	7/7/2021	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$350.37
103946401-0008908	7/7/2021	001 007 558 50 42 00	PL-Communication	Telephone Service	\$395.93
103946401-0008908	7/7/2021	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$350.37
103946401-0008908	7/7/2021	001 013 518 20 42 00	GG-Communication	Telephone Service	\$243.52
103946401-0008908	7/7/2021	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$632.70
					<b>\$4,774.19</b>

**Vendor: Welch Comer & Associates Inc**

**Check Number: 53591**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
55000200-002	7/7/2021	101 016 544 20 41 00	ST-Prof Srv - Engineering	Engineering Services 05-2021	\$906.25
					<b>\$906.25</b>

**Vendor: Willards Pest Control Co**

**Check Number: 53592**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
360638	7/7/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Rodent Monthly Service PD	\$69.76
					<b>\$69.76</b>

**Vendor: Wingrove**

**Check Number: 53593**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062621 WINGROVE	7/7/2021	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - The Mill 06/26/21 Wingrove	\$500.00
					<b>\$500.00</b>

**Vendor: Yarkut**

**Check Number: 53594**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062321 YARKUT	7/7/2021	001 007 559 30 32 00	PB-Fuel	Reimburse - Fuel Yarkut	\$44.10
					<b>\$44.10</b>

**Vendor: Zachor and Thomas Inc PS**

**Check Number: 53595**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-LKS0006	7/7/2021	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 06-2021	\$13,287.00
21-LKSFORF21001	7/7/2021	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Drug/Firearm Forfeiture Services Thru 06-2021	\$1,200.00
					<b>\$14,487.00</b>

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

Tuesday, June 8, 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 Tageant and Steve Ewing

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

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**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:**

Councilmember Daughtry added the appointment of Brian McManus to the Civil Service Commission to the agenda. He also asked that the Youth Council Recognition be moved to the June 22, 2021 agenda.

**MOTION.** Councilmember Tageant made a motion, seconded by Councilmember Ewing, to approve the agenda as modified. The motion passed 7-0-0-0.

**Citizen Comments:**

Melissa Knaak, Lake Stevens.

Ms. Knaak thanked the Library and the City for all of the work on the Civic Center Alternatives and urged the Council to look at all comments.

**Council Business:**

Councilmember Tageant stated that he attended the last Veterans Commission Meeting. The Commission is working on their next newsletter and also a report to the City Council at an upcoming meeting.

Councilmember Petershagen reported that he has been cleaning up graffiti in the City. He suggested a hotline for citizens to call if they witness any graffiti activity. He also suggested a public information notice go out reminding people that fireworks are illegal in the parks.

Councilmember Dickinson also commented that fireworks are and can be an issue.

Councilmember Jorstad extended an apology to the BIPOC community. She apologized for volunteering to help with the Community Advisory Council. She stated that she is rescinding her offer to help with the Community Advisory Council and will continue to push for a DEIA Commission.

Councilmember Frederick stated that he attended the last Veterans Commission meeting and Youth Advisory Council meeting. He stated that the State opening of June 30 is approaching.

Councilmember Ewing thanked everything for the work on the Farmers Market. He attended the last Planning Commission and Youth Advisory Council meeting.

Councilmember Daughtry also attended the same meetings previously mentioned. He has been busy with a lot of work as the Chair of Community Transit.

**Mayor Business:**

Mayor Gailey echoed comments about the Farmers Market and the work Sarah Jensen has done. He stated the City is still looking for seasonal workers in Public Works. Lastly, the City received ARPA funds and staff will be working on the best course of action with those funds.

**City Department Report:**

IT Director Troy Stevens reported that the cameras are up at Davies Beach.

Finance Director Barb Stevens presented an updated finance report to the Council.

**Guest Business:**

Police Chief Awards. Chief Dyer presented two lifesaving awards to Lisa Neisinger and Christopher Winters.

Introduction of Ocean Chapman, Aquafest Queen. Mayor Gailey introduced Ms. Chapman to the Council. Dixie Behn also spoke to why Ms. Chapman was selected.

Lean Graduation Recognition. Lori Erickson, the LEAN Trainer, congratulated the employees that finished the LEAN training.

Introduction of Inci Yarkut, Code Enforcement Officer. Building Official Ryan Mumma introduced the City's new Code Enforcement Officer.

**Consent Agenda:**

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

The consent agenda included the following:

Vouchers  
Council Meeting Minutes of May 25, 2021  
Run for Your Life Event  
Revised LRSC Facilities Use Agreement  
Calliope Consulting Agreement for City-wide Lean services  
Appoint Brian McManus to the Civil Service Commission Effective Immediately



**Public Hearing:**

**Amendments to LSMC 14.44.097, Marijuana Facilities (LUA2020-0189)**

Senior Planner Levitan explained that the public hearing tonight is to consider a citizen-initiated land use code amendment regarding marijuana facilities. The Planning Commission held a public hearing on the proposal on May 5, 2021, which was continued to May 19, 2021. Among other changes, the Commission's recommendation includes a new 1,000-foot buffer between marijuana facilities and family day care providers; a new 17,000 square foot citywide limit on standalone marijuana processors; and a revised 54,000 square foot citywide limit on marijuana producers.

In November 2012, Washington voters approved Initiative 502, which decriminalized the production, manufacturing, processing, packaging, delivery, distribution, sale or possession of marijuana for recreational use. State regulations for marijuana facilities were subsequently created under Chapter 69.50 of the Revised Code of Washington (RCW), which are administered by the Washington State Liquor and Cannabis Board (WSLCB). RCW 69.50.331(8) requires licensed marijuana producers, processors and retailers to be located at least 1,000 feet away from, measured as the shortest straight-line distance from the property line of the proposed marijuana facility to the property line of the second property, the following protected uses:

- Elementary or secondary school
- Playground
- Recreation center or facility
- Child care center
- Public park
- Public transit center
- Library
- Game arcade (where admission is not restricted to persons age 21 or older)

In February 2014, the City Council adopted Ordinance 908, which established city regulations for marijuana facilities as codified in Lake Stevens Municipal Code (LSMC) Section 14.44.097. The regulations were further amended in May 2016 via Ordinance 958. Marijuana facilities are only permitted in the city's Light Industrial (LI) and General Industrial (GI) zoning districts, and require an administrative conditional use permitting for production and processing.

Staff's recommendation is to approve Ordinance No. 1119 amending LSMC Sections 14.44.097 and 14.08.010 or consider one of the identified alternatives.

Council engaged in discussion.

Mayor Gailey opened the public comment portion of the hearing at 7:33 p.m.

Sue Fernald, Lake Stevens. Ms. Fernald urged the Council to pass the Ordinance.

Janice Huxford, Lake Stevens. Ms. Huxford asked the Council to do some homework on this issue.

Mayor Gailey closed the public hearing at 7:39 p.m.

**MOTION.** Councilmember Jorstad made a motion, seconded by Councilmember Ewing, to continue the Ordinance until the fee discussion on July 6, 2021. The motion failed 2-3-2-0 with Councilmember Jorstad and Councilmember Ewing voting in favor, Councilmember Daughtry, Councilmember Petershagen and Councilmember Tageant opposed and Councilmember Frederick and Councilmember Dickinson abstaining.

**MOTION.** Councilmember Petershagen made a motion, seconded by Councilmember Tageant, to approve Ordinance 1119 supporting the Planning Commission's recommendation. The motion passed 4-2-1-0 with Councilmember Daughtry, Councilmember Petershagen, Councilmember Dickinson and Councilmember Tageant voting in favor, Councilmember Jorstad and Councilmember Ewing opposed and Councilmember Frederick abstaining.

**Action Items:**  
**Civic Center Alternatives**

Director Wright explained that the City of Lake Stevens, Sno-Isle Libraries and the Lake Stevens Sewer District have met regularly with the Stowe team over the last several months. To date the following deliverables have been completed:

- A community survey was published and summarized
- An updated city and library needs assessment
- Draft market analysis
- Financing and delivery options
- High-level cost estimate

The City Council and Sno-Isle Library have been briefed on the project at different occasions. A community open house was held to go over the project results. A community survey has published to solicit information from the public on a preferred site plan option.

At its May 04, 2021 meeting, the City Council Meeting reviewed the three draft alternatives for the civic campus. The alternatives included a shared space option, a compact footprint option and separate building option. Council did not reach consensus on a preferred alternative but voiced support for the shared space or separate building options. Community survey results indicated a preference for separate buildings. Sno-Isle representatives prefer separate spaces (or a nominal connection) for a variety of reasons including flexibility in use, individual funding limitations, desire to own their own building, potential different timelines and delivery approaches. Sno-Isle remains committed to a civic campus with for shared grounds, parking and site infrastructure. Staff met with the Miller Hull design team to discuss a hybrid option that builds on elements of prior alternatives and contemplates the primary connection to be a shared plaza area. The hybrid option is most like Option 1 but with separated buildings. This alternative also includes a café space that could be attached to City Hall or on an individual building pad as another site amenity to activate the space.

Council engaged in a discussion.

**MOTION.** Councilmember Daughtry made a motion, seconded by Councilmember Frederick, to move forward with a Civic Center/Library with Alternative 4 as the primary goal. The motion passed 6-1-0-0 with Councilmember Jorstad opposed.

*Due to the lateness of the evening, this item will be rescheduled to a future meeting:*  
**Code Enforcement Procedures**

**Recess to Executive Session:**

The meeting recessed to executive session at 8:39 p.m. per RCW 42.30.110 1 (b) to discuss Property Acquisition for approximately 15 minutes. Action may follow.

The meeting reconvened to regular session at 8:47 p.m.

**MOTION.** Councilmember Daughtry made a motion, seconded by Councilmember Frederick to authorize the Mayor to sign a Purchase and Sale Agreement for Lot 21 and Lot 22 Glenwood Division to the Costco Corporation. The motion passed 6-0-1-0 with Councilmember Tageant abstaining due to personal reasons.

**Adjournment:**

Hearing no further business, the Mayor adjourned the meeting at 8:49 p.m.

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

\_\_\_\_\_  
Kelly M. Chelin, City Clerk

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

Tuesday, June 22, 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 Tageant

ELECTED OFFICIALS ABSENT: 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, City Attorney Greg Rubstello and Building Official Ryan Mumma

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**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 except Councilmember Ewing.

**Approval of Agenda:**

Councilmember Jorstad asked that the Professional Service Agreement for 2021 On-Call Engineering Services be pulled from consent for further discussion. Councilmember Petershagen asked that a discussion be added to the agenda tonight regarding park ongoing maintenance.

**MOTION.** Councilmember Frederick made a motion, seconded by Councilmember Petershagen, to approve the agenda as modified. The motion passed 6-0-0-0.

**Citizen Comments:**

There were no comments from the audience.

**Council Business:**

Councilmember Petershagen thanked the City for the no fireworks sign. He again cleaned up graffiti with Councilmember Daughtry and the Mayor. He also stated that he loves seeing the lake being used by so many.

Councilmember Dickinson echoed that the lake has been fabulous. She recently met with the City staff regarding the future of Eagle Ridge Park.

Councilmember Tageant also stated that he likes seeing the beaches busy.

Councilmember Daughtry also cleaned up graffiti in the City.

**Mayor Business:**

Mayor Gailey relayed that Costco closed on Friday and groundbreaking has begun. He also stated that the City is receiving applications for Community Advisory Council and the deadline is June 30. He asked the public to be patient with the parks. Public Works are working as fast as they can.

**City Department Report:**

Finance Report – Barb Stevens, Finance Director

**Guest Business:**

Resolution 2021-10 Endorsing the Lake Stevens Youth Advisory Council and Introduction of Members

Councilmember Daughtry introduced the Youth Advisory Council members:

Lily Scrivens  
Emma Miner  
Dakota Latham  
Owen Johnson  
Jack Johnson  
Rachel O'Malley

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Dickinson, to approve Resolution 2021-10 Endorsing the Lake Stevens Youth Advisory Council. The motion passed 6-0-0-0.

**Consent Agenda:**

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

The consent agenda included the following:

Vouchers  
Contract with Washington State Department of Corrections  
Professional Services Agreement with Urban 3  
Contract with Colacurcio Brothers for Festival Street Construction

**Action Items:**

Professional Service Agreement for 2021 On-Call Engineering Services

Director Durpos further explained the need for the on-call engineering contracts and the process moving forward. This work is not in replacement of the City Engineer position.

Resolution 2021-11 - Ballot Measure for Advisory Vote on Fireworks

Council and staff engaged in a discussion. A question arose about personal fireworks versus consumer fireworks. The Resolution will be changed to be consistent with the term.

**MOTION.** Councilmember Dickinson made a motion, seconded by Councilmember Jorstad, to approve Resolution 2021-11 - Ballot Measure for Advisory Vote on Fireworks. The motion passed 5-1-0-1 with Councilmember Frederick opposed.

**Discussion Items:**

**Upcoming Ballot Measures**

Council discussed a Park Benefit District ballot measure for an election in 2022. More discussion will take place at the Council retreat in August.

**Permissible Use Tables**

Planner Needham explained that on December 1, 2020, staff introduced Council to potential amendments to the Permissible Uses Chapter of the Land Use Code (LSMC 14.40) and other related sections that aim to simplify the list of uses, streamline applicable review processes, and create relevant performance standards that apply in the city's various zoning districts. Staff updated Council on the project during their March 2, 2021 workshop, including a proposal to break the existing use table into three separate tables (Residential, Non-Residential, and Special Uses).

Council was supportive of the project scope and general framework of the code amendment and directed staff to continue its work. Over the past three months, staff has worked with the Planning Commission on ways to consolidate uses, reduce or eliminate redundant land use processes and establish clear and objective performance standards for specific uses.

During the Commission's April 21 meeting, staff introduced a revised draft of existing LSMC sections 14.40.010 through 14.40.090, which has been deemed the "preamble." These revisions aim to reduce procedural redundancies and better outline how the new tables are intended to be interpreted.

Council engaged in a discussion. Tonight's discussion was intended to be a briefing to update Council on staff's work. This item will come back for a public hearing after the Council's summer recess.

**Code Enforcement Procedures**

Building Official Mumma explained that this discussion was a follow-up to the work session on March 2, 2021, staff is providing additional draft sections of proposed amendments to LMSC Title 17, regarding enforcement of violations of municipal code. The goal of the amendments is to streamline the enforcement process and complete general housekeeping of the code. These amendments are aimed to clarify the enforcement process, remove conflicting code provisions, and create additional enforcement tools for efficiency in resolving violation cases.

The provisions in Title 17 of the Lake Stevens Municipal Code are dedicated to the enforcement of criminal and civil violations of municipal code. However, there are conflicting provisions for enforcement and penalties in at least three other titles, Chapters 8, 9, and 14. By combining and repealing existing provisions staff believes the enforcement process will be more effective. We will retain the primary goal of advocating voluntary compliance as the preferred outcome, while still maintaining the authority for monetary penalties, advanced enforcement, and abatement by the City where voluntary compliance cannot be achieved.

Staff will come back with future discussion/action at a future meeting.

Lake Stevens City Council Regular Meeting Minutes

Ongoing Park Maintenance

Councilmember Petershagen discussed putting together a plan for ongoing park maintenance. Staff and Council engaged in a discussion.

**Adjournment:**

**MOTION.** Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to adjourn the meeting. The motion passed 6-0-0-0. The meeting adjourned at 7:07 p.m.

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

\_\_\_\_\_  
Kelly M. Chelin, City Clerk



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** July 13, 2021

**Subject:** Motion to Correct the ILA for Southeast Interlocal Annexation (LUA2020-0117)

<b>Contact</b>	David Levitan, Planning Manager	<b>Budget</b>	None
<b>Person/Department:</b>		<b>Impact:</b>	

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**ACTION REQUESTED OF COUNCIL:**

Approve a motion to authorize the mayor to sign a revised interlocal agreement between the city, Snohomish County, and the Lake Stevens Sewer District annexing properties and right-of-way within the Southeast Interlocal Annexation area.

**Attorney Reviewed**

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**SUMMARY**

On March 23, 2021, the City Council approved [Ordinance 1112](#), authorizing the mayor to sign an interlocal agreement (ILA) with Snohomish County and the Lake Stevens Sewer District for the Southeast Interlocal Annexation (LUA2020-0117), which would annex approximately 500 acres of land in the southeast portion of the city's UGA as well as the 1,000-acre lake. This followed a joint public hearing of the Lake Stevens City Council, Snohomish County Council, and Lake Stevens Sewer District Board of Commissioners on March 9, 2021, and public meetings on September 21 and December 9, 2020. The annexation is utilizing the interlocal annexation method established by [SB 5522](#) and codified in [RCW 35A.14.296](#).

The City Council adopted a [revised Ordinance 1112](#) on May 11, 2021, authorizing the mayor to sign an updated ILA with a new effective date of July 16, 2021. Since that time, staff submitted Notices of Intention (NOIs) for the annexation to the Snohomish County Boundary Review Board (BRB) for the required 45-day review period. The NOIs were deemed effective on June 24, 2021, and the 45-day review period ends on August 9, 2021. Given this, city staff has worked with the county and sewer district to revise the ILA (Attachment 1) to identify a new effective date of annexation, with the new effective date being 15 days following the completion of the BRB review process. The revised ILA also include minor refinements to the legal descriptions (Exhibit B of Attachment 1), which were needed based on BRB comments. The City Attorney has reviewed the changes to the ILA and determined they represent minor scrivener's errors.

**PROPOSED ACTION:**

Staff is recommending that City Council adopt the below motion authorizing the Mayor to sign the revised Interlocal Agreement for the Southeast Interlocal Annexation, as shown in Attachment 1:

*I move to authorize the correction of the written legal description, Exhibit B, to the North Area of the SE Annexation ILA with Snohomish County and the Lake Stevens Sewer District, so that it conforms with the map of the SE Annexation Area (Exhibit A). This motion recognizes the scrivener's error in the written legal description and that the effective date of the Annexation will be delayed as a matter of law until approval of the annexation by the Washington State Boundary Review Board for Snohomish County or the passage of 45 days from acceptance of a complete Notice of Intention by the Board if Board review is not timely initiated.*

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**BUDGET IMPACT:** A detailed financial analysis, including for the assumption of debt, was prepared by the county and city and previously reviewed by the respective councils.

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**ATTACHMENTS:**

Attachment 1: Revised ILA for Southeast Interlocal Annexation

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LAKE STEVENS, SNOHOMISH COUNTY,  
AND THE LAKE STEVENS SEWER DISTRICT  
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND  
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296**

**1. PARTIES**

This Interlocal Agreement (“Agreement” or “ILA”) is made by and between the City of Lake Stevens (“City”), a Washington municipal corporation; Snohomish County (“County”), a political subdivision of the State of Washington; and the Lake Stevens Sewer District (“District”), a special purpose district of the State of Washington, collectively referred to as the “Parties,” pursuant to Chapter 35A.14 RCW (Annexation by Code Cities), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

**2. PURPOSE**

- 2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties’ agreement to the annexation ( “Annexation”) to the City of territory located within the Southeast Interlocal Annexation area, which area is referred to herein as the “Annexation Area,” pursuant to RCW 35A.14.296. The territory included in the Annexation Area, including the entirety of the lake, is depicted in Exhibit A and a legal description is provided in Exhibit B to this Agreement, and incorporated herein by this reference. The Annexation Area is completely within the City’s Urban Growth Area (UGA) designated under RCW 36.70A.110.
- 2.2. Orderly transition of services and capital projects. The City, County, and District recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.
- 2.3 Secondary purpose. The secondary purpose of this Agreement is to identify those areas within the City’s UGA that the District intends to annex pursuant to one of methods authorized under Chapter 57.24 RCW. This area is referred to herein as the “Sewer Expansion Area”. The Sewer Expansion Area is completely within the City’s UGA, as depicted in Exhibit C and consistent with the *City of Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement*, effective May 23, 2005, and recorded under Auditor File # 200604250536), and its subsequent amendments. No specific timeframe has been established for future annexations of the sewer expansion area.

### 3. GENERAL AGREEMENT REGARDING ANNEXATION

- 3.1 Applicability of Master Annexation ILA. The Parties recognize the existence of a certain *Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development Within the Lake Stevens Urban Growth Area*, effective October 26, 2005, and recorded under Auditor's File #200511100706 ("Master Annexation ILA"), that addresses certain actions related to annexation. The Parties agree and intend that the Master Annexation ILA shall have applicability, force, and effect with respect to the Annexation contemplated herein, except where specifically amended in Section 4 of this Agreement, where specific issues are identified that are not contained in the Master Annexation ILA.
- 3.2 Applicability of Unified Sewer Services and Annexation Agreement. The Parties recognize the existence of a certain *City of Lake Stevens and Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement*, effective May 23, 2005 and recorded under Auditor's File # 200604250536 and amended on four occasions, most recently on September 27, 2010 ("Unified Sewer Services and Annexation Agreement"), that addresses the unification of the sewerage system within the UGA and coordination of capital projects and annexations affecting the sewerage system
- 3.3 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement, together with the Master Annexation ILA, be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For this purpose, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit D and incorporated herein by this reference.
- 3.4 Annexation approval. The Parties agree to hold a joint public hearing on this Agreement on March 9, 2021. The Parties agree that following execution of this Agreement, the City shall pursue the annexation of the territory depicted and described in Exhibits A and B by adoption of an ordinance pursuant to RCW 35A.14.296
- 3.5 Effective date of annexation. The Parties agree that the City's annexation shall become effective ~~July 16, 2021~~ fifteen days after the action is deemed approved under RCW 36.93.100(4).

#### **4. AMENDMENT TO THE MASTER ANNEXATION ILA AND ADDITIONAL AGREEMENTS**

##### **4.1 Amendment to Section 3.3 of the Master Annexation ILA. Section 3.3 of the Master Annexation ILA is amended as follows:**

**3.3 Urban density requirements** Except as may be otherwise allowed by law, the CITY agrees to adopt and maintain land use designations and zones for the annexation areas that will ensure that new residential subdivisions and development will achieve a minimum net density<sup>1</sup> of four dwelling units per acre and that will accommodate within its jurisdiction the population, housing, and employment allocation assigned by Snohomish County under GMA for the subject area. Provided, however, this shall not be deemed as a waiver of the City's right to appeal the assignment of population and employment allocation by any means provided by law.

<sup>1</sup>For purposes of this agreement, minimum net density is the density of development excluding roads, drainage detention/retention areas, biofiltration swales, areas required for public use, and critical areas and their required buffers. Minimum density is determined by rounding up to the next whole unit or lot when a fraction of a unit or lot is 0.5 or greater.

##### **4.2 Amendment to Section 9.1 of the Master Annexation ILA. Section 9.1 of the Master Annexation ILA is deleted in its entirety and replaced with the following:**

**9.1 Legal control and maintenance responsibilities.** If an annexation area includes surface water management improvements or facilities (i) in which the COUNTY has an ownership interest, (ii) over or to which the COUNTY has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) relating to which the COUNTY has maintenance, monitoring, or other responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the CITY, effective by the date of the annexation, except as otherwise negotiated between the Parties in any subsequent agreements. The COUNTY agrees to provide a list of all such known surface water management improvements and facilities to the CITY. If the COUNTY'S current Annual Construction Plan or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the Parties will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.

##### **4.3 Amendment to Section 9.2 of the Master Annexation ILA. Section 9.2 of the Master Annexation ILA is deleted in its entirety and replaced with the following:**

9.2 Taxes, fees, rates, charges and other monetary adjustments. The CITY recognizes that service charges are collected by the COUNTY for unincorporated areas within the COUNTY'S Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of an annexation, the CITY hereby agrees that the COUNTY may continue to collect and, pursuant to Title 25 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the annexation occurs to the provision of surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar year in which the annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the COUNTY. If the CITY intends for the COUNTY to continue providing surface water services beyond the calendar year after annexation, a separate interlocal agreement must be negotiated between the Parties.

4.4 Amendment to Section 9.3 of the Master Annexation ILA. Section 9.3 of the Master Annexation ILA is deleted in its entirety.

4.5 Amendment to Section 9 of the Master Annexation ILA. Section 9 of the Master Annexation ILA is amended to add new Master Annexation ILA sections 9.3, 9.4, 9.5, 9.6, 9.7, and 9.8 as follows:

9.3 Compliance with National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. The Parties acknowledge that upon the effective date of any annexation, the annexation area will become subject to the requirements of the CITY'S Phase II NPDES Municipal Stormwater Permit, and will no longer be subject to the requirements of the COUNTY'S Phase I NPDES Municipal Stormwater Permit. Notwithstanding the COUNTY'S continued provision of stormwater management services in an annexation area pursuant to Subsection 9.2, the CITY expressly acknowledges, understands and agrees that from and after the effective date of any annexation (i) the CITY shall be solely responsible for ensuring the requirements of the CITY'S NPDES Permit are met relating to the annexation area, and (ii) any stormwater management services the COUNTY continues to provide in the annexation area pursuant to Subsection 9.2 will not be designed or intended to ensure or guarantee compliance with the requirements of the CITY'S Phase II NPDES Permit.

9.4 Access during remainder of calendar year in which annexation occurs. To ensure the COUNTY is able to promptly and efficiently perform surface water management services in the annexation area after the effective date of annexation, as described in Subsection 9.2, the CITY shall provide the COUNTY with reasonable access to all portions of the annexation area in which

such services are to be performed. Reasonable access shall include, by way of example and not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

9.5 Surface Water Facility Data. In addition to the list of COUNTY facilities and assets provided in Subsection 9.1, the COUNTY shall provide:

9.5.1 Available data on surface water facilities which the COUNTY has in its database, which may include but not be limited to: inspection and maintenance records, spatial and attribution data (ArcGIS), As-Built construction plans, ownership status (private, public), and current maintenance responsibility.

9.5.2 Available data on surface water programs concerning the annexation area, which may include but not be limited to: drainage complaints; water quality complaints; business inspections; facility inspections; education and outreach; monitoring; salmon recovery; and special studies.

9.6 Surface Water Management cases referred to Planning and Development Services (PDS) code enforcement for county code violations. Any pending Surface Water Management cases referred to PDS code enforcement for county code violations relating to real property located in an annexation area will be transferred to the CITY on the effective date of the annexation. Any further action in those cases will be the responsibility of the CITY at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY, if necessary, to assist with transferred code enforcement cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case.

9.7 Government service agreements. The COUNTY and CITY intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

9.8 Transfer of Federal and State Permits. If there are structures or work related to COUNTY surface water management improvements or facilities that are authorized under active federal or state permits located in an annexation area, as the new owner the CITY, if allowed by the federal or state permit, agrees to execute documents validating the transfer of the permit(s) and accept the responsibility and liabilities associated with compliance with the permit(s) terms and conditions, unless otherwise mutually agreed to in writing. Active

federal or state permits are those permits under which there are responsibilities and duties that have not been completed by the permittee according to the permit terms and conditions, including but not limited to, monitoring and maintenance responsibilities and duties.

## **5. SURFACE WATER MANAGEMENT IMPROVEMENTS AND FACILITIES**

In accordance with Section 9.1 of the Master Annexation ILA, an initial list of known surface water management improvements and facilities owned by the County or over which the County has rights or responsibilities in the Annexation Area is attached and incorporated hereto as Exhibit E. While the County has made its best efforts to provide a list of all known surface water management improvements and facilities, the exclusion of any County owned facilities or property interests located within the Annexation Area from Exhibit E, does not change the Parties agreement that any ownership interests, rights and responsibilities associated with County surface water management improvement and facilities in the Annexation Area shall be transferred to the City, effective by the date of the annexation.

## **6. RESIDENTIAL ZONING**

For all parcels zoned by the County for residential development in the Annexation Area, in accordance with RCW 35A.14.296(2) the City agrees that for a period of five years after the effective date of annexation the City shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density allowed for by the County zoning designation in effect prior to annexation. The City assigned zoning pre-designations for the Annexation Area via City Ordinance 1073 and as amended by City Ordinance 1106, which comply with the requirements of RCW 35A.14.296(2).

## **7. TRANSFER OF SUNSET PARK**

Sunset Park is a 0.27-acre park located at 410 E Lake Stevens Rd (Assessor Parcel # 00533400001500) that is currently owned and managed by the County. As part of this Agreement, ownership and maintenance responsibilities for Sunset Park will be transferred to the City in its existing condition. The City has identified several capital improvements to the park to bring it up to the City's level of service for parks and to address bank and shore stabilization issues. The County agrees to support the City in its pursuit of funding sources for necessary park improvements.

## **8. FUTURE CAPITAL IMPROVEMENTS**

The County has not identified any planned capital improvements to roads or other existing transportation infrastructure or to the list of surface water facilities listed in Exhibit E. The County agrees to work cooperatively on identifying and planning needed transportation improvements within and adjacent to the annexation area that will meet the needs of both city and countywide multimodal traffic. The County Surface Water Management staff expertise provided under this

section will be limited to available technical knowledge about surface water conditions and infrastructure in the Annexation Area.

## **9. THIRD PARTY BENEFICIARIES**

There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

## **10. DISPUTE RESOLUTION**

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each Party shall be responsible for the costs of their own legal representation. Each Party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The Parties agree to mediate any disputes arising under this Agreement including, without limitation, disputes regarding the annexation process or responsibilities of the Parties prior to the Boundary Review Board hearing on the Annexation.

## **11. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES**

In the event a conflict exists between this Agreement and any agreement between the Parties in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict. As between the District and the City, this Agreement is intended to address the future annexation of territory by the District located within the Southeast Interlocal Annexation Area under chapter 57.24 RCW. Other than the implications of the additional territory, this Agreement does not change the terms and conditions of the Unified Sewer Services and Annexation Agreement.

## **12. RELATIONSHIP TO EXISTING LAWS AND STATUTES**

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all Parties will comply with all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

## **13. EFFECTIVE DATE, DURATION AND TERMINATION**

13.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of the Parties and the



signing of the Agreement by an authorized representative of each Party hereto.

13.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

13.3 Termination. Any Party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

#### **14. INDEMNIFICATION AND LIABILITY**

14.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

14.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

14.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.

14.4 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the City to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense

any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

#### **15. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

#### **16. EXERCISE OF RIGHTS OR REMEDIES**

Failure of any Party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by any other Party and shall not prevent any other Party from pursuing that right at any future time.

#### **17. RECORDS**

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice.

The City, the County, and the District each acknowledges, agrees and understands that each party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. This Agreement and all public records associated with this Agreement shall be retained and be available from the City, the County, and the District for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

#### **18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties concerning the Annexation, except as set forth in Section 3 and Section 4 of this Agreement.

#### **19. GOVERNING LAW AND STIPULATION OF VENUE**

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

#### **20. CONTINGENCY**

The obligations of the City, the County and the District in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in

accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City, the County, or the District may terminate the Agreement under Subsection 13.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

## **21. FILING**

A copy of this Agreement shall be filed with the Lake Stevens City Clerk and recorded with the Snohomish County Auditor's Office or as otherwise allowed or required under state law.

## **22. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**

The Administrators and contact persons for this Agreement are:

Russ Wright  
Community Development Director  
City of Lake Stevens  
1812 Main St.  
Lake Stevens, WA 98258  
(425) 334-1012

Eileen Canola  
Snohomish County  
Department of Planning and Development Services  
3000 Rockefeller Ave.  
Everett, WA 98201  
(425) 262-2253

Johnathan Dix  
Assistant General Manager  
Lake Stevens Sewer District  
1106 Vernon Road, Suite A  
Lake Stevens, WA 98258  
(425) 334-8588

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LAKE STEVENS  
BY:

SNOHOMISH COUNTY  
BY:

\_\_\_\_\_  
Brett Gailey  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dave Somers  
County Executive  
Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of the County Council

Approved as to form only:

Approved as to form only:

\_\_\_\_\_  
Attorney for the City of Lake Stevens

\_\_\_\_\_  
Deputy Prosecuting Attorney for  
Snohomish County

LAKE STEVENS SEWER DISTRICT  
BY:

\_\_\_\_\_  
Dan Lorentzen  
President

DATE: \_\_\_\_\_

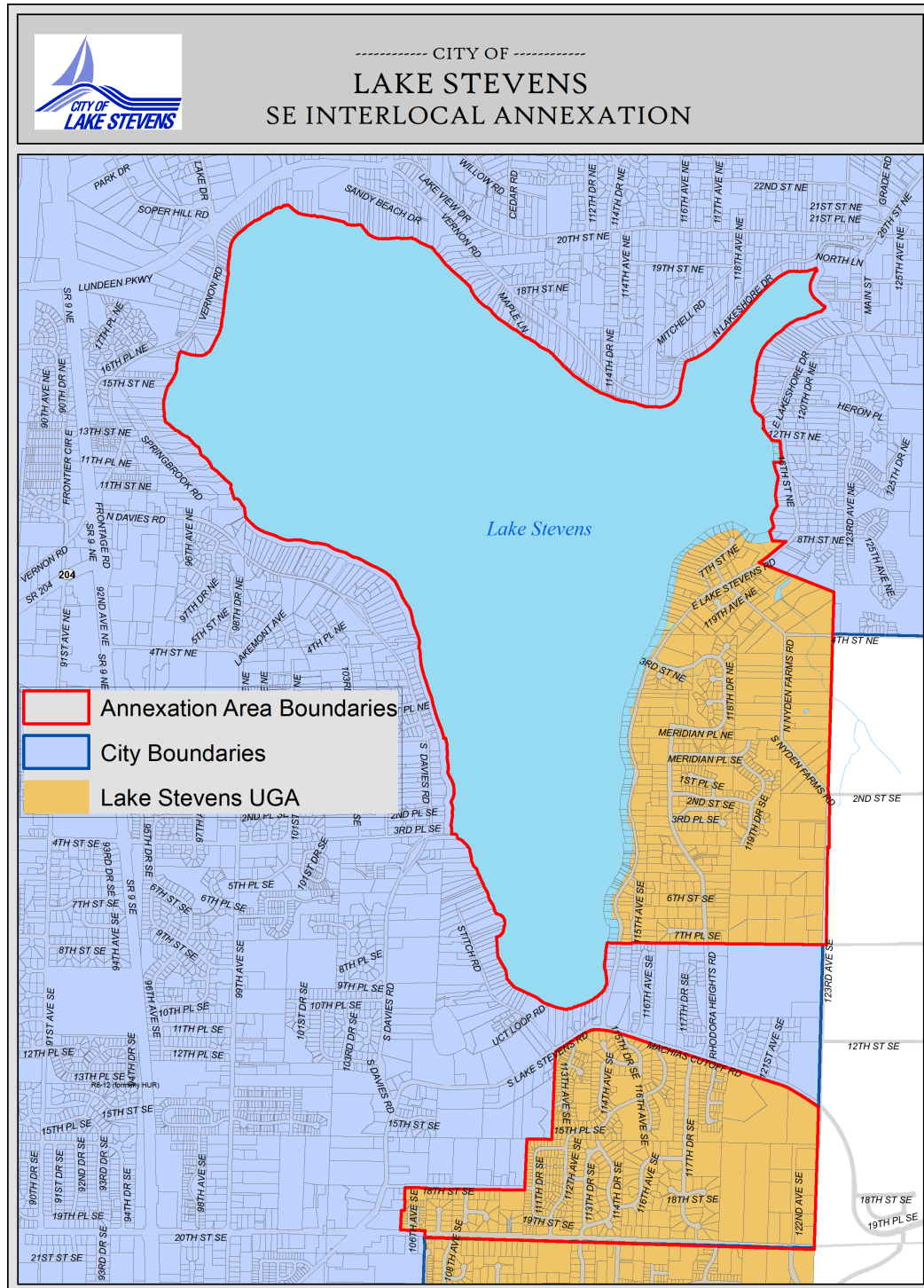
ATTEST:

\_\_\_\_\_  
Approved as to form only:

\_\_\_\_\_  
Attorney for Lake Stevens Sewer District

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,  
SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT  
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND  
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

## EXHIBIT A – Southeast UGA Annexation Map



INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,  
 SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT  
 CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND  
 THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

## **EXHIBIT B – Southeast UGA Annexation Legal Description**

### **CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION UGA AREA (NORTH)**

Those portions of Section 7, Southwest quarter of Section 8, Section 17, Section 18, the Northeast quarter of Section 19, and the Northwest quarter and Northeast quarter of Section 20, all in Township 29 North, Range 6 East, W.M., and those portions of Section 12, and the Northeast quarter of Section 13, all in Township 29 North, Range 5 East, W.M., all in Snohomish County, Washington, described as follows:

Beginning at the intersection of the south line of the Southwest quarter of said Section 17 and the Easterly right of way of 123<sup>rd</sup> Ave SE;

Thence Northerly along said east right of way, 695 feet plus or minus, to the southerly right of way of 2<sup>nd</sup> Street SE;

Thence Northwesterly, 54 feet plus or minus, to the northerly right of way of 2<sup>nd</sup> Street SE and its intersection with the east line of the Southwest quarter of said Section 17;

Thence Northerly along the east line of the Southwest quarter of said Section 17, 2115 feet plus or minus, to the Southeast corner of the Northwest quarter of said Section 17;

Thence continuing Northerly along the east line of the Northwest quarter of said Section 17, 610 feet plus or minus, to the south line of Tract 501 of The Reserve at Lake Stevens Division No. 5 as recorded under recording number 9711135006;

Thence Northwesterly along said south line of Tract 501 and extended to the westerly Right of Way of E Lake Stevens Rd, 1094 feet plus or minus, which is also the south line of Tract 999 of Cedar Cove as recorded under recording number 8302175001;

Thence Northeasterly along the westerly right-of-way of E Lake Stevens Rd, 467 feet plus or minus, to the north line of said Tract 999 of Cedar Cove;

Thence Northwesterly along the said north line of Tract 999, 315 feet plus or minus, to the Second class Shoreland and Navigable Boundary of Lake Stevens as conveyed by the State of Washington;

Thence Northerly, Westerly, Southerly, Easterly, Northerly along the said navigable boundary of said Lake Stevens and the existing city limits of the City of Lake Stevens (said navigable boundary also referred to as mean low water, the shore of, the navigable boundary of shorelands, second class shorelands and westerly limit of shorelands) approximately 30,000 feet plus or minus, to a point of a line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19;

Thence Easterly along the line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19, 333 feet plus or minus, to the east line of said Section 19 and the west line of Lot 13 of North Star Plat as recorded under recording number 201411240384;

Thence Northerly along the east line of said Section 19, 12 feet plus or minus, to the South line of the North half of the Northwest quarter of Section 20;

Thence Easterly along the said south line of the North half, 2617 feet plus or minus, to the east line of the said Northwest quarter of Section 20;

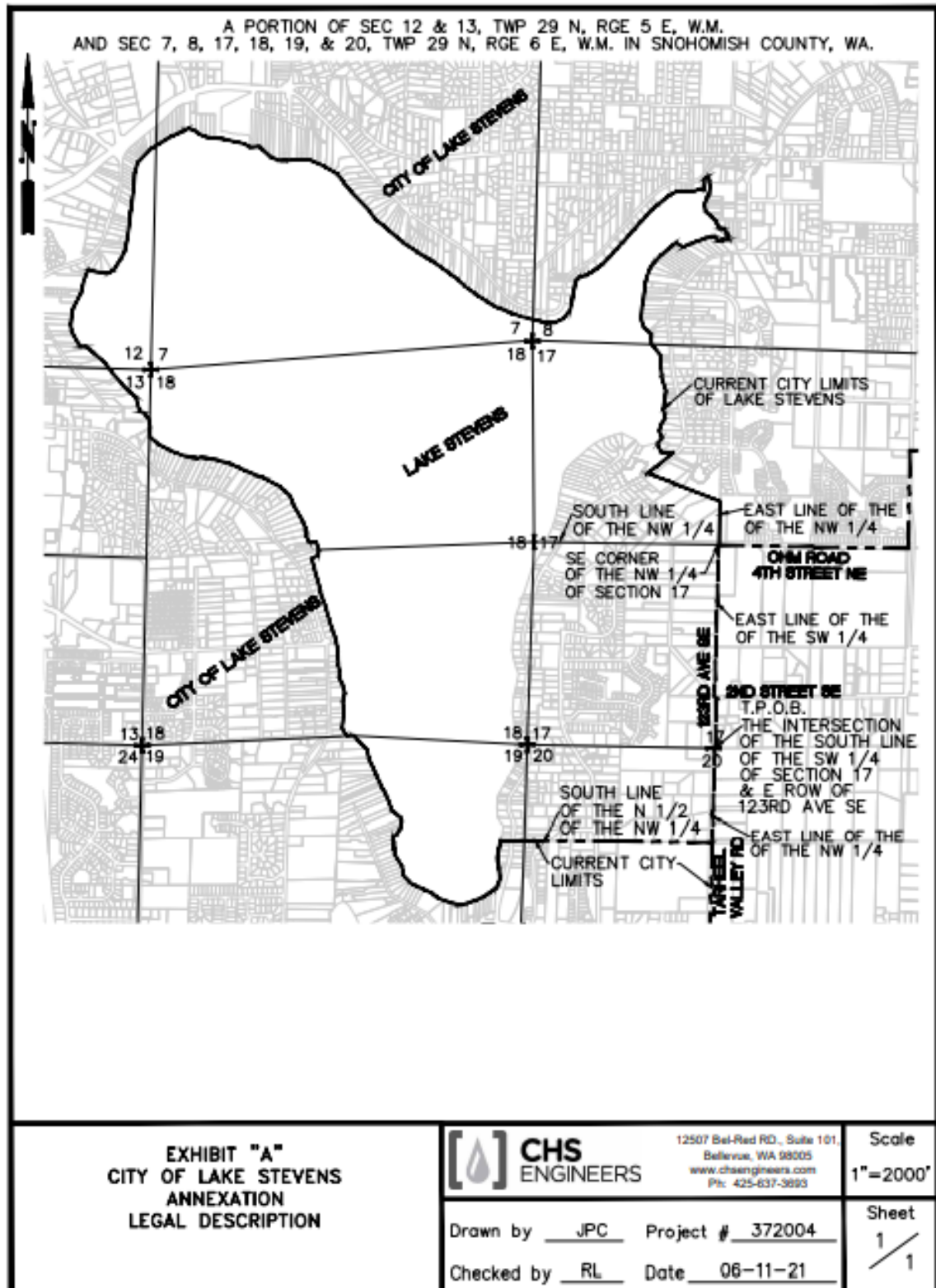
Thence Easterly 30 feet plus or minus, to the Easterly right of way of 123<sup>rd</sup> Ave SE;

Thence Northerly along said east right of way, 1316 feet plus or minus, to the True Point of Beginning.

This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.







INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,  
 SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT  
 CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND  
 THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296



## **CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION UGA AREA (SOUTH)**

Those portions of the Northeast quarter, Southeast quarter and the Southwest quarter of Section 19, the Northwest quarter, Southwest quarter and the Southeast quarter of Section 20, the Northwest quarter of Section 29, and the Northeast quarter of Section 30, all in Township 29 North, Range 6 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 20;

Thence northerly along the east line of the southwest quarter of said Section 20, 1392 feet plus or minus, to the South line of the North half of the Southwest quarter of said Section 20;

Thence easterly, 30 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence northerly along the easterly right of way of 123<sup>rd</sup> Ave SE, 468 feet plus or minus, to its intersection with the southerly right of way of Machias Cutoff and the existing city limits of the City of Lake Stevens;

Thence northwesterly along the southerly right of way of Machias Cutoff, 3360 feet plus or minus, to its intersection with southerly right of way of S Lake Stevens Rd and following along the existing city limits of the City of Lake Stevens;

Thence southwesterly along the southerly right of way of S Lake Stevens Rd, 560 feet plus or minus, to the west line of Mission Ridge Division No 3 as recorded under recording number 200212185001;

Thence southerly along the said west line, 1192 feet plus or minus, to the north line of Mission Ridge Division No. 2 as recorded under recording number 200101035002;

Thence westerly along the said north line, 339 feet plus or minus, to the west line of said Mission Ridge Division No. 2;

Thence southerly along the said west line, 687 feet plus or minus, to the southerly right of way of 18<sup>th</sup> Street SE;

Thence westerly along the southerly right of way of 18<sup>th</sup> Street SE, 1625 feet plus or minus, to the east line of the West 75 feet of the East 375 feet of Lot 2 of Ideal Garden Tracts as recorded under Volume 7 of plat, page 33;

Thence southerly along the east line West 75 feet of the East 375 feet of said Lot 2, 120 feet plus or minus, to the south line of the North 187 feet of said Lot 2;

Thence easterly along the south line of said North 187 feet of Lot 2, 20 feet plus or minus, to the west line of Lot 19 of Silver Leaf Condominium as recorded under recording number 200510175207;

Thence southerly along the west line of said Lot 19 and the west line of Common Element A, 180 feet plus or minus, to the north line of Lot 25 of said Silver Leaf Condominium;

Thence westerly along the said north line, 44 feet plus or minus, to the west line of said Silver Leaf Condominium;

Thence southerly along the said west line, 315 feet plus or minus, to the northerly right of way of 20<sup>th</sup> Street SE;

Thence easterly along the said northerly right of way, 335 feet plus or minus, to the west line of the Southeast quarter of said Section 19;

Thence southerly along the west line of said Southeast quarter, 60 feet plus or minus to the southerly right of way of 20<sup>th</sup> Street SE

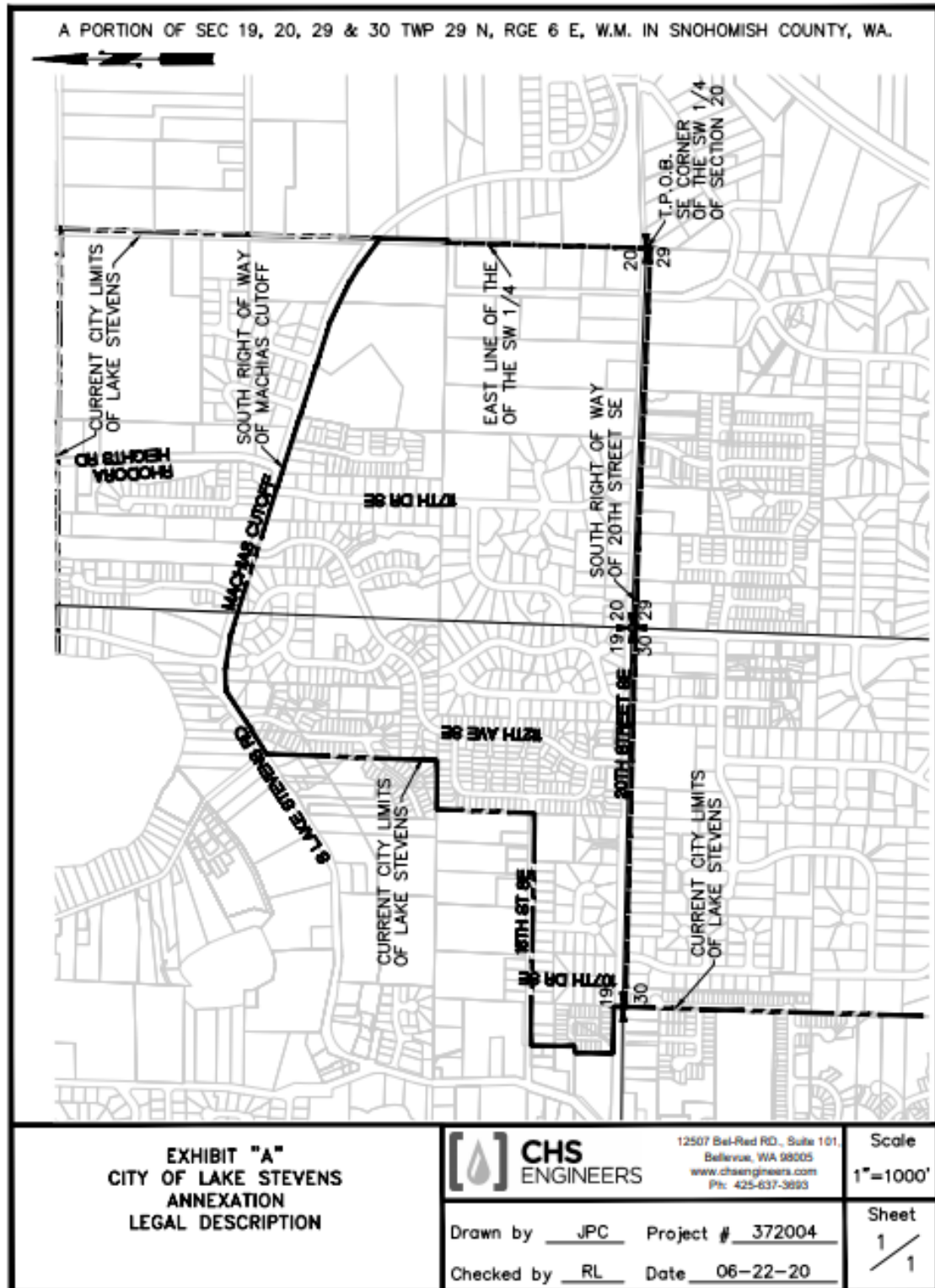
Thence easterly along the said southerly right of way, 5324 feet plus or minus, to the west line of Cascade Acres Division A as recorded under Volume 25 of plats, Page 6 and 7;

Thence northerly along said East line, 30 feet plus or minus, to the south line of said Section 20 and the True Point of Beginning.

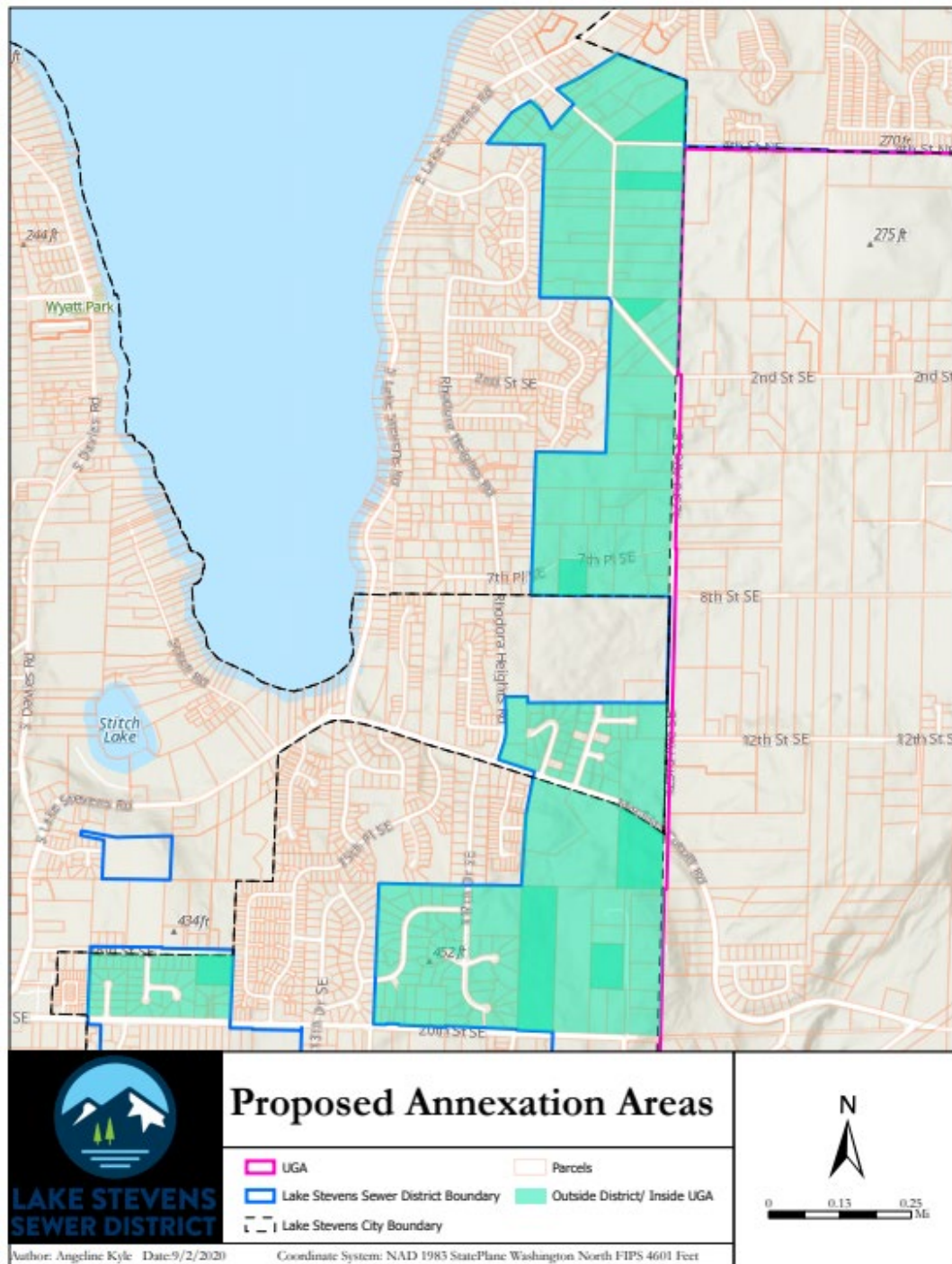


This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.





## EXHIBIT C – Southeast UGA Sewer Expansion Area Map



INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,  
 SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT  
 CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND  
 THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

## **EXHIBIT D – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES**

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if

densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
  - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
  - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
  - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

# **EXHIBIT E – KNOWN DRAINAGE FACILITIES OWNED BY THE COUNTY OR OVER WHICH THE COUNTY HAS RIGHTS OR RESPONSIBILITIES**

<b>Area</b>	<b>FacID</b>	<b>Owner_Type</b>	<b>ROW</b>	<b>To Transfer</b>
Area 1	F#429	County	Yes	Facility
Area 1	F#430	County	Yes	Facility
Area 1	F#1890, F#1891	County		Facility, property rights or responsibilities
Area 1	F#2724	County	Yes	Facility, property rights or responsibilities
Area 1	F#3599	County	Yes	Facility, property rights or responsibilities
Area 1	F#3600	County	Yes	Facility
Area 2	F#173	County		Facility, property rights or responsibilities
Area 2	F#175	County	Yes	Facility
Area 2	F#176	County	Yes	Facility
Area 2	F#177	County	Yes	Facility
Area 2	F#239	County	Yes	Facility, property rights or responsibilities
Area 2	F#3595	County		Facility, property rights or responsibilities
Area 1	F#815	Private		Property rights or responsibilities
Area 1	F#1736	Private		Property rights or responsibilities
Area 1	F#1737	Private		Property rights or responsibilities
Area 1	F#2323	Private		Property rights or responsibilities
Area 1	F#2641	Private		Property rights or responsibilities
Area 1	F#3634	Private		Property rights or responsibilities
Area 2	F#178	Private		Property rights or responsibilities
Area 2	F#1406	Private		Property rights or responsibilities
Area 2	F#1551	Private		Property rights or responsibilities
Area 2	F#1999	Private		Property rights or responsibilities
Area 2	F#3347	Private		Property rights or responsibilities





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**      July 13, 2021  
**Date:** \_\_\_\_\_

**Subject:** Agreement with PACE Engineering for a Feasibility Study for Lake Stevens Regional Septage Receiving Treatment Facility

**Contact**

**Person/Department:**      Gene Brazel

**Budget**

**Impact:**      \$73,819.84

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

Authorize the Mayor to sign a professional services agreement with PACE engineering to prepare a feasibility study for a Lake Stevens Regional Septage Receiving Treatment Facility, not to exceed \$74,000.

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**SUMMARY/BACKGROUND:**

In late 2019, the Lake Stevens Sewer District fulfilled the requirements of the closure plan dated October 2018 and addendum dated March 2019 for the decommissioning of the wastewater treatment lagoon located at 500 Sunnyside Blvd, Lake Stevens Washington to State of Washington Department of Ecology satisfaction. This property was then Quit Claim Deed to the City of Lake Stevens by the Lake Stevens Sewer District on April 26, 2021. The City has met with the Sewer District and identified numerous potential uses of this site including but not limited to, Interpretive Trails, Drone Park, Soccer Fields, Disc Golf, Dog Park, wetland habitat work, H2O Ski Park, Remote Control Boats & regional septic receiving treatment facility. Some of the site challenges identified are, access to and from Sunnyside Blvd, driveway needs structural improvements, site floods, permitting challenges, zoning, neighborhood impact and ongoing financial impact on the City of Lake Stevens.

To support the Lake Stevens City Council vision of Hartford Industrial area, the City has engaged in conversation with Evergreen Sanitation about the possibility of relocating operations to this site. Benefits, should Evergreen relocate, would free up development space in Hartford Industrial. Currently, discharge from Evergreen Sanitation is pumped from the Hartford location through several lift stations to the WWTP located on Sunnyside Blvd. Less pumping will result in lower District operating cost and wear on the lift stations. There's a potential Evergreen could increase discharge amounts to the sewer system if approved by the District. Finally, if Evergreen could expand, this would help the region giving Snohomish County septic haulers a local dump location verses driving to dump locations in King County. Local dump site option will help reduce the carbon footprint.

Next step is to execute the PACE contract. Once the contract is executed, PACE will begin work starting with a stakeholders meeting, to include the City and Sewer District and other agencies and parties of interest.

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**APPLICABLE CITY POLICIES:** N/A

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**BUDGET IMPACT:** ARPA Funds – Not to exceed \$74,000

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**ATTACHMENTS:** PACE proposal, Department of Ecology November 4, 2019 Lagoon Closure Letter



June 15, 2021

Mr. Eric Durpos  
Public Works Director  
City of Lake Stevens  
1812 Main Street  
Lake Stevens, WA 98258-0257

**Subject:      *Lake Stevens Regional Septage Receiving Treatment Facility, Feasibility Study,  
City of Lake Stevens  
Professional Engineering Services Scope of Work and Budget***

Dear Mr. Durpos:

PACE is pleased to provide this scope of work and budget for professional engineering services to evaluate feasibility for a new regional septage receiving treatment facility in the City of Lake Stevens. As the engineers for multiple municipal water and sewer agencies, we have prepared feasibility studies and engineering reports for similar facilities over the years.

We have prepared a scope of services below that outlines the tasks associated with studying the feasibility of repurposing the decommissioned Lake Stevens Sewer District wastewater treatment plant (WWTP) into a regional septage receiving facility. The estimated budget for each task is broken down in the attached Budget Worksheet.

#### **Project Understanding**

The City of Lake Stevens intends to evaluate the feasibility of repurposing the existing decommissioned Lake Stevens Sewer District WWTP. The existing WWTP was decommissioned and officially mothballed on/or about 2015. Sewage treatment is now provided at a new location (the Sunnyside WWTP) that was installed in 2012. One of the reasons the District relocated to the Sunnyside WWTP location was due to the State's prohibition against building wastewater treatment plants in flood plains. The District needed to upgrade the treatment level and thus they had no choice but to relocate.

The City would like to repurpose the existing WWTP into a regional septage receiving facility. This new facility would provide a beneficial use to the surrounding area by utilizing existing facilities that would otherwise continue to sit unused.

The Feasibility Study will provide discussion of the anticipated demand for this facility as well as the types of treatment options available based on the state of the existing WWTP. It is understood that the existing WWTP has two circular clarifiers and a storage pond that could prove useful in the septage receiving facility's treatment process. The regional septage receiving facility would treat septage from the surrounding communities and will produce two effluent streams, a solids stream and a liquid (wastewater) stream. The feasibility study will evaluate the various alternatives for solids management. It is assumed that the Lake Stevens Sewer District will receive and treat the liquid wastewater from the septage receiving facility.

Lastly the Feasibility Study will include a financial section detailing the capital costs and operation and maintenance costs of the regional septage receiving facility. PACE assumes that the City would incur debt to finance the facility capital improvements and ultimately the rates charged at the septage receiving facility will be the determining factor in the overall feasibility of this project.

### **Task A – Floodplain Research**

PACE will need to preform an initial task prior to moving forward with the remaining tasks in this scope. The outcome of this task will dictate if the remaining tasks are a worthwhile endeavor for the City.

Task A intends to fully research and understand the issues with building in the floodplain where the existing WWTP is located. Ultimately it needs to determine if the City can repurpose the existing WWTP without running into the same issues that the District had when they upgraded their facility in 2012. It is anticipated that an argument can be made that the regional septage receiving treatment facility will not store solids on site and that receiving septage can always be temporarily halted during floods.

As part of this task PACE will review the applicable regulations and will consult with Department of Ecology to make a recommendation to the City on the feasibility of rehabbing the existing WWTP and building a new septage receiving facility in the floodplain. It can be considered that Task A is the first feasibility test that needs to be passed in order to complete the overall feasibility study.

PACE will perform this task for a lump sum cost of \$5,000. The outcome of this task will be presented in a memorandum to the City and can be completed and delivered within 2 weeks upon written Notice to Proceed.

### **Task 1 – Project Management**

#### **Task 1.1 – Project Administration**

PACE will provide the City with project administration services to ensure work is completed in a timely manner and within budget. We will prepare monthly Progress Reports and invoices. Reports will include description of services performed, total amount billed to date, authorized contract amounts, and remaining contract amount. They will identify information needed from the client and monitor budget and schedule status.

#### **Task 1.2 – Project Coordination**

PACE will act as the primary coordinator between the City and the other interested stakeholders during this feasibility study. This Proposal anticipates gathering as-built plans, operational data, and information for the existing wastewater treatment plant from the Lake Stevens Sewer District; coordinating and making visits to the existing facility, obtaining watershed and other planning information; and other information necessary to accurately prepare the feasibility study.

#### **Task 1.3 – Kickoff Meeting with City**

We will conduct a kickoff and project review meeting with City staff (one meeting) to confirm the approach and anticipated outcome of the feasibility study.

#### **Task 1.4 – Quality Assurance/Quality Control**

We will utilize in-house procedures for QA/QC in order to maintain the industry standard quality of design. These procedures address the use of quality control reviews for engineering design and calculations, administrative document review, construction feasibility and other measure necessary to maintain a product that meets the industry standards for quality.

#### **Task 1.5 – Feasibility Report Preparation**

PACE will prepare the Feasibility Study Report in accordance with industry standards and will provide electronic copy, print ready, in PDF format of the draft and final copy. Three (3) bound hard copies of the draft and final report will also be provided to the City. All costs associated with printing and binding the hard copies are included in the budget as shown on the budget worksheet.



### **Task 1.6 – Review Meetings with City**

PACE will conduct two (2) review meetings with City staff following the delivery of both the draft and the final reports. These review meetings will be scheduled approximately two weeks following delivery to allow for City staff to compile and provide comment.

### **Task 2 – Data Gathering and Additional Background Research**

PACE will begin the feasibility study by gathering data and background information necessary to fully understand the existing WWTP and the surrounding area. This will include reviewing existing WWTP as-built from Lake Stevens Sewer District as well as obtaining all available information, including soil tests and other official documentation, on the abandonment of the existing WWTP. PACE will also perform a site visit to review the existing WWTP with Lake Stevens Sewer District. Notes from the site visit will be logged and reported for future reference.

PACE will review the City of Lake Stevens, Snohomish County, and Lake Stevens Sewer District GIS for information on the existing sewer conveyance system to understand the surrounding area and to develop a potential service area map for the regional septage receiving facility.

This task will also include preliminary research on access issues, ingress and egress, and property ownership associated with the existing WWTP and how that impacts the feasibility of the regional septage receiving facility.

### **Task 3 – Stakeholder Coordination**

In cooperation with City staff, PACE will develop a list of stakeholders and will coordinate with each as necessary during the feasibility study. PACE will search yellow pages and will ask Evergreen and Department of Ecology for licensed septage haulers in Snohomish County. This coordination will be valuable in assessing the interest in a regional septage receiving facility and potential beneficial use for repurposing the decommissioned existing WWTP.

A preliminary list of stakeholders is as follows:

- Regional septage haulers
- Department of Ecology
- Lake Stevens Sewer District
- Evergreen Septage Facility
- Adjacent WWTPs
  - Marysville
  - Alderwood
  - City of Snohomish
  - City of Everett

### **Task 4 – Feasibility Study**

The Feasibility Study will be prepared in accordance with industry standards. After review and revisions with the City of Lake Stevens Public Works Department, the study will be submitted to the City Council for review. The study will generally be a high level overview, including rough order of magnitude cost estimates and analysis, of the feasibility of repurposing the existing decommissioned WWTP into a regional septage receiving facility. The feasibility study will be outlined based on the following tasks.

#### **Task 4.1 – Project Description**

The goal of this section in the Feasibility Study is to provide a clear general summary of the existing WWTP and the proposed repurposing of the existing facility into a septage receiving facility. Maps and figures will

be created to show the location of the facility in relation to the existing Lake Stevens Sewer District system. A potential service area map and land application site maps will also be developed. A statement summarizing the overall beneficial use for designing and building the regional septage receiving facility will be provided.

#### **Task 4.2 – Septage Demand Forecasting**

PACE will develop and determine the septage receiving characteristics and strengths. The quantity and quality of the septage and the required performance of the receiving facility will be organized, analyzed, and presented in a summary table and figures (as needed). The table and figures will summarize the septage loading, treatment, and land application of solids.

PACE will coordinate with Evergreen for solids characterization results that they typically see at their facility. Furthermore, PACE will determine how many potential customers (haulers) would use the regional septage receiving facility and will quantify this in terms of number of trucks per day and a volumetric gallons per day quantity.

The feasibility of the regional septage receiving facility will be evaluated based on a twenty-year life. Forecasting the twenty-year loads requires PACE to estimate the future delivery of septage wastes from haulers in Snohomish County. PACE planners will investigate the current and changing policies and procedures of the Department of Ecology and municipalities in Snohomish County that are influencing the quantity of loads that would be accepted at the facility over a twenty-year life.

#### **Task 4.3 – Level of Treatment and Analysis**

The Feasibility Study will provide understanding of the loading and quality of wastewater (liquid) effluent that Lake Stevens Sewer District would need to receive and treat. An alternative analysis for solids management will be presented and will look at composting, hauling away, or combination of both. PACE will need to research composting to understand the process and design requirements.

The level of treatment and analysis will also consider land application as a potential solids management alternative. PACE will research and define the permitting requirements for land applying biosolids in Snohomish County. The Feasibility Study will include discussion and maps of potential land application sites.

#### **Task 4.4 – Alternatives for Treatment**

The Feasibility Study will include a section on treatment alternatives and how the existing WWTP components could be repurposed into beneficial parts of the septage receiving treatment process. In general the septage treatment process includes the following:

- Headworks providing coarse and fine screening (bar screen followed by rotary drum)
  - Screened debris and grit is disposed of in a landfill
- Aerobic digestion providing stabilization of biosolids
  - PACE will develop the required digester capacity based on septage loadings and demand. Depending on the required digester size, PACE will evaluate the feasibility of converting the existing clarifiers on the WWTP site to aerobic digesters.
  - The need for storage after digestion is required and alternatives will be outlined as part of the feasibility study.
- Lagoon for storage and further solid stabilization
  - PACE will evaluate land application as alternative.
- Treatment and handling of effluent streams
  - It is assumed that the liquid wastewater from the septage receiving facility will be conveyed to Lake Stevens Sewer District for treatment.



- Biosolids effluent is typically stored and handled in a pond. The solids settle to the bottom and roughly once a year the solids are harvested for final treatment.
- Harvesting biosolids and final treatment
  - PACE will develop an alternative analysis for composting, land application, or haul away options for biosolids management.
- Odor control is an important issue for the entire facility and will be discussed throughout this section.

#### **Task 4.5 – Financial**

The final section of the Feasibility Study is the financial considerations associated with repurposing the existing WWTP into a regional septage receiving treatment facility.

##### **Task 4.5a – Septage Removal Fees**

PACE will query local Snohomish County septage haulers to determine typical cost per load of septage delivered to the facility. The cost will be septage fees will be further developed by volume (gallons per day) or by individual trip. PACE will again coordinate with nearby WWTPs and local haulers to understand the standard.

##### **Task 4.5b – Capital Costs**

PACE will develop a cost estimate for completing the regional septage receiving treatment facility including both the rehabilitation and modification to the existing WWTP as well as any required new construction on the site. PACE will seek to identify programs that may provide grants or loans for this project. The grant and loan packages that are available will be summarized in a table with deadlines for application and potential rates and terms.

##### **Task 4.5c – Operation and Maintenance Costs**

PACE will estimate the power and labor costs for operating and maintaining the regional septage receiving treatment facility. In general, the bulk of the power costs are produced by running pumps to move septage through plumbing within the treatment process and blowers that provide the aeration within the digesters. Other miscellaneous site electrical loads contribute to the power costs. A contingency will be provided to estimate equipment startup, testing, commissioning costs, and annual repairs and rehabilitation costs.

PACE will also determine how many full-time employees (FTEs) will be required to operate the facility. We will research if DOE has any input or requirements.

There is cost inherent to solids management and PACE will determine those for the for two main options: composting and hauling away.

##### **Task 4.5d – Rates**

PACE assumes that the City of Lake Stevens would incur debt to finance capital cost for the regional septage receiving treatment facility. After adding in the O&M, engineering, legal, permitting fees, and an annual repairs and rehabilitation set-aside, an overall cost and annual debt service can be determined. Based on this annual debt service, operating costs, and repairs and rehabilitation, a user rate will be determined and compared with local treatment plant septage disposal fees.

#### **Assumptions:**

- The intent of this study is to determine feasibility only. The level of detail will not include detailed design or meet with the content requirements for an engineering report as defined in WAC 173-240.

June 15, 2021  
Eric Durpos  
Regional Septage Receiving Feasibility Study  
Page 6 of 6

[www.paceengrs.com](http://www.paceengrs.com)

**Deliverables:**

- Electronic copy, print ready, in PDF format of the draft and final copy of the Feasibility Study.
- Three (3) bound hard copies of the draft and final report.

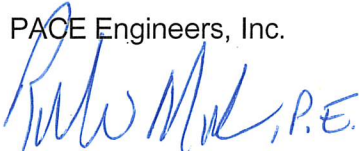
**Schedule:**

Upon written Notice to Proceed, from the City, PACE estimates completion of the initial draft feasibility study and delivery to the City within 14 weeks. The final feasibility study will incorporate City review comments and will be submitted 4 weeks following the City's review. A rough project schedule is attached.

PACE will perform the above-described work for a lump sum cost of \$75,000. Any additional work or services outside the previously describe scope can be accomplished at the attached rates on a time and material basis or as further agreed to. We look forward to working with you on this project.

Sincerely,

PACE Engineers, Inc.



Robin Nelson, PE  
Senior Principal Engineer

cc: Gene Brazel, City of Lake Stevens

**Attachments:**

2021 Rates  
Budget Worksheet  
Project Schedule



**WASHINGTON  
2021 STANDARD  
HOURLY RATE SCHEDULE**  
Effective January 1, 2021

<b>DESCRIPTION</b>	<b>HOURLY RATE</b>
1. Office Tech I, Expediter I	\$ 55.00
2. Office Tech II, Expediter II	\$ 71.00
3. Office Tech III, Intern, Jr. CAD Tech, Jr. Inspector, Engineer Tech, Survey Tech I	\$ 89.00
4. Jr. Planner, CAD Tech, Sr. Office Tech, Inspector, Designer, Engineer Tech I, Survey Tech II	\$ 100.00
5. Jr. Engineer, Designer I, Inspector I, CAD Tech I, GIS Tech, Planner, Project Administrator, Survey Tech III	\$ 114.00
6. Engineer I, Planner I, GIS Analyst I, Designer II, CAD Tech II, Inspector II, Sr. Project Administrator, Survey Tech IV	\$ 127.00
7. Engineer II, Planner II, GIS Analyst II, Designer III, CAD Tech III, Inspector III, Survey Tech V	\$ 140.00
8. Engineer III, Project Designer, Planner III, GIS Analyst III, Sr. CAD Tech, Sr. Inspector, Senior Survey Tech	\$ 151.00
9. Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, One-Person Crew, Project CAD Tech, Sr. GIS Analyst, Sr. Project Inspector, BIM Manager, CAD Manager	\$ 161.00
10. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, Sr. Project GIS Analyst, Structural Engineer, UAS Pilot	\$ 174.00
11. Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, Sr. Project Planner, IT Manager, Survey Project Manager	\$ 186.00
12. Project Manager, Planning Project Manager, Principal Surveyor	\$ 200.00
13. Sr. Project Manager, Sr. Principal Surveyor, Two-Person Crew	\$ 212.00
14. Principal Engineer, Principal Planner, Sr. Two-Person Crew	\$ 228.00
15. Senior Principal Engineer, Senior Principal Planner	\$ 245.00
<b>REIMBURSABLES</b>	
A. Subconsultants, Professional and Technical	Cost + 15%
B. Maps, reports, materials, permit fees, express delivery and messenger, pass-through bills, and similar items necessary for work in progress	Cost + 15%
C. Technology expenses associated with computers, software, electronic distance measuring devices, telephone, cell phone, photo copies, standard survey supplies and transportation and standard postage will be invoiced as a Technology Charge	2% of labor billing
D. Out-of-Town travel per diem and cost of commercial transportation	Cost + 10%
E. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile	\$ 0.60 per mile
* On job inspection mileage will be billed	\$ 0.60 per mile
F. Special Equipment/Software	
Special Software for Modeling/Analysis	\$ 10/hour
Large Format Blueprints and Reproduction – Bond	\$ 0.50/sq ft
Large Format Blueprints and Reproduction – Mylar	\$ 1.50/sq ft
Color Copies – In-house (8½ x 11)	\$ 0.25/page
G. Expert Witness	Rate x 1.5

- Notes:
- <sup>1</sup> All payment is due within 30 days from date of invoice. A monthly service charge of 1% will be added on all accounts older than 30 days.
  - <sup>2</sup> The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2021. After December 31, 2021, invoices will reflect the schedule of charges in effect at that time.
  - <sup>3</sup> PACE's rates include professional liability insurance coverage for claims up to \$2 million. Clients can purchase additional coverage for cost and upfront payment of \$5,000 per additional \$1 million of insurance up to a maximum of \$5 million.



PACE Engineers

Project Budget Worksheet - 2021 Washington Standard Rates

Project Name	Regional Septage Receiving Treatment Facility Feasibility Study	Client:	City of Lake Stevens	Prepared By:	PK / RN
Project #:	TBD	Billing Group #:	TBD	Task #:	
				Date:	6/15/2021

Staff Type # (See Labor Rates Table) Staff Type Hourly Rate  Drawing/Task Title	Labor Code	Labor Hours by Classification										Hour Total Dollar Total	
		1	10	14	33	67	91						
	Job Title	Senior Principal Engineer	Principal Engineer	Project Engineer	Sr. Planner	Sr. GIS Analyst	Project Administrator						
Task A - Floodplain Research		8	4	8	2	2	1					25.0	\$5,022
Task 1 - Project Management													
Task 1.1 - Project Administration		8	4									12.0	\$2,872
Task 1.2 - Project Coordination		8	4									12.0	\$2,872
Task 1.3 - Kickoff Meeting with City		4		4								8.0	\$1,676
Task 1.4 - Quality Assurance / Quality Control		2	12									14.0	\$3,226
Task 1.5 - Report Preparation		2	4	8	2	2	12					30.0	\$4,806
Task 1.6 - Review Meetings with City		8		8								16.0	\$3,352
Task 2 - Data Gathering and Background Research		4		12	8	8						32.0	\$5,644
Task 3 - Stakeholder Coordination		12		4								16.0	\$3,636
Task 4 - Feasibility Study													
Task 4.1 - Project Description		2		4	4							10.0	\$1,830
Task 4.2 - Septage Demand Forecasting		8		16	8	12						44.0	\$7,964
Task 4.3 - Level of Treatment and Analysis		20		40	12	12						84.0	\$15,724
Task 4.4 - Alternatives for Treatment		20		40								60.0	\$11,860
Task 4.5 - Financial		10		20								30.0	\$5,930
Hours Total		108.0	24.0	156.0	34.0	34.0	12.0					393.0	
Labor Total		\$26,460	\$5,472	\$27,144	\$5,474	\$5,474	\$1,368						\$71,392.00

Expenses		Reimbursable	
	rate/unit	Quantity	Cost
Postage/Courier			
Plotter			\$1,000.00
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			
Technology Fee (2% of labor)			\$1,427.84
Total			\$2,427.84

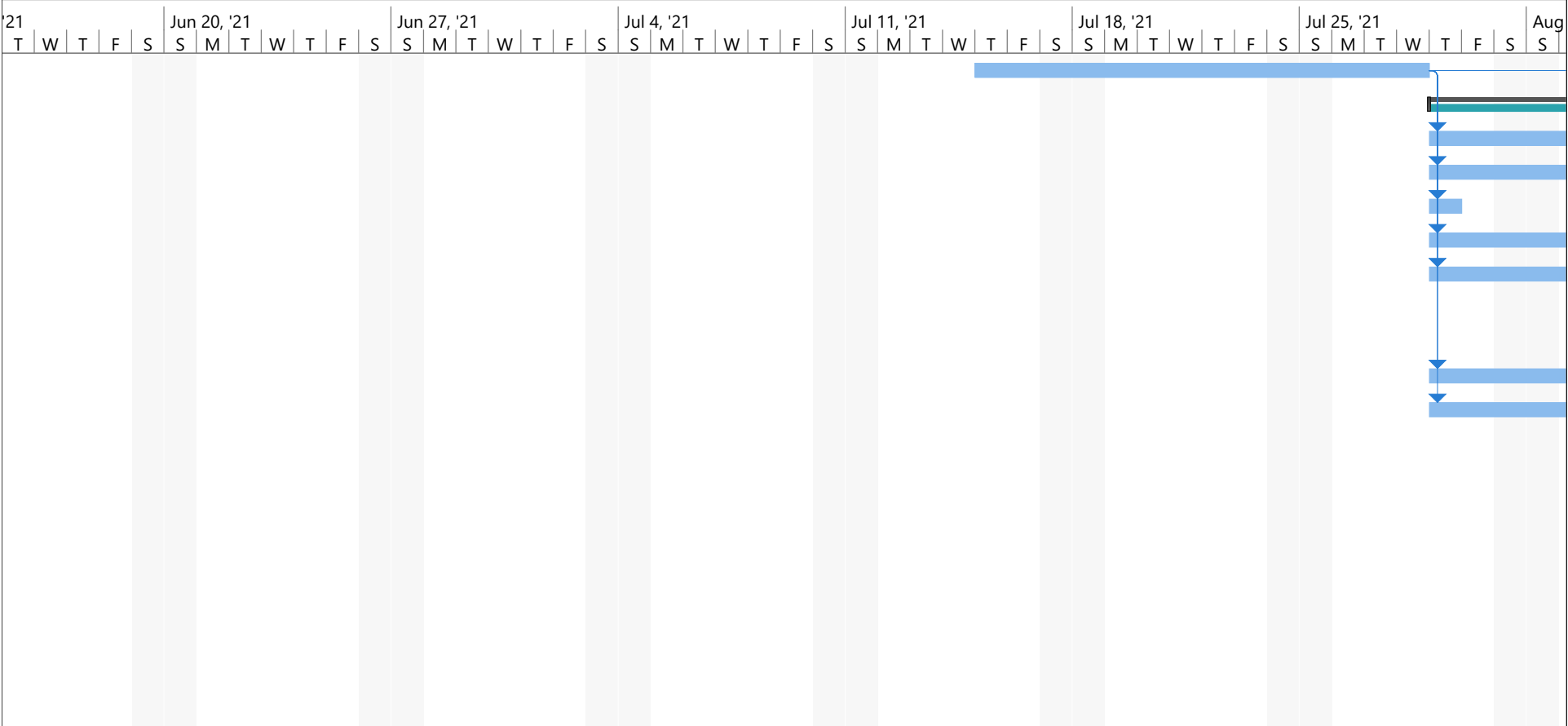
Subconsultants	
Utility Locate	
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
Subconsultant Subtotal	
Markup	15%
Total	

PACE Billed Labor Total	\$71,392.00
Reimbursable Expenses	\$2,427.84
Subconsultants	
Total Project Budget	
\$73,819.84	




















ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Cost	Actual Start	Actual Finish	13, '21
1		Task A - Floodplain Research	10 days	Thu 7/15/21	Wed 7/28/21		\$5,022.00	NA	NA	
2		<b>Task 1 - Project Management</b>	<b>70 days</b>	<b>Thu 7/29/21</b>	<b>Wed 11/3/21</b>		<b>\$18,804....</b>	<b>NA</b>	<b>NA</b>	
3		Task 1.1 - Project Administration	70 days	Thu 7/29/21	Wed 11/3/21	1	\$2,872.00	NA	NA	
4		Task 1.2 - Project Coordination	70 days	Thu 7/29/21	Wed 11/3/21	1	\$2,872.00	NA	NA	
5		Task 1.3 - Kickoff Meeting w/ City (TBD)	1 day	Thu 7/29/21	Thu 7/29/21	1	\$1,676.00	NA	NA	
6		Task 1.4 - QA/QC	70 days	Thu 7/29/21	Wed 11/3/21	1	\$3,226.00	NA	NA	
7		Task 1.5 - Report Preparation	70 days	Thu 7/29/21	Wed 11/3/21	1	\$4,806.00	NA	NA	
8		Task 1.6a - Draft Review Meeting w/ City	1 day	Thu 10/7/21	Thu 10/7/21	18	\$1,676.00	NA	NA	
9		Task 1.6b - Final Review Meeting w/ City	1 day	Wed 11/3/21	Wed 11/3/21	20	\$1,676.00	NA	NA	
10		<b>Task 2 - Data Gathering and Background Research</b>	<b>15 days</b>	<b>Thu 7/29/21</b>	<b>Wed 8/18/21</b>	<b>1</b>	<b>\$5,644.00</b>	<b>NA</b>	<b>NA</b>	
11		<b>Task 3 -Stakeholder Coordination</b>	<b>20 days</b>	<b>Thu 7/29/21</b>	<b>Wed 8/25/21</b>	<b>1</b>	<b>\$3,636.00</b>	<b>NA</b>	<b>NA</b>	
12		<b>Task 4 - Feasibility Study</b>	<b>35 days</b>	<b>Thu 8/19/21</b>	<b>Wed 10/6/21</b>		<b>\$43,308....</b>	<b>NA</b>	<b>NA</b>	
13		Task 4.1 - Project Description	5 days	Thu 8/19/21	Wed 8/25/21	1,10	\$1,830.00	NA	NA	
14		Task 4.2 - Septage Demand Forecasting	10 days	Thu 8/26/21	Wed 9/8/21	1,13	\$7,964.00	NA	NA	
15		Task 4.3 - Level of Treatment and Analysis	15 days	Thu 9/9/21	Wed 9/29/21	1,14	\$15,724....	NA	NA	
16		Task 4.4 - Alternatives for Treatment	15 days	Thu 9/9/21	Wed 9/29/21	1,14	\$11,860....	NA	NA	
17		Task 4.5 - Financial	5 days	Thu 9/30/21	Wed 10/6/21	1,16	\$5,930.00	NA	NA	
18		Draft Feasibility Study Report Deliverable	0 days	Wed 10/6/21	Wed 10/6/21	17	\$0.00	NA	NA	
19		Incorporate City Comments	18 days	Fri 10/8/21	Tue 11/2/21	8	\$0.00	NA	NA	
20		Final Feasibility Study Report Deliverable	0 days	Tue 11/2/21	Tue 11/2/21	19	\$0.00	NA	NA	

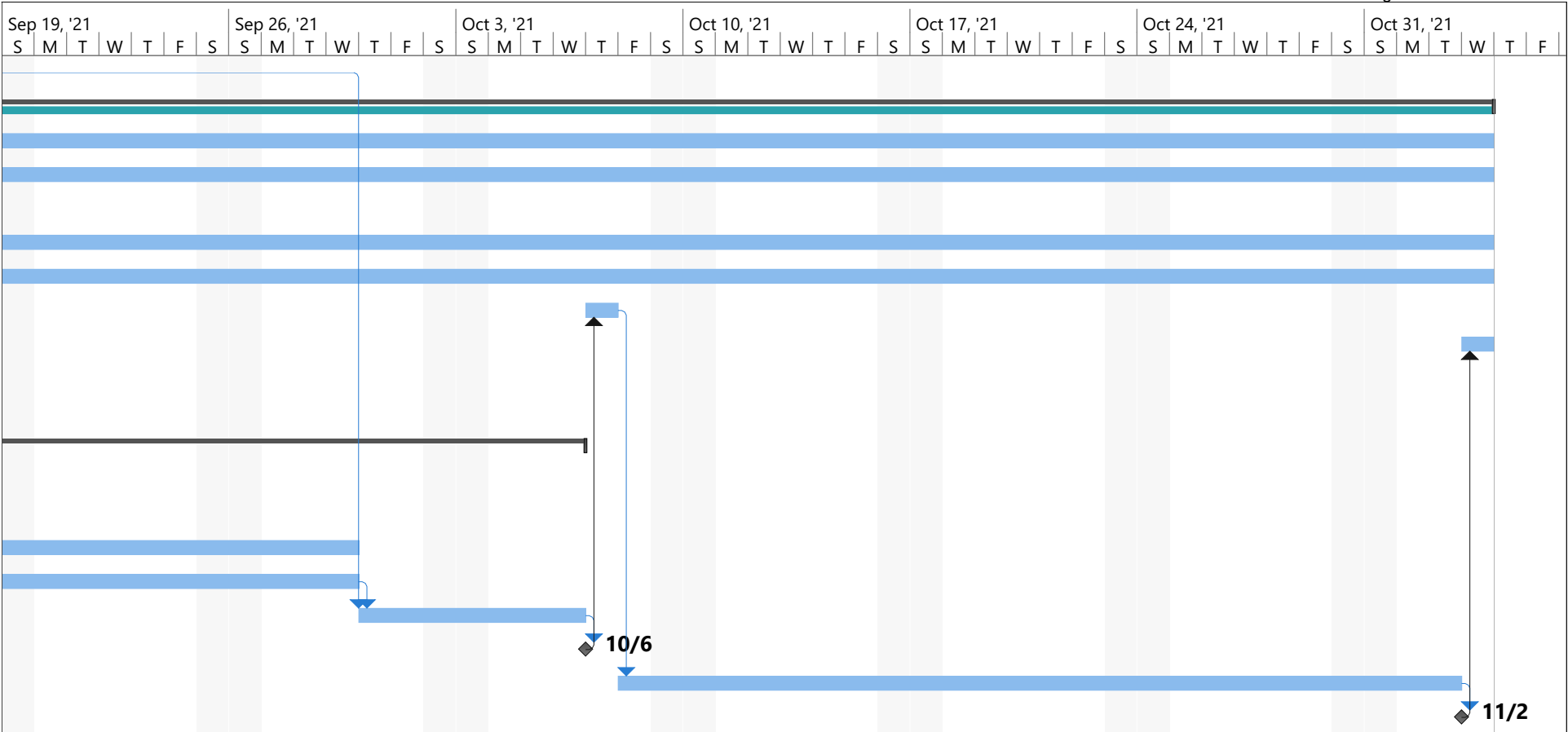
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Project: City of Lake Stevens - R Date: Tue 6/15/21	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



Project: City of Lake Stevens - R Date: Tue 6/15/21	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

Project: City of Lake Stevens - R Date: Tue 6/15/21	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
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	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



Project: City of Lake Stevens - R  
Date: Tue 6/15/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY  
Bellingham Field Office • 913 Squalicum Way, Unit 101 • Bellingham, WA 98225  
(360) 255-4400 • FAX (360) 715-5225

November 4, 2019  
Tonya Christoffersen  
1106 Vernon Road Suite A  
Lake Stevens WA 98258

Re: Lagoon Closure Completion

Dear Tonya Christoffersen:

The purpose of this letter is to acknowledge that Lake Stevens Sewer District has fulfilled the requirements of the closure plan dated October 2018 and addendum dated March 2019 for the decommissioning of the wastewater treatment lagoon located at 500 Sunnyside Blvd, Lake Stevens Washington to Ecology's satisfaction.

It is the responsibility of the Lake Stevens Sewer District to communicate any remaining site restrictions to the future owner of former lagoon site. Those restrictions can be found in WAC 173 308 210 (5)(a)(i-x), *Bulk biosolids applied to agricultural land, forest land, a public contact site, or a land reclamation site*. When calculating the time elapsed since application of biosolids Lake Stevens, or the current owner of the former lagoon site, will use September 3, 2019 as the application date.

As the decommissioning and closure of the lagoon is complete, the property located at 500 Sunnyside Blvd, Lake Stevens Washington is no longer covered under Lake Stevens Sewer District's coverage under the General Permit for Biosolids Management.

If you have any questions please contact Amber Corfman at (360) 255-4406 or [amber.corfman@gmail.com](mailto:amber.corfman@gmail.com)

Sincerely,

A handwritten signature in blue ink, appearing to read "Amber Corfman", written over a horizontal line.

Amber Corfman  
Northwest Regional Biosolids Coordinator

Enclosures

Cc:  
Caitlin Dwyer – Lake Stevens Sewer District





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 7/13/2021

**Subject:** Employee Handbook Update

**Contact** Anya Warrington/Human Resources  
**Person/Department:** \_\_\_\_\_

**Budget Impact:** N/A

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Resolution No 2021-013 updating the City's Employee Handbook.

---

**SUMMARY/BACKGROUND:**

Lake Stevens Municipal Code Section 2.76.030 provides that the City has adopted and will from time to time update personnel policies. In October 2020, City Council updated the LSMC to provide the Mayor and City Administrator authority to amend the Employee Handbook, except for policies related to wages and benefits of the city employees, which must be approved by City Council.

The proposed updated Employee Handbook contains a mix of benefits/wages related policy updates, as well as administrative policies (already reviewed by the Mayor and City Administrator). The policy updates to bring to Council's attention related to benefits/wages specifically are as follows:

- *4.10 Temporary Assignment to Higher Classification/Out-of-Class Pay* – Added out-of-class pay eligibility. This is similar to what is stated in our collective bargaining agreements (CBA) and is a gap in our current handbook, which was brought to our attention late last year when essential duties needed to be covered while staff were out on family medical leave. This policy allows for non-represented employees to receive out-of-class pay when necessary and upon approval.
- *5.03 Retirement/Deferred Compensation* – Updated to reflect the City's 1% contribution match which was approved already by City Council in the budget for June 2021 implementation.
- *5.07 Family Medical Leave* – Revised to allow employees to use their choice of unpaid leave or accrued leave during approved FMLA events. This change is recommended to allow greater flexibility to our employees when family/medical leave is needed. This change also comes recommended from legal counsel in order to better align with Washington Paid Sick Leave regulations.
- *5.08 Additional Family and Medical Leave Entitlements Under Washington State Law; Integration with FMLA* – Updated policy to employees to use supplemental benefits when approved for Washington Paid Family Medical Leave. In our contract negotiations

with the Lake Stevens Police Guild and the new CBA passed earlier this year, we agreed to establish an employee committee to review this policy. This policy recommendation came directly from that committee, which involved staff across city departments. This allows staff to supplement their own accrued leave with benefits they are receiving from the state (which is a limited income).

- 5.09 *Other Unpaid Leave* – Clarified language and added policy exception with approval.
- 5.13 *Tuition Reimbursement* – Added required documentation necessary.
- 5.18 *Vacation* – Adjusted accrual rates. This recommendation comes after a vacation accrual study was conducted by Human Resources using surrounding & comparable cities. Also, these accruals were considered for the following reasons: to provide more vacation hours in the beginning of employment to allow for better work/life balance for families; to address recent challenges when making offers of employment with our current accrual rates; and input by tenured staff that vacation accruals have not been reviewed in at least the last 10 years. This change also mirrors the updated accrual rates in the Lake Stevens Police Guild's 2021-2023 CBA approved earlier this year.
- 5.20 *Holidays* – Updated to allow holidays to be paid by scheduled work shift. This recommendation comes from the increasing use of flexible work schedules. For example, this allows an employee working a 4/10 schedule to get paid for their holiday off without submitting an additional 2 hours of leave. This change also mirrors the updated accrual rates in the Lake Stevens Police Guild's 2021-2023 CBA approved earlier this year.

During the consideration of this handbook update, input was gathered from the Finance Department, various city employees, the Mayor and City Administrator. The Teamsters and Lake Stevens Police Guild have also been notified of such changes. In the future, regular policy reviews will occur and any benefit/wage related updates will be brought to the City Council for approval.

\*Note: The attached Employee Handbook is using track changes so Council can see the updates, however, the table of contents page numbers will only update and reflect correctly in the final version.

**RECOMMENDATION:**

Approve Resolution No. 2021-013, updating the City's personnel policies and procedures.

---

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

---

**BUDGET IMPACT:**

The benefit changes do not change any budget items but have potential cost impact in liabilities as it relates to cashing out of vacation leave at separation of employment.



---

**ATTACHMENTS:**

- ▶ Exhibit A: Resolution 2021-013

CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON

**RESOLUTION NO. 2021-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON ADOPTING AND APPROVING THE AMENDMENT OF THE CITY OF LAKE STEVENS' EMPLOYEE HANDBOOK, SUPERSEDING PRIOR VERSIONS OF THE EMPLOYEE HANDBOOK, PASSED AND APPROVED BY RESOLUTION 2019-018 ON THE 29<sup>TH</sup> OF NOVEMBER 2019.**

WHEREAS, pursuant to Resolution No. 2019-018, the City adopted the Employee Handbook containing personnel policies and procedures that relate to wages and benefits for City employees per Lake Stevens Municipal Code Chapter 2.76; and

WHEREAS, said policies and procedures require updating and supplementation from time to time to keep current with changes in the law and changes to City operations and practices; and

WHEREAS, City personnel policies and procedures should be implemented to address matters in addition to employee benefits; and

WHEREAS, personnel procedures designed to implement personnel policies shall be approved by the Mayor, or City Administrator pursuant to the executive authority provided by the Mayor pursuant to RCW 25A.12.100; and

WHEREAS, personnel policies and procedures shall apply to all City employees unless preempted by a collective bargaining agreement with the City, or in the case of the Police Department, Lexipol policy and/or civil service rules;

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1: The Employee Handbook dated August 1, 2021 attached hereto as Exhibit A is hereby adopted as official Employee Handbook for the City of Lake Stevens.

Section 2: The Mayor and City Administrator are hereby authorized and directed to execute, implement and apply said policies and procedures in their official capacity as provided by law and the official act and deed of the City of Lake Stevens, Washington.

Section 3: All prior versions of the Employee Handbook are hereby superseded and replaced by this Resolution.

PASSED by the City Council of the City of Lake Stevens this 13<sup>th</sup> day of July 2021.

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

EXHIBIT A  
Employee Handbook  
Updated: August 1, 2021



## EMPLOYEE HANDBOOK

Updated: ~~July 15~~August 1, 20201

## City of Lake Stevens Employee Handbook

**Policy Effective** : November 26, 2019

### **Revisions:**

March 6, 2020:

- 5.18 Annual Leave (Vacation) – Specific to maximum accrual and cash-out maximums.

July 15, 2020:

- 5.08 Additional Family and Medical Leave Entitlements Under Washington State Law; Integration with FMLA – update~~ds~~ policy to reflect Washington Paid Family and Medical Leave and removes WA Family Leave Act.

August 1, 2021:

- 1.02 About City of Lake Stevens – Updated vision statement.
- 3.09 Employment of Relatives – Updated definitions.
- 4.10 Temporary Assignment to Higher Classification/Out-of-Class Pay – Added out-of-class pay eligibility.
- 4.14 Telecommuting – Revised to expand list of items city will supply to employees and added Remote Workforce Asset Form.
- 5.01 Health and Welfare Benefits – Clarified language for the dual coverage opt-out section.
- 5.03 Retirement/Deferred Compensation – Updated to reflect the City's 1% contribution match.
- 5.07 Family Medical Leave – Revised to allow employees to use their choice of unpaid leave or accrued leave during approved FMLA events.
- 5.08 Additional Family and Medical Leave Entitlements Under Washington State Law; Integration with FMLA – Updated policy to allow employees to use supplemental benefits.
- 5.09 Other Unpaid Leave – Clarified language and added policy exception with approval.
- 5.13 Tuition Reimbursement – Added required documentation necessary.
- 5.18 Vacation – Adjusted accrual rates.
- 5.19 Sick Leave – Corrected RCW reference to definitions of family members; added frontloading of sick leave for new employees.
- 5.20 Holidays – Updated to allow holidays to be paid by scheduled work shift.

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## INTRODUCTION

### 1.01 WELCOME TO CITY OF LAKE STEVENS

If you are a new employee of City of Lake Stevens, welcome to our team. For those of you who have been with us for a while, thank you for your continuing service. Our goal is to recruit, develop, and retain outstanding employees who are committed to fostering public service excellence. You are part of a dedicated team of employees and we are here to support you as you support the city's mission.

This Employee Handbook is intended as a helpful resource regarding your employment with the city. It covers topics including:

- The mission, vision, and values of our city
- Organizational structure and how various departments support our city's goals
- Tools and resources that are accessible and where to find them
- Benefits programs and payroll information
- City personnel policies and procedures
- Information to keep you safe while at work

Thank you for being a part of the city team. We hope you find working for the City of Lake Stevens a rewarding, challenging, inspiring, and personally satisfying experience. We look forward to working with you!

### 1.02 ABOUT CITY OF LAKE STEVENS

Since settling in 1886, Lake Stevens has been home to families who set their sights on pioneering a better way of life for western Washington and beyond. Surrounding one of the region's most coveted recreational lakes, the City of Lake Stevens has emerged as one of the most desirable places in the state to call home.

Just 10 minutes east of Everett, and 34 minutes from downtown Seattle, Lake Stevens is home to hardworking families and retirees. Our growth is outpacing the rest of Snohomish County. In 2019 we had more than 33,000 residents and forecast that, by 2035, Lake Stevens will experience 40% growth to exceed a population of 40,000.

The City of Lake Stevens operates under the mayor-council system. The city's motto, "One Community Around the Lake", embodies its quality of life, top-ranked school district, and the City Council's commitment to providing excellent services and amenities for its citizens.

Our Mission Statement:

To create a beautiful and functional community by being a caring, committed, and trusted provider of municipal services.

Our Vision Statement:

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.~~Provide outstanding municipal services to support the physical and social well-being of the community of Lake Stevens.~~

Our Values:

- Integrity – Promoting honesty and professional ethics
- Respect – Caring about customers and employees being trustworthy and openly trusting of others
- Service – Providing excellent service, responsive to customer needs
- Creativity – Encouraging entrepreneurial spirit within the organization
- Partnership – Creating a team atmosphere, both inside and outside the organization

### **1.03 PURPOSE AND SCOPE OF EMPLOYEE HANDBOOK**

This Employee Handbook summarizes the City's basic personnel policies and is intended to serve as a resource concerning your employment with the City. This Handbook supersedes all prior personnel policies of the City, except where such pre-existing policies are referenced in this Handbook. As State and Federal laws change and the City grows or evolves, personnel policies may change. The City, therefore, reserves the right to modify, revoke, suspend, terminate, or deviate from the policies set forth in this Handbook at any time. The City will provide reasonable notice of any policy changes, to all appropriate representatives and employees.

There are several things to keep in mind about this Handbook. First and foremost, the Handbook contains only general information and guidelines. It does not constitute an employment contract, or promises of specific treatment, or a promise of employment of any specific duration between the City and its employees. Second, this Handbook is not intended to address every aspect of your employment in detail. In some cases, details may be found in other controlling documents, such as collective bargaining agreements, Civil Service Rules and Regulations, or summary plan descriptions of benefit plans. You may also have questions about whether and how a section applies to a specific situation. For any questions about a specific employment issue, please contact Human Resources for guidance.

Additionally, this Handbook applies to all employees of the City of Lake Stevens. Certain policies – including those addressing behavioral expectations, unlawful harassment, confidential information and ethics – also apply to volunteers and interns. In cases where these policies conflict with an applicable state or federal law or an individual written employment agreement or collective bargaining agreement, the terms of the law or contract will control. In addition, employees covered by a collective bargaining agreement should look to that agreement as the exclusive source of information describing wages and fringe benefit entitlements.

Finally, please note that in addition to the policies included in this Handbook, your Department or work group may have standard operating procedures or other work rules that pertain to you. Those rules and procedures supplement the policies included in this Handbook.

## **GENERAL EMPLOYMENT POLICIES**

### **2.01 EQUAL EMPLOYMENT OPPORTUNITY**

The City of Lake Stevens is an equal opportunity employer. All employees and potential employees will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex, race, religion, marital status, military or honorably discharged veteran status, age, national origin, sexual orientation, gender identity, color, creed, ancestry, disability, genetic information, or any other basis prohibited by law.

Any employee who believes that he or she has been discriminated against or has suffered from unlawful harassment or retaliation should report it to their supervisor, any city management employee, or Human Resources. Any member of city management who receives such a complaint should report it to Human Resources immediately. Upon receipt of a complaint, the City will investigate and take appropriate corrective action as may be warranted.

### **2.02 DISABILITY ACCOMMODATION; PREGNANCY ACCOMMODATION**

The City of Lake Stevens complies with the Americans with Disabilities Act (ADA) and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the City will provide a reasonable accommodation to qualified employees with a disability if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship or a direct threat to the health or safety of others.

Additionally, an employee who needs accommodation due to pregnancy may be afforded the following accommodations with or without medical certification: frequent, longer, or flexible restroom breaks; modifying a no food or drink policy; job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station; seating or allowing the employee to sit more frequently if their job requires standing; providing for a temporary transfer to a less strenuous or less hazardous position; and providing assistance with manual labor and limits on lifting. In addition, a pregnant employee may be entitled to other workplace accommodation(s), provided there is no significant difficulty or expense, and subject to written certification from a health care professional regarding the need for the requested accommodation.

If you would like to request reasonable accommodation, please contact Human Resources. Human Resources will work with you (and your health care provider, as needed) to evaluate the need for reasonable accommodation and options for providing reasonable accommodation.

### **2.03 RELIGIOUS ACCOMMODATION**

The City respects the religious beliefs and practices of all employees and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on city business or operations. If you believe you need accommodation for religious reasons, please contact Human Resources.

## **2.04 PROHIBITION OF UNLAWFUL HARASSMENT**

The City of Lake Stevens is committed to providing a workplace that is free from discrimination or any kind of unlawful harassment. In keeping with this commitment, the City will not tolerate harassment by City employees, or of City employees, by anyone including any co-worker, contractor, vendor, member of the public, or other third party. Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, sexual orientation, gender identity, color, race, ancestry, religion, national origin, age, disability, marital status, veteran status, citizenship status, or another protected group status. The City will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Sexual Harassment. Sexual harassment is one form of unlawful harassment that will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.

Examples of Harassment. Individuals must exercise their own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of unlawful harassment include, but are not limited to:

- Verbal: repeated sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
- Visual/Non-verbal: derogatory posters, cartoons, drawings or emails; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;
- Physical: unwanted physical contact including touching, interference with an individual's normal work movement or assault; and
- Other: making or threatening reprisals as a result of a negative response to harassment.

Complaint Procedure. If you believe you are being subjected to unlawful harassment or discrimination, or if you become aware of such conduct being directed at someone else, promptly notify Human Resources, your supervisor, or any member of City management. You may also submit a complaint to the Mayor. The City encourages employees to use this harassment reporting policy without worrying about whether the conduct involved would be considered harassment in a legal sense. If you think it might be harassment, report it. This applies to harassment or discrimination caused by anyone with whom an employee comes into contact as part of an employee's job, including co-workers, contractors, vendors, suppliers, members of the public, or any other third party.

All complaints will be investigated thoroughly and promptly. To the extent possible, complaints will be handled confidentially. Refusal to cooperate in an investigation will be grounds for discipline up to and including termination.

The City prohibits retaliation or adverse action against employees because of their good faith report of harassment or participation in the investigation of alleged harassment.

Discipline. If the investigation shows the accused individual engaged in harassment, appropriate action will be taken, as in the case of any other serious misconduct. Such actions may include warnings, verbal and/or written reprimands, suspension or termination.

## **2.05 WORKPLACE VIOLENCE**

Prohibition of Workplace Violence. The City of Lake Stevens strictly prohibits threatened or actual workplace violence. This includes, but is not limited to, any of the following conduct in or around City premises or the workplace, or otherwise related to City employment:

- Threatening or causing injury to a person
- Fighting or threatening to fight with another person
- Using or threatening to use a weapon while on City premises
- The possession, custody, storage, or control of a firearm on City premises (unless the employee has advance written permission from the City)
- Abusing or damaging property
- Using obscene or abusive language or gestures in a threatening manner
- Raising voices in a threatening manner (e.g., yelling or screaming)
- Because of the potential for misunderstanding, joking about any of the above misconduct is also prohibited

“City premises” Definition. The term “City premises” means all areas under City ownership and/or control including, but not limited to buildings, offices, vehicles, work areas, lounges, desks, cabinets, lockers, and storage areas. The City reserves the right to search all City premises and employee property brought onto City premises when the City determines that such a search is a reasonable and necessary precaution for workplace safety.

Reporting Violent Conduct. Any workplace violence incidents, or incidents presenting a potential for violence, are to be reported to a supervisor or other member of management (and/or Human Resources) as soon as possible. If the supervisor and Human Resources are implicated in the complaint, a report may be made to the Mayor. Incident reports are to be completed as appropriate. If management determines that an employee has violated this section, the employee will be subject to discipline up to and including discharge, as deemed appropriate by the City. The City shall handle specific concerns with customers or other public parties as it determines under its policies and procedures.

Imminent Danger/Violence Incident Procedure. Any employee who reasonably believes that a situation with an aggressive employee, guest, citizen, contractor, vendor, or other party may immediately become violent and may put the employee or others in imminent danger at the work site, should promptly leave the work area and report to their supervisor or other member of management (and/or Human Resources). Depending on the circumstances, the employee may first call 911 and/or try and secure the area and see that no other individuals are potentially at risk. No disciplinary action shall be taken against any employee who leaves a work area when the employee has a reasonable belief that an emerging situation with an aggressive person is likely to turn violent at that time at the work site. The supervisor should take immediate action

by calling 911 (if warranted) and contacting Human Resources. The timing and circumstances of the return by the employee to the work area should be coordinated by the employee with City management.

Security Precautions. Staff security is one of the City's highest priorities. All City security policies and rules must be adhered to at all times. It is especially important that building security rules and procedures are specifically enforced at all times (e.g., doors locked after hours). Failure to comply with these requirements may lead to disciplinary action, up to and including discharge, as deemed appropriate by the City.

Safety Accommodations for Victims of Domestic Violence, Sexual Assault or Stalking. The City will make reasonable safety accommodations for any employee who is a victim of domestic violence, sexual assault or stalking. Accommodations may include, for example, modification of a telephone number or email address, modified work schedule or implementation of safety procedures. If you are a victim in need of safety accommodations, please contact Human Resources.

## **2.06 CODE OF ETHICS/CONFLICTS OF INTEREST**

The City of Lake Stevens is committed to achieving the highest standards of professionalism and ethical conduct in its operations and activities, and to complying with all applicable laws. This section is intended to increase awareness of potential conflicts of interest and establish a procedure for reporting them.

Conflict of Interest: The City prohibits all employees from using their position with the City or the City's relationship with its clients, vendors, or other business affiliates for private gain or to obtain benefits for themselves or members of their family. For purposes of this section, a potential conflict of interest occurs when an employee's outside interests (e.g., financial or personal) interfere with the City's interests or the employee's work-related duties. If you have a question about whether a situation is a potential conflict of interest, please contact Human Resources. By way of example, employees shall not:

- Use or give the appearance of using their positions for personal gain for themselves or for those with whom they have family, business or other personal interests
- Receive, accept, take, seek or solicit, directly or indirectly, anything of economic value as a gift, gratuity or favor from any person or from any officer or director of such person, if they have reason to believe the donor would not give the gift, gratuity or favor but for their position with the City
- Receive, accept, take, seek or solicit, directly or indirectly, anything of economic value as a gift, gratuity or favor from any person or from any officer or director of such person, if they have reason to believe such person:
  - Has or is seeking to obtain contractual or other business or financial relationship with the City; or
  - Conducts operations or activities that are regulated by the City; or
  - Has interests which may be substantially affected by the performance or non-performance of official duties
- Have a beneficial interest, directly or indirectly, in any contract, sale, lease or purchase that may be made by, through or under their authority, in whole or in part, or accept, directly or indirectly, any compensation, gratuity, or reward from any such person beneficially interested therein

- Use any person, money, equipment or property under their official control, custody or direction for their own private gain or benefit.

Outside Employment: Outside employment can create a conflict of interest. Employees may engage in another job outside their employment with the City if the outside job does not conflict with the interests of the City or interfere with the employee's ability to perform the City job.

Specifically, outside activities may not:

- Interfere with City job responsibilities;
- Be conducted during the employee's work hours;
- Utilize City telephones, computers, supplies, or any other resources, facilities or equipment;
- Involve employment with or the provision of consulting to a firm that contracts with or does business with the City; or
- Be reasonably perceived as a conflict of interest or raise a reasonable appearance of a conflict of interest

Before accepting outside employment, an employee must disclose the work to their supervisor and obtain a determination that the outside job would not constitute a conflict of interest.

Consensual Relationships Between Employees: At times, consensual romantic and/or sexual relationships may develop between co-workers. When such a relationship arises between an employee who has supervisory authority and one who does not, an actual or perceived conflict of interest may exist. Accordingly, these situations must be disclosed to Human Resources. The City will carefully consider the circumstances and may take appropriate action to address any conflict of interest. A supervisor's failure to disclose a relationship pursuant to this section may be grounds for discipline, including demotion or termination.

Employee Relationships with Citizens, Vendors and Other Business Affiliates. Employees are expected to maintain a courteous, business-like, and professional relationship with citizens, vendors and other business affiliates.

## **2.07 CIVILITY IN THE WORKPLACE**

Incivility, defined as deviant behavior with ambiguous intent to harm another person, violates our workplace norms for mutual respect and will not be tolerated. Employees will conduct themselves in an orderly, courteous, and civil manner toward others and not engage in behavior that generally tends to adversely affect or impair the efficiency of a co-worker, jeopardize working relationships with other employees, customers, business partners, or the general public.

The following are provided as examples, and not an inclusive list, of uncivil behaviors that employees are expected to refrain from:

- Backstabbing
- Bullying, defined as deliberate and focused mistreatment of a person
- Making, publishing or repeating false, vicious or malicious statements concerning a co-worker or client
- Hazing
- Hurtful gossip



- Mobbing, defined as an impassioned, collective campaign by two or more people to exclude, punish and humiliate an individual
- Physical aggression such as throwing objects, violent outbursts (i.e., hitting the wall, pounding on desks, damaging property, etc.); any physical act that a reasonable person would consider menacing or threatening behavior
- Unconstructive talk, such as rude comments or crude jokes; profanity

## **2.08 CONFIDENTIAL INFORMATION**

In the course of your employment with the City of Lake Stevens, you may have access to sensitive personal and medical information about co-workers and those we serve, as well as access to confidential information about City operations. This confidential information (whether in verbal, written or electronic format) may not be disclosed to anyone, except where required for a business purpose. The disclosure of confidential information (whether purposefully or inadvertently through casual conversation) not only violates City policy, but may also violate applicable state or federal law. Any unauthorized disclosure of confidential information may result in disciplinary action up to and including discharge.

## **2.09 WORKPLACE SAFETY/REPORTING OF INJURIES**

Every employee is responsible for maintaining a safe work environment. Employees must promptly report all unsafe or potentially hazardous conditions to their supervisor. The City of Lake Stevens will make every effort to remedy problems as quickly as possible. If an employee endangers other employees or the public, the action may result in immediate suspension or other disciplinary action up to and including termination.

If an employee is injured while on the job, no matter how minor, the employee must immediately notify their supervisor or Human Resources about the injury. The supervisor should promptly confer with Human Resources to ensure appropriate forms are completed.

In the event of an emergency, such as an employee's need for immediate medical care or an imminent safety threat such as fire or other hazard, employees should first address the immediate need by calling 911 or otherwise seeking assistance. As soon as possible thereafter, employees should report the situation to their supervisor or Human Resources.

Please refer to the city's Accident Prevention Plan (Health and Safety Manual) for more safety information and requirements.

## **2.10 HUMAN IMMUNODEFICIENCY VIRUS (HIV), HEPATITIS B AND C EXPOSURE**

The City will comply with all Centers for Disease Control & Prevention recommendations and current Washington State regulations regarding HIV, Hepatitis B and Hepatitis C risk and exposure. Any employee exposed to the HIV, Hepatitis B and/or Hepatitis C virus will receive baseline and follow-up studies. For procedures and protocols regarding exposure, please contact your direct supervisor or Human Resources.

## **2.11 WHISTLEBLOWER PROTECTION**

The City of Lake Stevens, in compliance with the Local Government Whistleblower Protection Act, RCW 42.41, encourages employees to disclose any improper governmental action of local

government officials or employees without fear of retaliation. This section also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.

Definitions:

“Improper Governmental Action” is any action by a local government officer or employee that is undertaken in the performance of the officer’s or employee’s official duties, whether or not the action is within the scope of the officer’s or employee’s employment, and

- a) in violation of any federal, state or local law or rule;
- b) an abuse of authority;
- c) of substantial and specific danger to the public health or safety; or
- d) a gross waste of public funds.

“Improper Governmental Action” does not include personnel actions including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, alleged violations of labor agreements or reprimands.

“Retaliatory action” means any adverse change in the terms and conditions of a City employee’s employment, or hostile actions by another employee towards a City employee that are encouraged by a supervisor or senior manager or official.

“Emergency” means a circumstance that if not immediately changed may cause damage to persons or property.

Procedure for Reporting Improper Government Action: Employees who become aware of improper governmental action should raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis for the employee’s belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves the employee’s supervisor, the employee may raise the issue directly with Human Resources or with the employee’s Department Director, the City Administrator or the Mayor. This should be done as soon as the employee becomes aware of the improper action. In the event a particular complaint involves allegations of criminal behavior, the City may refer the matter to the appropriate law enforcement authorities. If the complaint involves allegations of criminal behavior that may cause immediate harm to an individual or to property, the complaining employee may first report the matter to the Police Department before initiating the procedures described in this section. The Department Director, the City Administrator or the Mayor (or a designee) shall take prompt action to assist the City in properly investigating the report of improper governmental action. Officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under the law, unless the employee authorizes in writing the disclosure of the employee’s identity. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except the personnel actions taken as a result of the investigation may be kept confidential (to the extent permitted by law).

In an emergency, where the employee believes that personal injury or property damage may result if action is not taken immediately, the employee may report the improper governmental

action directly to the appropriate government agency with responsibility for investigating the improper action, such as:

Snohomish County Prosecuting Attorney  
3000 Rockefeller, M/S 504  
First floor of Mission Building  
Everett, WA 98201  
Phone: 425-388-3333  
<http://snohomishcountywa.gov/202/Prosecutor>

Attorney General, State of Washington  
1125 Washington St SE # 7  
Olympia, WA 98501  
Phone:(360) 753-6200  
<http://www.atg.wa.gov/>

U.S. Attorney (Western District of Washington)  
700 Stewart Street, Suite 5220  
Seattle, WA 98101-1271  
Phone: (206) 553-7970 or toll free: (800) 797-6722  
<http://www.justice.gov/usao-wdwa>

As noted above, the employee may also report an emergency criminal matter to the Police Department or another law enforcement agency.

Employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper governmental action occurred; or that insufficient action was taken by the City to address the improper action, or that for other reasons the improper action is likely to recur.

Employees who fail to make a good faith attempt to follow the City's procedures in reporting improper governmental action shall not be entitled to the protection of this section against retaliation, pursuant to RCW 42.41.030.

Protection Against Retaliatory Actions: Officials and employees are prohibited from taking retaliatory action against an employee because the employee has in good faith reported an improper governmental action in accordance with these policies and procedures.

An employee who believes he or she has been retaliated against for reporting an improper governmental action must provide written notice to their supervisor within 30 days of the alleged retaliatory action. If the supervisor is allegedly involved in the retaliation, the written notice should be provided to the Department Director, the City Administrator, Human Resources, or the Mayor. The written notice must specify the alleged retaliatory action and the relief requested. Officials and supervisors shall take appropriate action to investigate and assess complaints of retaliation. Represented employees may elect to pursue such issues through the labor agreement grievance process, in which case the procedures that follow would not apply.

After receiving the City's response to the retaliation complaint, or 30 working days after the delivery of the complaint to the City, the employee may request a hearing before a state

administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing should deliver the request for hearing to the Department Director, Human Resources, the City Administrator, or the Mayor within the earlier of either 15 working days after delivery of the City's response to the complaint of retaliation, or 45 working days after delivery of the employee's complaint of retaliation to the City. Upon receipt of the request for hearing, the City shall apply within five (5) working days to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge.

Management Responsibilities: The City Administrator is responsible for implementing City policies and procedures, for reporting improper governmental action and for protecting employees against retaliatory actions. This includes ensuring that this section and these procedures are:

- a) Permanently posted where employees will have reasonable access to them;
- b) Made available to any employee upon request, and;
- c) Provided to all newly hired employees.

Officers, managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this section and these procedures may result in appropriate disciplinary action up to and including discharge.

## **2.12 USE OF CITY VEHICLES**

City vehicles may be used by and assigned to employees who require transportation in order to conduct City business. Employees using City vehicles will be expected to adhere to policies set forth concerning the use of such vehicles. No City vehicle is to be used for any purpose other than for conducting the business of the City. Employees may be asked to use private vehicles for conducting City business in situations when a City vehicle is not available. All employees driving on behalf of the City must possess a current and valid Washington State driver's license. All employees driving City vehicles must maintain a driving record satisfactory to the City's insurance carrier.

City employees who use, or have been assigned to drive, a City vehicle as a condition of employment will be expected to exercise caution and care when driving in the course of employment. Employees must follow all applicable laws while driving on City business, including those requiring the use of seat belts and addressing the use of mobile devices. The City will make courses in defensive driving available from time-to-time to employee drivers.

Employee drivers will immediately report any accident/incident involving the use of a City vehicle to their immediate supervisor, and will call law enforcement upon any collision with damage over \$1000 or injuries to any party. The supervisor will review each accident/incident and ascertain whether the City driver was at fault. The City will counsel each driver involved in an accident/incident as appropriate, emphasizing the need to practice defensive driving.

Employees who use or are assigned to drive a City car as a condition of employment shall report any loss or suspension of their driver's license, or any arrest on a DUI charge, to their immediate supervisor within seven days of that event, regardless of whether the loss, suspension, or arrest involved City business.

The following shall be considered gross misconduct and grounds for disciplinary action of a City employee who drives a City vehicle as a condition of employment: (1) Loss or suspension of the employee's Washington State Driver's License; or (2) Conviction of driving a City vehicle under the influence of drugs or alcohol (DUI).

Driving violations while operating a City vehicle (including but not limited to reckless driving, negligent driving, or citations for accidents) may be considered gross misconduct and grounds for disciplinary action dependent upon the circumstances. If such situations arise, they will be reviewed by the City and a determination made as to whether disciplinary action is appropriate. The City will take into consideration all facets of the matter, including: (1) the extent of bodily injury, death, or property damage resulting from an accident; (2) the impact of the incident upon the City's ability to maintain automobile liability insurance; (3) the employee's explanation of circumstances involving the accident/citation; and (4) any extenuating circumstances.

### **2.13 USE OF PERSONAL VEHICLES FOR CITY BUSINESS**

The City maintains a fleet of vehicles for employee use when carrying out work assignments and to facilitate attendance at meetings, trainings, conferences and other work-related functions. Absent prior approval to use a personal vehicle by an employee's direct supervisor, employees must use City vehicles when carrying out City business. Permission to use a personal vehicle may be granted where it would be more economical or efficient, such as when an employee is responding to an emergency or other unexpected assignment, where use of a City vehicle would be uneconomical, where an employee has a work assignment that is on the way to or from work, or other circumstances where the employee's use of a personal vehicle is beneficial to the City.

If an employee's use of their personal vehicle is approved, the employee will be reimbursed at the then-current IRS mileage rate. Mileage for the employee's regular work commute is not reimbursable and will be subtracted from any reimbursement calculation. Where an employee is permitted to use their personal vehicle on a regular basis, the employee will be required to provide documentation establishing that the employee's personal insurance covers such use. The City will not be responsible for any costs associated with personal auto insurance.

### **2.14 EMPLOYEE IDENTIFICATION BADGES AND PROXIMITY CARDS/FOBS**

To enhance security and provide easy identification of City employees, all employees will be issued an identification (ID) badge within three days of employment with the City. For employees assigned to work locations other than the Police Department, the ID badges are also proximity cards for secure access to city facilities. All employees will wear ID badges while in City facilities or on City business. The employee is responsible for the ID Badge/Proximity Card, or security fob if the employee of the Police Department, assigned to them and will notify Human Resources or Police Department management immediately if the card or fob is lost, damaged or stolen.

### **2.15 ELECTRONIC COMMUNICATIONS AND TECHNOLOGY**

Electronic communications and technology develops and changes rapidly, with new devices and new forms of old ones emerging every year. City staff have the need to utilize a variety of modern communications tools in carrying out city business. These are useful and often

essential in daily work, but in emergencies they become critically important. Certain city positions have been identified to carry wireless communication devices at all practical times to assist with communications in the event of an emergency. Employees holding those positions will be provided city devices.

Some of these tools and devices also have the potential for personal use, and many employees own similar devices of their own. Some tools can also become a significant distraction from productive work time when browsing non-business related sites or carrying out personal business. Personal use of City tools and devices must be kept to a minimum, such as during rest or meal periods.

Employees may subject their personal devices to public records disclosure if they conduct City business, including email and text messages, on personal devices. The City does not authorize employees' use of personal devices for City business unless the business conducted also resides on the City's servers; a personal device may be subject to review for public records in accordance with state laws.

The purpose of this section is to govern the use of these tools and provide a unified set of standards and guidelines that cover multiple devices in order to minimize the potential exposure to the City from damages which may result from unauthorized use of City resources. It covers devices now in use, and new devices as they enter usage.

Applicability. This section applies to:

- Internet access, whether on a desktop PC, a laptop PC, a smart phone, a tablet, or any other electronic technology device
- Any use of a telephone (i.e., cellular, smart phone, land line, etc.)
- Any use of a fax machine
- Any transmittal of messages, information, or other electronic signals via devices owned by the City
- Any transmittal of messages, information, or other electronic signals involving or related to City business via devices not owned by the City
- Any posting of information on internet sites using City devices
- Any posting of City-related information on internet sites using devices not owned by the City

Definitions:

Business calls. Calls directly related to City business.

Desktop PC. A computer which generally consists of a monitor, keyboard, and computer, and which is therefore not easily portable. Typically (though not always) it is linked to the internet.

Hands-free. A telephone or other electronic device designed to be operated without using the hands.

Laptop PC. A portable computer with most, if not all, of the functions of a desktop computer. May include wireless internet connectivity.

Mobile Device. Device for transmitting information and/or data from a variety of locations. It is not tethered by a cord or by the need to remain close to a short-range transmitter. A

mobile device may be a computer tablet, smart phone or laptop enabled with wireless connectivity.

Personal calls. Calls not directly related to City business.

Remote Access. Ability to remotely connect to the City's network from any host. Only persons authorized in accordance with the Remote Access Section will be granted remote accessibility.

Voice Over Internet Protocol (VOIP). A method of speaking in real time over an internet connection. This is usually done via a service such as Skype, FaceTime or Google Voice, and may include voice only or voice and video connections. It may also be used for videoconferencing.

Virtual Private Network (VPN). Secure connection between two networks over a non-trusted network (such as the internet). VPNs are very useful when sensitive information must be transmitted or received over the Internet. VPN prevents third parties from reading or modifying the information in transit. The connection is controlled and secured by the software installed at the connection end-points. This software implements authentication, key exchange, and data encryption according to standards. Authorization for VPN access is limited and available only for those authorized in accordance with the Remote Access Section.

General Information. City-owned internet-access and communication devices shall be used predominantly for City-related business. Personal use of such City equipment is allowed on a limited basis, provided that all of the following conditions are met:

- There is little or no cost to the City
- Any use is brief in duration, occurs infrequently (e.g., on breaks or meal periods), and is the most effective use of time or resources
- The use does not interfere with the performance of the employee's official duties
- The use does not disrupt or distract from the conduct of City business due to volume, frequency, or substance
- The use does not disrupt other City employees and does not obligate them to make a personal use of City resources
- The use does not compromise the security or integrity of City property, information, or software

Employees should always consider both cost and effectiveness in determining what type of device to use for any particular communication.

Reasonable precautions should be made to prevent equipment theft and vandalism. All City-owned devices that are lost or stolen must be reported immediately to a manager/supervisor and the IT Department.

No Expectation of Privacy. By using the City's technology systems, employees acknowledge and agree that they have no expectation of privacy or confidentiality in their use of these systems or in any data that they create, store, or transmit on or over the systems, including any data created, stored or transmitted during an employee's incidental personal use of the City systems as permitted under this section. To ensure appropriate use, employees' use of the systems may be monitored and any data that they create, store, or transmit on or over City

systems may be inspected by City management at any time. Employees should understand that certain email messages, other electronic communications and documents created on City computer systems (to include printers, copiers, scanners, fax machines, etc.), or on personal devices where it relates to City business, may be considered a public record subject to disclosure and/or subject to discovery in the event of litigation.

Costs. Expenses incurred for the purchase and use of City-owned devices should be billed directly to the City. Expenses incurred for the purchase of employee-owned wireless communication devices and air time usage should be billed directly to the employee.

Usage of Wireless Devices. The following rules apply to employee use of City-owned wireless devices, or the use of employee-owned devices while conducting City business:

- Wireless communication devices shall not be used while driving unless they are hands-free. To make or receive calls or text messages, or to access or view data while in a vehicle, the vehicle must be parked. Even hands-free devices can be a distraction from safe driving and should be used minimally and only when necessary for legitimate business purposes.
- The display or transmission of any message or image that contains ethnic slurs, racial epithets, or anything that is harassing or disparaging of others based on their race, national origin, sex, sexual orientation, age, disability, religious, political beliefs, or any other protected class, is not permitted on City-owned devices. This applies before, during or after business hours, and applies whether or not on City property.
- The display or transmission of sexually explicit images, messages or cartoons on City-owned equipment (unless a job requirement) is not permitted. This applies before, during or after business hours, and applies whether or not on City property.
- Employees shall use care and common sense with open websites, especially when visitors are in the area, to avoid inadvertent offense.
- The display or transmission of any political message or image for the purpose of lobbying or endorsing a candidate or political message is not permitted on City-owned devices. This applies before, during or after business hours, and applies whether or not on City property.
- Solicitation, promotion, or advertising of any organization, product or service is not permitted on City-owned devices. This applies before, during or after business hours, and applies whether or not on City property. The only exceptions are for activities that are clearly part of or supportive of official City business, or promotion of a charitable effort as endorsed by the City.
- Using appropriate sites for business purposes is unrestricted as long as it is reasonable.
- Downloading or copying from any device or service including the internet should be done with caution as it confers potential risk to the City. Data storage is a potential problem; therefore, the amount of downloaded material should be kept to a minimum.
- The City has the right and capability to monitor internet browsing by each user on its system. However, the City's goal is that employees will make this unnecessary.
- The City does not endorse personal electronic mail or other personal data on City devices. Recognizing that it may occur occasionally, it is to be kept to a minimum; personal electronic mail should be sent or received seldom and should be as brief as possible. Personal correspondence and data on City equipment is subject to review in response to public records requests.
- The City reserves the right to determine when an employee is accessing or transmitting inappropriate types or amounts of images or messages.



Equipment. To preserve the integrity and security of City technology, the following rules must be observed:

- All mobile devices connected to the City network shall comply in total with the City's standards for hardware and software.
- The City has the right to require the removal of specific software or files from any device connecting to the City's network.
- City-owned devices are assigned to a specific position and the employee in that position is responsible for the device(s). When an employee for which a device was approved has left their position, the device, software and accessories will be returned to that position's manager/supervisor.
- All devices connected to the City network environment shall have password, PIN, or other access protection enabled.
- All City-owned devices may be inspected for existence of unauthorized use or organization data and security compliance.
- All non-City owned devices (e.g., personal iPhone) must be compatible as determined by the City prior to being used to access City information.

System Protection and Support. Employees must observe the following rules and guidelines to protect City systems and the confidentiality of information on City systems:

- Passwords are an important aspect of computer/data security. All City employees, interns, temporary employees, volunteers, as well as contractors and vendors with access to City systems, are responsible for selecting strong passwords, changing them frequently and keeping them secure. Do not use the same City password for other non-City access; keep City passwords different from personal passwords. Passwords are to be treated as sensitive, confidential information. Strong passwords must follow the following characteristics:
  - Contain upper- and lower-case characters (i.e., a-z, A-Z)
  - Contain digits and punctuation characters (i.e., 0-9, \$%(\*!}>+)
  - Contain at least 8 characters and must contain at least one small letter, one capital letter, one number, and one punctuation character
  - Is not a word in any language, slang, dialect, jargon, etc.
  - Is not based on personal information, names of family, etc.
  - Create passwords that can be easily remembered
- Invasion of the City's mail system by viruses is a daily risk. Users must remain aware of all policies and procedures that are published to assist in the prevention of virus attacks or improper entry into the data systems. Attempting to disable any security or monitoring tools without City approval is not allowed.
- Electronic mail is a City asset and is subject to review or monitoring at any time without notice by designated IT Department personnel.
- IT Department will provide support for installation of City standard software in connection with City-owned devices. Support for hardware will be coordinated with the hardware vendor.
- The City won't provide technical support for personally owned equipment, personal software, and/or configuration/customization thereof, personal wired or wireless network configuration. Further, the City won't facilitate access to personal data on any City managed devices and strongly discourages personal data being stored on City managed devices. Personal data on City equipment is subject to review in response to public records requests.

## 2.16 REMOTE ACCESS

The purpose of this section is to define requirements for connecting to the City's network (or any network managed by the City) from an external entry point. These requirements are designed to minimize the potential exposure to the City from damages which may result from unauthorized use of the City's resources. Damages include the loss of sensitive or confidential information, damage to public image and damage critical to the City's internal systems.

Applicability. This section applies to all City employees, contractors, vendors and agents with a City-owned or personally-owned device(s) used to connect to the City's network. This section applies to remote access connections used to perform work on behalf of the City, including reading or sending email and viewing internet web resources. Remote access implementations that are covered by this section include, but are not limited to, dial-in modems, frame relay, ISDN, DSL, VPN, SSH, Wi-Fi, and cable modems.

### Definitions.

Cable Modem. Cable companies provide Internet access over Cable TV coaxial cable. A cable modem accepts this coaxial cable and can receive data from the internet.

Dial-in Modem. A peripheral device that connects computers to each other for sending communications via the telephone lines.

DSL. Digital Subscriber Line (DSL) is a form of high speed Internet access competing with cable modems.

Dual Homing. Having concurrent connectivity to more than one network from a computer or network device. Examples include: being logged into the City network via a local Ethernet connection, and dialing into some other Internet Service Provider (ISP).

Mobile Device. Device for transmitting information and/or data from a variety of locations. It is not tethered by a cord or by the need to remain close to a short-range transmitter. A mobile device may be a computer tablet, phone or laptop enabled with wireless connectivity.

Remote Access. Ability to remotely connect to the City's network from any host. This includes, but is not limited to, an employee accessing the City's Outlook system while away from work. Only persons authorized in accordance with this section will be granted remote accessibility.

Split Tunneling. Simultaneous direct access to a non-City network (such as the internet, or a home network) from a remote device (PC, iPhone, etc.) while connected into the City's network via a VPN tunnel.

Voice Over Internet Protocol (VOIP). A method of speaking in real time over an internet connection. This is usually done via a service such as Skype, FaceTime or Google Voice, and may include voice only or voice and video connections. It may also be used for videoconferencing.

Virtual Private Network (VPN). Secure connection between two networks over a non-trusted network (such as the Internet). VPNs are very useful when sensitive information must be transmitted or received over the Internet. VPN prevents third parties from reading or modifying the information in transit. The connection is controlled and secured by the software installed at the connection end-points. This software implements authentication,

key exchange, and data encryption according to standards. Authorization for VPN access is limited and available only for those authorized in accordance with this section.

Wi-Fi. Wireless networking technology that uses radio waves to provide wireless high-speed Internet and network connections. A Wi-Fi enabled device such as a PC or cell phone can connect to the Internet when within range of a wireless network.

General Information. Only approved City employees and authorized third parties may be granted remote access to the City's network. To receive approval for remote access, an employee must obtain approval from their manager and/or director. Upon approval by the employee's department, the request for remote access will be forwarded to the IT Department for appropriate device deployment, set up, and/or approval of non-City owned devices. Once approved, remote access usage is subject to the following:

- It is the responsibility of City employees, contractors, vendors, and agents with remote access privileges to the City's network to ensure that their remote access connection is used in accordance with the City's network section.
- General access to the internet for recreational use by the employee or immediate household members through the City's network on personal computers or devices is not permitted. The City employee bears responsibility for the consequences should access be misused.
  - At no time should any user covered under this section provide any City login or password credentials to anyone, not even family members.
- Authorized users with remote access privileges to the City's network must not use non-City email accounts (e.g., personal Hotmail, Gmail) or other external resources to conduct City business.
- Work schedules must comply with the Fair Labor Standards Act, City policies and collective bargaining agreements governing overtime and compensatory time. The fact that an employee has been authorized for remote access services does not constitute approval for overtime or work from home. Absent emergencies or other extenuating circumstances, an employee's supervisor shall limit communications during non-working hours with non-exempt employees and supervisors shall not expect a response during non-working from a non-exempt employee. All time spent accessing work using remote network and email services by non-exempt (those eligible for overtime) City employees is considered compensated work time and must be preauthorized and compensated; non-exempt employees must receive manager authorization in advance of any hours worked outside of and/or beyond their normal agreed upon work schedule.

Equipment.

- All devices connected to the City network shall comply in total with the City Information Technology Department standards for hardware and software.
- The City has the right to require the removal of specific software or files from any devices connecting to the City network.
- City-owned devices are assigned to a specific position and the employee in that position is responsible for the device(s). When an employee for which a device was approved has left their position, the device, software and accessories will be returned to that position's manager/supervisor.
- All devices connected to the City network environment shall have password, PIN or other access protection enabled.

- All device users must comply with City security regulations, policies and procedures that relate to confidential information.
- The City will provide support for installation of City standard software in connection with City-owned devices. Support for mobile device hardware will be coordinated with the hardware vendor.
- By utilizing VPN technology with personally owned devices, users must understand that their devices are *de-facto* extensions of the City's network, and as such are subject to the same rules and regulations that apply to City owned equipment (i.e., their devices must be configured to comply with the City's security rules).
- The City won't provide technical support for personally owned equipment, personal software, and/or configuration/customization thereof, personal wired or wireless network configuration. Further, the City won't facilitate access to personal data on any SHD managed devices and strongly discourages personal data being stored on SHD managed devices.
- Authorized users may utilize the benefits of VPNs. However, the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees for personal ISPs.
- All City-owned devices may be inspected for existence of unauthorized use or organization data and security compliance.
- All non-City owned devices (e.g., personal iPhone) must be approved by IT Department prior to being used to access City information.

## **2.17 UTILIZATION OF SOCIAL MEDIA**

The City endorses the use of social media to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity. City social media sites are considered Limited Public Forums, which is a forum set aside by government for expressive activities; activities may be limited to specific topics but may not be limited by viewpoint. This section establishes the City's position on the utility of social media in general and not a particular form of social media, including management, administration, and oversight as it applies to city employees. Further, the personal use of social media can have a bearing on city personnel in their official capacity. As such, this section provides information of a precautionary nature as well as prohibitions on the use of social media by city personnel. This section is intended to supplement existing communication guidelines referenced in the Employee Handbook.

All department social media sites or pages shall be approved by department director. The most appropriate uses of city social media sites are:

- For time sensitive and emergency information;
- As a communications/promotional marketing tool which increases the city's ability to broadcast its message to the widest possible audience enhancing customer service;
- To share news and posts of partner agencies and community organizations;
- To promote community awareness, discussion, and understanding of city government and local issues;
- Wherever possible, social media pages shall clearly indicate they are maintained by the city;
- Social media posts shall include a link to the city's website, directing users back to the city of Lake Stevens' website for in-depth information on the posted content and appropriate contact information.

Social media content shall adhere to applicable laws; regulations; copyrights, trademarks, and service mark restrictions; and policies, including Information Systems department and records management policies. Site content must contain accurate city information and be reviewed and updated as necessary and appropriate; such reviews and updates will be completed during regular business hours.

Information posted on the city's social media sites is subject to the Public Records Act, RCW 42.56, and associated retention schedule. Original content posted on social media sites must be retained for three (3) years from the date of posting. City employees assigned to maintain social media sites shall coordinate with the Public Records Officer (City Clerk) to ensure content is appropriately retained. Prohibited content that is removed must also be retained. Removed content/comment shall be documented with a screen print, date of action, reason for content/comment removal and notes as to manager approval.

To ensure prohibited content is not displayed on city social media, all visitor posts must be approved by a city employee. The following is prohibited on the city of Lake Stevens social media sites:

- Comments that violate the social media's terms of use;
- Posts and comments that promote or advertise commercial services, entities or products except as stipulated in city marketing plans or determined by the City to be essential to economic development;
- Political statements, including comments that endorse or oppose political candidates or ballot propositions, are prohibited under state law (RCW 42.52.180);
- Religious statements, including comments that endorse or oppose any type of religion, religious opinions or activities;
- Posts and comments that include vulgar, threatening or harassing language;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, socioeconomic status, national origin, physical or mental disability, sexual orientation, or other protected status;
- Obscene or sexual content or links to obscene or sexual content;
- Illegal activity or encouragement of illegal activity;
- Information that may tend to compromise the safety or security of the public or public systems;
- Comments from children under thirteen cannot be posted, in order to comply with the Children's Online Privacy Protection Act. By posting on the city social media site, users acknowledge that they are at least thirteen years old. Those twelve years old or younger may e-mail the city instead;
- Content that violates a legal ownership interest of any other party;
- Anonymous posts.

Elected officials, city employees, board/commission members and volunteers shall not comment on the city's social media sites. Participating in online discussions may constitute a meeting under the Open Public Meeting Act, RCW 42.30.

## **EMPLOYMENT WITH THE CITY OF LAKE STEVENS**

### **3.01 JOB OPENINGS/TRANSFERS/PROMOTIONS**

To obtain qualified applicants for vacant positions, public notice of job openings will usually be given by means of announcements posted on internal and external websites and/or through other means. The City may fill a position internally without posting when deemed appropriate based on the circumstances.

Hiring processes will depend on the particular positions to be filled. Criminal or other background checks may be required of current and prospective employees, in which case such individuals may be required to complete an appropriate authorization.

When hiring for or retention of current employees in non-represented positions, the City retains the discretion to develop and extend employment offers based on specific circumstances. Depending on market factors and other considerations, for example, the City may offer a moving allowance or make adjustments to standard compensation or benefits to attract and retain the most qualified candidate(s).

When deemed necessary, the City may utilize temporary or term-limited appointments. Such appointments may be short-term or have a longer term that has a clearly identifiable end date, such as project-based or those funded by grants. Except as provided for by law, the people in these appointments will not be entitled to benefits described in this handbook.

### **3.02 TRIAL SERVICE PERIOD (PROBATIONARY PERIOD)**

We believe that your initial period of employment or initial period of work in a new position should be a review period for both you and the City. To determine that our association is mutually satisfactory, new employees are hired on a probationary basis and will remain a probationary employee for the first twelve (12) months of employment. This is referred to as the “trial service period”. During the trial service period, you will have the opportunity to demonstrate satisfactory technical qualifications for your job, performance of your job duties, and personal conduct in the workplace. You will also have the opportunity to evaluate the City’s suitability as an employer and/or determine whether your new job is acceptable.

During the trial service period, employment is “at will,” which means either the employee or City may terminate the employment relationship without cause or advance notice. Upon successful completion of the trial service an employee will transition to regular status.

### **3.03 EMPLOYEE CATEGORIES**

For a variety of reasons, it is helpful to define the working category of each employee employed by the City. Employment categories relate to the nature of your job responsibilities, weekly work schedule and participation in City benefit programs. Employees may fall into one or more of the following classifications:

- Regular Full-time – an employee who has completed an initial trial service period and is regularly scheduled to work 40 or more hours per workweek.

- Regular Part-time – an employee who has completed an initial trial service period and is regularly scheduled to work less than 40 hours per week. Employees in this classification are entitled to most City-provided benefits on a pro rata basis.
- Probationary – an employee who has not yet completed their twelve-month trial service period. Probationary employees may be full-time or part-time.
- Temporary/Limited-Term – an individual hired on a temporary/emergency basis (short term) or on a longer limited-term basis (e.g., project work). Temporary limited-term employees are typically brought on for a defined term need, such as covering a regular employee's work during a medical leave or assisting with a specific project. Temporary employees may be placed by temporary employment agencies or hired directly by the City. Temporary positions are non-represented, unless covered by a collective bargaining agreement, and will generally not be eligible for City benefits or paid leave accrual, unless required by law or agreed otherwise in writing. Unless approved by Human Resources, a temporary employee may not be employed by the City for more than five (5) months in a year.
- Student Intern, Apprentice - an individual from an educational institution or program with which the City has an agreement to provide learning opportunities in a work setting. The students or interns may or may not be paid in accordance with the agreement.
- Volunteer – an individual, who through their own free will, performs assigned or authorized duties for the City without compensation. The individual must be registered and accepted as a volunteer by the City.

In addition to the foregoing categories, all employees are classified as exempt or non-exempt in accordance with the Fair Labor Standards Act (FLSA). Exempt or non-exempt status is determined based on several factors, including the nature of a position's duties.

- Exempt: Exempt employees are ordinarily paid on a salary basis, structuring their work week to ensure they can fulfill their responsibilities, and are not eligible for overtime pay.
- Non-Exempt: Non-exempt, full-time employees are ordinarily paid a semi-monthly salary and are eligible for overtime pay for hours worked beyond 40 hours in a workweek (see Section 4.16). Non-exempt, part-time employees are ordinarily paid on an hourly basis.

If you have any questions regarding your category or your exempt/non-exempt status, please contact Human Resources.

### **3.04 FULL-TIME EQUIVALENT (FTE) STATUS**

An employee's compensation and benefit eligibility are based on their Full-Time Equivalent (FTE) status. The FTE status is computed by dividing regularly scheduled weekly hours by 40 (i.e., full-time =  $40/40 = 1.00$  FTE; half-time =  $20/40 = .50$  FTE; 24 hours per week =  $24/40 = .60$  FTE). Hours worked in excess of the regularly scheduled work week will not be used in the calculation of FTE.

From time to time, the City may make adjustments to a position's FTE status. For example, based on operational or other needs, a position may be modified from part-time to full-time status, may be reduced from full-time to part-time status, or the part-time FTE status may be adjusted upward or downward. If you are in a position affected by such a modification, the City will make a reasonable effort to provide advance notice of the change in work hours and any resulting change in compensation and benefits eligibility.

### **3.05 POSITION CLASSIFICATIONS AND POSITION DESCRIPTIONS**

The City groups most positions into classifications based on duties, responsibilities and minimum job requirements. A position classification may encompass a number of positions. Position descriptions describe the duties of specific positions within a classification or unique positions that are not assigned to a classification. Position classifications or position descriptions may be amended or reclassified utilizing the City's classification review process.

### **3.06 PERSONNEL RECORDS**

The City maintains a personnel file for each employee. That file may include, but is not limited to, the employee's application and resume, performance evaluations, commendations, disciplinary memoranda, as well as benefits and payroll information. Upon request and reasonable notice, you may review your personnel file.

To ensure that your benefits and records are kept up to date, please notify your supervisor and Human Resources of any change in your name, address, telephone number, marital status, number of dependents, tax exemptions, beneficiaries/dependents, or related information as soon as possible after such changes occur. It is your responsibility to ensure that information on file is up to date and correct.

### **3.07 PERSONNEL EVALUATIONS**

We believe that goal setting and frequent feedback improve performance. Your supervisor should communicate to you the specific performance standards for your job. Formal performance evaluations are generally conducted a minimum of halfway through the probationary period, and on an annual basis thereafter. The timing of the annual evaluations varies by department and director. These evaluations are designed to enhance communication and performance. If for some reason you do not receive your performance evaluation at the appropriate time, please talk to your supervisor or Human Resources.

### **3.08 PERSONNEL REFERENCES**

All inquiries by third parties regarding current or former City employees are to be referred to Human Resources. No employee is permitted to provide any reference information to a third party regarding another current or former City employee unless the reference request has first been referred to Human Resources. Human Resources will respond to such requests or coordinate with the appropriate manager to respond, to ensure legal considerations are observed.

### **3.09 EMPLOYMENT OF RELATIVES**

The City recognizes the potential for problems, both real and perceived, where relatives work for a common employer. As a result, family members of current City employees will not be employed by the City where:

- One of the employees would have authority (or practical power) to benefit, supervise, remove or discipline the other; or make effective recommendations pertaining to the salary level, promotion, or performance of the other; or
- One employee would be responsible for auditing the work of the other; or-



- Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the interests of the City.

For purposes of this section, the term “relative” encompasses spouses, domestic partners, a parent/child relationship (including in-laws or step); grandparent/grandchild (including in-laws or step); siblings (including in-laws or step); nieces and nephews; and any other relative residing in the same household as the employee.

If two current employees become relatives and, in the City’s judgment, the potential problems noted above exist or reasonably could exist, the City may in its discretion determine that only one of the employees will be permitted to stay with the City, unless appropriate changes can be made by the City to eliminate the potential problem. In such case, the decision as to which employee will remain with the City must be made by the two employees within ninety (90) calendars days of the date they marry, become related, or become domestic partners. If no decision is made during this time, the City may terminate either employee.

### **3.10 STANDARDS OF CONDUCT**

The City of Lake Stevens seeks to ensure that employees are afforded the opportunity to work in an environment that is civil, respectful and courteous. Also, the City strives to provide outstanding customer service, and expects excellence from each and every employee. Each employee was selected to work for the City based on the belief that he or she would be able to fulfill those expectations.

It is important to establish certain expectations regarding employee conduct to ensure efficient City operations, and for the benefit and safety of all employees. As a general matter, employees should conduct themselves in a professional manner, use good judgment, and take personal responsibility in performing their job duties. Conduct that interferes with City operations, is detrimental to the City, and/or is offensive to co-workers or clients will not be tolerated. The following are examples of behavior that is inconsistent with City expectations and/or policies and that may result in disciplinary action, up to and including termination of employment:

- Failure to treat co-workers, clients, vendors and others in a courteous and respectful manner;
- Failure to perform assigned duties, or performance of duties in an unsatisfactory manner;
- Unauthorized absence, or excessive tardiness or absences;
- Misusing, taking for personal use, destroying, damaging or wasting property, supplies or utilities belonging to the City or another employee;
- Assaulting, threatening, or intimidating supervisors or any other fellow employee, vendor, or any other person;
- Engaging in any form of bullying towards another employee, a client, a vendor or other third party;
- Engaging in workplace violence or threats of violence;
- Engaging in any form of sexual or other unlawful harassment of, or discrimination towards, another employee, a client, a vendor or other third party;

- Falsifying or altering any City record or report, such as an employment application, production records, time records, expense records, absentee reports, financial documents, or the like;
- Misusing City communication systems, including electronic mail, computers, internet access, and telephones;
- Refusing to follow management's instructions concerning a job-related matter, or otherwise being disrespectful or insubordinate;
- Smoking or vaping where prohibited by City policy or local ordinance;
- Using profanity or abusive or offensive language;
- Sleeping on the job;
- Disclosing confidential information regarding the City or City client(s);
- Willful negligence or improper conduct resulting in injury or damage to City property;
- Failure to fully cooperate with a City investigation;
- Violating safety procedures or policies, or otherwise endangering the safety of an employee, co-workers or other third party;
- Reporting to work under the influence of alcohol; legal or illegal drugs; controlled substances or narcotics; or using, selling, dispensing, or possessing illegal drugs or narcotics on City premises, provided that use of legal medications is not improper where use is consistent with the applicable instructions or prescription and the medication does not impair safety or performance;
- Failing to report an invalid driver's license in a timely manner if you are required to drive for City business;
- Engaging in political activity during working hours or using City facilities or resources to promote a political cause;
- Representing or implying that the employee is speaking on behalf of the City when communicating with the media or elected officials when the employee does not have such authority;
- Incivility (see Section 2.07);
- Dishonesty;
- Fighting; or
- Engaging in off-duty misconduct that interferes with an employee's ability to do their job or reflects negatively on the City.

This list contains examples only and is not exhaustive. At management's discretion, any violation of the City's policies or any conduct considered inappropriate or unsatisfactory may subject an employee to disciplinary action. The City, in its sole discretion, will determine the appropriate disciplinary response to misconduct or unsatisfactory performance.

Depending on the nature of the behavior at issue, the City may place an employee on paid administrative leave pending an investigation and determination regarding discipline. As deemed appropriate by the City based on the particular circumstances, an employee on administrative leave shall be available to the City as needed during regular work hours, turn over all City property (cell phone, security cards, etc.), and/or remain away from City facilities without prior permission and escort.

### **3.11 PROFESSIONAL APPEARANCE**

The City strives to maintain a professional atmosphere that is conducive to our business environment and projects an image of efficiency and professionalism to visitors, customers and other business contacts. The City relies on employees to exercise common sense and good

judgment regarding their clothing and appearance in the workplace and to dress in a manner that is consistent with this section. Generally, employees should maintain a clean and neat appearance in the workplace and dress according to the requirements of their positions. This would include good grooming and hygiene, being mindful of using perfumes or colognes due to co-worker/public sensitivities, and wearing your name badge or nametag.

Any employee who is not dressed in proper attire consistent with this section may be considered unsuitable to work and may be asked to go home and return to work appropriately dressed. In such a case, the employee will not be compensated for time spent away from work.

While it is not possible to identify all forms of clothing that are not appropriate to our workplace, the following list is illustrative of the items that are not appropriate to our work environment: jeans with holes or excessive wear, shorts, T-shirts with advertisements or inappropriate sayings or pictures, track suits or sweat suits, sweatshirts, midriff-baring or tube tops, and flip-flops. Visible tattoos with objectionable content may need to be covered.

Any questions about the requirements of this section or what constitutes appropriate workplace attire should be directed to the employee's supervisor or Human Resources.

### **3.12 POLITICAL ACTIVITY**

Political activity by employees shall not be permitted during working hours, nor shall any City employee be required to expend time, effort or money on any political activity as a condition of employment. No employee shall solicit political contributions during working hours, either on or off City premises, for any partisan or nonpartisan political purpose. No City facilities or resources shall be used to promote or support political activities.

### **3.13 SOLICITATION**

To promote efficient operations and to protect employees from unwanted solicitations at work, the City has established restrictions on solicitation and the distribution of materials on City premises. Specifically, the following activities are prohibited:

- Solicitation by employees of co-workers during work time regarding non-City business or on behalf of themselves or outside entities;
- Distribution of literature or materials of any kind by employees (other than as necessary in performing the employee's duties) in working areas;
- Solicitation of any type on City premises by outside entities or individuals.

Exceptions to this section are communications for City-sponsored activities or City-approved charitable causes, or other specific exceptions approved by the City, as well as occasional passive sales on behalf of charitable, school or community groups (for example, an employee could communicate that they are selling fundraising cookies or similar item for their child, as long as the employee did not actively solicit co-workers to purchase the items).

### **3.14 TOBACCO-FREE WORKPLACE**

The City prohibits smoking and vaping in all City buildings, vehicles and work areas, and within 25 feet of any entrances, exits, windows that open, and ventilation intakes. The City also prohibits other forms of tobacco products in all City buildings, vehicles and work areas. To the

extent state law imposes additional or different smoking restrictions, the City will comply with applicable law.

The City may provide medical plans that include tobacco cessation benefits that vary according to the plan.

### **3.15 SUBSTANCE ABUSE**

The City is committed to providing and maintaining a safe and productive work environment that is free from the adverse effects of drugs, alcohol and other job-impairing substances. Use of alcohol or any drug that is illegal under federal law or state law (including marijuana) is a serious threat to personal, workplace safety and job performance. Employees are strictly prohibited from possessing, selling, consuming or being under any influence (defined as having any detectable amount in their body) of alcohol, or legal or illegal drugs while on the job or in any other manner that may affect the employee's work performance or the City's interests or reputation. This prohibition also extends to legal drugs for which an employee may not have a valid prescription, or that are not used in a manner consistent with accepted frequency or dosage requirements.

This section applies to all City employees while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines the City's reputation. Our concern is to ensure that employees report to work in a condition to perform their duties safely and efficiently in the interest of the City, fellow workers and members of the public. In addition, various federal and state laws prohibit the possession, distribution, and use of controlled substances, unless in compliance with licensing requirements or a physician's prescription. Violations of federal and state laws may result in legal sanctions, including criminal prosecution.

The manufacture, possession, distribution, dispensing, sale or use of controlled substances on City property or work sites will be cause for disciplinary action up to and including termination. Depending on circumstances, such actions may be treated as a criminal matter and referred to law enforcement for investigation and appropriate action. Further, in accordance with the Drug-Free Workplace Act, employees must notify the City within five calendar days if the employee is convicted of a criminal drug violation.

The use of alcohol or legal or illegal drugs in City facilities and vehicles is strictly prohibited.

Use of Medication. The possession and use of medically prescribed or over-the-counter drugs during work hours is permissible, subject to certain conditions. The employee shall have no obligation to inform their supervisor of such use unless, according to a warning notice or the input of a physician or pharmacist, the drug may cause a possible impairment that could prevent the employee from performing their job safely or effectively. In such cases, the employee should notify their supervisor so that a determination can be made as to whether it is in the best interests of the City and the employee that the employee work, not work or be reassigned during the period medication is used.

Resources Available for Employees. Employees are encouraged to request confidential assistance through Human Resources or to access diagnostic, counseling and treatment programs such as those provided by the City's Employee Assistance Program (EAP) if dealing with problems of alcohol or substance abuse.

Drug/Alcohol Testing. An employee may be required to submit to appropriate tests, including urinalysis or breath tests, to determine the existence of alcohol or prohibited drugs or substances in the employee's system where the City has reasonable suspicion that an employee may be under the influence of drugs or alcohol while on duty. Failure to promptly permit such tests will be grounds for immediate termination.

### **3.16 OPEN DOOR POLICY**

The City believes that candid and constructive communication is essential to the smooth functioning of our workplace and to maintaining an atmosphere of mutual respect. Accordingly, the City maintains an "open door" policy, which means that you are welcome to discuss any suggestion, concern or other feedback with Human Resources, your supervisor or any member of management.

The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. Generally speaking, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with another appropriate manager or with Human Resources.

If you believe that you or another employee has been subject to workplace harassment or discrimination, you must report it immediately in accordance with the section on Unlawful Harassment set forth in this Employee Handbook.

### **3.17 APPEAL PROCESS**

A non-represented employee may file an appeal concerning a decision related to employment conditions with the City. Such an appeal should be filed with the employee's immediate supervisor within 14 working days after the occurrence of the decision being appealed. Appeals will be heard by the City Administrator, or designee, whose decision shall be final. Also, see section 6.03.

Represented employees may pursue grievances in accordance with the procedures set forth in the labor agreement governing their employment.

## **HOURS OF WORK AND COMPENSATION**

### **4.01 ATTENDANCE AND PUNCTUALITY**

Regular attendance and punctuality are important parts of your responsibilities as an employee of the City. You are expected to work the hours scheduled by your supervisor.

If you are going to be absent or late to work, you must notify your supervisor at least thirty (30) minutes before the start of your work day, absent extenuating circumstances or prior arrangements. Even with appropriate notice, unreliable attendance may be a basis for disciplinary action, up to and including dismissal.

Individual offices or work groups may establish specific guidelines for attendance and punctuality, based on operational needs. If your department or work group has specific guidelines, your supervisor will review them with you, and it is expected that you will abide by those guidelines.

In the absence of extenuating circumstances, if the City has not received written or verbal communication from you for three (3) scheduled consecutive work days, you will be considered to have resigned from your employment.

### **4.02 BASIC WORK WEEK**

Unless otherwise established in writing, the work period for purposes of calculating overtime for employees assigned to a 5/8, 4/10, or part-time schedule is a seven (7) calendar-day period beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday. The work period for employees working a 9/80 schedule will be a seven (7) calendar-day period beginning at the midpoint of the employee's eight (8) hour shift.

### **4.03 TIME RECORDS**

Maintaining accurate time records is essential in computing non-exempt employee pay and overtime, tracking accrued leave usage and ensuring compliance with applicable laws and regulations. Each employee is responsible for completing and submitting their own time record in a correct and timely manner.

Employees must turn in vacation approvals and scheduled sick leave approvals along with the time records for the pay period in which the vacation or scheduled sick leave was taken.

Falsification of City time records and any misrepresentation of work time or leave usage may be grounds for discipline up to and including termination of employment.

### **4.04 PAY PROCEDURES**

Employees will be paid on a semi-monthly payroll system, with pay periods ending on the 15th and the last working day of each month. Non-exempt employees will submit a signed time record on the last working day of each pay period recording the hours worked and leave taken during the period. Exempt employees will submit a signed time record on the last working day of each pay period recording the hours of leave taken during the period.

Employees' paychecks will be available on the 10<sup>th</sup> and 25<sup>th</sup> of the month. In the event a payday described in this section falls on a weekend or holiday, paychecks will be available or pay

amounts will be directly deposited on the prior regular business day. Paychecks will not be released to any person other than the employee unless the employee has provided written authorization to Finance (payroll).

The City will withhold from the employee's paycheck those deductions required by law (payroll taxes and withholding, court-ordered garnishments, etc.), as well as any voluntary deductions authorized by the employee and approved by Human Resources.

Complaints or Concerns: If you believe there are any errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay or that your pay does not accurately reflect all hours worked, including overtime, report your concerns to payroll immediately. The City will promptly investigate all reported complaints and, if appropriate, take corrective action.

The City prohibits and will not tolerate retaliation against any employee because that employee filed a good faith complaint under this section. Specifically, no one will be disciplined, intimidated or otherwise retaliated against because that person exercised rights under this section or applicable law.

#### **4.05 ESTABLISHMENT OF SALARY LEVELS**

The City's compensation plan is comprised of a range and step system for non-exempt and exempt positions; each classification will be assigned to a salary range and each range will have seven (7) steps. There is approximately two and one-half percent (2½%) between ranges and approximately four percent (4%) between each step. Progression through the steps is described below.

Step 1: This step is considered to be the normal entry level step in each range. The assumption in hiring at this step is that the employee has the basic required skills, but further training and experience will be required. Employees entering at this step will remain in Step 1 for a period of twelve (12) months. The Department Director may authorize the step advancement early if the employee has demonstrated exceptional performance of the position's duties. Employees who may advance early to the next step shall receive a new step increase date as of the date of early advancement.

Steps 2, 3: These steps may be considered either as a progression advancement from Step 1 or as an alternate hiring step.

- a. If Step 2 or 3 is used as a hiring step, the assumption is that the prospective employee has more immediate skills and experience than one being hired at Step 1 and, therefore, should be advanced initially. Requests to use Step 2 or 3 as a hiring step must be approved by the hiring Department Director.
- b. Employees entering at this step will remain in Step 2 or 3 for a period of twelve (12) months. The Department Director may authorize the step advancement early, after a minimum of six (6) months of employment, if the employee has demonstrated exceptional performance of the position's duties. Employees who may advance early to the next step shall receive a new step increase date as of the date of early advancement.
- c. An employee who advances to Step 2 as a progression from Step 1 will remain in Step 2 for twelve (12) months before being eligible for advancement to Step 3.

Steps 3, 4, 5: These steps are the intermediate steps in the salary plan. Employees will advance to these steps provided they satisfactorily perform their position assignments.

- a. If Step 3, 4 or 5 is used as a hiring step, the assumption is that the prospective employee has progressively more skills and experience than one being hired at Steps 1, 2 or 3 and, therefore, should be advanced initially. Requests to use Steps 3, 4 or 5 as a hiring step must be approved by Human Resources.
- b. Employees entering at one of these steps will remain at that step for a period of twelve (12) months. The Department Director may request Human Resources' authorization for an early step advancement, after a minimum of six (6) months of employment, if the employee has demonstrated exceptional performance of the position's duties. Employees who may advance early to the next step shall receive a new step increase date as of the date of early advancement.
- c. An employee who advances to the next step in the progression will remain at that step for twelve (12) months before being eligible for advancement to the next step in the progression.

Steps 6, 7: These steps are advanced steps in the salary plan. Employees will advance to these steps provided they satisfactorily perform their position assignments.

- a. Step 6 or 7 may be used as hiring steps only under special circumstances. The Department Director and Human Resources will request approval from the City Administrator for hiring at these steps with documentation that the prospective employee is highly skilled and is fully capable of assuming all duties and responsibilities with little or no training and only after a thorough effort has been made to recruit at normal hiring steps.
- b. Employees entering at one of these steps will remain at that step for a period of twelve (12) months. The Department Director and Human Resources may request of the City Administrator authorization for an early step advancement, after a minimum of six (6) months of employment, if the employee has demonstrated exceptional performance of the position's duties. Employees who may advance early to the next step shall receive a new step increase date as of the date of early advancement.
- c. Step 7 is considered to be the completion step in each salary rate range, wherein it is assumed that the employee is fully qualified and experienced to perform all functions required in their position description. The employee will remain at Step 7 unless the position is reclassified to a higher rate range as a result of a change in the prevailing rate for the position or if there is a significant change in functions/responsibilities.

Exceptions to the above hiring and progression in the steps may be authorized in writing by the City Administrator under special circumstances. Such requests for exceptions must be clearly explained and documented by the originating department.

Periodically, the City may conduct a market salary survey to ensure the city's positions are paid appropriately as evaluated against our comparable cities, economic conditions in the area, prevailing wage rates, and/or recruitment or retention difficulties for certain positions. Market adjustments to positions on the salary schedule shall be subject to budgetary consideration. In general, an employee whose existing classification is moved to a higher salary range will move to the same step within the new salary range and their step increase date will not change due to a market adjustment.



General increases for positions on the salary range will be as approved by the City Council for each position classification as set forth in the City's annual budget (as amended or supplemented from time to time).

#### **4.06 LONGEVITY PAY**

Additional payment for recognition of service milestones will be made to eligible employees according to the following schedule:

- After 5 years of continuous service, employees shall receive an additional one percent (1.00%) of their base pay.
- After 10 years of continuous service, employees shall receive an additional two and one-half percent (2.50%) of their base pay.
- After 15 years of continuous service, employees shall receive an additional four percent (4.00%) of their base pay.
- After 20 years of continuous service, employees shall receive an additional 4 and three-quarters percent (4.75%) of their base pay.

#### **4.07 PROMOTIONAL SALARY INCREASE**

Promotion is defined as an employee's selection via a recruitment process or direct appointment to a position having a higher salary schedule. On the date of promotion, the employee is entitled to a minimum of the higher of:

- the first step of the salary schedule for the new position class; or,
- advancement to the step of the new salary schedule which is approximately 5 percent (5%) more than the previous salary.

Upon a promotion, the date of such advancement becomes the employee's step-increase date. The employee shall receive a new step increase date as of the date of promotion and progress through the steps as described in Section 4.05.

#### **4.08 POSITION RECLASSIFICATIONS**

Reclassifications are limited to functional responsibility comparisons within a particular position, which are not considered promotions. They are principally used to correct inequities within the position due to significant changes in duties, responsibilities and scope. If significant function/responsibility changes occur in an employee's position description that possibly change a position enough to place it in a different classification, the Department Director has the responsibility to review requests for reclassification and to either approve or deny an employee's request to continue further in the reclassification process. If the Department Director approves the employee's request, the reclassification request shall be forwarded to Human Resources to conduct an internal and external review of the position. Changes in positions due to reclassifications shall generally be brought forward in the annual budget process.

Employees who are reclassified to a higher range will generally move to the lowest step in the new range that represents an increase of at least five percent (5%). Employees who receive a reclassification shall receive a new step increase date as of the effective date of the reclassification and progress through the steps as described in 4.05.

#### **4.09 SALARY UPON RE-EMPLOYMENT**

The salary of an employee who is re-employed and who previously terminated employment through voluntary resignation shall be in accordance with Section 4.05.

#### **4.10 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION/OUT-OF-CLASS PAY**

Due to business needs or the extended absence of certain employees, it may be necessary to temporarily reassign an employee to a position of a higher classification. In the event an employee is temporarily reassigned to and will be performing the full responsibilities of the higher classification for thirty (30) calendar days or more, the employee shall be paid at the lowest step in the new range that represents an increase of at least five percent (5%). -The temporary reassignment must be made in writing and approved by the City Administrator.

For special circumstances, the Department Director may request out-of-class pay for employees assigned to work higher level duties outside the scope of their normal job classification for hours worked at the higher job classification. Employees approved for out-of-class pay will receive at least a five percent (5%) increase more than their current base salary. Requests for out-of-class pay must be made in writing and approved by the Human Resources Director and the City Administrator.

#### **4.11 POSITION DOWNGRADES**

In rare situations, it may be necessary to downgrade (for reasons not related to a demotion as defined in Section 6.03) an employee to a lower salary range. Possible reasons are:

- Inability to perform required position functions;
- Employee performance problems in the higher position classification;
- Re-evaluation of a position in terms of prevailing rate for a particular position;
- Employee requested position changes;
- Inter/Intra-departmental transfer from a position at a higher salary range to another position with a lower salary range; or
- Redesign of positions resulting in significant reduction of responsibilities, assignments and/or authority.

In cases where downgrades (not related to demotions) occur, employees will move to the step in the lower salary range which gives consideration to:

- Current step in the higher range; and
- Ability to perform new position assignment.

Each proposed downgrade must be looked at on a case-by-case basis. Full documentation must accompany any downgrade request. Human Resources, in consultation with the Department Director, will make the final determination as to the appropriate step placement in the downgraded salary range with final approval by the City Administrator.

#### **4.12 REIMBURSEMENT OF BUSINESS EXPENSES**

Travel Expenses. From time to time, City employees may be required to travel away from their office location in connection with City business or training opportunities. Department directors must approve any overnight travel in advance. Travel time will be compensated in accordance with applicable wage and hour laws.

City employees will be reimbursed for reasonable and customary expenses incurred in connection with the business of the City, including food, lodging and travel expenses while away, but excluding any expenses for alcoholic beverages. Where an employee is asked by the City to use the employee's personal automobile on City business, mileage reimbursement will be in accordance with the then-current reimbursement rate established by the IRS. Such usage shall be in accordance with the "Use of Personal Vehicles for City Business" section of this Employee Handbook.

Meal Expenses. Employees in travel status (i.e., requiring an overnight stay) or traveling further than 50 miles (from the closer of the employee's home or city location), are eligible for meals in accordance with Washington State Office of Financial Management (OFM) per diem rates, or the U.S. General Services Administration (GSA) rates if traveling outside of Washington state. If using the GSA rates, exclude the calculation specific to federal employees. Meals will not be reimbursed if included in the cost of the business meeting, conference, etc.

Expenses for lodging, meals, parking and other travel-related expenses will be reimbursed following the employee's submission of an expense reimbursement request to their manager or director. Reimbursement requests must generally be supported with legible receipts and must be signed by the employee and their direct supervisor or department director.

Other Work-Related Expenses. The City will reimburse employees for reasonable work-related expenses, such as some meals for city and non-city employees, with a written description of the direct connection for City business. Employees should complete an expense reimbursement request form, with appropriate documentation and approved by your direct supervisor.

#### **4.13 WORK HOURS AND SCHEDULING**

The City offices are open for the transaction of business with the public from 9:00 a.m. to 4:00 p.m., Monday through Friday, with the exception of official City holidays. Accordingly, the work day for employees will be scheduled to provide coverage for all City functions during regular business hours. In addition, employees may occasionally be required to work on weekends, evenings or for emergency response. Managers and supervisors have the responsibility to establish work schedules that accommodate operational priorities in their departments or work groups. Your supervisor will advise you of the work hours associated with your position. Managers and supervisors have discretion to approve alternative work schedules on a temporary or ongoing basis if the supervisor believes that the alternative schedule will not impact operational needs or otherwise be inconsistent with the City's interests. Approval may be withdrawn in the event the supervisor determines that the arrangement is not in the City's best interests. Managers and supervisors also have discretion to require alternative work schedules where necessary to meet operational needs.

Full-Time Schedules. Employees working *other than* a 5/8 schedule will be required to complete an Alternate Work Week Schedule form, which can be obtained from Human Resources or Payroll. All regular full-time employees will be assigned to one of the following schedules:

- a. 5/8s. Unless otherwise agreed, regular full-time employees will be assigned to work five (5) eight- (8) hour days on duty, within the employee's work week, with two (2) consecutive days off. The daily starting and ending times for employees working a

- 5/8 schedule will be consistent with the standard operating hours of the work group to which the employee is assigned.
- b. 4/10s. Upon mutual agreement, full-time employees may be assigned to work four (4) ten-hour days on duty.
  - c. 9/80. Upon mutual agreement, full-time employees may be assigned to work a combination of eight (8) nine-hour days and one (1) eight-hour day on duty, during a two-week period that results in eighty (80) scheduled work hours during a two (2) work-week period. The employee will get one day off ("flex day") every other week. Due to Fair Labor Standards Act (FLSA) and overtime requirements for non-exempt employees, the "flex day" shouldn't be changed and the work week for a 9/80 schedule will begin and end mid-way through the employee's 8-hour day and "flex day."
  - d. Flexible. Upon mutual agreement, full-time employees may be assigned to work a flexible schedule of forty (40) hours per work period with starting and ending times set by agreement between the employee and their supervisor.

Part-Time Schedules. The City will determine the schedule for part-time employees based on operational needs and the role of the employee.

Exempt Employees. Allowing flexible work schedules for exempt employees is challenging due to FLSA rules, as well as assuring proper supervision of staff if they are supervisors. The normal work schedule for directors, managers, and supervisors shall be based on working five days a week, covering the large majority of hours worked by staff they manage. Directors, managers, and supervisors may request, in writing, the use of a flexible schedules to include oversight of their staff, ability to respond to issues that arise, impact on community partners and City management team, and how to respond to temporary surges in workload. Use of flexible schedules does not change their FLSA-exempt status, and as such exempt employees must put in whatever hours are necessary to effectively complete their jobs; for example, a manager on a four day schedule will occasionally work a fifth or sixth day in a week without resulting in extra pay or compensatory time.

#### **4.14 TELECOMMUTING**

The City may approve employees the opportunity to work at alternate work locations for all or part of their workweek in order to promote general work efficiencies. Alternate work locations may include employees' homes or other approved locations. The City will determine the positions that best qualify for a telecommuting option, such as those that can effectively accomplish the essential job functions away from the central workplace (e.g., City Hall). Employee salary and benefits will not change because of telecommuting, and telecommuting employees must continue to comply with applicable City policies. Telecommuting is not to be used as a substitute for dependent care; when necessary, telecommuters must make arrangements for dependent care during agreed upon work hours.

The telecommuting timeframe may be temporary based on specific projects or a need for a specified, quiet, uninterrupted time; on-going, intermittent (e.g., once a month, every other week, once a week); or "permanent" (e.g., employee only comes in to the central workplace at designated intervals). While telecommuting, employees shall be accessible during the agreed upon hours and may be required to attend meetings in-person. Telecommuters agree to apply themselves to their work during established work hours.

The total number of hours an employee is expected to work will not change, regardless of the work location. To ensure compliance with the Fair Labor Standards Act (FLSA), non-exempt employees approved for telecommuting will be required to accurately document their hours worked and will not be expected to communicate on work-related items during established non-work hours unless previously approved. Work product for all telecommuters will be reviewed regularly by the employee's supervisor to ensure expectations are being met.

Subject to budgetary limitations, the City will provide the computer and/or other applicable technology, required software/applications, work-related files and information (with utmost care given to confidential and/or original documents), ~~and office supplies, and office furniture if necessary~~; the City-supplied equipment shall not be utilized for personal use. The employee will provide internet connectivity, ~~if required, and~~ office space ~~and office furniture~~. The City may provide mobile hotspots on a temporary basis for special circumstances (such as traveling, etc.). As the alternate work location is viewed as an extension of the City's workspace, the City's liability for job-related incidents will continue during the approved work schedule and in the employee's designated work location. To ensure safe working conditions exist, the City will retain the right to make on-site inspections at mutually agreed upon times. Unless otherwise agreed to in writing prior to any loss, damage or wear, the City does not assume liability for loss, damage or wear of employee-owned equipment or furniture.

The employee must complete a Remote Workforce Asset Form for IT equipment, furniture and other City-issued supplies as determined by ~~your~~their supervisor. Upon separation, the employee must return the equipment to the City. If not returned, the City has the right to withhold the cost of the equipment from ~~my~~the employee's final pay until it is returned.

A Telecommuting Agreement, obtained from Human Resources, must be completed and approved prior to commencing the telecommute arrangement. Telecommuting is at the City's option and viewed as a benefit to both parties. Either party may end the telecommuting arrangement at any time.

#### **4.15 OVERTIME**

From time to time, non-exempt employees will be required to work overtime (which means working more than 40 hours in a workweek, inclusive of Holiday pay, but exclusive of floating holiday, vacation, sick, or compensatory leave). The City will make reasonable efforts to provide advance notice when overtime will be required and will first attempt to assign overtime hours on a voluntary basis. In the event no qualified employee wants to voluntarily work overtime, the City will assign overtime hours.

In accordance with state and federal law, the City pays employees who have non-exempt status (that is, those who are eligible for overtime pay) at time and one-half for all hours worked (including City-designated Holidays) in excess of 40 hours during the workweek. Paid leave or unpaid time off is not included as hours worked for overtime calculations (except for City-designated Holidays). Non-exempt status is determined by legal standards based on the tasks and responsibilities associated with a job, as well as the manner in which you are paid. Your supervisor will inform you of your status for purposes of overtime eligibility. If you have questions or concerns about your status, please talk to Human Resources.

Non-exempt employees must have approval from their supervisor prior to working overtime. If non-exempt employees have access to the City network (e.g., a laptop) and/or the City email system, there is no expectation for those employees to conduct any work during their non-

working hours, unless pre-approval from the supervisor has been granted. In extraordinary circumstances justified by unforeseen conditions, an employee may work overtime without prior approval, as long as the supervisor subsequently documents the overtime approval. Working unauthorized overtime may result in disciplinary action.

Exempt employees are not eligible for overtime. Therefore, to help with a work-life balance and in recognition of the work hours that frequently exceed the 40-hours work week, exempt employees may receive "management" leave as determined by the City Administrator.

#### **4.16 COMPENSATORY TIME**

Supervisors may grant a non-exempt employee's request to receive compensatory time off in lieu of overtime pay. If approved, compensatory time off accrues at the rate of one and one-half hours of paid time off for each overtime hour worked. The maximum number of compensatory time off hours that may be accrued is forty-eight (48) hours; employees will receive overtime pay for any overtime worked once that maximum is reached. The City may cash-out unused compensatory leave twice each year in May and/or November. Upon separation, employees will be paid for any unused compensatory time.

Exempt employees may earn compensatory leave days for extraordinary hours worked in a crisis as declared by the Mayor, or designee. In those cases, an exempt employee may earn compensatory leave days on a one-for-one basis for any full days worked in excess of five full days in a work week; such compensatory leave days must be pre-approved. Compensatory leave days for exempt employees shall have no cash value and must be used as days off prior to the end of the calendar year in which they were provided.

#### **4.17 MEAL AND REST PERIODS**

Meal and break periods for non-exempt employees may vary from and supersede the meal and break period requirements of WAC 296-126-092 when addressed in a collective bargaining agreement. Represented employees should refer to their labor agreement where the agreement addresses meal and rest periods.

Absent modification in an applicable labor agreement, non-exempt employees will be provided a paid fifteen-minute rest period for every four hours of working time. Where the nature of the work permits intermittent rest periods (i.e., "mini-breaks") equivalent to fifteen minutes every four hours, scheduled rest periods are not required. Break periods cannot be accrued or waived. If you do not believe you are receiving adequate rest periods during your work day, please advise your supervisor or Human Resources.

Non-exempt employees will receive a minimum of one-half (1/2) hour off, without pay, for a meal during any shift lasting longer than five (5) hours. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee shall be entitled to compensation for the missed meal period he or she was required to work.

Meal and rest periods will be scheduled with the approval of the employee's supervisor. Meal and rest periods may not be used for late arrival or early departure from work, and meal and

rest periods shall not be combined, provided that occasional exceptions may be permitted with prior approval of the supervisor.

#### **4.18 LACTATION BREAKS**

The City supports employees who want to continue breastfeeding following their return to work after delivery of the baby. Accordingly, employees are entitled to unpaid breaks during the work day for up to two years following childbirth for the purpose of expressing breast milk. These breaks will be paid to the extent they run concurrently with the above-referenced daily breaks. The City will provide a private location, other than a bathroom if such a location exists. If such a place doesn't exist, the City will work with the employees to identify a convenient location and work schedule to accommodate their needs. Please contact Human Resources or your supervisor to make appropriate arrangements if you need lactation breaks.

#### **4.19 INCLEMENT WEATHER/EMERGENCY CLOSURE NOTIFICATION AND COMPENSATION**

The City is responsible for providing many crucial services in inclement weather and emergency conditions. Such situations may pose varying threats to life, health or safety of our employees and/or citizens/customers. We have a responsibility to our employees as well as the community when conditions become hazardous.

The City will remain open during inclement weather and emergencies; all employees are to assume they report to work unless the employee has been notified otherwise (see Temporary Closures, below). However, services may be reduced to balance employee and community safety with the delivery of and demand for services to the community. Ultimately, the nature of the inclement weather and emergency will determine which services and staffing must be maintained in inclement weather and emergency situations.

This section prescribes how the City will notify employees during periods where our operations may be temporarily interrupted - whether due to electrical, water or other utility emergencies, evacuation of offices, or otherwise impacted due to extreme inclement weather, volcanic eruption, earthquake, hazardous material release, or other natural or man-made disaster. This section also identifies how the City handles compensation in these situations. This section of the Employee Handbook is a supplement to the Accident Prevention Plan and Emergency Response Plan; please reference those documents for specific instructions and actions during the event of an emergency.

##### Temporary Closures

- a. Except as provided below, the Mayor retains authority to determine when emergency conditions warrant closing City offices and services. The Mayor may delegate this authority to a Person-in-Charge (PIC) who may make the decision (see below).
- b. The City may be closed, fully or partially for a full day(s), may close early, or may open late.
- c. Once a closure directive has been issued, Department Directors are authorized to determine which services will remain available and the employees required to provide those services, determine alternate work locations, and/or to provide critical or emergency services. Department Directors are encouraged to develop specific written emergency condition standard operating procedures, based on the general

requirements of this section, provide that information to the employees in their department and coordinate with other departments as to the City-wide impacts. See "Staffing Levels", below.

- d. Primary notification and related information regarding closure or interruption of City service(s) will be conveyed to City employees through a notification pushed out to employees via the city's webpage. All city issued mobile phones will be automatically opted into the notification. City employees are strongly encouraged to opt in to the notification for their personal devices to ensure they are notified in the event they are not issued a city mobile phone or if their city mobile phone is not available to them (e.g., phone is left at work or is not charged).
- e. If a closure extends for more than one week, the status of displaced employees may be reviewed by the City to determine whether a reduction in force may be necessary due to either lack of funds or lack of work.
- f. Your department or work group may have additional procedures regarding notification. If so, your supervisor will advise you of those notification procedures.

Establishing a Person-in-Charge (PIC) In the event a decision of City status has not been made, and the Mayor or designee, is not immediately available or at the office (or alternate location), the Police Chief, Police Commander, or the first law enforcement officer arriving at the office (or alternate location) shall be the Person-In-Charge (PIC) at the office/location. For role clarity to others arriving on-site, the PIC will notify others of their role. The PIC shall contact the Mayor or designee, to provide safety and status information and to obtain direction to share with other employees as they arrive on-site.

Staffing Levels When an inclement weather or emergency condition closing is directed, Department Directors, or designees, must determine which services remain available during the closure. These determinations will be shared with the Mayor or designee, as well as shared with each Department Director or designee, to ensure a collaborative effort of providing essential services. Based on the determination of essential services, the directors, or designees, shall determine the level of staffing required for their department and decide which employees can be released and which must remain on duty and/or report to work.

- a) Authorization to work: When the City has announced a closure, only those employees who have been authorized to work are to perform work and be paid for such time. Normally, employees who are authorized to work will report to an established work site. On an exception basis, a director, manager or supervisor may authorize an employee to work from home or other location to complete essential work.
- b) Emergency work schedules: When it is likely that the City may announce a closure, the work day for employees will be defined as an 8:00 a.m. to 5:00 p.m. schedule; however, directors, managers or supervisors may authorize employees to work schedules other than this, based on essential work needs.

#### Employee-Initiated Time Off

- a) In hazardous conditions, but short of a closure, employees are authorized some discretion in deciding not to report for work or to leave work early, such as when employees legitimately believe that travel to or from work is overly hazardous, or circumstances at home require their presence. The employee must notify their manager or supervisor of this decision as soon as possible.
- b) Paid time off under this section must be requested by the employee and approved by the employee's immediate supervisor or the person they would normally contact for time off. Requests will be honored provided the circumstances reasonably justify the employee's concern and the employee's presence is not required for critical services. Leave charged



for this purpose may be comp time, vacation, floating holidays, or leave without pay. Sick leave may not be used. Employees are encouraged to maintain adequate leave balances for unforeseen events.

#### Pay During Closures

- a) Partial day closures: When the City closure is announced mid-day or there is an announced late start/opening, the following applies:
  - Employees scheduled to work who reported to work on the partial day closure will be paid for their normally scheduled work day, and paid leave need not be charged for the hours applicable to the closure.
  - Employees scheduled to work who did not report to work and do not contact their manager or supervisor prior to an announced closure may be considered to have been absent without authorization and may only be eligible for leave without pay for the full work day; a supervisor may authorize paid leave (compensatory time, vacation, floating holiday) based on the circumstances.
- b) Full day closures: If the closure is announced in advance of the work day and employees scheduled to work do not report on that basis, the city will pay for the first full day of closure. Second and subsequent days of closure will require employees to use their own paid leave for the day, as described above.

#### **4.20 EMPLOYEE RECOGNITION**

The city appreciates the hard work of its employees and utilizes a recognition program as a means of honoring employees for outstanding contributions. The purpose of the recognition is to:

- Encourage a high level of employee productivity;
- Promote positive behaviors that support the City's Vision, Mission and Values;
- Create a work environment that allows people to be their best, to perform at higher levels, and to feel genuinely appreciated in the process;
- Recognize outstanding contributions and performance by individuals and teams;
- Embed recognition as a part of the City culture at all organizational levels; and
- Provide guidance and tools for managers and supervisors to express appreciation for their employees' efforts.

Through the Human Resources department, the city will provide funds to support recognition efforts, subject to budgetary limits. These funds may be used to provide:

- Service awards: Awards given to employees who reach years of service at predetermined levels, usually in five-year increments.
- Retirement awards: Awards given to retiring employees upon retirement from the city.
- Department events: Award or presentation events at the department level, such as recognition of a successful project that was unusual or unprecedented coordination of teamwork was involved.
- City events: Events sponsored by the city and approved by the Mayor or City Administrator in recognition of employees citywide, such as a summer barbeque or winter celebration.

## **BENEFITS AND LEAVES**

### **5.01 HEALTH AND WELFARE BENEFITS**

The City provides a comprehensive benefits package for full-time and part-time employees, subject to eligibility requirements. Benefits generally include insurance coverage for medical, dental, life and vision. The benefit programs and eligibility information will be explained upon hire and complete information about the benefit programs can be found in the Summary Plan Descriptions provided to employees. If you lose or misplace the Summary Plan Descriptions or have questions regarding benefit programs, please see Human Resources.

Benefit programs, coverages and cost-sharing are subject to change from time to time based on insurance market conditions, legal requirements, City resources, and other considerations. You will receive a list of benefits for which you are eligible during open enrollment each year. Please check with Human Resources if you have questions about your benefits and eligibility.

Dual Coverage Opt-Out. When an employee has family members (spouse, domestic partner and/or eligible dependents) covered or eligible for coverage under the City's health insurance plans (medical, dental, vision) and when the employee or their family members are also covered by comprehensive insurance in a qualified group health plan, the employee is said to have or be eligible for "dual coverage".

Upon hire or during open enrollment, ~~R~~regular full-time employees with dual coverage are eligible to voluntarily decline medical insurance for themselves or their eligible family members and receive a monthly financial incentive for doing so. The City will require reasonable documentation to show proof of coverage by another qualified group health plan. Employees electing to only decline only dental and/or vision insurance will not receive an incentive. This program is also available to City employees that are husband and wife who have coverage on a City medical insurance plan; only one spouse may receive the dual coverage incentive. Incentive payments will only be made if there is an actual savings in the premiums the City is paying.

Employees must sign a waiver and acknowledge the conditions. In addition, employees who "opt out" must enroll with the third-party vendor that the City selected to administer the incentive payment.

This option does not apply to single employees with no dependents as there would be no "dual coverage" consideration. This option also doesn't apply if the employer-sponsored medical plan would otherwise be primary to Medicare or TRICARE (federal rules do not allow employers to provide financial or other benefits incentives to Medicare or TRICARE beneficiaries to opt-out of an employer-sponsored medical plan that would otherwise be primary to Medicare or TRICARE). The City retains the right to revoke, modify or cancel this program at any time.

Benefits Eligibility for Part-time Employees. Part-time employees who are regularly scheduled to work 0.5 FTE or greater are eligible to participate in the City's health and miscellaneous benefit programs (i.e., medical, dental, life and vision); dependents of part-time employees are not eligible for the City's health and welfare programs. Employees who are not regularly scheduled to work at least 0.5 FTE are not eligible for benefits, unless required by law.

Benefits Eligibility for Temporary Employees. Benefit eligibility for temporary employees depends on the particular circumstances of the temporary employment arrangement. For

example, temporary employees placed through a staffing agency may be eligible for benefits through the staffing agency. In other cases, benefit eligibility will depend on hours worked and duration of the temporary employment. Where an employee's hours of work will be uncertain or will vary, making a benefit eligibility determination difficult, the City will use certain measurement periods to make eligibility determinations in accordance with federal law.

## **5.02 COBRA**

In compliance with COBRA (Consolidated Omnibus Budget Reconciliation Act), the City offers continuing group healthcare coverage on a self-pay basis to employees and their eligible dependents when a "qualifying event" would normally result in a loss of eligibility. Some common qualifying events are termination (for reasons other than gross misconduct), a reduction in hours affecting coverage, divorce or legal separation, retirement, or death. Depending on the qualifying event, continuation coverage may be available for 18 months or 36 months, or until the affected party becomes eligible for other health insurance coverage, whichever occurs first.

Employees will be provided with information describing COBRA rights upon termination or when the City learns that a qualifying event has occurred. If you desire further clarification regarding COBRA, or if you anticipate any change in your job or family status that may affect benefits eligibility and qualify as a COBRA "event," please contact Human Resources.

## **5.03 RETIREMENT/DEFERRED COMPENSATION**

Pension for employees and contributions to the Public Employee's Retirement System (PERS) will be governed by Washington state statute.

Deferred Compensation. Upon employment, Employees eligible for benefits will ~~also~~ be given the option to participate in a voluntary retirement savings plan, such as a deferred compensation retirement plan. Subject to budgetary limitations, the City will match the employee's contribution up to 1% of their base rate of pay. It is the responsibility of the employee to keep their salary information up to date from year to year to ensure they do not exceed IRS thresholds.

## **5.04 OTHER MISCELLANEOUS BENEFITS**

To enhance your employment experience with the City, the City will consistently strive to make available a range of benefit and incentive programs for employees, such as life insurance, supplemental insurance (i.e., AFLAC) and wellness programs. Information regarding programs currently being offered by the City is available through Human Resources, and updates will be disseminated from time to time. Please see Human Resources if you are not sure whether you have the most current information regarding available programs.

## **5.05 WORKERS' COMPENSATION INSURANCE**

All employees are covered by the Washington State Labor and Industries workers' compensation (industrial insurance) program. For qualifying cases, the state workers' compensation program will pay you to cover certain lost compensation and medical expenses arising from job-related injuries or illnesses.

All job-related accidents or illnesses should be reported immediately to the employee's supervisor. The supervisor shall be responsible for directing the employee to get medical

treatment, if necessary, and shall report the injury/illness to Human Resources. The supervisor should also direct the employee to complete the necessary paperwork to submit to Human Resources and the State to report the incident and initiate a workers' compensation claim.

An employee may supplement workers' compensation benefits with accrued leave, but is not entitled to receive more than 100% of their regular earnings while receiving time loss payments through the workers' compensation program. The City will notify the employee of the possibility the employee might receive more than 100% of their regular earnings as soon as it is discovered. The employee may choose to receive less than 100% of their City earnings during the period of leave. For example, the employee may choose to receive only workers' compensation payments without utilizing any sick or vacation leave. Whenever possible, the employee and the City will mutually agree upon a method of reduced payment or repayment when overpayment is anticipated or received.

## **5.06 LIABILITY INSURANCE**

The City maintains liability insurance policies to protect the City and its employees from liability arising from lawsuits filed against the City or City employees. Persons insured under these policies include any employee acting within the scope of their employment.

## **5.07 FAMILY AND MEDICAL LEAVE**

The City's family and medical leave program enables employees to take time off, under certain conditions, for a serious health reason or to care for family members. This section will be administered in accordance with the federal Family and Medical Leave Act (FMLA).

Eligibility. To be eligible for leave under this family and medical leave section, an employee must have been employed by the City for at least 12 months, must have worked at least 1,250 hours in the preceding 12 months, and must work at a location where at least 50 employees are employed by the City within 75 miles.

Leave Entitlement. An eligible employee may request up to 12 workweeks of FMLA leave per "leave year" for one or more of the following reasons:

- To bond and/or care for the employee's child upon birth, or to care for a child upon the child's placement with the employee for adoption or foster care;
- To care for a spouse, son, daughter or parent who has a serious health condition;
- To care for self, if the employee has a serious health condition that makes the employee unable to perform the essential functions of the position (including incapacity due to pregnancy, prenatal medical care or childbirth); or
- For a "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member (including those in the regular Armed Forces, the National Guard or the Reserves) who is on active duty, or has been notified of an impending call to covered active duty, and who has been or is being deployed to a foreign country.

Qualifying exigencies are generally activities related to the active duty or call to duty, including attending certain military events, arranging for alternative childcare,

addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

The City defines a leave year as the rolling twelve-month period measured backward from the date an employee uses any FMLA leave. FMLA leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement. In addition, generally spouses employed by the City will be jointly entitled to a combined leave of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, or to care for a parent with a serious health condition. Each spouse is, however, eligible for the full 12 weeks of leave in the 12-month leave period to care for a child or spouse with a serious health condition, or for either employee's own serious health condition.

**Military Caregiver FMLA entitlement.** An eligible employee may also take up to 26 weeks of leave during a single 12-month period to care for an injured servicemember who is the employee's spouse, parent, child or next of kin. A covered servicemember is a current member of the Armed Forces, including a National Guard or Reserves member, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform their duties for which the servicemember is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. A covered servicemember may also be a veteran who was a member of the Armed Forces any time during the five years preceding their need for medical treatment, recuperation or therapy for a serious injury or illness, where the injury or illness was incurred or aggravated in the line of duty. For purposes of this kind of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this section may not exceed 26 weeks in the applicable leave year.

**Serious Health Condition.** For purposes of this FMLA section, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice or residential medical care facility;
- A period of incapacity of more than three consecutive, full calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a healthcare provider;
- A period of incapacity due to pregnancy or for prenatal care;
- A period of incapacity or treatment due to a chronic serious health condition, for a permanent or long-term condition for which treatment may not be effective, or to receive multiple treatments for restorative surgery after an accident or injury or for a condition that would likely result in an incapacity of more than three full, consecutive calendar days in the absence of medical treatment (e.g., chemotherapy for cancer or dialysis for kidney disease).

**Intermittent or Reduced Work Schedule Leave.** In certain circumstances, eligible employees may take FMLA intermittently (for example, in smaller blocks of time) or by reducing their work schedule. If the FMLA leave is because of the employee's own serious health condition or to care for a family member, the employee may take the leave intermittently or on a reduced work schedule if it is medically necessary. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency arising

from a family member's military service. If FMLA leave is to care for a child after the birth or placement for adoption or foster care, employees may take their FMLA leave intermittently or on a reduced work schedule only with the City's permission. Where intermittent leave or reduced-schedule leave is needed for planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly business operations. Where an employee needs intermittent or reduced-schedule leave based on planned medical treatment, the City may transfer the employee to an alternative position with equivalent pay and benefits that can better accommodate such recurring leave.

Notice and Certification. Employees who want to take FMLA leave ordinarily must provide the City with at least 30 days' notice of the need for leave, if the need for leave is foreseeable. If 30 days' advance notice is not possible, notice must be provided as soon as practicable (which is generally the same day or next business day after the need for leave becomes known). Absent unusual circumstances, employees are required to follow the City's regular procedural requirements when requesting FMLA leave. When requesting leave, employees must provide sufficient information for the City to determine whether the leave may be FMLA-qualifying, and the anticipated timing and duration of requested leave. Employees must also inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified.

In addition, employees who need leave for their own or a family member's serious health condition may be required to provide reasonable documentation to confirm the family relationship and/or medical certification from a healthcare provider of the serious health condition. The City may require a second or third opinion (at City expense), periodic recertifications of the serious health condition and, when the leave is for an employee's own serious health condition, a certification that the employee is fit to return to work. Employees who need leave for a qualifying exigency arising from a family member's military leave must provide a certification confirming the need for leave.

The City may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave. The City also may delay or deny approval of leave for lack of proper certification establishing the need for leave.

Please contact Human Resources to obtain further information and forms relating to FMLA leave requests.

Continuation of Pay and Benefits. FMLA leave is unpaid leave. However, employees are may choose required to to use any accrued paid leave available to them as part of their FMLA leave. This includes accrued sick leave (if applicable to the situation), vacation, compensatory time or floating holidays. An employee will be required to use accrued leave in the following sequence for their own serious health condition: sick, floating holiday, vacation, compensatory time, and may receive unpaid leave only after exhausting all their accrued leave balances. An employee will be required to use accrued leave in the order of their choosing to care for a family member and may receive unpaid leave only after exhausting all their accrued leave balances.

During all leave under this family and medical leave section, the City will continue to pay the employer's portion of health insurance premiums, provided that the employee continues to pay their share of insurance premiums, if any. Failure of the employee to pay their portion of the premium may result in cancellation of health insurance. Under certain circumstances, if an employee fails to return to work at the end of the leave, the employee may be responsible to pay back the City for the employer portion of the health insurance premiums. Leaves such as vacation and sick leave will continue to accrue during paid leave, but not during unpaid leave.

Job Restoration Upon Return from Leave. Upon return from FMLA leave, an employee will be entitled to return to the employee's former position or a position with equivalent pay, benefits and conditions of employment, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). If the employee chooses not to return to work for any reason, the employee should notify the City as soon as possible.

For Guidance. For more information about leave entitlements, or if you think you may need to take a Family and Medical Leave, please contact Human Resources. The leave laws, particularly those applicable to pregnancy and childbirth, can be confusing. Employees are encouraged to contact Human Resources with any questions about how the various laws are coordinated in a particular situation.

## **5.08 ADDITIONAL FAMILY AND MEDICAL LEAVE ENTITLEMENTS UNDER WASHINGTON LAW; INTEGRATION WITH FMLA**

Pregnancy Disability Leave. In addition to leave under the federal FMLA described above, Washington law provides certain additional leave rights in connection with pregnancy-related disability and to care for a newborn. Regardless of whether an employee is eligible for FMLA leave, she is entitled to Pregnancy Disability leave for the period of time that she is temporarily disabled because of pregnancy or childbirth. Medical certification may be required to confirm the need for leave. If the employee is eligible for FMLA leave, the Pregnancy Disability leave will run concurrently with FMLA leave. Pregnancy Disability leave is unpaid, although accrued leave may be used to cover the absence. If the absence is unpaid, benefits are not automatically continued (unless the employee is also eligible for FMLA leave); however, the employee may continue insurance coverages at her expense through COBRA.

Family Care Act. This act allows employee to use accrued leave to care for sick family members (see section 5.19). Family members include children, parents, spouses, registered domestic partners, parents-in-law, and grandparents. This includes accrued sick leave, vacation, compensatory time or floating holidays.

### Washington Paid Family and Medical Leave.

The Washington Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. PFML benefits began on January 1, 2020. This policy provides a summary of the PFML program. Employees may obtain additional information at [www.paidleave.wa.gov](http://www.paidleave.wa.gov). To the extent an issue is not addressed in this policy, the City will administer this benefit program consistent with applicable statutes and regulations.

Payroll Deductions. The PFML program is funded through premiums collected by ESD through employee payroll deductions and employer contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the City will modify payroll practices to reflect those statutory changes.

Eligibility. Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows:

Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.

Job Protection: In order to be eligible for job protection under PFML, an employee must meet FMLA eligibility requirements (must have worked for the City for at least 12 months and have worked 1250 hours in the last year).

An employee is ineligible for PFML benefits during any period of suspension from employment or during which the employee works for remuneration or profit (e.g., outside employment or contracting).

Leave Entitlement. Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PFML leave may be taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

PFML runs concurrently with FMLA where an absence is covered by both laws. PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought.

PFML Application Process. An employee must submit an application to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website ([www.paidleave.wa.gov](http://www.paidleave.wa.gov)). Eligibility determinations will be made by ESD. If approved, the employee is solely responsible for complying with the requirements of ESD's PFML Program.

Notification Requirements. An employee must provide written notice to the City of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the City, ESD will temporarily deny PFML benefits. After receiving the employee's



notice of the need for leave, the City will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt City operations.

If taking leave intermittently, an employee must notify the City each time PFML leave is taken so that the City may properly track leave use.

PFML Monetary Benefits. If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to a maximum of \$1,000 per week. Employees may obtain additional information at [www.paidleave.wa.gov](http://www.paidleave.wa.gov).

With the exception of leave taken in connection with the birth or placement of a child or qualifying military exigency, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week.

~~Paid leave accruals (vacation, sick leave, floating holidays, compensatory time, or any other accrued leave) are not supplemental to PFML. An employee may elect to use such accrued leave during a PFML covered absence, although the receipt of accrued leave must be reported to ESD as part of the PFML claims process and will result in a pro-rated weekly PFML benefit.~~

~~Important note: Failure to report the receipt of accrued leave may result in an overpayment by ESD, which ESD may recoup from the employee.~~

Supplementation of PFML Benefit with Paid Leave. The City has designated the following accrued leave banks as a "supplemental benefit" under the PFML law: sick (if sick leave qualifying), vacation, or compensatory time. Employees may use such available accrued leave in accordance with the applicable City leave policy, even if the employee also seeks PFML benefits for the same week. The supplemental benefits program will be monitored and may be modified if found to be detrimental to city operations or contrary to applicable state statutes and regulations.

Important note: When submitting a weekly PFML benefit application to ESD, an employee should not report the receipt of supplemental accrued leave to ESD; this will ensure that the full PFML benefit is received for the week.

Coordination with Other Benefit Programs. When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of City policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to City policy and subject to any FMLA or other legal requirements requiring continuation of coverage.

Job Restoration; Return to Work Recertification. An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated

for reasons unrelated to the leave). The City may require a return-to-work certification from a health care provider before restoring the employee to work following PFML leave where the employee has taken leave for the employee's own serious health condition. Under certain conditions, the City may deny job restoration to a salaried employee who is among the highest paid ten percent of City employees. If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify the City as soon as possible.

Collective Bargaining Agreements. Employees covered by collective bargaining agreements will be subject to the specific terms of those agreements and rules. In the event a collective bargaining agreement does not contain language regarding Washington Paid Family and Medical Leave as specified in this policy, then those employees will be governed by this policy.

#### **5.09 OTHER UNPAID LEAVE**

Subject to operational need and other considerations, the City may grant a leave of absence without pay for an absence not covered by any other type of leave or policy. Any available accrued leave must be exhausted before an unpaid leave will be approved. Exceptions to this policy must be approved by the City Administrator and the Human Resources Department. An example of an absence that may qualify is a prolonged illness or medical condition for which an employee needs reasonable accommodation.

#### **5.10 BENEFITS DURING LEAVE**

Employees who are on a paid leave of absence shall continue to receive benefits they were entitled to prior to the start of their leave, including the accrual of annual leave, sick leave, holidays, retirement and health insurance benefits. Unless stated otherwise in these policies, an employee's benefits (including health insurance) will be suspended during any period of unpaid leave in excess of 30 consecutive days. In certain cases, self-payment of insurance premiums may apply (see COBRA information). Leave accruals will be suspended during an unpaid leave, or as stated in the applicable leave section.

#### **5.11 JURY DUTY**

Employees who are required by law to render jury service will be granted time off with pay during the period of jury duty. Compensation received by the employee for jury service (other than expense payments) will be deducted from the employee's normal salary for the same period so that the income from both sources does not exceed the employee's normal salary. The employee will have the option of providing the pay received from jury duty to the City and collecting full salary from the City.

Employees should notify their supervisor as soon as possible after receipt of a juror summons so that operational adjustments can be made as needed during the employee's absence. A copy of the juror summons must be provided upon request. If an employee is summoned for jury service during a critical work period, the City may ask the employee to request a waiver from duty. Employees are expected to return to work if they are excused from jury duty during regular working hours or are released from jury service earlier than expected.

## 5.12 PROFESSIONAL DEVELOPMENT

The City recognizes the value and importance of employee development and training in improving individual job performance, enhancing knowledge, skills and abilities directly related to an employee's position, as well as broadening the skill level within our workforce. The City shall provide job related training opportunities to employees as needed and as financial resources are available. The professional development opportunity must be pre-approved by your supervisor.

The City may reimburse or pay expenses for employees to attend job-related certifications, seminars, webinars, conferences and business meetings when the proposed educational program is deemed of value to the operations of the City, or is required by the City, and funding permits the authorization of attendance at such programs. Work schedules shall be arranged such that overtime costs are minimized or not incurred.

Regarding certifications or licenses, the City will reimburse the cost of the course work and testing fees upon attaining the certification or license. If the certification and/or license are not a requirement for your current position, you must use your own time (paid leave or non-working hours) to attend courses and testing.

## 5.13 TUITION REIMBURSEMENT

Subject to budgetary limitations, the City encourages post-secondary education opportunities (courses toward associate's or bachelor's degrees) for employees to the end that services provided to the residents of Lake Stevens may be made more effective. Further, the City may assist employees with costs, subject to budgetary limitations, incurred in receiving approved education, upon satisfactory completion of such education when it relates to the employee's current position, or it would support the employee's professional growth toward a potential future position within the city. Nothing in this section shall be interpreted as a guarantee that the costs of education will be paid or reimbursed, in whole or in part, by the city.

To be eligible for consideration of this section, an employee must:

- Be in regular full-time or part-time status;
- Must have successfully passed their new hire probationary period and be in good standing (not currently under discipline);
- The educational classes must be offered at accredited colleges, universities or vocational schools. Classes must be relevant to the employee's current position or would support the employee's professional growth toward another position with the City. This also includes classes which relate to the degree program the employee is working towards when such degree program and institution of study has been pre-approved (this does not include elective courses);
- The employee must provide documentation as to the applicability of the proposed training;
- The employee must provide documentation as to the costs paid by the employee prior to receiving reimbursement (i.e., receipts for eligible costs listed below).
- The employee must successfully complete the course(s), attaining a minimum of a 2.5 or "C" letter grade or a "Pass" in a Pass/Fail course;
- The course work must be approved by the employee's director, Human Resources Director and City Administrator.
- As a condition of acceptance of the reimbursement, employees who accept education reimbursement agree to remain employed by the city for a minimum of twenty-four (24)

months after completion of the course(s) for which reimbursement is received. If an employee voluntarily separates employment prior to the twenty-four (24) months, the employee agrees to repay the city the amount of reimbursement received.

Subject to the above eligibility requirements and budgetary limits, the city's reimbursement of 50% of the following costs, up to a maximum of two thousand five hundred dollars (\$2,500) per calendar year, include:

- Registration or tuition;
- Books or course work materials; and
- Lab fees and costs directly associated with the course.

Reimbursements will not be granted retroactively to the date of final approval. If training and education assistance is available through outside grant funds or any other potential sources, including G.I. or V.A. benefits, then reimbursement shall be through that source. Any remaining costs after outside funds have been used may be eligible for city reimbursements in accordance with this section. Student loans shall not be considered outside funds for purposes of this section.

#### **5.14 MILITARY LEAVE**

Every employee who is a member of the National Guard or of the U.S. Army, Navy, Air Force, Coast Guard, or Marine Corps, or of any organized reserve of the United States, will be granted military leave in accordance with state and federal law. Employees who take military leave will have whatever rights to reinstatement, seniority, vacation, layoffs, and compensation as are provided by applicable law.

Paid Leave of 21 Days Per Year. Under Washington law, a public employee is entitled to a paid military leave of absence for a period not to exceed 21 working days during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>. Military leave beyond the 21 days of paid time off will be unpaid, provided that employees may elect to use accrued vacation, compensatory time or other available paid time off during the period of military leave.

You should notify your supervisor as soon as you receive notice of your need to report for military duty and provide your supervisor with a copy of your orders. Human Resources can provide additional information at that time regarding benefits and other employment matters associated with your military leave.

#### **5.15 LEAVE FOR SPOUSES AND REGISTERED DOMESTIC PARTNERS OF MILITARY PERSONNEL**

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while their spouse or domestic partner is on leave from deployment, or before and up to deployment. (Family military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take the family military leave described in this section.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is

deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of their intent to take leave within five business days of receiving official notice that the employee's spouse or domestic partner will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

#### **5.16 LEAVE DUE TO DOMESTIC VIOLENCE OR SEXUAL ASSAULT**

In compliance with Washington state law, the City will authorize leave for employees who are victims of domestic violence, sexual assault, or stalking, or for employees with a family member (child, spouse, registered domestic partner, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship) who is a victim of domestic violence, sexual assault, or stalking. A reasonable amount of leave will be provided, and this leave may be taken in blocks, intermittently, or on a reduced leave schedule. Domestic violence/sexual assault leave is unpaid, although an employee may elect to use the employee's accrued paid leave (e.g., vacation or sick leave) in connection with such leave.

Domestic Violence/Sexual Assault Leave may be taken for the following purposes:

- To seek law enforcement or legal assistance or to prepare for or participate in any legal proceeding related to domestic violence, sexual assault or stalking;
- To seek health care treatment for physical or mental injuries from domestic violence, sexual assault, or stalking, or attend to such health care treatment for a family member;
- To obtain (or assist a family member in obtaining) services from a domestic violence shelter, rape crisis center, or other social services;
- To obtain (or assist a family member in obtaining) mental health counseling related to domestic violence, sexual assault, or stalking; or
- To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee or family member relating to domestic violence, sexual assault, or stalking.

When possible, employees must give advance notice of the intention to take leave. If advance notice is not possible, employees (or their designees) must give notice of the need for this leave no later than the end of the first day the employee takes the leave. The City may require verification to support the need for the leave. Except where disclosure is authorized or required by law, or where an employee authorized disclosure of certain information, the City will maintain confidentiality of all information provided by the employee in conjunction with Domestic Violence/Sexual Assault Leave.

You're urged to contact Human Resources in the event you need leave from work to address a domestic violence situation.

## 5.17 UNPAID LEAVE FOR REASONS OF FAITH OR CONSCIENCE

Consistent with Washington state law, employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

You may select the days on which you desire to take the two unpaid holidays after consultation with your supervisor. If you prefer to take the two (2) unpaid holidays on specific days, then you will be allowed to take the unpaid holidays on the days you have selected unless the absence would impose an undue hardship on the City, or your presence at work is necessary to maintain public safety. "Undue hardship" means an action requiring significant difficulty or expense to the City, taking into account factors such as the effect of your absence on operations and the number of other employees requesting leave, and the impact on other employees' leave entitlements.

You should submit a written request for an unpaid holiday(s) to your supervisor a minimum of two weeks prior to the requested day off; see Human Resources for the request form. Approval of the unpaid holiday(s) shall not be deemed approved unless it has been authorized in writing by your supervisor. Partial days off will count as a full day toward the annual entitlement of two (2) unpaid holidays.

Employees may not use accrued vacation or other leave for this time of leave; if you would like to take vacation or other paid time off instead of an unpaid holiday under this section, it will be subject to the paid time off approval process applicable to the type of paid leave requested.

The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

## 5.18 ANNUAL LEAVE (VACATION)

The City provides paid annual leave (vacation) to full-time employees at the following accrual rates:

Months of Continuous Employment	Monthly Accrual	Yearly
1 – 12	<del>6.67</del> 8 hrs	<del>80.96</del> hrs
13 – 36	<del>7.33</del> 9.33 hrs	<del>88.11</del> 2 hrs
37 – 60	<del>8.66</del> 10.66 hrs	<del>104.12</del> 8 hrs
61 – 120	<del>10.66</del> 12 hrs	<del>128.14</del> 4 hrs
121 – 180	<del>12.66</del> 14 hrs	<del>152.16</del> 8 hrs
181 – 240	<del>16.5</del> 3.33 hrs	<del>184.19</del> 6 hrs
241 +	16.66 hrs	200 hrs

Accrual. Employees shall accrue annual leave on the basis of completed calendar months of continuous employment in a paid status. New employees shall begin accruing paid annual leave from the first day of employment and may use accrued annual leave; however, there shall be no cash value for accrued annual leave prior to satisfactory completion of the trial service

period. New employees will normally be hired at the lowest level of vacation accrual. However, with the prior approval of the City Administrator, a new employee may be hired at a vacation accrual level above the minimum when experience, training or proven capability warrant, or when employment market conditions require a higher starting vacation accrual.

Part-time and Temporary Employees. Annual leave accrual for part-time employees will be calculated by multiplying the employee's FTE by the employee's accrual rate based on years of service. Temporary employees are not generally eligible to accrue annual leave.

Use of Annual Leave. Use of annual leave is subject to the approval of the employee's supervisor. Timing of the requests will be a minimum of one week in advance of the leave, especially those requests for planned vacations (e.g., a full work week or majority of a work week). For example, if you're taking a trip you've probably made arrangements well in advance; please provide as much notice as possible.

For those opportunities that come up last minute, make the request as soon as possible with every effort to provide a minimum of one week's notice. Depending on business needs, an unplanned request *may* be denied; however, every attempt will be made to approve the request.

For emergency situations, please notify your supervisor as soon as practical and provide a return time if known. These situations should be rare.

The City will attempt to accommodate an employee's preferred leave dates, subject to operational needs and the leave requests of other employees. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, timing of request and seniority. When all other factors are equal, the employee with the greatest City seniority will be given preference for the preferred leave period.

Maximum Accrual. The City encourages employees to use their accrued leave to achieve a good work-life balance. To that end, employees may accumulate up to a maximum of two hundred forty (240) hours of annual leave. Any annual leave accumulated in excess of two hundred forty (240) hours shall be forfeited on January 1<sup>st</sup> each year. Employees may, with prior written authorization of their department head and concurrence by the City Administrator, arrange carry-over more than two hundred forty (240) hours past January 1, only when work circumstances have prevented the employee from taking previously scheduled vacation, and a schedule has been agreed to for the taking of vacation within an approved period of time.

Cash-out Upon Separation. Employees who are separated from employment by the City, or who resign or retire with at least ten (10) working days' advance notice, will be paid for annual leave that is accrued but unused as of the separation date. Any accumulated hours of vacation in excess of two hundred forty (240) hours shall not be paid upon retirement or termination of employment. An employee who has not satisfactorily completed their trial service period is not eligible for any annual leave cash-out.

## **5.19 SICK LEAVE**

The City will provide eligible employees a measure of financial protection by allowing reasonable time off with pay when a personal illness, accident, or disability, or that of a member of the employee's immediate family, requires the absence of the employee. The City's sick leave policy is also intended to fulfill its obligations under Washington state law. No employee will be subject to retaliation based on their legitimate use of paid sick leave. Paid sick leave



based on the individual employee's regular weekly work schedule shall be the method to ensure that the intent of the policy is equitably accomplished.

Definition and coverage.

Coverage under this section includes all employees of the City.

- Paid sick leave is defined as a specified period of time that an employee is absent from work due to an illness, injury or health condition of the employee or an immediate family member, or for other authorized reasons, and for which the employee receives regular salary.
- The term "immediate family member" is defined herein as the employee's spouse, state-registered domestic partner, child (biological, step, foster, adopted or de facto), parent (whether biological adoptive, step, or person who stood in loco parentis to employee as a child), parent-in-law, grandparent, grandchild or sibling. For further clarification see RCW 49.12.26546.210, "~~Sick leave, time off Care of family members~~".
- Paid sick leave is intended solely as a form of financial protection and is not to be considered as paid time off that is owed to an employee.

Accrual schedule and eligibility.

Regular full-time employees shall accrue paid sick leave at the rate of eight (8) hours per completed calendar month of continuous employment for use following one (1) month's continuous employment. Regular part-time employees accrue sick leave on a prorated basis based on the employee's FTE status (i.e., a .5 FTE will receive four (4) hours each month).

- A temporary change in the employee's regular weekly work schedule shall not affect the employee's accumulation of sick leave benefits, unless the change lasts longer than thirty (30) days.
- For purposes of accrual by regular employees, the employee's regular weekly work schedule includes regular hours worked, holidays, vacations, sick leave, or bereavement leave and excludes unpaid leave of absence periods.
- Employees in an unpaid leave status are not eligible to accrue sick leave.

Non-regular part-time employees, seasonal employees and temporary employees shall accrue paid sick leave at the rate of one hour for every 40 hours worked. For accrual purposes, hours worked encompasses actual working time, and not paid or unpaid leave. Accrual will begin on an employee's first day of employment, provided that an employee will not be permitted to use paid sick until the employee has been employed for 90 days.

Frontloading Sick Leave for New Employees. Upon employment, employees will be credited with eighty (80) hours of sick leave, which shall be considered "frontloaded". The frontloaded leave is intended to cover the employee's projected accrual described in this policy and employees will not accrue additional sick leave hours until such time they have completed enough continuous service to reach the prescribed accrual rate. If an employee separates from service with the City and the employee has used more than the equivalent of the prescribed accrual rate described in this policy prior to separation, the City shall withhold an amount equal to the used, but unearned sick leave hours from the employee's final paycheck. The amount shall be based on the employee's final rate of pay.

Carry-over. Employees may carry over up to 1,168 hours of earned but unused sick leave from one calendar year to the next.



- When there is a separation of employment and an employee is rehired within twelve (12) months of separation, previously accrued unused sick leave shall be reinstated.
- When there is a separation of employment and an employee is rehired more than twelve (12) months from separation, there shall be no reinstatement of sick leave. The rehired employee shall be considered to have newly commenced employment for purposes of this section.

Reporting and use of accrued sick leave.

- It is the responsibility of employees to notify their supervisors in the event of any absence before or immediately following the start of each work day. Where the need to use sick leave is foreseeable, an employee must provide notice at least 10 days' advance notice, or as early as practicable under the circumstances. Failure to notify may result in loss of paid sick leave for the day as well as discipline. Employees may be required to present a physician's statement at the discretion of the Department Director, provided that for non-exempt employees: (i) documentation may only be required when an employee uses sick leave on more than three consecutive work days; (ii) an employee will have up to ten (10) calendar days to provide the required documentation; (iii) if requested, documentation need not disclose the nature of the medical condition causing the need for leave; and (iv) if a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise the City of this concern and the City will evaluate its request in light of the circumstances and its obligations under the law.
- Paid sick leave shall be granted when an employee is required to be absent from work under the following conditions:
  - Injury, illness or health condition of the employee; or to accommodate the need for medical diagnosis, care or treatment of a health condition; or for preventive medical care;
  - Disability of the employee due to pregnancy, childbirth and associated periods of recovery;
  - The employee's care for an immediate family member with an illness, injury or health condition; care for family member who needs medical diagnosis, care or treatment; care for family member who needs preventive medical care;
  - An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason;
  - Absences covered by the City's Domestic Violence/Sexual Assault/Stalking leave policy. approved medically necessary treatment program.
- Employees who are utilizing paid sick leave as defined above will be returned to their position with the City. Concurrence of the employee's physician may be required.
- In the event that an employee is absent for a condition listed above, and subject to the Family Care Act (RCW 49.12.265), the following shall be exhausted in the order listed:
  - Sick leave; followed by
  - Earned but unused compensatory time; followed by
  - Earned but unused vacation time; followed by
  - Earned but unused floating holiday; followed by
  - Leave of absence without pay, which may result in a review of the employee's attendance record, unless such leave is a qualifying event under federal or state Family Medical leave.
- In the event that an employee incurs a personal illness, injury, accident or disability, or that of a member of the immediate family, while the employee is on scheduled

vacation leave, the employee may cease utilizing vacation leave and convert to the use of accrued sick leave. Such conversion from vacation to sick leave may require a physician's certification.

- An illness related absence of three (3) consecutive work days or more may require verification by the employee's personal physician that the employee is physically capable of resuming the regular duties of the job classification. Sick leave is computed up to the nearest quarter hour for non-exempt employees and payable for the approved period of absence up to the regularly scheduled hours of work for the day(s) absent.

Use of Sick Leave in Connection with On-the-Job Injury. Any employee who sustains an injury or develops an illness considered by the employee to be job-related should inform the attending healthcare provider, who will prepare the necessary forms for the employee to receive benefits under the Washington State Labor & Industries' Workers' Compensation system.

Employees receiving time-loss compensation from Labor & Industries are eligible to use accrued leave to cover the shortfall between their regular base rate of pay and time-loss compensation. Any amount paid out by the City will be charged to sick leave, accrued compensatory time or vacation. When the employee's paid leave accounts are exhausted, the City's payment will cease. An employee may not receive more pay while on time loss than the employee would have received had they not been injured. During time-loss leave, upon receipt of time-loss compensation, the employee shall either endorse those payments to the City or provide personal payment to the City. If an employee desires their paid leave balances not to be utilized, that employee must notify Payroll in writing at the start of the time-loss period.

If the ruling is that the injury or illness is not covered by Workers' Compensation, the employee will continue to be charged sick leave for the time lost due to a bona fide injury or illness. If the employee exhausts all sick leave, then the absence will be charged against all other leave balances until exhausted. Thereafter such leave shall be unpaid. Also, refer to section 5.05.

Termination/Retirement. Non-represented employees retiring or resigning in good standing may convert accrued and unused sick leave into a post-separation health reimbursement arrangement (HRA) plan as follows:

- Employees with five (5) years (i.e., completion of 60 months) of consecutive service to the City may convert ten percent (10%), up to a maximum of forty-eight (48) hours, of available sick leave.
- Employees with seven (7) years (i.e., completion of 84 months) of consecutive service to the City may convert fifteen percent (15%), up to a maximum of one hundred (101) hours of available sick leave.
- Employees with ten (10) or more years (i.e., completion of 120 or more months) of consecutive service to the City may convert twenty-five percent (25%) up to a maximum of two hundred ninety-two (292) hours of available sick leave.

Such conversions shall reduce the final sick leave balance to zero.

Except as specifically described in this section, a separating employee will not receive payment for accrued sick leave upon separation.

**NOTE:** The terms of retirement are in accordance with the provisions of the Public Employees Retirement System (PERS) and the Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF).

## 5.20 HOLIDAYS

The City provides paid time off for the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25

Full-time employees shall receive holiday pay for the number of hours they are scheduled to work on that day. For non-exempt employees on an alternate schedule (other than a 5/8 schedule), when a holiday falls on their scheduled work day which is longer than eight (8) hours, (i.e., an employee working a 5/8 schedule will be paid 8 hours for the holiday, an employee on a 4/10 schedule will be paid 10 hours for the holiday). 9- or 10-hour scheduled work day), the employee must use leave or flex extra hours in that work week to make up the difference.

Part-Time and Temporary Employees. Part-time employees shall earn holiday pay on a pro rata basis determined by multiplying their FTE times the full-time benefit. Temporary employees are generally not eligible for holiday pay.

Floating Holidays. Full-time and part-time employees are entitled to take two (2) floating holidays per calendar year. Floating holidays may be taken on a day chosen by the employee provided the floating holidays will be taken at a time approved by the City and at a time that will not impair the efficiency of the City. Part-time employees are entitled to floating holidays on a pro rata basis according to the proportion of a full-time work schedule they regularly are assigned to work.

Employees beginning work before July 1<sup>st</sup> will be entitled to two (2) floating holidays during that calendar year. Employees beginning work July 1<sup>st</sup> or later will be entitled to one (1) floating holiday during that calendar year.

Floating holidays must be used in full-day increments based on the employee's schedule (8 ~~hours~~ or the pro-rated equivalent if less than full time). Floating holidays lapse at the end of the calendar year if unused and are non-compensable upon termination.

## 5.21 BEREAVEMENT LEAVE

Upon notification, full-time employees shall be granted bereavement leave with pay up to six (6) months following a death in the family. The maximum number of working days of leave shall be three (3), except that when the death occurs at a distance beyond 500 miles, additional time not

exceeding two (2) working days may be granted. Part-time employees are entitled to bereavement leave on a pro rata basis according to the proportion of a full-time work schedule they are regularly scheduled to work.

For the purpose of bereavement leave, the employee's family shall include the employee's spouse or domestic partner, and any of the following relatives of the employee, spouse or domestic partner (including biological, foster, by marriage or defacto): child, ~~foster child~~, parent, ~~stepparent~~, brother, sister, grandchild, grandparent, or other relative residing in the employee's household. If there are extenuating circumstances of a person considered a "relative" for purposes of bereavement leave, a special request may be made through Human Resources.

When requesting bereavement leave, employees should inform their immediate supervisor as to who died and the date of death. Proof of death and/or relationship may be required by your supervisor or Human Resources.

## 5.22 SHARED LEAVE

The City will allow employees to transfer accrued unused sick and annual leave to co-workers who, without such transfers, would be forced to go without pay or terminate employment in order to meet the needs of their own severe illness. It is understood that the use of shared leave will not significantly increase the City's costs, except for those costs which would otherwise be incurred in the administration of this section. Shared leave shall be subject to the following conditions:

### 1. The employee:

a. ~~must~~ must be suffering from a non-work illness, injury, impairment, or a physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay or to terminate their employment with the City; or

b. Is sick or temporarily disabled because of a pregnancy disability. Pregnancy disability means a related medical condition or miscarriage; or

1. Needs the time for parental leave. Parental leave means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care.

2. The employee must first use all compensatory time, floating holiday or holiday leave bank they have accrued before using shared leave. The employee is not required to deplete all of their accrued vacation and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave. will have depleted their balance of accrued sick leave, annual leave, floating holiday, and compensatory time.

3. The employee must be ineligible for state industrial insurance benefits.

4. To the extent possible, the shared leave shall be used on a consecutive basis. The employee's salary and benefits on shared leave shall not exceed the total of salary and benefits the employee would have received had they been in regular pay status.

5. The employee shall be required to provide appropriate medical justification for reasons 1(a) & 1(b) from a licensed physician or health care practitioner and documentation for the necessity verifying the extraordinary or severe nature, or pregnancy disability and expected duration of the leave.
6. The donating employee must submit the Shared Leave Donation form to Human Resources to approve a transfer of a specified amount of accrued sick or annual leave to an employee who is authorized to receive shared leave. In order to be eligible to donate annual leave, a donating employee must have a sick leave balance in excess of four hundred eighty (480) hours or an annual leave balance in excess of eighty (80) hours, and must retain four hundred eighty (480) hours of sick leave and eighty (80) hours of annual leave after donation. If an employee has less than four hundred eighty (480) accrued sick leave hours, the employee will be allowed to donate on a one-time basis, up to sixteen (16) hours with prior approval by the Human Resources Director.
7. Annual leave shall be donated in terms of a specified number of hours of the donor's annual leave. Those hours will be translated into a dollar value based on the donor's rate of pay, and that value translated back into hours of leave based on the recipient's hourly rate of pay.
8. The value of any leave transferred which remains unused shall be returned to its original value to the employee(s) who donated the leave. To the extent administratively feasible, the unused leave shall be returned on a pro rata basis.
9. While on shared leave, the employee will continue to be classified as an active City employee and receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive on annual leave.
- 9.10. An employee receiving shared leave for parental leave may receive up to twelve (12) weeks immediately after the birth or placement which must be used within the first year of the child's life or placement.
- 10.11. An employee is limited to receiving a total of 60 working days of shared leave during their entire employment with the City. An employee may request shared leave in excess of 60 days in extraordinary circumstances and must be approved by the City Administrator and Human Resources.

### **5.23 EXEMPT EMPLOYEES' LEAVE TIME**

The City adheres to federal and state regulations which require exempt employees to be paid on a salary basis. All time off must be scheduled in advance and approved as stated in previous sections.

- Unscheduled absences are subject to the City's attendance standards.
- Unless absent for a partial day due to FMLA-qualified absence, exempt employees shall not be required to use their paid leave balances for occasional absences during a working day and shall be paid their regular salary despite such absences. Exempt employees shall notify their supervisor in advance and shall schedule such absences to cause the least impact on the work unit. Such absences shall not interfere with the employee's ability to produce their expected work outcomes.

- When an exempt employee is eligible for the federal Family and Medical Leave Act, deductions from paid leave bank(s) or salary may be made in one (1) hour increments. FMLA qualified absences are tracked in one (1) hour increments and will be counted toward their FMLA entitlement.
- The City shall continue the exempt employee's salary while they are on jury duty or temporary military leave with an expectation the employee is providing services to the City for at least part of the work week(s).
- When an exempt employee's applicable paid leave (vacation or sick) is exhausted, then deductions from their pay will only occur in full-day increments occasioned for personal reasons, illness or injury.
- The City limits the use of unpaid disciplinary suspensions for exempt employees to full days and to those limited circumstances allowed by federal and state regulations.
- The City will not pay the full salary of an exempt employee in any partial initial or terminal week of employment.
- Any exempt employee who believes that improper deductions have been made from their salary are urged to bring their concerns to Human Resources as soon as they are discovered. Human Resources will investigate promptly and, if applicable, the City will reimburse the employee on the next payroll.

## **SEPARATION AND DISCIPLINE/DISCHARGE**

### **6.01 SEPARATION FROM EMPLOYMENT**

Separation of your employment with the City may be for a number of reasons including, but not limited to your resignation, retirement, layoff, or discharge.

Upon separation, employees must immediately return all City property to the City including keys, security cards, equipment, etc. Departing employees will normally be given an opportunity for an exit interview. This interview will be conducted by Human Resources or another designated representative. This interview will usually be held on the employee's last day of work. The City encourages employees to share their insights about their employment experience with the City so that the City can identify ways to improve its work environment.

Final paychecks will normally be issued on the next payroll date following the separation date, unless applicable law imposes different requirements. Information regarding post-separation benefits will be provided by Human Resources or directly by the benefit provider.

### **6.02 REDUCTION IN FORCE (LAYOFFS)**

The City may lay off employees as necessary due to lack of work, operational changes or other legitimate reasons. Determinations as to which employees will be laid off will be in the sole discretion of City administration, taking into account the future needs of the City, and the City's assessment as to which positions and personnel are most necessary to continued operations. An approved leave of absence does not prevent an employee from being subject to a reduction-in-force.

Prior to layoff of any regular employee, the City will make a reasonable effort to provide 30 days' written notice to the employee affected. During such period the employee may offer proposals regarding alternatives to such layoff which will be duly considered by the City. If the employee to be laid off is an initial trial service employee, the above procedure will not apply and the City will be required to give the employee a minimum of five (5) working days advance notice.

### **6.03 DISCIPLINE AND DISCHARGE**

The City may suspend, suspend without pay, transfer, demote, or discharge an employee who has completed the trial service period for just cause. The City may also impose other corrective action as deemed appropriate, including verbal or written warnings, performance improvement plans or required retraining. The City may place an employee on paid administrative leave pending an investigation into potential misconduct.

Suspension. For just cause, the City may suspend an employee for a period up to 15 calendar days as a single penalty, or up to a total of 30 calendar days in any one calendar year as an accumulation of several penalties. Exempt employees may only be issued suspensions in increments of full workweeks unless the suspension is for violating a safety rule of major significance or other situations as allowed by law. A suspension will not affect seniority, but it will result in a suspension of holiday pay, accumulation of sick leave and accumulation of annual leave.

Demotion. Demotions may be appropriate where an employee has demonstrated an inability to perform in their current position or for serious or repeated issues. No demotion shall be made as a disciplinary action unless the employee to be demoted possesses the minimum qualifications for employment in the lower position. An employee demoted for disciplinary reasons will be placed in the pay range of the lower position and at the step in the lower range that is the closest in pay to what they are making in the position from which they are being demoted. Further, the employee has no right to displace a subordinate or junior employee who has regular status.

Discharge. Discharge of an employee from employment may be appropriate where an employee continues to demonstrate an inability to perform in their current position, for serious or repeated issues, or egregious act(s). If the City believes that an employee being discharged should be separated immediately from employment, the City may suspend the employee immediately without pay.

Abandonment of Position. An employee who is absent from work for a period of three (3) consecutive days without notice to the City is deemed to have abandoned their position. Such employee may be notified of discharge from employment by written notice by registered mail to the employee's last known address.

Pre-Disciplinary Notice and Opportunity to Respond. Before implementing an unpaid suspension, demotion or discharge, the City will furnish the employee with a written notice of the intended action that states the reason for the intended action and offers the employee an opportunity to respond. The notice will be furnished directly to the employee during working hours, or if the employee is absent on that day of work, the notice may be sent by registered mail to the employee's last known address. The employee will be afforded an opportunity to respond to the intended action, either in writing or in a meeting with the supervisor(s) involved. The employee may also waive the opportunity to respond. After the employee has had a chance to respond to the intended action, the City may proceed with discipline or discharge as deemed appropriate.

Discipline or Discharge During Trial Service Period. An employee serving their initial trial service period is employed "at will" and may be disciplined or discharged without cause or advance notice. In such cases, the employee will have no right to appeal the discipline or discharge.

Appeals. Non-represented employees may appeal discipline or discharge decisions to their supervisor within fourteen days (14) after the occurrence of the condition being appealed. Represented employees may pursue an appeal via the grievance procedure in the applicable labor agreement. Also, see section 3.22.



## APPENDIX A

### A.1. DRUG AND ALCOHOL TESTING FOR COMMERCIAL DRIVER'S LICENSE HOLDERS

This section applies to all employees who are required to have and maintain a Commercial Driver's License (CDL). Participation in the City's drug and alcohol testing program is a condition of employment for any employee who is required to maintain a CDL. Any employee who has questions about this policy may contact the City's Designated Employer Representative(s) at (425) 622-9420 (Human Resources).

Federal regulations require that employers conduct alcohol and controlled substances testing of drivers who operate commercial motor vehicles, mechanics, and supervisors with a commercial driver's license who fill in. For the purpose of this policy, the employee will be referred to as "driver" and the employer will be referred to as "Employer." This policy provides guidelines for circumstances under which the Federal Motor Carrier Safety Administration (FMCSA) and the United States Department of Transportation (DOT) mandated testing must be conducted. Of course, all the details of every possible situation cannot be anticipated, so the Employer reserves the right to determine the appropriate application of this policy and general employment policies to any particular case.

The Employer expects all drivers to work drug- and alcohol-free at all times. If you have any questions about this policy, contact the City's Designated Employer Representative(s) at (425) 622-9420 (Human Resources).

Employees covered by this policy have been provided a copy of these FMCSA/DOT provisions and by signature verify that they have read and understand the policy. **Drivers should note that in addition to the required DOT regulations, they are also subject to the Employer's drug and alcohol policy and all other policies and procedures applicable to all employees.** Throughout this policy, any provisions that are based on Employer's sole authority (vs. mandated by federal regulations) will be underlined.

For purposes of this policy, "drugs" refers to marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids.

The following conditions and activities are expressly prohibited:

The manufacture, or sale, or use or possession of alcohol, any controlled or illegal substance (except strictly in accordance with medical authorization) or any other substances which impair job performance or pose a hazard, when use or possession occurs on Employer premises or property, or during work time, or while representing the Employer in any work-related fashion.

Reporting for work having consumed alcohol or used illegal drugs or controlled substances at a time, or in such quantities, or in a manner that may impair work performance. For purposes of this policy, having any detectable level of an illegal or controlled drug, or alcohol with an alcohol concentration of .02 or greater, in one's system while covered by this policy will be considered to be a violation.

An on-call employee who consumes alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty.

### **Alcohol and Drug Problems**

In some cases, alcohol and drug abuse can be a result of chemical dependency that can be successfully treated with professional help. Drivers who are having problems with alcohol or drug use are encouraged to seek voluntary counseling and treatment. It is the *driver's* responsibility to seek help when needed, and to do so *before* substance abuse causes problems on the job, results in a positive drug or alcohol test, or results in disciplinary action.

Drivers who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation, and treatment requirements of 49 CFR Part 382 and 40, provided that:

- 1) The admission is in accordance with the Employer's written established voluntary self-identification policy;
- 2) The driver does not self-identify in order to avoid testing;
- 3) The driver makes the admission of alcohol misuse or controlled substances use before performing a safety-sensitive function;
- 4) The driver does not perform a safety-sensitive function until the Employer is satisfied that the driver has successfully completed education or treatment requirements in accordance with the self-identification program guidelines.

Normally, the Employer will:

- 1) Not take adverse action against a driver making a voluntary admission of alcohol misuse or controlled substances use provided that the admission occurs before the employee has been subject to disciplinary action or the use/misuse has affected job performance;
- 2) Allow the driver sufficient opportunity to seek an evaluation, education or treatment to establish control over the employee's drug or alcohol problem;
- 3) Permit the employee to return to safety sensitive duties **only** upon successful completion of an educational or treatment program, as determined by a substance abuse professional.

The following Substance Abuse Professional can provide help and referrals:

***ComPsych (Employee Assistance Program)***  
***(800) 570-9315***  
***Guidanceresources.com***  
***Company/Organization Web ID: trusteeap71***

### **Definitions**

**"Alcohol"** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**"Alcohol concentration (or content), BAC"** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under 49 CFR Part 382.

**"Alcohol use"** means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

**"Commercial motor-vehicle" (or "CMV")** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- Has a gross vehicle weight rating of 26,001 or more pounds; or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, subpart F).

**"Controlled substances"** mean those substances identified in 49 CFR Part 40.85, as amended: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

**"DOT Agency"** means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, and 655), in accordance with 49 CFR Part 40.

**"Driver"** means any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly-employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer.

**"Drug"** has the meaning of any controlled substances, prescription, or over-the-counter medication.

**"EBT (or evidential breath testing device)"** means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL), and identified on the CPL as conforming with the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.

**"Employer"** means an entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with 49 CFR Part 382. The term refers to the entity responsible for overall implementation of DOT drug and alcohol program requirements, as well as those individuals employed by the entity who take personnel actions resulting from violations of 49 CFR Part 382 and any applicable DOT agency regulations. Service agents are not employers.

**"Licensed medical practitioner"** means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

**"Medical Review Officer (MRO)"** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with their medical history and any other relevant biomedical information.

**"Performing (a safety-sensitive function)"** means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

**"Refuse to submit (to an alcohol or controlled substances test)"** means that a covered employee:

- Fails to show up for any test (except a pre-employment test) within a reasonable time after being directed to do so by the Employer. This includes the failure of an employee to appear for a test when called by a Consortium/Third Party Administrator;
- Fails to remain at the testing site until the testing process is complete; provided, that an applicant who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused a test. The testing process commences once the applicant has been provided the specimen collection cup.
- Fails to provide a urine specimen for any drug test or breath or saliva sample for an alcohol test required by 49 CFR Part 382, if the employee leaves after the testing process has commenced;
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the provision of a specimen;
- Fails to provide a sufficient amount of urine, breath or saliva when directed, unless it has been determined, through a required medical evaluation, that there was an adequate medical explanation for the failure to provide.
- Fails or declines to take a second test the employer or collector has directed following a negative dilute result as required by CFR 40.197(b);
- Fails to undergo an additional medical examination, as directed by the MRO as part of the verification process, or as directed by the Designated Employer Representative (DER) concerning the evaluation as part of the "shy bladder" procedures in 49 CFR Part 40, subpart I; or fails to undergo a medical examination or evaluation as directed by the employer as part of the insufficient breath procedures outlined in CFR 40.265(c).
- Fails to cooperate (e.g., refuses to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector) or otherwise interferes with any part of the testing process.
- Fails to sign the certification at Step 2 of the alcohol testing form (ATF).
- Is reported by the MRO as having a verified adulterated or substituted test result.
- For an observed collection, fails to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Admits to the collector or MRO to having adulterated or substituted the specimen.

**"Safety-sensitive function"** means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- 1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- 2) All time inspecting equipment as required by FMCSA regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- 3) All time spent at the driving controls of a commercial motor vehicle in operation;
- 4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);

- 5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- 6) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### **Prohibited Conduct**

The following is considered prohibited conduct under this policy:

- 1) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
- 2) No driver shall use alcohol while performing safety-sensitive functions.
- 3) No driver shall perform safety-sensitive functions within four hours after using alcohol.
- 4) No driver required to take a post-accident alcohol test under 49 CFR 382.303 shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- 5) No driver shall refuse to submit to a post-accident, random, reasonable suspicion, or follow-up controlled substance and/or alcohol test required by 49 CFR Part 382.
- 6) No driver shall report for duty, remain on duty or perform a safety-sensitive function when there is a quantifiable level of a controlled substance in the driver's body above the minimum thresholds established in 49 CFR Part 40. Although the personal use of marijuana is permitted under Washington law, federal law still prohibits the use and possession of marijuana. Employees must be aware that having a detectible level of marijuana in their body, regardless of whether their use was for recreational or medical purposes, constitutes prohibited conduct.
- 7) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any drug except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. Notwithstanding the above, the medical use of marijuana that causes drug or drug metabolites to be present in the body above minimum thresholds established in 49 CFR Part 40 constitutes prohibited conduct regardless of whether the marijuana was used under the guidance of a medical practitioner and regardless of whether the medical practitioner advised that such use will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- 8) The Employer shall not permit a driver to continue to perform safety sensitive functions if the Employer has actual knowledge of a driver violating any of the aforementioned prohibitions. Actual knowledge may be based on the Employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substances use, except as discussed in the Employer's voluntary self-identification program.

### **Prescription and Other Medications**

No driver may possess any prescription medication or report to work while using any prescription medication, except when he/she is under a doctor's care and the doctor has advised the driver that the substance does not affect their ability to safely operate a commercial motor vehicle. The use of any medication, whether prescription or over-the-counter, that could affect a driver's safe job performance is prohibited while working. The driver shall report to the City's Designated Employer Representative(s), at (425) 622-9420 (Human Resources), the use

of any prescribed medication and, without identifying the medication, shall provide a certificate from the driver's doctor that the use of the medication will not impair the ability to safely perform their duties. If, as a result of testing under this policy, the driver is found to have the presence of controlled substances in the body which is a result of the use of their legally prescribed medication that has not been reported, the driver shall be removed from service without pay until it is determined that the use of medication will not impair their ability to safely perform assigned duties. Notwithstanding the above, a driver may not possess or report to work while using marijuana under any circumstances, even if the marijuana was prescribed by a doctor.

### **Other Related Alcohol Conduct**

A driver tested under the requirements of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be removed immediately from performing safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the test administration.

Depending on the circumstances, an employee who is removed from service due to an alcohol concentration of 0.02 or greater but less than 0.04 may be subject to discipline.

### **Controlled Substances and Alcohol Testing**

Submission to the controlled substance and alcohol testing described in this policy is a condition of employment with the Employer for those drivers covered by DOT and FMCSA regulations. A refusal to submit (as described above) will constitute a violation of this policy and be grounds for termination of employment. A driver may be tested for controlled substances at any time during their work day, except pre-employment, and alcohol testing will be conducted just before, during or after performing safety sensitive functions.

Drivers will be subject to testing as follows:

**Pre-Employment:** Drivers will be tested for controlled substances unless:

- 1) the driver participated in a DOT testing program within the past 30 days and;
- 2) While participating in that program, either:
  - a. Was tested for controlled substances within the past 6 months (from the date of application with the Employer), or
  - b. Participated in the random controlled substances testing program for the previous 12 months (from the date of application with the Employer); and
- 3) No prior employer of the driver of whom the employer has knowledge has records of a violation of DOT controlled substances regulations within the previous 6 months.

A driver/applicant who tests positive on a pre-employment test will not be hired but may be eligible to reapply for employment with the Employer after six months from the date of the positive test. In addition, an applicant who tested positive on any DOT mandated pre-employment drug test after August 1, 2001, must provide documentation of their successful completion of DOT return-to-duty requirements (i.e., an evaluation by a substance abuse professional, education and/or treatment, and a negative DOT pre-employment test, all of which meet the requirements of 49 CFR Part 40).

In the event a driver does reapply following a positive test, the driver/applicant will be responsible to pay for the pre-treatment evaluation, education and/or treatment, and the subsequent pre-employment test.

**Post-Accident:** As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving driver shall be tested for controlled substances and alcohol if:

- 1) the driver was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life (fatality); or
- 2) the driver received a citation for a moving violation and the accident involved bodily injury to any person who, as a result of the accident, immediately receives medical treatment away from the scene of the accident; or
- 3) the driver received a citation for a moving violation and the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver may not consume alcohol for eight (8) hours following an accident that requires the DOT alcohol test. The alcohol test must be completed within two (2) hours of the accident; if not, the supervisor must document the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the accident. After eight (8) hours the attempt to test will be ceased, and the supervisor must again provide the reasons for the test not being administered.

A controlled substances test shall be administered as soon as practicable up to 32 hours following the accident. After 32 hours the attempt to test will be ceased, and the supervisor must provide the reasons for the test not being administered promptly. A driver must remain readily available for testing, or may be deemed by the Employer to have refused to submit to testing.

Nothing in this policy should be construed to require the delay of necessary medical attention for the injured.

In addition, any driver involved in any commercial motor vehicle accident involving an injury requiring immediate medical attention or any vehicle towed away because of disabling damage, will be required to submit to testing, even if the driver is not issued a citation. Testing will be to determine the presence, use, or any involvement with alcohol or drugs unless the Employer determines, in its discretion, that the accident could not have been caused by alcohol or drug use.

The driver will submit to an alcohol test within eight (8) hours and a controlled substances test within 32 hours of the accident. The Employer/driver must advise the collection site and alcohol testing personnel that the test being required is an Employer-required test, and not a mandated DOT test.

**Random:** The Employer is using a consortium/third party administrator to facilitate the random selection of drivers and notification to the employer of the driver(s) selected for testing. The consortium/third party administrator is:

A WorkSAFE Service, Inc.  
1696 Capitol St NE  
Salem OR 97301  
(503) 391-9363

Drivers will be subject to random alcohol and controlled substance testing under the following program:

- 1) Random selection of drivers will be made by a scientifically valid method using a computer-based random number generator that is matched with drivers' social security numbers.
- 2) Each driver shall have an equal chance of being drawn each time selections are made.
- 3) Selections for testing are unannounced and reasonably spread throughout the calendar year.
- 4) Random selections are made to ensure testing for controlled substances is conducted at not less than the minimum annual 25% rate and alcohol is conducted at not less than the minimum annual 10% rate, or the rates as established by the FMCSA.
- 5) A driver shall only be tested for alcohol just before, during, or after performing safety-sensitive functions; however, he/she may be tested for controlled substances any time while performing work for the Employer.
- 6) Once a driver is notified of selection for random alcohol and/or controlled substances testing, he/she shall proceed to the test site immediately.

**Reasonable Suspicion:** Drivers will be tested for alcohol and/or controlled substances whenever the employer has reasonable suspicion that the individual is under the influence of alcohol or a controlled substance. Reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the behavior, speech, appearance or body odors of the driver, including any indicators of the chronic and withdrawal effects of controlled substances. Drivers required to be tested under reasonable suspicion testing will be removed from performing safety-sensitive functions pending the outcome of the test result(s) and be transported to the testing facility by the Employer.

Reasonable suspicion drug testing is authorized when the supervisor's observation (or another trained person) of the driver's behavior occurs any time during the workday. Reasonable suspicion alcohol testing is authorized only if the supervisor's observation (or another trained person) of the driver's behavior has been made during, just preceding, or just after performing any safety-sensitive function.

The alcohol test must be completed within two (2) hours of the observation; if not, the Employer must document the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the observation. After eight (8) hours, the attempt to test will cease. If an alcohol test is not completed within the two (2) or eight (8) hour time periods, the employer shall prepare and maintain on file a record stating the reasons the test was not administered within the appropriate time frames.

The Employer shall not permit a driver to report for duty, remain on duty, perform, or continue to perform any safety-sensitive functions while the driver is impaired by alcohol, as shown by the behavioral, speech, or performance indicators of alcohol misuse, until:

- 1) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02 percent; or
- 2) The start of the driver's next regularly-scheduled duty period, but not less than twenty four (24) hours following the determination that reasonable suspicion exists.

Supervisors and any Employer representative that may be expected to serve in a supervisory capacity or who may be required to make a reasonable suspicion determination, must have



received at least 60 minutes of training on the indications of probable drug use and an additional 60 minutes training on the indicators of probable alcohol misuse. Only those individuals who have received this training are qualified to make these decisions.

**Return-to-Duty:** No driver found to be in violation of the Employer drug and alcohol policy will be permitted to return to duty involving safety-sensitive functions until the driver has undergone an assessment with a Substance Abuse Professional as required by 49 CFR Part 40 and has a verified negative controlled substances test and/or an alcohol test with a result less than 0.02 alcohol concentration. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

**Follow-Up:** Any driver in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances use as identified through the evaluation by the Substance Abuse Professional will, if still employed, be required to enter into a Last Chance Agreement as a condition of continued employment and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional. The Employer may perform follow-up testing for five years. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

### **Failure to Cooperate**

Employees who are subject to this policy are expected to comply fully with any required testing. Failure to do so (including, for example, refusing to sign consent or refusing to test, obstructing the testing process, failing to make themselves available for a required test, failing to provide an adequate sample for testing, attempting to adulterate or substitute a specimen, or in any way tampering with a required test, failure to empty pockets or wash hands as requested by collection site personnel, refusing to permit an observed collection, possessing or wearing a prosthetic or other device that could be used to interfere with the collection process) will cause the driver to be immediately relieved from performing safety-sensitive functions, and will also be considered a violation of Employer policy that will subject the employee to discipline, up to and including termination of employment. The Employer also reserves the right to involve law enforcement officials for any conduct that it believes might be in violation of state or federal law.

### **Testing Procedures**

**Urine Specimen Collection:** Specimen collections will be conducted in accordance with the procedures of 49 CFR Part 40, as amended. The collection procedures are designed to ensure the security and integrity of the specimen provided by each covered employee, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to preserve the individual's privacy as much as possible consistent with ensuring an accurate result. Covered employees will be required to empty their pockets before providing the drug test specimen.

Under normal circumstances, the applicant or covered employee will be afforded complete privacy in the restroom for providing the urine sample. Certain situations do require the urine sample be provided under same-gender direct observation. Those situations include:

- The temperature on the original specimen was out of range; or
- The original specimen appeared to have been tampered with (i.e., unusual color, odor, foam, etc.); or
- The collector observes materials brought to the collection site or the individual's conduct clearly indicates an attempt to tamper with a specimen; or
- The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to the Employer there was not an adequate medical explanation for the result; or
- The MRO reported to the Employer that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed; or
- The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5mg/dL, and the MRO reported the specimen to the Employer as negative-dilute and a second collection must take place under direct observation; or
- All return-to-duty or follow-up drug tests.

When that occurs, the individual subjected to testing will be required to follow the observer's instructions to raise their clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.

Refusing to permit an observed collection, or possessing or wearing a prosthetic or other device that could be used to interfere with the collection process, are considered a refusal to test and will constitute a verified positive drug test result.

Laboratory Analysis: As required by 49 CFR Part 40, only a laboratory certified by the Department of Health and Human Services (DHHS) will be retained by the Employer to perform the analysis of the urine specimen for controlled substances. The initial screening test will be performed by immunoassay and will test for substances and at cutoff levels required by 49 CFR Part 40, as amended. All specimens identified as positive on the initial screening test will be confirmed using gas chromatography/mass spectrometry techniques at cutoff levels required by 49 CFR Part 40, as amended.

Negative Dilute Specimens: All negative dilute specimen test results will require the driver to submit to an immediate retest with minimum advance notice. The retest results shall become the test result of record. If the retest results are also negative and dilute, the test will be deemed a negative result, unless the MRO has directed a recollection under direct observation.

Breath Alcohol: Testing will be conducted by a qualified technician according to 49 CFR Part 40 procedures using a DOT-approved device. If an initial test indicates an alcohol concentration of less than 0.02, no further testing will be conducted. If the initial test result is 0.02 or greater, a confirmation test will be conducted by a Breath Alcohol Technician using an Evidential Breath Testing (EBT) device. Testing will be conducted in a manner that protects the confidentiality of the employee's testing information as well as the integrity of the testing process.

### **Medical Review**

All controlled substances test results will be reviewed by a Medical Review Officer (MRO) before results are reported to the City. The MRO will attempt to contact the driver to discuss the test results before reporting positive results to the City.

The Employer Medical Review Officer is:

Dee J. McGonigle, M.D.  
18912 North Creek Parkway  
Suite 202  
Bothell, Washington 98011  
(425) 488-9755

### **Notification of Results**

The City will notify the affected driver of any controlled substances test that is reported as positive by the MRO. The City will notify driver-applicants of the results of pre-employment controlled substances testing if the applicant requests that information in writing within 60 days after the City notifies the applicant that he/she has or has not been hired.

### **Analysis of Split Sample Specimen**

A urine sample will be split at the time of collection. Within 72 hours of the MRO notifying the driver of a verified positive controlled substances test, or an adulterated or substituted specimen, the driver may request the split sample to be tested. Only the MRO may authorize such testing, which may take place only at laboratories certified by the Department of Health and Human Services (DHHS). If the split sample test fails to reconfirm the presence of the drug or drug metabolite, the MRO shall cancel the test or take such steps as are directed by DOT regulations.

All applicants/drivers have a right to request testing of the split sample. The applicant/driver will be responsible for the cost of testing the split sample.

### **Confidentiality**

Records required under this policy, including test results, will be maintained in a secure location with controlled access. Each driver, upon written request, shall be entitled to receive copies of their own records, and to have copies of their records made available to any subsequent employer. Information may also be disclosed to the relevant state or federal agencies, or in connection with judicial, administrative or related proceedings (e.g., grievances and arbitration) initiated by or on behalf of the driver, or where otherwise required by law.

### **Evaluation and Referral**

DOT regulations require that any driver who violates the alcohol and controlled substances rules of 49 CFR Part 382 be advised of available evaluation resources and be evaluated by a

Substance Abuse Professional. The driver must complete an appropriate education and/or treatment program before being eligible to return to safety-sensitive duty.

Before returning to performing safety-sensitive functions for **any** DOT employer, a driver must be tested for controlled substances with a verified negative controlled substances test result and/or alcohol with a test result less than 0.02 alcohol concentration. The driver will be subject to follow-up testing of at least six tests in the first 12 months of returning to duty, and follow-up testing may continue for five years. All return-to-duty and follow-up drug tests will be required to be collected as same gender direct observation collections.

### **FMCSA CDL Clearinghouse Reporting**

Pursuant to DOT regulations, the City is required to report the following information to the FMCSA Clearinghouse: a verified positive, adulterated, or substituted drug test result; an alcohol confirmation test with a concentration of 0.04 or higher; a refusal to submit to any required test; the City's actual knowledge of on-duty alcohol use, pre-duty alcohol use, alcohol use following an accident; controlled substance use; a substance abuse professional's report of the successful completion of the return-to-duty process; a negative return-to-duty test; an employee's completion of follow-up testing.

Securing Information from Previous Employers: If a person to be hired into a position covered by this section has, during the previous two years, worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver to release information on positive alcohol or drug tests and any refusals to be tested. This information must be obtained before the person is employed by the City. If the information obtained from the previous employer indicates either a positive test or that a refusal to be tested occurred within the past two years, that person will not be permitted to drive a commercial vehicle unless subsequent information indicates that an evaluation by a substance abuse professional was made and return to duty testing was administered.

Consequences of Engaging in Prohibited Conduct or Positive Test: Under the City's authority, an employee will be subject to appropriate disciplinary action up to and including termination if:

- The employee tests positive for drugs or alcohol;
- Results from an alcohol test indicate blood alcohol level of .02 or greater; or
- The employee has engaged in prohibited conduct.

### Effect of Alcohol and Controlled Substances:

DOT regulations require employers to furnish information regarding the effects of alcohol and controlled substance use, as well as the signs and symptoms of such use. Included in an appendix to this policy are fact sheets regarding alcohol and various controlled substances. Any employee who suspects a co-worker has an alcohol or drug problem may refer the co-worker to contact information for the Substance Abuse Professional identified in this policy, to the City's EAP, or to management.

Personnel responsible for supervising and managing employees subject to testing under this policy must attend at least two hours of training on alcohol and drug misuse symptoms and indicator used in making determinations for reasonable suspicion testing.

The following provisions apply to those employees who are not terminated for violations:

- If an employee tests positive for drugs or has an alcohol test that indicated a blood alcohol level of .04 or greater from a random, reasonable suspicion or post-accident test,

or engages in prohibited conduct, the employee will be immediately removed from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to work unless he/she:

- Has been evaluated by a qualified Substance Abuse Professional; and
- If recommended by said professional, has properly followed any rehabilitation prescribed; and
- Has a verified negative result on a return-to-duty alcohol (<.02) and/or drug test
- Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty months as recommended by the substance abuse professional and the city with a minimum of six such unscheduled tests within the first twelve months of returning to duty.
- Employees having a breath alcohol concentration of at least .02 but less than .04 shall be removed from duty requiring the driving of a commercial vehicle for at least 24 hours.

This section is in conjunction with Section 3.15, Substance Abuse.

**APPENDIX TO DRUG AND ALCOHOL TESTING FOR  
COMMERCIAL DRIVER'S LICENSE HOLDERS**

**Drug and alcohol awareness training materials: Information on effects and signs of  
alcohol and controlled substance use**

### Detection periods

Detection periods vary; rates of metabolism and excretion are different for each drug and use and vary by individual. Detection periods should be viewed as estimates. Cases can always be found to contradict these approximations.

#### Drug and detection period

<b>Amphetamines</b>	Amphetamine	1 to 2 days
	Methamphetamine	1 to 2 days
<b>Cocaine</b>	Benzoyllecgonine	2 to 3 days
<b>Cannabinoids (Marijuana)</b>	Casual use	Up to 7 days
	Chronic use	Up to 30 days
<b>Alcohol</b>		12 to 24 hours
<b>Opiates</b>	Codeine	Usually up to 2 days
	Hydromorphone (Dilaudid)	Usually up to 2 days
	Morphine (for Heroin)	Usually up to 2 days
<b>Phencyclidine (PCP)</b>	Casual use	Up to 8 days
	Chronic use	Up to 30 days

### **Alcohol Fact Sheet**

Alcohol is a drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

#### **Description**

**Generic/chemical names (Representative):** Beer (about 4.5 percent alcohol), wine (about 14 to 20 percent alcohol), distilled spirits or liquor (about 50 percent alcohol).

**Alternative sources:** After-shave lotion, cough medicine, antiseptic mouthwash, vanilla extract, disinfectant, room deodorizer fluid, cologne, breath sprays, shaving creams, rubbing alcohol.

**Common street names:** Booze, juice, brew, grain, shine, hooch.

**Distinguishing characteristics:** Pure ethanol (sold in some States as "grain alcohol") is a colorless liquid with a distinctive odor and taste. It has a cooling effect when rubbed on the skin. Most commonly, however, alcohol is consumed as the component of another beverage, and grain alcohol itself is normally diluted with juices or other soft drinks by the consumer. Depending upon the concentration of alcohol in the beverage, the aroma of alcohol may serve as an indicator of the presence of alcohol in a beverage. Since the sale and distribution of all products containing more than a trace amount of ethanol are regulated by Federal and State governments, the best guide to whether a specific beverage contains alcohol will be label information if the original container is available.

**Paraphernalia:** Liquor, wine, after-shave, or cough medicine bottles; drinking glasses; cans of alcohol- containing beverages; can and bottle openers. Paper bags are sometimes used to conceal the container while the drink is being consumed.

**Method of intake:** Alcohol is consumed by mouth. It is infrequently consumed as pure (grain) alcohol. It is, however, frequently consumed in the form in which it is sold (e.g., cans of beer, "straight" liquor, glasses of wine). Alcohol is often consumed in combination with other beverages ("mixers"), either to make it more palatable or to disguise from others that alcohol is being consumed.

**Duration of single dose effect:** Alcohol is fully absorbed into the bloodstream within 30 minutes to 2 hours, depending upon the beverage consumed and associated food intake. The body can metabolize about one quarter of an ounce (0.25 oz. or roughly half the amount in a can of beer) of alcohol per hour.

The effects of alcohol on behavior (including driving behavior) vary with the individual and with the concentration of alcohol in the individual's blood. The level of alcohol achieved in the blood depends in large part (although not exclusively) upon the amount of alcohol consumed and the time period over which it was consumed. One rule of thumb says that in a 150-pound person, each drink adds 0.02% to blood alcohol concentration and each hour that passes removes 0.01percent from it.

Generally speaking, alcohol is absorbed into the blood relatively quickly and metabolized more slowly. Therefore, the potential exists for alcohol concentrations to build steadily throughout a drinking session.



The following table shows some general effects of varying levels of BAC:

BAC	Behavioral effects
0.02-0.09%	Loss of muscular coordination, impaired senses, changes in mood and personality.
0.10-0.19%	Marked mental impairment, further loss of coordination, prolonged reaction time.
0.20-0.29%	Nausea, vomiting, double vision.
0.30-0.39%	Hypothermia, blackouts, anesthesia.
0.40-0.70%	Coma, respiratory failure, death.

**Detection time:** The detection time for alcohol depends upon the maximum level of BAC achieved and varies by individual. Since under FMCSA regulations alcohol concentrations as low as 0.02 percent (under DOT testing procedures, breath alcohol concentration is used as a proxy for BAC) require employer action, and current technology can reliably detect this level, a driver who had achieved a moderate level of intoxication (i.e., 0.08 percent BAC) would be detectable approximately 8 hours after achieving that level. (Note: this is detectability after achieving this level and not after commencing or stopping drinking.)

**Dependency level:** The chronic use of alcohol can produce dependence in some individuals manifested by craving, withdrawal, and tolerance. Despite the fact that many individuals consume alcoholic beverages (more than 90 percent of Americans at some point during their lives), relatively few of them (only about 10 percent of drinkers) develop psychological and physical dependency on it.

### Signs and symptoms of use

**Evidence of presence of alcohol:** Bottles, cans, and other containers which alcohol-containing beverages may have been purchased and/or consumed in; bottle caps from alcohol containers; bottle or can openers; employees drinking from paper bags; odor of alcohol on containers or on employee's breath.

**Physical symptoms:** Reduction of reflexes, slurred speech, loss of coordination, unsteady gait.

**Behavioral symptoms:** Increased talkativeness, reduced emotional control, distorted judgment, impaired driving ability, gross effects on thinking and memory.

### Effects of alcohol on the individual

#### Physical health effects

- The liver is the primary site of alcohol metabolism and can be severely affected by heavy alcohol use. The three primary dangers are fatty liver, alcoholic hepatitis, and cirrhosis.
- Heavy alcohol use can also severely affect the gastrointestinal tract, contributing to inflammation of the esophagus, exacerbating peptic ulcers, and causing acute and chronic pancreatitis. It interferes with the absorption of nutrients from food and contributes to malnutrition.
- Heavy alcohol use affects the heart and vascular system, contributing to heart attacks, hypertension, and strokes.
- Either because of direct action or indirectly through the malnutrition, liver disease, and other effects it causes, alcohol depresses immune system functioning and increases the likelihood of infection.
- There is considerable evidence that alcohol abuse is associated with the incidence of cancer, particularly cancers of the liver, esophagus, nasopharynx, and larynx.
- Heavy alcohol consumption causes brain damage, manifested through dementia, blackouts, seizures, hallucinations, and peripheral neuropathy.

### **Other health effects**

- In addition to having direct health effects through physiological changes in the drinker's body, alcohol contributes significantly to health problems indirectly. While most of the medical consequences of alcohol use listed above result from chronic use, these other effects can often result from a single episode of acute use:
- One half of all traffic accident fatalities are alcohol-related. The risk of a traffic fatality per mile driven is at least eight times higher for a drunk driver than for a sober one.
- Falls are the most common cause of nonfatal injuries in the U.S. and the second-most common cause of fatal accidents. Estimates of the involvement of alcohol in these falls range from 20 to 80 percent. A BAC between 0.05 and 0.10 percent increases the likelihood of a fall by three times. Between 0.10 and 0.15 percent, it increases by a factor of 10, and above 0.16 percent it increases by a factor of 60.
- Research indicates over 60 percent of those dying in non-vehicular fires (fourth leading cause of accidental death in the United States) have BACs over 0.10 percent.
- Approximately 38 percent of those drowning (third leading cause of accidental death in the United States) have been exposed to alcohol at the time of their deaths.
- Between 20 and 36 percent of suicide victims have a history of alcohol abuse or were drinking shortly before their suicides.
- Alcohol also plays a significant role in crime and family violence, including spousal and child abuse.

### **Effects on employee performance**

The statistics reported above make it clear that alcohol can have a devastating effect on employee performance. By affecting vision, reflexes, coordination, emotions, aggressiveness, and judgment, alcohol deprives the professional driver of most of the tools he or she relies upon to perform safely.

Hangovers also present a risk to driving behavior, as would other illnesses. The sick feeling associated with hangovers, including headaches, nausea, and other symptoms, can distract an employee's attention and lead to accidents even though alcohol may no longer be detectable in the body.

### **Overdose effects**

Unconsciousness, coma, death.

### **Withdrawal syndrome**

Repeated use of alcohol results in tolerance, with increasing consumption necessary to attain its characteristic effects. Alcohol at a given blood level produces less impairment in heavy drinkers than it does in lighter drinkers. Alcohol is toxic by itself and, coupled with the malnutrition common in alcoholics, can lead to kidney disease, deterioration of mental faculties, and psychotic episodes (the "DTs") if the alcohol is withdrawn. The DTs are characterized by hallucinations and extreme fear, and their presence are a clear indication of alcohol dependence. Withdrawal and the associated DTs can be fatal.

### **References**

Blum, Kenneth, "Handbook of Abusable Drugs," NY, Gardner Press, 1984.

Department of Health and Human Services, "Alcohol and Health: 7th Special Report to the U.S. Congress," Washington, DC, 1990.

## **Amphetamine Fact Sheet**

Amphetamines are central nervous system stimulants that speed up the mind and body. The physical sense of energy at lower doses and the mental exhilaration at higher doses are the reasons for their abuse. Although widely prescribed at one time for weight reduction and mood elevation, the legal use of amphetamines is now limited to a very narrow range of medical conditions. Most amphetamines that are abused are illegally manufactured in foreign countries and smuggled into the United States or clandestinely manufactured in crude laboratories.

### **Description**

**Generic/chemical names:** Include amphetamine and methamphetamine. Trade names include: Desoxyn, Dexapex, Fastin, Vasotilin, Dexedrine, Delcobese, Fetamine, Obetrol.

**Common street names:** Uppers, speed, bennies, crystal, black beauties, Christmas trees, white crosses, mollies, bam, crank, meth, ice, LA ice.

**Distinguishing characteristics:** In their pure form, amphetamines are yellowish crystals. They are manufactured in a variety of forms, including pill, capsule, tablet, powder, and liquid. Amphetamine ("speed") is sold in counterfeit capsules or as white, flat, double-scored "mini bennies." Methamphetamine is often sold as a creamy white, granular powder or in lumps wrapped in aluminum foil or sealable plastic bags.

**Paraphernalia:** Needles, syringes, and rubber tubing for tourniquets, used for the injection method.

**Method of intake:** The most common forms of amphetamines are pills, tablets, or capsules, which are ingested. The less frequent forms, liquid and powder, are injected or snorted.

**Duration of single dose effect:** 2 to 4 hours.

**Detection time:** 1 to 2 days after use.

**Dependency level:** Psychological dependence on amphetamines is known to be high. Physical dependence is possible.

### **Signs and symptoms of use**

**Evidence of presence of amphetamines:** Most frequently pills, capsules, or tablets; envelopes, bags, vials for storing the drug; less frequently syringes, needles, tourniquets.

**Physical symptoms:** Dilated pupils, sweating, increased blood pressure, palpitations, rapid heartbeat, dizziness, decreased appetite, dry mouth, headaches, blurred vision, insomnia, high fever (depending on the level of the dose).

**Behavioral symptoms:** Confusion, panic, talkativeness, hallucinations, restlessness, anxiety, moodiness, false sense of confidence and power; "amphetamine psychosis" which might result from extended use (see health effects).

### **Effects of amphetamine use on the individual**

#### **Physical health effects**

- Regular use produces strong psychological dependence and increasing tolerance to drug.
- High doses may cause toxic psychosis resembling schizophrenia.

- Intoxication may induce a heart attack or stroke due to spiking of blood pressure.
- Chronic use may cause heart and brain damage due to severe constriction of capillary blood vessels.
- The euphoric stimulation increases impulsive and risk-taking behaviors, including bizarre and violent acts.
- Long-term heavy use can lead to malnutrition, skin disorders, ulcers, and various diseases that come from vitamin deficiencies.
- Lack of sleep, weight loss, and depression also result from regular use.
- Users who inject drugs intravenously can get serious and life-threatening infections (e.g., lung or heart disease, kidney damage) from non-sterile equipment or contaminated self-prepared solutions.

#### **Effects on mental performance**

- Anxiety, restlessness
- Moodiness
- False sense of power

#### **Large doses over long periods can result in**

- Hallucinations
- Delusions
- Paranoia
- Brain damage.

#### **Effects on employee performance**

Amphetamines cause a false sense of alertness and potential hallucinations, which can result in risky driving behavior and increased accidents. Employees who fail to get sufficient rest may use the drug to increase alertness. However, although low doses of amphetamines will cause a short-term improvement in mental and physical functioning, greater use impairs functioning. The hangover effect of amphetamines is characterized by physical fatigue and depression, which make operation of equipment or vehicles dangerous.

#### **Overdose effects**

- Agitation
- Convulsions
- Increase in body temperature
- Hallucinations
- Death

#### **Withdrawal syndrome**

- Apathy
- Depression
- Long-term periods of sleep
- Disorientation
- Irritability

#### **Workplace issues**

- Because amphetamines alleviate the sensation of fatigue, they may be abused to increase alertness due to unusual overtime demands or failure to get rest.
- Low-dose amphetamine use will cause a short-term improvement in mental and

physical functioning. With greater use or increasing fatigue, the effect reverses and has an impairing effect. Hangover effect is characterized by physical fatigue and depression, which may make operation of equipment or vehicles dangerous.

**Reference**

Federal Motor Carrier Safety Administration, Office of Motor Carriers, "Guidelines for Implementing the FMCSA Anti-Drug Program," Publication No. FMCSA-MC-91-014, March 1992.

## **Cocaine Fact Sheet**

Cocaine is used medically as a local anesthetic. It is abused as a powerful physical and mental stimulant. The entire central nervous system is energized. Muscles are tense, the heart beats faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neurohormones associated with mood elevation.

### **Description**

**Generic/chemical names:** Cocaine hydrochloride or cocaine base.

**Common street names:** Coke, crack, snow, blow, flake, "C", toot, rock, base, nose candy, snort, white horse.

**Distinguishing characteristics:** Cocaine is an alkaloid (organic base) derived from the coca plant. In its more common form, cocaine hydrochloride or "snorting coke" is a white to creamy granular or lumpy powder chopped fine before use. Cocaine base, rock, or crack is a crystalline rock about the size of a small pebble.

**Paraphernalia:** Cocaine hydrochloride single-edged razor blade, a small mirror or piece of smooth metal; a half straw or metal tube, and a small screw-cap vial or folded paper packet containing the cocaine (used for snorting), needles, tourniquets (used for injecting). Cocaine base a "crack pipe" (small glass smoking device for vaporizing the crack crystals); a lighter, alcohol lamp, or small butane torch for heating the substance.

**Method of intake:** Cocaine hydrochloride is snorted into the nose, rubbed on the gums, or injected into the veins. Cocaine base is heated in a glass pipe and the vapor is inhaled.

**Duration of single dose effect:** 1 to 2 hours.

**Detection time:** Up to 2 to 3 days after last use.

**Dependency level:** Research indicates possible physical dependence. Although there is insufficient evidence for humans, animal studies indicate "reverse tolerance," in which certain behavioral effects become stronger with repeated use of cocaine. Psychological dependence on cocaine is known to be high.

### **Signs and symptoms of use**

**Evidence of presence of cocaine:** Small folded envelopes, plastic bags, or vials used to store cocaine; razor blades; cut-off drinking straws or rolled bills for snorting; small spoons; heating apparatus.

**Physical symptoms:** Dilated pupils, runny or irritated nose, profuse sweating, dry mouth, tremors, needle tracks, loss of appetite, hyper-excitability, restlessness, high blood pressure, heart palpitations, insomnia, talkativeness, formication (sensation of bugs crawling on skin).

**Behavioral symptoms:** Increased physical activity, depression, isolation and secretive behavior, unusual defensiveness, frequent absences wide mood swings, difficulty in concentration, paranoia, hallucinations, confusion, false sense of power and control.

### **Effects of cocaine use on the individual**

#### **Physical health effects**

- Research suggests that regular cocaine use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing irreparable damage to critical nerve cells. The onset of nervous system illnesses such as Parkinson's disease could also occur.
- Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In addition, cocaine causes spasms of blood vessels in the brain and heart. Both effects lead to ruptured vessels causing strokes or heart attacks.
- Strong psychological dependency can occur with one "hit" of crack. Usually, mental dependency occurs within days of using crack or within several months of snorting coke. Cocaine causes the strongest mental dependency of any known drug.
- Treatment success rates are lower than those of other chemical dependencies.
- Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. The fatal effects of an overdose are not usually reversible by medical intervention. The number of cocaine overdose deaths in the United States has tripled in the last four years.

### **Effects on mental performance**

- Paranoia and hallucinations
- Hyper excitability and overreaction to stimulus
- Difficulty in concentration
- Wide mood swings
- Withdrawal leads to depression and disorientation

### **Effects on employee performance**

Cocaine use results in an artificial sense of power and control, which leads to a sense of invincibility. Lapses in attention and the ignoring of warning signals brought on by cocaine use greatly increase the potential for accidents. Paranoia, hallucinations, and extreme mood swings make for erratic and unpredictable reactions while driving.

The high cost of cocaine frequently leads to workplace theft and/or dealing. Forgetfulness, absenteeism, tardiness, and missed assignments can translate into lost business.

### **Overdose effects**

- Agitation
- Convulsions
- Increase in body temperature
- Death
- Hallucinations

### **Withdrawal syndrome**

- Apathy
- Depression
- Long periods of sleep
- Disorientation
- Irritability

### **Reference**

Federal Motor Carrier Safety Administration, Office of Motor Carriers, "Guidelines for Implementing the FMCSA Anti-Drug Program," Publication No. FMCSA-MC-91-014, March 1992.

## **Cannabinoids (Marijuana) Fact Sheet**

Marijuana is one of the most misunderstood and underestimated drugs of abuse. People use marijuana for the mildly tranquilizing and mood and perception-altering effects it produces.

### **Description**

**Generic/chemical name:** Dronabinol, marinol, nabilone.

**Common Street Names:** Pot, dope, grass, hemp, weed, hooch, herb, hash, joint, Acapulco gold, reefer, sinsemilla, Thai sticks.

**Distinguishing characteristics:** Like tobacco, marijuana consists of dried, chopped leaves that are green to light tan in color. The seeds are oval with one slightly pointed end. Marijuana has a distinctly pungent aroma resembling a combination of sweet alfalfa and incense. Less prevalent, hashish is a compressed, sometimes tar like substance ranging in color from pale yellow to black. It is usually sold in small chunks wrapped in aluminum foil.

**Paraphernalia:** Cigarette papers, roach clip holders, and small pipes made of bone, brass, or glass are commonly found. Smoking "bongs" (large-bore pipes for inhaling large volumes of smoke) can easily be made from soft drink cans and toilet paper rolls.

**Method of intake:** Marijuana is usually inhaled in cigarette or pipe smoke. Occasionally, it is added to baking ingredients (e.g., brownies) and ingested. Tetrahydrocannabinol (THC), the active chemical detected in urinalysis, is released by exposure to heat.

**Duration of single dose effect:** The most obvious effects are felt for 4 to 6 hours. Preliminary studies suggest that performance impairment lasts longer. The active chemical, THC, is stored in body fat and slowly metabolized over time.

**Detection time:** Traces of marijuana will remain in the urine of an occasional user for up to 1 week, and, in the case of a chronic user, for 3 to 4 weeks.

**Dependency level:** Evidence indicates moderate psychological dependence.

### **Signs and symptoms of use**

**Evidence of presence of marijuana:** Plastic bags (commonly used to sell marijuana); smoking papers; roach clip holders; small pipes of bone, brass, or glass; smoking bongs; distinctive odor.

**Physical symptoms:** Reddened eyes (often masked by eye drops); stained fingertips from holding "joints," particularly for nonsmokers; chronic fatigue; irritating cough; chronic sore throat; accelerated heartbeat; slowed speech; impaired motor coordination; altered perception; increased appetite.

**Behavioral symptoms:** Impaired memory, time-space distortions, feeling of euphoria, panic reactions, paranoia, "I don't care" attitude, false sense of power.

### **Effects of marijuana use on the individual**

#### **General health effects**

- When marijuana is smoked, it is irritating to the lungs. Chronic smoking causes emphysema-like conditions.
- One joint causes the heart to race and be overworked. People with undiagnosed heart



conditions are at risk.

- Marijuana is commonly contaminated with the fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Marijuana smoking lowers the body's immune system response, making users more susceptible to infection. The U.S. Government is actively researching a possible connection between marijuana smoking and the activation of AIDS in positive human immunodeficiency virus (HIV) carriers.

### **Pregnancy problems and birth defects**

- The active chemical, THC, and 60 other related chemicals in marijuana concentrate in the ovaries and testes.
- Chronic smoking of marijuana in males causes a decrease in the male sex hormone, testosterone, and an increase in estrogen, the female sex hormone. The result is a decrease in sperm count, which can lead to temporary sterility. Occasionally, the onset of female sex characteristics, including breast development, occurs in heavy users.
- Chronic smoking of marijuana in females causes a decrease in fertility and an increase in testosterone.
- Pregnant women who are chronic marijuana smokers have a higher-than-normal incidence of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life.
- In test animals, THC causes birth defects, including malformations of the brain, spinal cord, forelimbs, and liver, and water on the brain and spine.
- Offspring of test animals that were exposed to marijuana have fewer chromosomes than normal, causing gross birth defects or death of the fetus. Pediatricians and surgeons are concluding that the use of marijuana by either or both parents, especially during pregnancy, leads to specific birth defects of the infant's feet and hands.
- One of the most common effects of prenatal cannabinoid exposure is underweight newborn babies.
- Fetal exposure may decrease visual functioning and cause other ophthalmic problems.

### **Mental function**

Regular use can cause the following effects:

- Delayed decision-making
- Diminished concentration
- Impaired short-term memory, interfering with learning
- Impaired signal detection (ability to detect a brief flash of light), a risk for users who are operating machinery
- Impaired tracking (the ability to follow a moving object with the eyes) and visual distance measurements
- Erratic cognitive function
- Distortions in time estimation
- Long-term negative effects on mental function known as "acute brain syndrome," which is characterized by disorders in memory, cognitive function, sleep patterns, and physical condition.

### **Effects on employee performance**

- The mental impairments resulting from the use of marijuana produce reactions that can lead to unsafe and erratic driving behavior. Distortions in visual perceptions, impaired signal detection, and altered reality can make driving a vehicle very dangerous.

**Overdose effects**

- Aggressive urges
- Immobility
- Anxiety
- Mental dependency
- Confusion
- Panic
- Fearfulness
- Paranoic reaction
- Hallucinations
- Unpleasant distortions in body image
- Heavy sedation

**Withdrawal syndrome**

- Sleep disturbance
- Irritability
- Hyperactivity
- Gastrointestinal distress
- Decreased appetite
- Salivation, sweating, and tremors

**Workplace issues**

- The active chemical, THC, is stored in body fat and slowly releases over time. Marijuana smoking has a long-term effect on performance.
- A 500 to 800 percent increase in THC concentration in the past several years makes smoking three to five joints a week today equivalent to 15 to 40 joints a week in 1978.
- Combining alcohol or other depressant drugs and marijuana can produce a multiplied effect, increasing the impairing effect of *both* the depressant and marijuana.

**Reference**

Federal Motor Carrier Safety Administration, Office of Motor Carriers, "Guidelines for Implementing the FMCSA Anti-Drug Program," Publication No. FMCSA-MC-91-014, March 1992.

### **Opiates (Narcotics) Fact Sheet**

Opiates (also called narcotics) are drugs that alleviate pain, depress body functions and reactions, and, when taken in large doses, cause a strong euphoric feeling.

#### **Description**

**Generic/chemical names:** Natural and natural derivatives include opium, morphine, codeine, and heroin (semi-synthetic). Synthetics include meperidine (Demerol), oxymorphone (Numorphan), and oxycodone (Percodan).

**Common street names:** Big M, micro, dots, horse, "H", junk, smack, scag, Miss Emma, dope, China white.

**Distinguishing characteristics:** Because of the variety of compounds and forms, opiates are more difficult to clearly describe in terms of form, color, odor, and other physical characteristics. Opium and its derivatives can range from dark brown chunks to white crystals or powders. Depending on the method of intake, they may be in powder, pill, or liquid form.

**Paraphernalia:** Needles, syringe caps, eyedroppers, bent spoons, bottle caps, and rubber tubing (used in the preparation for and injection of the drug).

**Method of intake:** Opiates may be taken in pill form, smoked, or injected, depending upon the type of narcotic used.

**Duration of single dose effect:** 3 to 6 hours.

**Detection time:** Usually up to 2 days.

**Dependency level:** Both physical and psychological dependence on opiates are known to be high. Dependence on codeine is moderate.

#### **Signs and symptoms of use**

**Evidence of presence of drug:** In addition to paraphernalia enumerated above, the following items may be present: foil, glassine envelopes, or paper "bindles" (packets for holding drugs); balloons or prophylactics used to hold heroin; bloody tissues used to wipe the injection site; a pile of burned matches used to heat the drug prior to injection.

**Physical symptoms:** Constricted pupils, sweating, nausea and vomiting, diarrhea, needle marks or "tracks," wearing long sleeves to cover "tracks", loss of appetite, slurred speech, slowed reflexes, depressed breathing and heartbeat, and drowsiness and fatigue.

**Behavioral symptoms:** Mood swings, impaired coordination, depression and apathy, stupor; euphoria.

#### **Effects of narcotics use on the individual**

- IV needle users have a high risk for contracting hepatitis and AIDS due to the sharing of needles.
- Narcotics increase pain tolerance. As a result, people could more severely injure themselves or fail to seek medical attention after an accident due to the lack of pain sensitivity.
- Narcotics' effects are multiplied when used in combination with other depressant drugs

and alcohol, causing increased risk for an overdose.

### **Effects on mental performance**

- Depression and apathy
- Wide mood swings
- Slowed movement and reflexes
- In addition, the high physical and psychological dependence level of opiates compounds the impaired functioning.

### **Effects on employee performance**

The apathy caused by opiates can translate into an "I don't really care" attitude toward performance. The physical effects as well as the depression, fatigue, and slowed reflexes impede the reaction time of the employee, raising the potential for accidents. Although opiates have a legitimate medical use in alleviating pain, workplace use may cause impairment of physical and mental functions.

### **Social issues**

- There are more than 500,000 heroin addicts in the United States, most of whom are IV needle users.
- An even greater number of medicinal narcotic-dependent persons obtain their narcotics through prescriptions.
- Because of tolerance, there is an ever-increasing need for more narcotic to produce the same effect.
- Strong mental and physical dependency occurs.
- The combination of tolerance and dependency creates an increasing financial burden for the user. Costs for heroin can reach hundreds of dollars a day.

### **Workplace issues**

- Unwanted side effects such as nausea, vomiting, dizziness, mental clouding, and drowsiness place the legitimate user and abuser at higher risk for an accident.
- Narcotics have a legitimate medical use in alleviating pain. Workplace use may cause impairment of physical and mental functions.

### **Reference**

Federal Motor Carrier Safety Administration, Office of Motor Carriers, "Guidelines for Implementing the FMCSA Anti-Drug Program," Publication No. FMCSA-MC-91-014, March 1992.

### **Phencyclidine (PCP) Fact Sheet**

Phencyclidine (PCP) was originally developed as an anesthetic, but the adverse side effects prevented its use except as a large animal tranquilizer. Phencyclidine acts as both a depressant and a hallucinogen, and sometimes as a stimulant. It is abused primarily for its variety of mood-altering effects. Low doses produce sedation and euphoric mood changes. The mood can change rapidly from sedation to excitation and agitation. Larger doses may produce a coma like condition with muscle rigidity and a blank stare with the eyelids half- closed. Sudden noises or physical shocks may cause a "freak-out," in which the person has abnormal strength, extremely violent behavior, and an inability to speak or comprehend communication.

#### **Description**

**Generic/chemical names:** Phencyclidine.

**Common street names:** Angel dust, dust, peace pills, hog, killer weed, mint, monkey dust, supergrass, Tran Q, weed.

**Distinguishing characteristics:** PCP is commonly sold as a creamy, granular powder. It is either brown or white and often packaged in one-inch-square aluminum foil or folded paper packets. Occasionally, it is sold in capsule, tablet, or liquid form. It is sometimes combined with procaine, a local anesthetic, and sold as imitation cocaine.

**Paraphernalia:** Foil or paper packets; stamps (off which PCP is licked); needles, syringes, and tourniquets (for injection); leafy herbs (for smoking).

**Method of intake:** In pill, capsule, or tablet form, PCP may be ingested. It is commonly injected as "angel dust." It may be smoked or snorted when applied to leafy materials or combined with marijuana or tobacco.

**Duration of single dose effect:** Days.

**Detection time:** Up to 8 days.

**Dependency level:** Psychological dependence on PCP is known to be high. Physical dependence is unknown.

#### **Signs and symptoms of use**

**Evidence of presence of PCP:** Packets, stamps, injection paraphernalia, herbs.

**Physical symptoms:** Dilated or floating pupils, blurred vision, nystagmus (jerky eye movement), drooling, muscle rigidity, profuse sweating, decreased sensitivity to pain, dizziness, drowsiness, impaired physical coordination (e.g., drunken-like walk, staggering), severe disorientation, rapid heartbeat.

**Behavioral symptoms:** Anxiety, panic/fear/terror, aggressive/violent behavior, distorted perception, severe confusion and agitation, disorganization, mood swings, poor perception of time and distance, poor judgment, auditory hallucinations.

#### **Health effects**

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.

- PCP is potentiated by other depressant drugs, including alcohol, increasing the likelihood of an overdose reaction.
- Misdiagnosing the hallucinations as LSD-induced, and then treating with Thorazine, can cause a fatal reaction.
- Use can cause irreversible memory loss, personality changes, and thought disorders.
- There are four phases to PCP abuse. The first phase is acute toxicity. It can last up to three days and can include combativeness, catatonia, convulsions, and coma. Distortions of size, shape, and distance perception are common. The second phase, which does not always follow the first, is a toxic psychosis. Users may experience visual and auditory delusions, paranoia, and agitation. The third phase is a drug-induced schizophrenia that may last a month or longer. The fourth phase is PCP-induced depression. Suicidal tendencies and mental dysfunction can last for months.

#### **Effects on mental performance**

- Irreversible memory loss
- Personality changes
- Thought disorders
- Hallucinations

#### **Effects on employee performance**

The distortions in perception and potential visual and auditory delusions make employee performance unpredictable and dangerous. PCP use can cause drowsiness, convulsions, paranoia, agitation, or coma, all obviously dangerous to driving.

#### **Overdose effects**

- Longer, more intense "trip" episodes
- Psychosis
- Coma
- Possible death.

#### **Withdrawal syndrome**

- None reported

#### **Workplace issues**

- PCP abuse is less common today than in the recent past. It is not generally used in a workplace setting because of the severe disorientation that occurs.

### **CERTIFICATE OF RECEIPT**

I hereby certify that on the date shown below, I received and read a copy of the City of Lake Stevens Drug and Alcohol Testing for Commercial Driver's License Holders for Use With FMCSA/DOT-Regulated Employees, consisting of fifteen (15) pages including these Certificates of Receipt, and a copy of drug and alcohol awareness training materials. I understand and agree to comply with this policy, including any required alcohol or controlled substance testing.

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

*(Original to be kept in employee personnel file.)*

### **CERTIFICATE OF RECEIPT**

I hereby certify that on the date shown below, I received and read a copy of the City of Lake Stevens Drug and Alcohol Testing for Commercial Driver's License Holders for Use With FMCSA/DOT-Regulated Employees, consisting of fifteen (15) pages including these Certificates of Receipt, and a copy of drug and alcohol awareness training materials. I understand and agree to comply with this policy, including any required alcohol or controlled substance testing.

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

*(Employee to receive duplicate copy.)*



## EMPLOYEE ACKNOWLEDGEMENT

(Non-represented employee)

I understand that it is my responsibility to read the Employee Handbook and any subsequent revisions for the proper procedures and rules of the City of Lake Stevens. I understand that I am expected to follow the policies and procedures and that failure to do so could result in disciplinary action or termination. I also understand that I may discuss the contents of the Employee Handbook with the Mayor or City Administrator at any reasonable time. I further understand the Employee Handbook does not constitute an employment contract or employee agreement of any kind, nor is it to be interpreted as a covenant of employment. ~~and that I may be terminated at will.~~ I realize the Employee Handbook contains guidelines only and that they may be changed by the City of Lake Stevens from time to time when the City deems that circumstances so require.

---

Employee Printed Name

---

Employee Signature

---

Date

## **EMPLOYEE ACKNOWLEDGEMENT**

(Union-represented employee)

I understand that it is my responsibility to read the Employee Handbook and any subsequent revisions for the proper procedures and rules of the City of Lake Stevens. I understand that I am expected to follow the policies and procedures and that failure to do so could result in disciplinary action or termination. I also understand that I may discuss the contents of the Employee Handbook with the Mayor or City Administrator at any reasonable time. I further understand the Employee Handbook does not constitute an employment contract or employee agreement of any kind, nor is it to be interpreted as a covenant of employment. I realize the Employee Handbook contains guidelines only and that they may be changed by the City of Lake Stevens from time to time when the City deems that circumstances so require.

---

Employee Printed Name

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Employee Signature

---

Date



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** July 13, 2021

**Subject:** Fee Schedule Update Regarding Boat Launch Parking Fees

<b>Contact</b>	Jill Meis, Parks Planning and Development	<b>Budget</b>	inflows
<b>Person/Department:</b>	Coordinator	<b>Impact:</b>	
	Russ Wright, Community Development		
	Director		

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

Approve proposed changes to fee schedule and adopt Resolution 2021-12

**SUMMARY/BACKGROUND:**

In 2020 the City enacted a trial \$2.00 per two-hour time for parking at Davies Beach, this was well received by the community and was beneficial to promote wider availability of parking. Staff is recommending this be added as a permanent change.

North Cove Boat Launch parking has been set at the \$5.00 per day limit since its inception and the costs associated with upkeep and maintenance have increased. Staff is recommending an increase to be consistent with Davies Beach and help balance use at launches.

Staff is recommending moving the parking fees into the parks section of the fee schedule and removing from the police fees and fines section (See Section 9.) Also removing low income senior discount fee due to lack of quantifiable definition based on income and instead allowing waivers under the existing Section 1D of the fee schedule resolution.

**APPLICABLE CITY POLICIES:** Fee Schedule Resolution 2021-12

**BUDGET IMPACT:**

Inflows

**ATTACHMENTS:**

- Exhibit A: Draft fee schedule resolution

CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON

**RESOLUTION NO. 2021-12**

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON,  
REPEALING RESOLUTION NO. 2021-03 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 2021-12 AS FOLLOWS: Resolution No. 2021-03 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 (\$)
<b>ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW</b>	
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
<b>ADMINISTRATIVE REVIEW</b> (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 (\$)
<b>ANNEXATIONS</b>	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
<b>ATTORNEY FEES</b>	Applicant pays actual cost charged City plus 35 Administrative fee
<b>APPEALS PER TITLE 14</b>	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	75/hr
<b>BINDING SITE PLANS</b>	<b>6,000</b>
Revision	1,000
<b>CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)</b>	
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
<b>COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)</b>	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
<b>CONCESSIONS</b>	
Background Check	15
Concession Agreement Review/Administration	150
Damage and Litter Deposit (refundable at end of contract)	100
Lease Rate	5% of revenue
<b>CONDITIONAL USE PERMITS</b>	3,500+ Hearing Examiner cost
<b>CONSTRUCTION PLAN APPROVAL</b>	
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
<b>CONSULTANT FEES</b> (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
<b>CRITICAL AREA REVIEW</b>	Applicant pays actual cost charged City plus 35 Administrative fee
<b>DESIGN REVIEW</b>	
Design Review – Administrative Decision	450
<b>DEVELOPMENT AGREEMENT</b>	1,400
<b>EDDS DEVIATION REQUEST</b>	150 for first two hours + 75 per hour for each additional hour of staff time
<b>ESSENTIAL PUBLIC FACILITIES</b> (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
<b>EVENT PERMITS</b>	
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
<b>IMPACT FEES</b>	
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	
<b>Lake Stevens School District – fees as shown below or as adopted in most current Capital Facilities Plan</b>	
Detached Single Family Residence	9,788/dwelling
Duplex/Townhouse	7,672/dwelling
Multifamily Residential with 2 or more bedrooms	7,672/unit

<b>Snohomish School District – fees as shown below or as adopted in most current Capital Facilities Plan</b>	
Detached Single Family Residence	6,039/dwelling
Duplex/Townhouse	260/dwelling
Multifamily Residential with 2 or more bedrooms	260/unit
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
<b>LAND DISTURBANCE</b>	
Minor Land Disturbance Permits	375
Major Land Disturbance Permits	1,000
Major Land Disturbance Permit with Class IV Forest Practice	1,250
<b>LAND USE CODE AMENDMENTS</b>	
	3,000
<b>MISCELLANEOUS ACTIONS/ITEMS</b>	
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
<b>MISCELLANEOUS TASKS</b>	
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
<b>MOBILE FOOD VENDING UNITS</b>	
Initial License Application	75
License Renewals	40
<b>PARK PERMITS</b>	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
<b>PLANNED NEIGHBORHOOD DEVELOPMENTS</b>	
	3,500+Hearing Examiner cost
<b>PRE-APPLICATION CONFERENCE FEE</b> (\$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
<b>RECONSIDERATION OF DECISION by:</b>	
Planning Director	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
<b>RECORDING FEES</b>	
	At cost (paid directly to Snohomish County)
<b>REZONES - ZONING MAP AMENDMENTS</b>	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
Action/Permit/Determination	Fee (\$)



<b>RIGHT-OF-WAY</b>	
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
<b>SEPA REVIEW (does not include critical areas review, which is a separate fee)</b>	
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
<b>SHORELINE PERMITS (may also require SEPA and critical area review fees)</b>	
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
<b>SIGN PERMITS</b>	
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
<b>SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)</b>	
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
<b>VARIANCE (Hearing Examiner review)</b>	1,100+Hearing Examiner cost
<b>ZONING CERTIFICATION LETTER</b>	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. The International Building Code (IBC)
  2. The International Residential Code (IRC)
  3. The International Mechanical Code including the International Fuel Code, National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and National Fire Protection Association 54 (National Fuel Gas Code)
  4. The Uniform Plumbing Code
  5. Washington State Barrier Free Regulations (Title 51 WAC)
  6. Current edition of the Washington State Energy Code
  7. 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
<b>BASIC HOUSE PLAN REVIEW</b>			
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, International Code Council

**Table B3: Mechanical and Plumbing Fees**

Mechanical Fees		Plumbing Fees	
<b>Mechanical Permit</b>	<b>35.00</b>	<b>Plumbing Permit</b>	<b>35.00</b>
<b>AC unit &lt; 100,000k</b>	<b>20.00</b>	<b>Back Flow Preventer</b>	<b>10.00</b>
<b>AC unit 100,000k – 499,999 k</b>	<b>30.00</b>	<b>Bathtub</b>	<b>10.00</b>
<b>AC unit 500,000k and up</b>	<b>40.00</b>	<b>Commercial Dishwasher</b>	<b>15.00</b>
<b>Air Handlers &lt;10,000 CFM</b>	<b>13.00</b>	<b>Drinking Fountain</b>	<b>10.00</b>
<b>Air Handlers 10,000 CFM and up</b>	<b>23.00</b>	<b>Floor Sink or Drain</b>	<b>10.00</b>
<b>Boilers</b>	<b>15.00</b>	<b>Grease Interceptor</b>	<b>50.00</b>
<b>Commercial Incinerator</b>	<b>30.00</b>	<b>Grease Traps</b>	<b>10.00</b>

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 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 (\$)
<b>Fingerprinting:</b>	
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
<b>Lamination Services – Concealed Pistol Licenses</b>	3.50
<b><del>Boat Launch Parking Fees and Fine:</del></b>	
<del>1. Daily</del>	<del>5</del>
<del>2. Annual Permit</del>	<del>75</del>
<del>3. Low income Seniors (defined as being 62 years of age or older)</del>	<del>40</del>
<del>4. Failure to pay fee (50% reduction if paid within 24 hours)</del>	<del>40</del>
<del>5. Current Washington State Fishing License decal affixed to vehicle</del>	<del>Free</del>
<b>DUI cost recovery:</b>	
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
<b>False Alarm Fees:</b>	
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
<b>Impound Fees for Cost Recovery:</b>	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
<b>Fine for parking:</b>	
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
<b>Off-duty Officer:</b>	<b>Refer to current billable rate schedule</b>
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
<b>Special Event Services Deposit:</b> (For special planned events that require additional police services)	\$100 per hour of event with one hour minimum
<b>Letters for search of local criminal justice data bases</b>	10
<b>Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee</b>	<b>25</b>

**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 (\$)
<b>Public Works :</b>  Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee)	<b>Refer to current billable rate schedule</b>
<b>Business Licenses:</b> <ul style="list-style-type: none"> <li>- Non-refundable Adult Entertainment (Cabaret) application Fee 100</li> <li>- Adult Entertainment (Cabaret) Establishment (annual) 500</li> <li>- Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual) 50/person</li> <li>- Business License Registration – Application 40</li> <li>- Business License Registration – Annual Renewal 25</li> <li>- Temporary business license 40</li> <li>- Renewal 5</li> <li>- 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 1<sup>st</sup> three employees, and \$10 for each additional employee</li> <li>- Live music and/or dance entertainment (annual) 50</li> <li>- Games (annual) 50</li> <li>- Pawnbroker and Second Dealers (annual) 500</li> </ul>	
<ul style="list-style-type: none"> <li>- Washington State Department of Licensing's Master License Service</li> <li>- Business license handling fee (fees shall be automatically amended by the State)</li> </ul>	Currently New Application \$19 Renewal \$11
<b>Duplication of Public Records: (postage/delivery costs extra)</b> <ul style="list-style-type: none"> <li>- In-house Copying of City documents for the public.</li> <li>- In-house Copying of City documents to pdf when original document is not in electronic format.</li> <li>- Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery.</li> <li>- 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.</li> <li>- 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</li> <li>- In-House duplication of City documents to CD, such as <ul style="list-style-type: none"> <li>• Comprehensive Plan, Lake Stevens Municipal Code Title 14,</li> <li>• Urban Design Standards, Engineering Design and Development Standards, etc.</li> </ul> </li> </ul>	For all records duplication and/or transmission, first \$5 cumulative waived  15¢/page/side  10¢/page/side \$1 extra for copy to CD  5¢ per each four electronic files or attachments plus 10¢ per gigabyte  Actual Cost  Actual Cost



Permit/Action	Fee or Fine (\$)
<ul style="list-style-type: none"> <li>- Documents or CDs printed by outside vendor</li> <li>- Maps - Duplication of maps less than 11"x17"</li> <li>- Maps - Duplication of maps greater than 11"x17" and</li> <li>- Special requests for plotted maps, aerials, plans, etc. (each)</li> <li>- Audio recordings of meetings:               <ul style="list-style-type: none"> <li>• Duplicated by Staff</li> <li>• Duplicated by outside vendor</li> </ul> </li> <li>- Color photos (cost to reproduce)</li> <li>- Certified copy of a public record</li> </ul>	<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 1<sup>st</sup> Page and \$1 each after the 1<sup>st</sup> Page</p>
<b>Dishonored Check Fine (in payment of City services)</b>	\$35
<b>Passports</b> ( 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
<b>Passport Photos</b>	\$16.00/set including sales tax
<b>Technology Fee</b>	A technology fee of three (3) percent will be assessed on each building and land use permit issued.

**Section 8. Community 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 (\$)
<b>Facilities</b>	
Athletic Fields	Youth Sports: \$20 every 2hrs
	Adult Sports: \$30 every 2 hrs
Eagle Ridge Community Garden bed rental	\$40 annually
The Mill	See Table G1

**Table G1: Standard Mill Rental Fees**

	Max Occupancy	Saturday	Friday or Sunday	Mon-Thurs	Damage Deposit (refundable)	Reservation Deposit (non-refundable)
Entire Mill	461	\$1800	\$1300		\$250 without alcohol \$500 with alcohol	\$200
Hartford Hall	213	\$1300	\$900	\$75/hr \$600 all day	\$250 without alcohol \$500 with alcohol	\$200
The Stack	50	\$67/hr	\$47/hr	\$47/hr	\$100	\$50
Sawyers Room	200	\$77/hr	\$77/hr		\$100	\$50

**NON-PROFIT Rental Fees (Peak Season April 1 through September 30, 30% discount)**

	Max Occupancy	Saturday	Friday or Sunday	Mon-Thurs	Damage Deposit (refundable)	Reservation Deposit (non-refundable)
Entire Mill	461	\$1260	\$910		\$250 without alcohol \$500 with alcohol	\$200
Hartford Hall	213	\$910	\$630	\$38/hr \$300 all day	\$250 without alcohol \$500 with alcohol	\$200

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. Park Shelter Fees.** Fees for boat launch parking and the rental of Park Shelters shall be as listed in Table H (below).

**Table H: Schedule of Park Shelter Rental Fees**

	Number of shelters	Rate
<b>Park Shelter/Facility</b>		<b>Rental fee including deposit*</b>
<b>Lundeen Park</b>	Half Shelter	<b>\$75</b>
	Full Shelter (both sides)	<b>\$150</b>
North Cove Park Shelter		<b>\$75</b>
North Cove Park Observation Deck		<b>\$75</b>
Mill Outdoor Plaza Rental		<b>\$75</b>
All Shelters/ Facilities		<b>\$40 half day rentals available during peak season April 1 through September 30</b>
<u>Boat Launch Parking</u>		<b><u>\$10 daily/\$2 for two-hour parking (Davies Only)</u></b>
<u>Annual Parking Pass</u>		<b><u>\$75</u></b>

**Table**

\* 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 <sup>1</sup>	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 <sup>2</sup>	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.

<b>Table A - Fire Safety Inspection Fees</b>	
<b>Inspected Square-footage (SF)</b>	<b>Fee</b>
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
<b>R-2 Apartment Buildings</b>	<b>Fee</b>
1 and 2 story	\$25
3 story and greater	\$50
Interior halls	SF Fee
<b>Other Fees</b>	<b>Fee</b>
Re-inspection Fee (for uncorrected violations are time of re-inspection)	\$50

<b>Table B - Operational Fire Permits</b>			
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.			
<b>IFC Reference</b>	<b>Permit</b>	<b>Required for:</b>	<b>Fee</b>
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

<b>Table C - Special Assembly Permits</b>	
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.	
<b>Temporary Membrane Structures, Canopies and Tents</b>	
<b>Duration of Use</b>	<b>Fee</b>
Less than 3 Days	No Fee
4-180 Days	\$60
<b>Temporary Assembly Membrane Structures, Canopies and Tents</b>	
<b>Occupant Load</b>	<b>Fee</b>
50-99 persons	\$60
Over 100 persons	\$115

<b>Table D - Explosives</b>	
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.	
<b>Retail and Wholesale Fireworks</b>	
<b>Type</b>	<b>Fee</b>
CFRS Facility - Wood Stand	\$100
CFRS Facility - Tent or Canopy	\$100
Fireworks sales in other than a CFRS Facility	\$100
<b>Public Fireworks Display</b>	
<b>Type</b>	<b>Fee</b>
Public Display (Licensed pyrotechnic operators in accordance with RCW 70.77 only)	\$250
Temporary Storage	\$175
<b>Blasting</b>	
<b>Type</b>	<b>Fee</b>
Blasting (Licensed blasters in accordance with WAC 296-52 only)	\$250
Temporary Storage	\$175

<b>Table E - NFPA 72 Fire Alarm and Detection Systems and Related Equipment</b>
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.
<b>Tenant Improvement or Modification to Existing System</b>

<b>Number of Devices</b>	<b>Fee</b>
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
Over 200	\$660
<b>New System</b>	
<b>Number of Devices</b>	<b>Fee</b>
1-100	\$430
101-200	\$545
Over 200	\$660
<b>FACP and/or Transmitter</b>	
In addition to the above device fees shown, the following fees also apply:	
<b>Condition</b>	<b>Fee</b>
Replacement	\$145
New	\$230

<b>Table F - Automatic Fire Extinguishing Systems and Components</b>	
IFC 105.7.1 required for installation of or modification to an automatic fire-extinguishing system.	
<b>NFPA 13 and 13R Fire Sprinkler Systems &amp;</b>	
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.	
<b>Tenant Improvement or Modification to Existing System</b>	
<b>Number of Heads and Devices</b>	<b>Fee</b>
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

<b>New System</b>	
<b>Number of Heads and Devices</b>	<b>Fee</b>
1-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720
<b>NFPA 13D Residential Fire Sprinkler Systems</b>	
<b>Number of Heads and Devices</b>	<b>Fee</b>
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.	
<b>UL 300 Commercial Cooking Hood Suppression Systems &amp; NFPA 2001 Clean Agent Systems</b>	
<b>Type</b>	<b>Fee</b>
Pre-Engineered	\$145
Custom Engineered	\$315
<b>NFPA 14 Standpipe Systems</b>	
IFC 105.7.17 Required for the installation, modification or removal from service of a standpipe system.	
<b>Class</b>	<b>Fee</b>
I, II or III	\$175
<b>NFPA 20 Fire Pumps and Related Equipment</b>	
IFC 105.7.7 Required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators.	
<b>Quantity</b>	<b>Fee</b>
1	\$345
2 or more	\$575

<b>Underground Supply Piping for Automatic Sprinkler Systems</b>	
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.	
<b>Quantity of Supply Lines to Building</b>	<b>Fee</b>
1	\$115
2 or more	\$230

<b>Private Fire Hydrants</b>	
IFC 105.7.13 Required for the installation or modification of private fire hydrants.	
<b>Quantity</b>	<b>Fee</b>
1	\$115
2 or more	\$230

<b>Table G - Hazardous Materials</b>	
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.	
<b>Quantity</b>	<b>Fee</b>
1-2 Hazardous Materials	\$115
3-5 Hazardous Materials	\$230
Over 5 Hazardous Materials	\$460

<b>Table H - Gases, Liquids and Cryogenics</b>	
<b>Compressed Gases</b>	
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.	
<b>Type</b>	<b>Fee</b>
Compressed Gas System	\$230
<b>LP- Gas</b>	
IFC 105.7.12 Required for installation of or modification to an LP-gas system.	
<b>Tanks</b>	<b>Fee</b>
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000	\$460
Residential LP-Gas System	\$85
<b>Flammable and Combustible Liquids</b>	
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
<b>(3) Tanks</b>	<b>Fee</b>
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460
Residential Fuel Tank Install or Abandonment	\$60
<b>Cryogenic Fluids</b>	
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

<b>Table I - Spraying/Dipping, Industrial Ovens and Marijuana Extraction Systems</b>	
<b>Spraying or Dipping</b>	
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
<b>Industrial Ovens</b>	
IFC 105.7.11 Required for installation of industrial ovens covered by Chapter 30.	
Class	Fee
Class A, B, C or D	\$290
<b>Marijuana Extraction System</b>	
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



<b>Table J - Power, Radio and Smoke Control Systems</b>	
<b>Battery System</b>	
IFC 105.7.2 Required to install stationary storage battery systems having a liquid capacity of more than 50 gallons.	
<b>Quantity</b>	<b>Fee</b>
50-100 Gallons	\$115
Over 100 Gallons	\$230
<b>Solar Photovoltaic Power System</b>	
IFC 105.7.15 required to install or modify solar photovoltaic power systems.	
<b>Type</b>	<b>Fee</b>
Residential PV System	\$115
Commercial PV System	\$230
<b>Emergency Responder Radio Coverage System</b>	
IFC 105.7.5 required for installation of or modification to emergency responder radio coverage systems and related equipment.	
<b>Type</b>	<b>Fee</b>
Single Bi-Directional Antenna System	\$230
Distributed Antenna System	\$460
<b>Smoke Control System</b>	
IFC 105.7.14 required for installation of or alteration to smoke control or smoke exhaust systems.	
<b>Type</b>	<b>Fee</b>
Smoke Control Systems (Passive and Mechanical)	\$460

<b>Table K - Gates and Barricades Across Fire Apparatus Roads</b>	
IFC 105.7.9 Required for the installation of or modification to a gate or barricade across a fire apparatus access road.	
<b>Quantity</b>	<b>Fee</b>
1	\$115
2 or More	\$230

<b>Table L - Miscellaneous Fees</b>	
<b>Description</b>	<b>Fee</b>
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 Snohomish County in accordance with the current ILA.

PASSED by the City Council of the City of Lake Stevens on the 23<sup>rd</sup> day of February 2021.

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

ATTEST:

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

## STAFF REPORT



**Council Agenda** July 13, 2021  
**Date:** \_\_\_\_\_

**Subject:** Purchase CivicRec for the City's Parks and Recreation Management System

<b>Contact</b>			\$12,338/
<b>Person/Department:</b>	Dawn Goldson Smith, Community Development	<b>Budget</b>	\$6,300
		<b>Impact:</b>	ongoing annual cost

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

Authorize the purchase and implementation of the CivicRec program not to exceed the first-year cost of \$12,338 and ongoing annual cost of \$6,300 with a 5% technology uplift

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### SUMMARY/BACKGROUND:

With the addition of new city facility rentals, including The Mill and North Cove Park shelter, and the growth in our parks and recreation programs, an integrated recreation management system is crucial to supporting city staff and serve the public as customers of park services. CivicRec, as an addition to our existing CivicPlus system, is utilized by many cities in the area, including Marysville and Burlington.

Its biggest component is calendar management; showing real-time availability and allows the community to create an account and make payments, reservations and refunds/cancellations for rental spaces, like the picnic shelter, and city-side scheduling at any of our current and future facilities. As we grow, it has Facility and Instructor Management to allow staff to organize, reserve, and manage facilities, and control instructor lists.

For the Finance department, all financial records are fully customizable to their reporting and recording needs. CivicRec is an inclusive program, there are no module add-ons. Although we are not initially utilizing all of its modules, with the city's growth in our parks and recreation programs, activities classes at our parks and The Mill, and at the future community center and civic campus, it can expand to accommodate any future additions.

The first-year cost includes the annual recurring service fee, project coordination, branded public portal, payment gateway setup and virtual departmental system training. Second year cost is the annual fee with a 5% technology update. A typical CivicRec implementation averages 18-20 weeks and will depend on our departmental schedules and availability. Currently, this program is not funded, however American Rescue Plan funds can be utilized since the CivicRec system provides accessible contactless services to the community and supporting staff with digital tools to work safely and remotely.

The next step would be to sign the Statement of Work with 50% of Year 1 fees due at signing, and the remaining 50% is due at the project completion or at the 6-month mark in the implementation process, whichever comes first.

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**APPLICABLE CITY POLICIES:** N/A

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**BUDGET IMPACT:** First year cost \$12, 338, second year cost \$6300

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**ATTACHMENTS:** CivicRec Proposal, Statement of Work



**CIVICREC**

RECREATION MANAGEMENT SYSTEM

# Lake Stevens, Washington

JUNE 11, 2021



Cameron Dewaele | CivicRec Account Executive | [cameron.dewaele@civicplus.com](mailto:cameron.dewaele@civicplus.com) | 785.222.7099

**CP CIVICPLUS**

## CIVICREC RECREATION MANAGEMENT SYSTEM



# Company Overview



At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design & content management, recreation management, mass communications, agenda & meeting management, employee management, 311 & citizen requests, and digital optimization.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

CivicRec, a CivicPlus company, has 10+ years of experience and is designed specifically to meet the needs of municipal parks and recreation departments. CivicRec strives to provide recreation departments and their customers (the public) with a modern, intuitive interface that is powerful, well-managed, and actively supported.

## Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502

TF: 888.228.2233 | Fax: 785.587.8951

[civicplus.com](http://civicplus.com)

**4,000 +**

local government clients across  
the United States and Canada

**20 +**

years of experience with a focus to  
help local governments

**350 +**

employees, many with experience  
in local government

## Recognition



10-time Inc.  
5000 Honoree



[govtech.com/100](http://govtech.com/100)

## Technical Support



Recognized with  
multiple, global  
Stevie® Awards  
for sales and  
customer service  
excellence



## CIVICREC RECREATION MANAGEMENT SYSTEM

# CivicRec RMS



Lake Stevens is seeking a recreation management system that provides your staff and customers with the greatest service in the industry, both in person and online. CivicRec can provide you with an integrated, web-based and hosted application recreation management system that is comprehensive, efficient, and modern. You'll find our robust set of easy-to-use tools the most comprehensive solution to meet your needs.

## Facility Reservations

Easily take in-house and online reservations as well as reserve spaces for classes and sports with an integrated master calendar to avoid double bookings. It's easy to see availability with grid and map-based views with attached photos, descriptions, and rental rates. Generate and email complex permits as well as include waivers, prompts, and forms for a complete checkout process.



## Activity Registration

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors. Easily take registrations in-house or allow residents and non-residents to register securely on the device of their choice. Email branded receipts and permits after checkout. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

## Volunteer Management

CivicRec's volunteer management tool creates, manages, and organizes the volunteer opportunities. Within the Activity module, you can create volunteer

roles and assignments specific to any events, classes, or activities. Citizens can select and register for volunteer roles from home and CivicRec will assist in tracking the time volunteers spend helping around the community with completely integrated reporting for tracking purposes.

## Point of Sales

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

## Citizen Dashboard/Management

With CivicRec's intuitive public dashboard, citizens can conveniently view notifications, upcoming events, tickets, and receipts. Family or organization members can be added with age and resident information for easy activity registrations. Administratively, your staff can manage user accounts in-house with tools like internal notes and flags as well as duplicate account prevention.

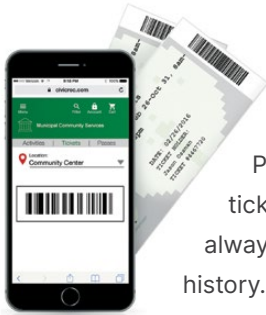
## Membership Management

Easily sell memberships or punch cards, take member photos, print cards or associate barcode key tags, and check people into a facility. Leave credit and debit cards on file for future and recurring payments. Staff can see a history of the account's transactions.

## League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Sign-up is easy

for teams or individuals. With the “Scores & Schedules” and “Parent/Player Portal,” your public and league participants will have easy access to current league information.



## Ticketing

Easily generate general admission tickets for events.

Public users will receive their tickets and receipt, which are always available in their transaction history. Tickets can then be printed or shown on their phone display to be scanned into our mobile or desktop check-in screens.

## Surveys

Participants will automatically receive post-program surveys requesting feedback. This information is captured and presented back to staff to help determine how your programming is being received.

## Email/SMS Blasts

There are several links within CivicRec that allow for mail blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is particularly handy for mailings based on several different filters. SMS messaging is available to facilitate those particularly time-sensitive notifications like cancellations.

## Marketing/Brochures

CivicRec can produce an InDesign-friendly export that should facilitate the process of generating a brochure. Further, CivicRec’s social media tools serve as an additional marketing method allowing users to share via their social media with friends and family.

## Reporting/Financial Accounting

CivicRec has a very powerful reporting engine. There are over 100 canned reports. However, staff can basically take any report and customize it to their liking. Filters and fields can be added and/or removed. Reports can be sorted, saved, emailed, exported to

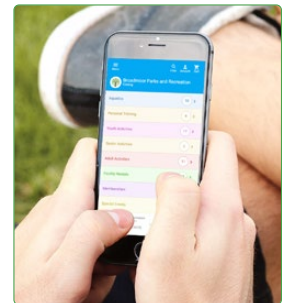
Excel, or scheduled for regular delivery to any email address. CivicRec will gladly take any reasonable reporting request from a client and ensure that it is made available as requested.

## Group Permission Levels

Permissions set up through user groups are used on pages and functions to ensure access is limited based on a user’s role.

## Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they’re used to experiencing on their desktops. This mobile responsive experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does. There’s QR code support as well as social networking integration to make it easy for your users to connect with you.



## Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.

## Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients’ needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

## Credit Card Processing with CivicPlus Pay

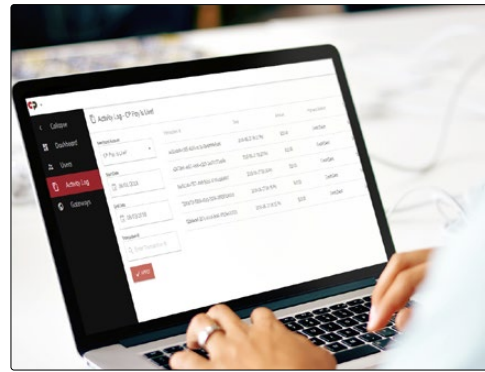
CivicPlus Pay ("Pay") is our secure, PCI-compliant, utility application integrated within the CivicPlus Platform. Local governments can use Pay within the CivicEngage®, CivicRec, and CivicOptimize® solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the client experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by Lake Stevens, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Contact your sales representative for more details on our approved partner network and other supported gateway providers.

To utilize any of the approved gateways, an agreement will need to be executed directly between Lake Stevens and the vendor, who will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to leverage any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.



## Optional Integration Development

CivicRec has developed integrations with a variety of parks and recreation related software systems. There are several integration capabilities that Lake Stevens may choose to leverage. Integrations may require additional discussion and scoping. Since integrations can require custom development time, additional fees may apply.

- Financial GL extract compatible with your financial system
- ArcGIS for purposes of local resident determination
- Identity Provider (IdP) Integration for secure single sign-on
- Lighting integration with Musco or SkyLogix lighting solutions



# The CivicPlus Platform

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CivicRec is part of the CivicPlus Platform, the integrated technology platform for local government, which means local governments minimize the need to rely on various third-party providers for multiple technology solutions.

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- Easily access all purchased CivicPlus products and integrated solutions from one dashboard and toolbar
- Access to a continually growing and fully documented set of APIs in order to better connect your organization's processes and applications
- Centralized data store built on the HCMS with robust data automation and integration capabilities

## Integration Hub

Now, more than ever before, communication with your communities is vital. Missed information is a missed opportunity to engage your community in what is happening and reaching as many people as possible is critical to a successful parks and recreation offering.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations



for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).

Seamlessly share and publish your CivicRec event information and details using the Integration Hub. Information entered in your CivicRec calendar will populate CivicEngage® Central calendars and save staff the time and additional steps of entering the same information in multiple places.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.



# Implementation



The following is a simplified example project plan. A typical CivicRec implementation averages 18-20 weeks. Lake Stevens's specific timeline can be affected by different training or integration needs as well as your own schedules and availability. However, upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to you.

## PROJECT START

1

### Initiate

#### PHASE 1

- Project Initiation & Review
- Kickoff Call
- Project Timeline Review & Approval

### Analyze

#### PHASE 2

- Gateway Setup
- Submit Public Page Design Form
- Accounting Setup
- GL Code Import

2

3

### Design & Configure

#### PHASE 3

- Public Page Build
- Configuration, Facilities, Activities, & Daily Operations Training

### Optimize

#### PHASE 4

- Remove Test Data

4

5

### Launch

#### PHASE 5

- System Preparation for Launch Meeting
- Remove Trial Flag
- Official Launch
- Project Close Procedures
- Client Transitioned to Dedicated Client Success Manager

## GO LIVE

## Project Approach

During the implementation period, Lake Stevens and CivicRec will work together to import and/or configure production data, develop and test integration to third party systems, and complete system training with your lead and frontline staff. You will also have begun your marketing promotion for the new site and online registration. After front line training is complete, CivicRec will complete a final data import (if required) and you will ensure the site is fully configured and ready for launch. Once you have indicated a go for launch, you will place a new link on your site which will redirect your customers to CivicRec. During this time, CivicRec is available to be on site with you or can be available remotely for immediate assistance should you desire.

## Data Imports

CivicRec can import certain data from your current database to your new RMS, leveraging our custom developed scripts and libraries. A data import of all GL Codes is included in all CivicRec implementations. Additional data imports include Users, Memberships, Residency, Activities, Facilities, and Future Facility Reservations. To benefit from further data imports options, additional fees will apply.



## Training Plan

Lake Stevens's specific virtual training plan will be customized to meet your needs. We recommend a train-the-user approach with hands-on training for participants. Training is typically broken up by modules (Registration, POS, Reporting, etc.). All of your last-minute questions will be answered before Go-Live, so you are confident moving forward with your new system.

Note: We do not offer system administrator training as a separate item as it is included as part of our system development and implementation.

## Your Role

You should consider the following roles for a successful project team:

- **Project Executive** – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalation, and acts as project champion.
- **Project Manager** – Works closely with the CivicRec Implementation Consultant to facilitate the execution of project activities and logistics. Organizes training for recreation staff, front desk, supervisors, and managers.
- **Lead Staff** – Activity managers and facility managers within parks and recreation who will be doing the primary configuration and setup within the CivicRec system.
- **Frontline Staff** – Acts as end users of the system and will participate in end user training sessions.
- **Information Technology** – Coordinates with CivicRec on technical aspects of the system and transfer of data.
- **Finance** – Coordinates the payment gateway integration and works with CivicRec to properly configure the necessary accounting setup.
- **Marketing** – Identifies and communicates rollout and adoption process both internally to the public.



# Ongoing Services

## Award-Winning Team

Over the past three years, CivicPlus' Technical Support Team has been recognized by the globally respected Stevie® Awards for Sales and Customer Service. CivicPlus has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software - Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## Around-the-Clock Service & Support

### *Technical & Ongoing Support*

- Live support personnel based in the U.S.
- Weekday business hours: 7 a.m. – 7 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency support
- Self-Service CivicPlus Help Center for tutorials and user guides
- Assigned Client Success Manager to ensure your complete and ongoing satisfaction

### *Maintenance*

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and OS patches

## Hosting & Security

- Tier III data centers that are SSAE 16 compliant
- 24/7/365 system monitoring, system availability, and performance
- Server firewalls, anti-virus scanning, IP logging and filtering, and application security monitoring
- Software updates and security patches
- Disaster recovery with local, replicated servers and off-site encrypted backups
- PCI Compliance with CivicPlus Pay - a Level 1 PCI DSS certified payment gateway

## CIVICREC RECREATION MANAGEMENT SYSTEM



# Project Cost



CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from June 11, 2021.

### CivicRec Implementation

- Project Coordination
- Branded Public Portal
- CivicPlus Pay Approved Payment Gateway Set-Up
- GL Code Import

### Professional Services

- Eight Hours of Virtual Training

### Annual Recurring Services

- CivicRec Recreation Management Software Licensing
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Client Success Manager

**Year 1** (one-time + annual)

**\$12,338**

**Year 2** (annual + 5% technology uplift)

**\$6,300**



# CivicPlus Project Pricing & Invoicing

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CivicPlus prices on a per-project, all-inclusive basis (stated in US dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

## Standard CivicRec Invoicing

- 50% of Year 1 fees due at contract signing – remaining 50% due at project completion or at the six-month mark in the implementation process – whichever date is earlier
- The first-year Annual Recurring Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract. First uplift is shown in the Year 2 Annual Recurring Services fee

## Customized Billing/Invoicing

- We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties
- Not available with all CivicPlus products – please contact your sales representative for more details

## CivicPlus Advantage Invoicing

- Zero-interest payments that divide the One-Time Implementation expense of your project over the first three years of your contract
- Each payment will also include your Annual Services and any other fees if applicable
- May not be available with all products offered by CivicPlus

## Payment Gateway Account

- Your chosen Payment Gateway will collect and disburse all credit card monies
- If selected, any of our partner Payment Gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several Payment Gateways to provide maximum flexibility to our clients' needs

CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible technology solution to their communities. We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

## Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with Lake Stevens.



**CivicPlus**

302 South 4th St. Suite 500  
 Manhattan, KS 66502  
 US

**Quote #:**

Q-17443-1

**Date:**

6/10/2021 12:37 PM

**Expires On:**

9/8/2021

**Product:**

CivicRec

**Client:**

Lake Stevens WA - CivicRec

**Bill To:**

Lake Stevens WA - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Cameron Dewaele	x	cameron.dewaele@civicplus.com		Net 30

**CivicRec - Statement of Work**

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Standard	Standard package -Project Coordination -Branded Public Portal -Help Center Access	One-time
2.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Pay - Authorize.Net	CivicRec Pay - Authorize.Net	
1.00	CivicRec Pay Annual Fee - Authorize.Net	CivicRec Pay Annual maintenance and support fee	Renewable
1.00	CivicRec Pay Implementation - Authorize.Net	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time
Total Investment - Year 1		USD 12,338.00	
Annual Recurring Services - Year 2		USD 6,300.00	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing.



4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 100,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.
8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Signature Page to Follow

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

<b>Organization</b>	<b>URL</b>	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Billing Contact</b>	<b>E-Mail</b>	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
Y [ ] or N [ ]		
Please list all external sources:		
<b>Contract Contact</b>	<b>Email</b>	
Phone	Ext.	Fax
<b>Project Contact</b>	<b>Email</b>	
Phone	Ext.	Fax



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** July 13, 2021

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**Subject:** ILA from Snohomish County to be used for survey work for Centennial Trail Connection and Frontier Heights Park

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<b>Contact</b>	Jill Meis, Parks Planning and Development	<b>Budget</b>	\$70,000
<b>Person/Department:</b>	Coordinator	<b>Impact:</b>	inflow

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

Approve Mayor to sign revised ILAs with Snohomish County for planning and survey work for Centennial Trail Connector on Machias Cut-off Road (South Lake Stevens Trail extension) and Frontier Heights Park phase I, with edits by the Snohomish County Prosecuting Attorney.

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**SUMMARY/BACKGROUND:**

At the February 23, 2021 meeting the City Council approved the Mayor to sign ILAs with Snohomish County for \$50,000.00 for the planning and surveying for a Centennial Trail Connector along Machias Cut-off Road inside City limits. This trail section will be a match to city and state efforts to extend the South Lake Stevens Path. The council also approved an ILA to receive \$20,000.00 from Snohomish County for improvements as part of Phase I of the Frontier Heights Park renovation. Specifically, funds were dedicated for a playground, walking paths, basketball court, picnic facilities, parking, and other amenities.

After that meeting, Snohomish County edited the ILA's to add section 5.6 Audit and Repayment which provides reimbursement to the County if an overpayment is made or if charges are determined to not be permitted by REET.

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**APPLICABLE CITY POLICIES:** Capital Improvement Plan

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**BUDGET IMPACT:**

\$70,000 inflow

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**ATTACHMENTS:**

- Exhibit A: draft ILA's

## **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 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 “City of Lake Stevens Trail” 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 of Lake Stevens Trail (the "Project"): 1.3 mile trail connection between Lake Stevens and 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  
Conservation & Natural Resources  
6705 Puget Park Drive  
Snohomish, Washington 98296  
(425) 388-6617 phone  
(425) 388-6645 facsimile  
[Tom.Teigen@snoco.org](mailto: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](mailto: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.

5.6 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for the purposes not permitted by the REET statute, the State, the County, or this Agreement.

In the case of 5.6.1 or 5.6.2, the County shall make a written demand upon the City for repayment and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.



**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

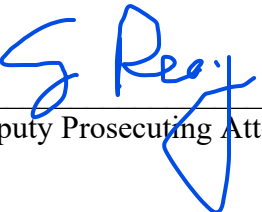
By \_\_\_\_\_  
Name: Dave Somers  
Title: Executive

By \_\_\_\_\_  
Name: Brett Gailey  
Title: Mayor

**Attest/Authenticate**

By \_\_\_\_\_  
Name:  
Title:

**Approved as to Form:**

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

**ATTACHMENT A**  
**Amended Ordinance 20-071**

1 ADOPTED: 11/10/20  
2 EFFECTIVE: 12/03/20

3  
4 SNOHOMISH COUNTY COUNCIL  
5 SNOHOMISH COUNTY, WASHINGTON

6  
7 AMENDED ORDINANCE NO. 20-071

8  
9 RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING THE 2021-2026  
10 CAPITAL IMPROVEMENT PROGRAM AS PART OF THE SNOHOMISH COUNTY  
11 CAPITAL FACILITIES PLAN  
12

13  
14 WHEREAS, the Growth Management Act (GMA), chapter 36.70A RCW, requires counties to  
15 adopt, as part of a GMA comprehensive plan ("GMACP"), a capital facilities element that includes a  
16 six-year plan providing for the financing of capital facilities within projected funding capacities and  
17 clearly identifying sources of public money for such purposes; and

18  
19 WHEREAS, Snohomish County (the "County") addresses this requirement by annually  
20 adopting a capital improvement program ("CIP") as an adjunct to its annual budget; and

21  
22 WHEREAS, GMA Goal 12, RCW 36.70A.020(12), regarding public facilities and services,  
23 addresses the need to ensure the adequacy of public facilities and services to serve the  
24 development at the time the development is available for occupancy and without decreasing the  
25 current levels of service below locally established minimum standards; and

26  
27 WHEREAS, RCW 36.70A.130(2)(a)(iv) allows the County to amend the GMACP more  
28 frequently than once per year if the amendment is to the capital facilities element and occurs  
29 concurrently with the adoption or amendment of the County's budget; and

30  
31 WHEREAS, GMACP - General Policy Plan (GPP) Capital Facilities Objective 1.B and  
32 associated policies require the County to develop a six-year financing program for capital facilities  
33 that meets the requirements of the GMA; and

34  
35 WHEREAS, on June 28, 1995, the Snohomish County Council (the "County Council") first  
36 adopted a capital facilities plan as required by the GMA, the 1995-2000 Capital Facilities Plan,  
37 along with other mandatory elements of Snohomish County's GMACP; and

38  
39 WHEREAS, on June 10, 2015, the County Council adopted the 2015 Comprehensive Plan  
40 Update, which included reassessment and updates to the Land Use Element, Transportation  
41 Element, Parks and Recreation Element, Capital Facilities Plan Element, Future Land Use Map,  
42 and regulations and policies; and

43  
44 WHEREAS, the 2015 Capital Facilities Plan Element ("2015 CFP") establishes minimum level  
45 of service ("LOS") standards for those capital facilities necessary to support development and  
46 provides an inventory of capital facilities and a forecast of future facility needs; and  
47



1  
2 WHEREAS, the 2015 CFP identifies the following public capital facilities as necessary to  
3 support development: fire protection services, surface transportation, park land and recreational  
4 facilities, surface water management, electric power, schools, public wastewater systems, and  
5 public water supply; and  
6

7 WHEREAS, Snohomish County Code (SCC) 4.26.024 requires the Snohomish County  
8 Executive, on an annual basis, to prepare a six-year capital improvement program for the next six  
9 fiscal years pursuant to the Snohomish County Charter (the "County Charter") and the GMA; and  
10

11 WHEREAS, section 6.50 of the County Charter requires the County Council to adopt a six-  
12 year CIP as an adjunct to the annual budget, including a balance of proposed expenses and  
13 potential revenue sources; and  
14

15 WHEREAS, the six-year CIP is the document developed by the County to detail the funding  
16 sources for County capital projects over the next six years and assess whether funding sources  
17 and regulatory mechanisms are sufficient to maintain the minimum LOS for those capital facilities  
18 necessary to support development; and  
19

20 WHEREAS, on November 12, 2019, the County adopted the 2020-2025 Capital Improvement  
21 Program by Amended Ordinance 19-072, and has adopted regular updates to the capital  
22 improvement program since 1995; and  
23

24 WHEREAS, pursuant to the County Charter and the SCC, the County Council will review and  
25 update its six-year CIP concurrently with the 2021 budget process; and  
26

27 WHEREAS, on September 22, 2020, the Snohomish County Planning Commission (the  
28 "Planning Commission") held a public hearing to consider the County's 2021-2026 Capital  
29 Improvement Program ("2021-2026 CIP"); and  
30

31 WHEREAS, on September 24, 2020, the Planning Commission sent a letter that stated that at  
32 the conclusion of the public hearing, the Planning Commission voted to recommend approval of  
33 the 2021-2026 CIP; and  
34

35 WHEREAS, on November 10, 2020, the County Council held a public hearing to consider the  
36 Planning Commission's recommendations as well as public testimony on the 2021-2026 CIP; and  
37

38 WHEREAS, the County Council considered the 2021-2026 CIP, which is attached as Exhibit A,  
39 concurrently with the 2021 budget; and  
40

41 WHEREAS, the County Council considered the entire hearing record including the Planning  
42 Commission's recommendation and written and oral testimony submitted during the public  
43 hearings;  
44

1  
2 NOW, THEREFORE, BE IT ORDAINED:

3  
4 Section 1. The County Council adopts the following findings in support of this ordinance:

- 5  
6 A. The foregoing recitals are adopted as findings as if set forth in full herein.  
7  
8 B. The ordinance adopts the County's 2021-2026 CIP.  
9  
10 C. The 2021-2026 CIP was developed for compliance with the following GMA requirements:  
11  
12 1. RCW 36.70A.070(3) "A capital facilities plan element consisting of: (a) An inventory  
13 of existing capital facilities owned by public entities, showing the locations and  
14 capacities of the capital facilities; (b) a forecast of the future needs for such capital  
15 facilities; (c) the proposed locations and capacities of expanded or new capital  
16 facilities; (d) at least a six-year plan that will finance such capital facilities within  
17 projected funding capacities and clearly identifies sources of public money for such  
18 purposes; and (e) a requirement to reassess the land use element if probable  
19 funding falls short of meeting existing needs and to ensure that the land use  
20 element, capital facilities plan element, and financing plan within the capital facilities  
21 plan element are coordinated and consistent. Park and recreation facilities shall be  
22 included in the capital facilities plan element." The 2021-2026 CIP includes a six-  
23 year financing plan for all of the County's capital facilities. The 2021-2026 CIP also  
24 assesses the adequacy of funding and regulatory mechanisms for those public  
25 capital facilities necessary to support development to maintain their respective  
26 minimum level of service (LOS).  
27  
28 2. GMA planning Goal 12 (RCW 36.70A.020(12)) "Public facilities and services.  
29 Ensure that those public facilities and services necessary to support development  
30 shall be adequate to serve the development at the time the development is available  
31 for occupancy and use without decreasing current service levels below locally  
32 established minimum standards." The 2021-2026 CIP specifies proposed funding  
33 sources for the planned capital facilities and contains a "statement of assessment"  
34 which addresses the need for a reassessment of land use or other comprehensive  
35 plan elements if there is a projected shortfall in revenue (between 2021 and 2026)  
36 that causes the LOS for a facility classified as necessary to support development to  
37 fall below the minimum level identified in the capital facilities plan. The statement of  
38 assessment portion of the 2021-2026 CIP finds that there are no funding shortfalls  
39 or regulatory inadequacies that would affect the ability to maintain the minimum LOS  
40 for those capital facilities necessary to support development.  
41  
42 D. The 2021-2026 CIP was developed for consistency with Puget Sound Regional Council  
43 Vision 2040 Multicounty Planning Policies (MPP) including: MPP-PS-2 "Time and phase  
44 services and facilities to guide growth and development in a manner that supports the  
45 regional vision." The County's CFP and the 2021-2026 CIP align with the regional vision to  
46 direct growth into urban areas where adequate public infrastructure and services are  
47

1 available or can be provided in an efficient manner by establishing minimum LOS for those  
2 public capital facilities necessary to support development and by ensuring that adequate  
3 funding and regulatory mechanisms are in place to maintain those minimum LOS.  
4

5 E. The 2021-2026 CIP was developed for consistency with Snohomish County Countywide  
6 Planning Policy (CPP) PS-13 "Jurisdictions should adopt capital facilities plans, and  
7 coordinate with other service providers, to provide the appropriate level of service to  
8 support planned growth and development in Urban Growth Areas." The 2021-2026 CIP, a  
9 component of the County's CFP, is developed through a coordinated and collaborative  
10 process between the County and non-County service providers of public capital facilities  
11 such as schools, water and sewer infrastructure and services, and electric power.  
12

13 F. The 2021-2026 CIP was developed to comply with and implement the following County  
14 directives:  
15

16 1. Section 6.50 of the County Charter "...The county council in considering the budget  
17 ordinance proposed by the county executive, may delete or add items, may reduce  
18 or increase the proposed appropriations and may add provisions restricting the  
19 expenditure of certain appropriations, provided that the county council shall adopt a  
20 six (6) year capital improvement program as an adjunct to the budget, including a  
21 balance of proposed expenses and potential revenue sources." The County's  
22 annual capital improvement program, including the 2021-2026 CIP, is considered  
23 and adopted as part of the annual budget.  
24

25 2. SCC 4.26.024 "The executive shall on an annual basis prepare a capital  
26 improvement program for the next six fiscal years pursuant to the county charter  
27 and chapter 36.70A RCW." The County's annual capital improvement programs,  
28 including the 2021-2026 CIP, are developed for compliance with state and local  
29 requirements, and is considered and adopted as part of the annual budget.  
30

31 3. GPP Objective CF 1.B "Develop a six-year financing program for capital facilities  
32 that meets the requirements of the GMA, achieves the county's levels-of-service  
33 objectives for county roads and is within its financial capabilities to carry out." The  
34 2021-2026 CIP contains: 1) an adequate financing plan for all County capital  
35 facilities, including those necessary to support development, 2) the minimum LOS  
36 for those capital facilities necessary to support development, including roads and  
37 transit, and 3) a statement of assessment that finds adequate funding and  
38 regulatory mechanisms in place to maintain the minimum LOS for those capital  
39 facilities necessary to support development.  
40

41 G. The 2021-2026 CIP will comply with and implement the following goals, objectives, and  
42 policies of the GPP because it is developed in coordination with other providers of public  
43 capital facilities and it provides: 1) a six-year financing plan for all County and non-County  
44 capital facilities that identifies the funding sources, projects, and schedule, and 2) an  
45 assessment of the adequacy of funding and regulatory mechanisms for those public capital  
46 facilities necessary to support development to maintain their established minimum LOS:  
47

1. TR Policy 7.A.5 "A locally and regionally coordinated six-year program shall be prepared that finances transportation improvements within projected funding levels and clearly identifies sources of public money."
2. PR Policy 3.A.1 "Apply a level-of-service method to: monitor the level-of-service of park facilities necessary to support development; identify priority parks projects that are necessary to support development; and provide a basis for collecting and allocating park impact mitigation fees."
3. Objective CF 6.A "Update the six-year CIP to include a capital program to efficiently provide quality work space for existing and projected future staffing levels through the year 2035."
4. CF Policy 1.B.1 "The county shall prepare and adopt, a six-year capital improvement program (pursuant to County Charter) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects."
5. Goal CF 9 "Coordinate with non-county facility providers such as cities and special purpose districts to support the future land use pattern indicated by this plan."
6. Objective CF 10.A "Assist school districts in developing capital facilities plans that clearly depict levels of service and how they will serve existing and projected student enrollments."
7. Goal CF 11 "Water supply systems shall provide sufficient fire flow, as established by county development regulations, in order to provide protection at a level of service commensurate with the planned intensity of future development adopted in the comprehensive plan."
8. Goal UT 2 "Work with provider agencies of Snohomish County to help ensure the availability of a reliable, high quality water supply for all households and businesses within the county in a manner that is consistent with the comprehensive plan and protection of the natural environment."
9. Goal UT 3 "Work with cities and special districts to produce coordinated wastewater system plans for both incorporated and unincorporated areas within UGAs that are consistent with the land use element and city plans."
10. Goal UT 4 "Assist electric utility providers in fulfilling their public service obligations through planning for adequate system capacity to accommodate forecasted growth in a manner that is consistent with the comprehensive plan and protection of the natural environment."

#### H. Procedural requirements.

1. The proposal is a Type 3 legislative action under SCC 30.73.010.

2. The environmental impacts of this proposal are within the range of impacts analyzed by the draft environmental impact statement (DEIS) and final environmental impact statement (FEIS) during the update to the GMACP in 2015. No new probable significant adverse environmental impacts from this ordinance have been identified. Therefore, State Environmental Policy Act (SEPA) requirements with respect to this non-project action have been met through issuance on September 9, 2020, of Addendum No. 21 to the FEIS for the 2015 Comprehensive Plan Update.
3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was received by the Washington State Department of Commerce ("Commerce") for distribution to state agencies on August 31, 2020.
4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC.
5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in September of 2018 entitled "Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2018 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.
1. This ordinance is consistent with the record as set forth in PDS staff reports relating to this proposal dated August 10, 2020, and September 9, 2020.

Section 2. The County Council makes the following conclusions:

- A. The 2021-2026 CIP is consistent with and complies with the procedural and substantive requirements of the GMA.
- B. The 2021-2026 CIP is consistent with and implements the MPPs, CPPs, and GPP.
- C. All SEPA requirements with respect to this non-project action have been satisfied.
- D. This proposal does not result in an unconstitutional taking of private property for a public purpose and does not violate substantive due process guarantees.

Section 3. The County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.


1 Section 4. The 2021-2026 CIP, attached hereto as Exhibit A and incorporated by reference to this  
2 ordinance, is hereby adopted as the six-year capital improvement program required by the GMA,  
3 County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and  
4 conclusions.  
5

6 Section 5. The 2021-2026 CIP adopted by this ordinance supersedes all other County capital  
7 improvement programs. The 2021-2026 CIP shall control in the event of any inconsistency  
8 between the 2021-2026 CIP and any other capital improvement program adopted by the County.  
9

10 Section 6. Severability and Savings. If any section, sentence, clause or phrase of this ordinance  
11 shall be held to be invalid or unconstitutional by the Growth Management Hearings Board ("Board")  
12 or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity  
13 or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided,  
14 however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by  
15 the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect  
16 prior to the effective date of this ordinance shall be in full force and effect for that individual section,  
17 sentence, clause or phrase as if this ordinance had never been adopted.  
18

19 PASSED this 10th day of November, 2020.

20  
21 SNOHOMISH COUNTY COUNCIL  
22 Snohomish County, Washington

23   
24 \_\_\_\_\_  
25 Chairperson  
26

27 ATTEST:

28   
29 \_\_\_\_\_  
30 Clerk of the Council  
31

32 ( X ) APPROVED DATE: 11/23, 2020  
33 ( ) VETOED  
34 ( ) EMERGENCY  
35

36   
37 \_\_\_\_\_  
38 Snohomish County Executive  
39

40 ATTEST:

41   
42 \_\_\_\_\_  
43

43 Approved as to form only:

44   
45 \_\_\_\_\_  
46 Deputy Prosecuting Attorney

D-18

AMENDED ORDINANCE NO. 20-071

RELATING TO THE GROWTH MANAGEMENT ACT,  
ADOPTING THE 2021-2026 CAPITAL IMPROVEMENT  
PROGRAM AS PART OF THE SNOHOMISH COUNTY  
CAPITAL FACILITIES PLAN - 7

## AMENDMENTS to CIP #1 and 2

### Ordinance No. 20-071

#### Adopting the 2021-2026 Capital Improvement Program as a Part of Snohomish County's Growth Management Act Comprehensive Plan

**TITLE:** Revisions to the proposed 2021-2026 Capital Improvement Program (herein "Proposed CIP") for consistency between the Proposed CIP and Council's Proposed Amended 2021 Budget.

**Brief Description:** The following two (2) amendments provide for consistency between the Proposed Amended 2021 Budget and the Proposed CIP:

**AMENDMENT 1:** *Revise the narrative related to City Partnership Projects in Community Parks with specific project list.* Revisions involve the narrative on pages 39-44 and the table on page 44 of the Proposed CIP.

**AMENDMENT 2:** *Revise the funding related to the SR 530 Memorial Project under Regional Parks.* Revisions involve the funding listed on page 24 as well as the table on page 28.

## **AMENDMENT 1**

**Name:** Revise the narrative in the CIP related to City Partnership Projects in Community Parks

**Brief Description:** Revising the narrative related to City Partnership Projects in Community Parks including a project list.

### **A. Revise the narrative on pages 39-44 of the Proposed CIP as follows:**

#### **ADD the following:**

**CITY OF ARLINGTON EVANS FIELD IMPROVEMENTS:** Restore and repair the backstop and bleachers

Prior Year Balance: \$0  
2021: \$40,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF STANWOOD OLD PACIFIC HWY/102<sup>ND</sup> AVE:** SR 532 roundabout and bypass for Old Pacific Hwy/102nd

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF GRANITE FALLS JIM HOLM PARK IMPROVEMENTS:** Improvements to the Basketball Court

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF ARLINGTON HALLER PARK:** Veteran's memorial on the bridge

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021



**CITY OF DARRINGTON: Improvements related to building of historic industry equipment**

Prior Year Balance: \$0  
2021: \$10,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MARYSVILLE OLYMPIC VIEW PARK IMPROVEMENTS: Development of Olympia View Park**

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MUKILTEO ROAD IMPROVEMENTS: Improvements to the 76<sup>th</sup> Street bike and pedestrian paths**

Prior Year Balance: \$0  
2021: \$40,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF EVERETT WALKWAY IMPROVEMENTS: Improvements to the Silver Lake Walk Way**

Prior Year Balance: \$0  
2021: \$80,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**COUNCIL DISTRICT 2: City Partnership Project**

Prior Year Balance: \$0  
2021: \$30,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF EDMONDS CIVIC PARK IMPROVEMENTS: Funding towards various projects, including the addition of a gathering plaza with a water feature, a walking path around the**

perimeter, a multi-use sport court and exercise equipment, a picnic area, and restroom. Project is in partnership with the City of Edmonds.

Prior Year Balance: \$0  
2021: \$150,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MILL CREEK SILVER CREST PARK IMPROVEMENTS:** Improvements to include basketball court repair, irrigation, fence repair and replacement of benches and picnic tables

Prior Year Balance: \$0  
2021: \$100,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MOUNTLAKE TERRACE BICENTENNIAL PARK IMPROVEMENTS:** Playground equipment at Bicentennial Park

Prior Year Balance: \$0  
2021: \$50,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF SULTAN OSPREY PARK IMPROVEMENTS:** Improvements to play structure

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF SNOHOMISH AVERILL FIELD PARK IMPROVEMENTS:** upgrades to park

Prior Year Balance: \$0  
2021: \$30,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF LAKE STEVENS FRONTIER HEIGHTS PARK:** upgrades to park

Prior Year Balance: \$0  
2021: \$20,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MONROE: Structural Improvements to Monroe Senior Center**

Prior Year Balance: \$0  
2021: \$25,000 (REET 1)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF LAKE STEVENS TRAIL: 1.3 mile trail connection between Lake Stevens and Centennial Trail**

Prior Year Balance: \$0  
2021: \$50,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

- B. Revise the table on page 44 of the Proposed CIP to be consistent with the following information:**

**CIP - Capital:**

Fund	SubFund	Division	Program				
<u>309</u>	<u>001</u>	<u>Parks Construction Fund</u>	<u>985 Parks And Recreation - Ad</u>	<u>944</u>	<u>Community</u>		
	Object	2021	2022	2023	2024	2025	2026
	Capital Outlays	\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000
	Program Subtotal:	\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000
<u>309</u>	<u>309</u>	<u>Parks Construction Fund</u>	<u>985 Parks And Recreation - Ad</u>	<u>944</u>	<u>Community</u>		
	Object	2021	2022	2023	2024	2025	2026
	Capital Outlays	\$373,454	\$0	\$0	\$0	\$0	\$0
	Program Subtotal:	\$373,454	\$0	\$0	\$0	\$0	\$0
<u>309</u>	<u>309</u>	<u>Parks Construction Fund</u>	<u>985 Parks And Recreation -</u>	<u>946</u>	<u>Regional</u>	<u>042</u>	<u>City Parks</u>
	Object	2021	2022	2023	2024	2025	2026
	Pass Thru Funds	\$750,000	\$0	\$0	\$0	\$0	\$0
	Program Subtotal:	\$750,000	\$0	\$0	\$0	\$0	\$0
<u>Other</u>	Object	2021	2022	2023	2024	2025	2026
	Prior Year Funds	\$19,873,701	\$0	\$0	\$0	\$0	\$0
	Future Year Funds	\$0	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
	Program Subtotal:	\$19,873,701	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
	CIP-Capital Totals:	\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000

**CIP - Funding Source:**

Funding Source	2021	2022	2023	2024	2025	2026
REET II	(\$5,000)	\$0	\$0	\$275,600	\$570,400	\$1,000,000
REET I	\$25,000					
Prior Year Funds	\$19,873,701	\$0	\$0	\$0	\$0	\$0
Parks Mitigation	\$1,174,964	\$1,671,000	\$1,571,000	\$1,571,000	\$1,671,000	\$1,771,000
Other Funds	\$373,454	\$0	\$0	\$0	\$0	\$0
Funding Sources Total:	\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000

- C. Amend all related text and summary tables in the final ordinance attachment, Exhibit A, to reflect the changes made by this amendment.

Council Disposition: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**  
**Priority Package Details**

## Snohomish County 2021 Budget - Council Adopted 11/10/2020 Priority Package Detail

**Priority:** **Department:** 09 Parks, Recreation & Tourism

**Short Name:** Revenue Only - City/Council Partnerships **Package ID #:** 606

**Special Factor:** **Percent of Package Driven by Factor:**

**Description:** This is a revenue only package providing \$750,000 in funding for City/Council Partnership Projects.  
 \$150,000 per Council District. See corresponding PP: 608 and 607

**Justification:**

**SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:**

Revenues Summary	
FUND 309	\$750,000
<b>TOTAL - REVENUES</b>	<b>\$750,000</b>

**EXPENDITURE/NEW REVENUE DETAIL:**

**NEW Revenue:**

Distribution Code	Description/Explanation	Amount
309.310985449901	OpT-REET 1	\$25,000
309.310985449902	OpT-Parks Projects-REET 2	\$725,000
<b>309 001 Parks Construction Fun</b>	<b>985 Parks And Recreation 944 Community</b>	<b>\$750,000</b>
<b>FUND309</b>	<b>SUB TOTAL - PRIORITY PACKAGE REVENUES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":</b>	<b>\$750,000</b>

## Snohomish County 2021 Budget - Council Adopted 11/10/2020 Priority Package Detail

**Priority:** **Department:** 09 Parks, Recreation & Tourism  
**Short Name:** Funds for City/Council Partnerships **Package ID #:** 608

**Special Factor:** **Percent of Package Driven by Factor:**

**Description:** This is a CIP package to add \$750,000 for City/Council Partnership Projects. The total amount for the 2020 CIP and 2020 Budget year will be \$750,000, or \$150,000 per Council District. Please refer to Revenue PP #606 for revenue detail. This package is in addition to package "Parks 309-Community Parks".

**Justification:**

### SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

### EXPENDITURE/NEW REVENUE DETAIL:

#### CIP - Capital:

Fund:	SubFund:	Division:	Program:	SubProgram:				
309	001 Parks Construction	985 Parks And Recreation -	944 Community	033 City Parks Bond				
Category:		2021	2022	2023	2024	2025	2026	
309.51094403316501	City Parks-REET1-Constr	\$25,000	\$0	\$0	\$0	\$0	\$0	
309.51094403326501	City Parks-REET2-Constr	\$725,000	\$0	\$0	\$0	\$0	\$0	
Program Totals:		\$750,000	\$0	\$0	\$0	\$0	\$0	
GRAND TOTAL - CIP EXPENDITURES:		\$750,000	\$0	\$0	\$0	\$0	\$0	

#### CIP - Funding Source:

Funding Source	2021	2022	2023	2024	2025	2026	
REET I	\$25,000	\$0	\$0	\$0	\$0	\$0	
REET II	\$725,000	\$0	\$0	\$0	\$0	\$0	
GRAND TOTAL - CIP REVENUES:	\$750,000	\$0	\$0	\$0	\$0	\$0	

## Snohomish County 2021 Budget - Council Adopted 11/10/2020 Priority Package Detail

**Priority:** **Department:** 16 Nondepartmental

**Short Name:** Allocating funds to City/Council Partnerships **Package ID #:** 607

**Special Factor:** **Percent of Package Driven by Factor:**

**Description:** Adding \$750,000, or \$150,000 per Council District for City/Council Partnership Projects. See corresponding PP#'s 606 and 608

**Justification:**

**SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:**

Expenditures Package Summary			Revenues Summary		
FUND	191	\$750,000	FUND	191	\$750,000
<b>TOTAL - EXPENDITURES</b>			<b>\$750,000</b>	<b>TOTAL - REVENUES</b>	
				<b>\$750,000</b>	

**EXPENDITURE/NEW REVENUE DETAIL:**

**Expenditures:**

Distribution Code	Description/Explanation	Amount
191.5169905514	OpT-Park Projects	\$25,000
	<b>191 001 1st Qtr % REET 648 Sb 4972 Capital Impr 990 SB 4872 -- REET 1</b>	<b>\$25,000</b>
191.5167005514	OpT-Park Projects	\$725,000
	<b>191 002 2nd Qtr % REET (ESH 651 Shb 2929 Capital Imp 700 SHB 2929 -- REET 2</b>	<b>\$725,000</b>
	<b>FUND 191 SUB TOTAL - PRIORITY PACKAGE EXPENDITURES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE EXPENDITURES:</b>	<b>\$750,000</b>

**NEW Revenue:**

Distribution Code	Description/Explanation	Amount
191.3169900800	Fund Balance	\$25,000
	<b>191 001 1st Qtr % REET 648 Sb 4972 Capital Impr 990 SB 4872 -- REET 1</b>	<b>\$25,000</b>
191.3167000800	Fund Balance	\$725,000
	<b>191 002 2nd Qtr % REET (ESH 651 Shb 2929 Capital Imp 700 SHB 2929 -- REET 2</b>	<b>\$725,000</b>
	<b>FUND 191 SUB TOTAL - PRIORITY PACKAGE REVENUES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":</b>	<b>\$750,000</b>



## ATTACHMENT C

### Written Request for Funding from City to County



*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.**



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

[www.wciapool.org](http://www.wciapool.org)

4/28/2021

Ref#: 13263

Snohomish County  
Attn: Sharon Swan  
6705 Puget Park Drive  
Snohomish, WA 98296

Re: City of Lake Stevens  
Centennial Trail Connector to South Lake Stevens Trail Grant

### **Evidence of Coverage**

The City of Lake Stevens is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Lake Stevens. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Lake Stevens all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe  
Deputy Director

cc: Anya Warrington

## ATTACHMENT H

Relevant portions of the City's Capital Facilities Plan  
including property and project and relevant portions of the City's  
budget regarding the project



6 year Transportation Improvement Plan (TIP) 2022-2027		
Project Name	Brief Description of Work	Estimate Project Cost
Transportation		
79th Ave SE Access Road Phase II	Access road south of 20th St. SE at Cavelero Park	\$ 1,200,000
20th St SE Phase II [Seg 2] - 79th Ave SE to 83rd Ave SE	Widening existing two lane to four lane with pedestrian improvement and utilities upgrade, between 79th Ave SE to 83rd Ave SE)	\$ 7,500,000
20th St SE Phase II [Seg 3] - 73rd Ave SE to 79th Ave SE	Widening existing two lane to four lane with pedestrian improvement and utilities upgrade, between Cavelero Rd to 79th Ave SE)	\$ 7,500,000
20st St SE Phase II [Seg 4] - US 2 to 73rd Ave SE	Joint project with Widening existing two lane to four lane with pedestrian improvement and utilities upgrade, between US2 to Cavelero Rd)	\$ 7,500,000
Main Street - 16th St SE to 20th St SE Improvements & RAB	Multi-use path and street frontage improvements, and roundabout at Main Street & 20th St NE.	\$ 7,690,000
Powerline Pedestrian Trail (20th St SE to 8th St SE)	2500-4000 LF multi-use path	\$ 1,600,000
Mill Spur (Festival Street) Improvements	Curbless concrete festival street with amenities Relocate Grimm House	\$ 2,500,000
South Lake Stevens Road Multi Use Path - Phase II	East of SR9 to 100th Dr. SE	\$ 5,000,000
South Lake Stevens Road Multi Use Path- Phase III	East Lake Shore to 123rd Ave SE	\$ 3,000,000
Stitch Road	Intersection improvement at Stitch Rd. and S. Lake Stevens Rd.	\$ 500,000
117th Sidewalk 2200 LF - 20th St. NE to 26th St. NE (Construction)	sidewalk construction along one side of 117th St	\$ 1,700,000
123rd Sidewalk 500' LF - 20th St. NE to 22nd St. NE (Construction)	sidewalk construction along one side of 123rd St	\$ 500,000
131st Ave NE sidewalk Improvement	Sidewalk construction between 20th St NE & Hartford Dr, possible ROW acquisition would be needed)	\$ 2,000,000
Culvert Replacement along Hartford Dr. (over Catherine Creek)	Design, permit to remove old culverts, and replace with new bridge.	\$ 4,113,000
24th St SE and 91st Ave NE Extensions	Extend 91st Ave NE, construct of new 24th St SE.	\$ 4,845,000
SR9/South Lake Stevens Road roundabout (RAB) Construction	Fiscal Partner for the construction of WSDOT RAB and Culvert Replacement along SR9 (crossing Centennial Creek)	\$ 8,000,000
Bridge 06 (36th St NE) Replacement	Replace existing bridge with new one along 36th St NE	\$ 5,000,000
RABs gateway signs	Gateway signs for 3 RABs (2 at Market St to Vernon Rd; one at 24th St SE & SR9)	\$ 50,000
Old Hartford Road Improvement (36th St NE to Hartford Drive)	Infrastructure analysis, ROW Acquisition, construction of sewer left station, utilities, sidewalk, planter, and road improvement	\$ 11,650,000
North Machias Road (SR92 to 20th St NE)	ROW Acquisition, construction of utilities, sidewalk, planter, and road improvement	\$ 9,100,000
91st Ave SE - Safety Improvement (12th Pl SE to Vernon Road)	Safety improvement along 91st Ave SE based per 2020 City's Safety Plan	\$ 4,658,800
99th Ave SE U-Turn Channelization	Curbing, striping and signage	\$ 10,000
91st Ave SE / SR204 Turn Lane	Adding right turn lane on 91st (NB) to SR204 (EB)	\$ 200,000
Market to SR9 Turn Lane	Adding right turn lane on Market (EB) to SR9 (SB)	\$ 50,000
16th St NE Centennial Trail Connector	Create multi-use path linking Lake Stevens downtown to Centennial Trail along Hartford and 16th St NE)	\$ 4,500,000
Citywide Sidewalk Improvement/Extension Projects	Repair and extension of sidewalks throughout the City	\$ 200,000
Pavement Preservation	Annual Overlay	\$ 400,000

## **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 park upgrades as included in 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 upgrades to the City's Frontier Heights Park (the "Project") located near 88<sup>th</sup> 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  
Conservation & Natural Resources  
6705 Puget Park Drive  
Snohomish, Washington 98296  
(425) 388-6617 phone  
(425) 388-6645 facsimile  
[Tom.Teigen@snoco.org](mailto: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](mailto: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.

5.6 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for the purposes not permitted by the REET statute, the State, the County, or this Agreement.

In the case of 5.6.1 or 5.6.2, the County shall make a written demand upon the City for repayment and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

**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

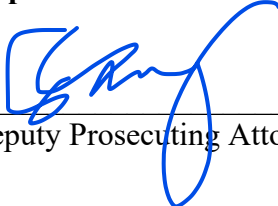
By \_\_\_\_\_  
Name: Dave Somers  
Title: Executive

By \_\_\_\_\_  
Name: Brett Gailey  
Title: Mayor

**Attest/Authenticate**

By \_\_\_\_\_  
Name:  
Title:

**Approved as to Form:**

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

**ATTACHMENT A**  
**Amended Ordinance 20-071**

1 ADOPTED: 11/10/20  
2 EFFECTIVE: 12/03/20  
3

4 SNOHOMISH COUNTY COUNCIL  
5 SNOHOMISH COUNTY, WASHINGTON  
6

7 AMENDED ORDINANCE NO. 20-071  
8

9 RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING THE 2021-2026  
10 CAPITAL IMPROVEMENT PROGRAM AS PART OF THE SNOHOMISH COUNTY  
11 CAPITAL FACILITIES PLAN  
12  
13

14 WHEREAS, the Growth Management Act (GMA), chapter 36.70A RCW, requires counties to  
15 adopt, as part of a GMA comprehensive plan ("GMACP"), a capital facilities element that includes a  
16 six-year plan providing for the financing of capital facilities within projected funding capacities and  
17 clearly identifying sources of public money for such purposes; and  
18

19 WHEREAS, Snohomish County (the "County") addresses this requirement by annually  
20 adopting a capital improvement program ("CIP") as an adjunct to its annual budget; and  
21

22 WHEREAS, GMA Goal 12, RCW 36.70A.020(12), regarding public facilities and services,  
23 addresses the need to ensure the adequacy of public facilities and services to serve the  
24 development at the time the development is available for occupancy and without decreasing the  
25 current levels of service below locally established minimum standards; and  
26

27 WHEREAS, RCW 36.70A.130(2)(a)(iv) allows the County to amend the GMACP more  
28 frequently than once per year if the amendment is to the capital facilities element and occurs  
29 concurrently with the adoption or amendment of the County's budget; and  
30

31 WHEREAS, GMACP - General Policy Plan (GPP) Capital Facilities Objective 1.B and  
32 associated policies require the County to develop a six-year financing program for capital facilities  
33 that meets the requirements of the GMA; and  
34

35 WHEREAS, on June 28, 1995, the Snohomish County Council (the "County Council") first  
36 adopted a capital facilities plan as required by the GMA, the 1995-2000 Capital Facilities Plan,  
37 along with other mandatory elements of Snohomish County's GMACP; and  
38

39 WHEREAS, on June 10, 2015, the County Council adopted the 2015 Comprehensive Plan  
40 Update, which included reassessment and updates to the Land Use Element, Transportation  
41 Element, Parks and Recreation Element, Capital Facilities Plan Element, Future Land Use Map,  
42 and regulations and policies; and  
43

44 WHEREAS, the 2015 Capital Facilities Plan Element ("2015 CFP") establishes minimum level  
45 of service ("LOS") standards for those capital facilities necessary to support development and  
46 provides an inventory of capital facilities and a forecast of future facility needs; and  
47

1  
2 WHEREAS, the 2015 CFP identifies the following public capital facilities as necessary to  
3 support development: fire protection services, surface transportation, park land and recreational  
4 facilities, surface water management, electric power, schools, public wastewater systems, and  
5 public water supply; and  
6

7 WHEREAS, Snohomish County Code (SCC) 4.26.024 requires the Snohomish County  
8 Executive, on an annual basis, to prepare a six-year capital improvement program for the next six  
9 fiscal years pursuant to the Snohomish County Charter (the "County Charter") and the GMA; and  
10

11 WHEREAS, section 6.50 of the County Charter requires the County Council to adopt a six-  
12 year CIP as an adjunct to the annual budget, including a balance of proposed expenses and  
13 potential revenue sources; and  
14

15 WHEREAS, the six-year CIP is the document developed by the County to detail the funding  
16 sources for County capital projects over the next six years and assess whether funding sources  
17 and regulatory mechanisms are sufficient to maintain the minimum LOS for those capital facilities  
18 necessary to support development; and  
19

20 WHEREAS, on November 12, 2019, the County adopted the 2020-2025 Capital Improvement  
21 Program by Amended Ordinance 19-072, and has adopted regular updates to the capital  
22 improvement program since 1995; and  
23

24 WHEREAS, pursuant to the County Charter and the SCC, the County Council will review and  
25 update its six-year CIP concurrently with the 2021 budget process; and  
26

27 WHEREAS, on September 22, 2020, the Snohomish County Planning Commission (the  
28 "Planning Commission") held a public hearing to consider the County's 2021-2026 Capital  
29 Improvement Program ("2021-2026 CIP"); and  
30

31 WHEREAS, on September 24, 2020, the Planning Commission sent a letter that stated that at  
32 the conclusion of the public hearing, the Planning Commission voted to recommend approval of  
33 the 2021-2026 CIP; and  
34

35 WHEREAS, on November 10, 2020, the County Council held a public hearing to consider the  
36 Planning Commission's recommendations as well as public testimony on the 2021-2026 CIP; and  
37

38 WHEREAS, the County Council considered the 2021-2026 CIP, which is attached as Exhibit A,  
39 concurrently with the 2021 budget; and  
40

41 WHEREAS, the County Council considered the entire hearing record including the Planning  
42 Commission's recommendation and written and oral testimony submitted during the public  
43 hearings;  
44

1  
2 NOW, THEREFORE, BE IT ORDAINED:

3  
4 Section 1. The County Council adopts the following findings in support of this ordinance:

- 5  
6 A. The foregoing recitals are adopted as findings as if set forth in full herein.  
7  
8 B. The ordinance adopts the County's 2021-2026 CIP.  
9  
10 C. The 2021-2026 CIP was developed for compliance with the following GMA requirements:  
11  
12 1. RCW 36.70A.070(3) "A capital facilities plan element consisting of: (a) An inventory  
13 of existing capital facilities owned by public entities, showing the locations and  
14 capacities of the capital facilities; (b) a forecast of the future needs for such capital  
15 facilities; (c) the proposed locations and capacities of expanded or new capital  
16 facilities; (d) at least a six-year plan that will finance such capital facilities within  
17 projected funding capacities and clearly identifies sources of public money for such  
18 purposes; and (e) a requirement to reassess the land use element if probable  
19 funding falls short of meeting existing needs and to ensure that the land use  
20 element, capital facilities plan element, and financing plan within the capital facilities  
21 plan element are coordinated and consistent. Park and recreation facilities shall be  
22 included in the capital facilities plan element." The 2021-2026 CIP includes a six-  
23 year financing plan for all of the County's capital facilities. The 2021-2026 CIP also  
24 assesses the adequacy of funding and regulatory mechanisms for those public  
25 capital facilities necessary to support development to maintain their respective  
26 minimum level of service (LOS).  
27  
28 2. GMA planning Goal 12 (RCW 36.70A.020(12)) "Public facilities and services.  
29 Ensure that those public facilities and services necessary to support development  
30 shall be adequate to serve the development at the time the development is available  
31 for occupancy and use without decreasing current service levels below locally  
32 established minimum standards." The 2021-2026 CIP specifies proposed funding  
33 sources for the planned capital facilities and contains a "statement of assessment"  
34 which addresses the need for a reassessment of land use or other comprehensive  
35 plan elements if there is a projected shortfall in revenue (between 2021 and 2026)  
36 that causes the LOS for a facility classified as necessary to support development to  
37 fall below the minimum level identified in the capital facilities plan. The statement of  
38 assessment portion of the 2021-2026 CIP finds that there are no funding shortfalls  
39 or regulatory inadequacies that would affect the ability to maintain the minimum LOS  
40 for those capital facilities necessary to support development.  
41  
42 D. The 2021-2026 CIP was developed for consistency with Puget Sound Regional Council  
43 Vision 2040 Multicounty Planning Policies (MPP) including: MPP-PS-2 "Time and phase  
44 services and facilities to guide growth and development in a manner that supports the  
45 regional vision." The County's CFP and the 2021-2026 CIP align with the regional vision to  
46 direct growth into urban areas where adequate public infrastructure and services are  
47

1 available or can be provided in an efficient manner by establishing minimum LOS for those  
2 public capital facilities necessary to support development and by ensuring that adequate  
3 funding and regulatory mechanisms are in place to maintain those minimum LOS.  
4

5 E. The 2021-2026 CIP was developed for consistency with Snohomish County Countywide  
6 Planning Policy (CPP) PS-13 "Jurisdictions should adopt capital facilities plans, and  
7 coordinate with other service providers, to provide the appropriate level of service to  
8 support planned growth and development in Urban Growth Areas." The 2021-2026 CIP, a  
9 component of the County's CFP, is developed through a coordinated and collaborative  
10 process between the County and non-County service providers of public capital facilities  
11 such as schools, water and sewer infrastructure and services, and electric power.  
12

13 F. The 2021-2026 CIP was developed to comply with and implement the following County  
14 directives:  
15

- 16 1. Section 6.50 of the County Charter "...The county council in considering the budget  
17 ordinance proposed by the county executive, may delete or add items, may reduce  
18 or increase the proposed appropriations and may add provisions restricting the  
19 expenditure of certain appropriations, provided that the county council shall adopt a  
20 six (6) year capital improvement program as an adjunct to the budget, including a  
21 balance of proposed expenses and potential revenue sources." The County's  
22 annual capital improvement program, including the 2021-2026 CIP, is considered  
23 and adopted as part of the annual budget.  
24
- 25 2. SCC 4.26.024 "The executive shall on an annual basis prepare a capital  
26 improvement program for the next six fiscal years pursuant to the county charter  
27 and chapter 36.70A RCW." The County's annual capital improvement programs,  
28 including the 2021-2026 CIP, are developed for compliance with state and local  
29 requirements, and is considered and adopted as part of the annual budget.  
30
- 31 3. GPP Objective CF 1.B "Develop a six-year financing program for capital facilities  
32 that meets the requirements of the GMA, achieves the county's levels-of-service  
33 objectives for county roads and is within its financial capabilities to carry out." The  
34 2021-2026 CIP contains: 1) an adequate financing plan for all County capital  
35 facilities, including those necessary to support development, 2) the minimum LOS  
36 for those capital facilities necessary to support development, including roads and  
37 transit, and 3) a statement of assessment that finds adequate funding and  
38 regulatory mechanisms in place to maintain the minimum LOS for those capital  
39 facilities necessary to support development.  
40

41 G. The 2021-2026 CIP will comply with and implement the following goals, objectives, and  
42 policies of the GPP because it is developed in coordination with other providers of public  
43 capital facilities and it provides: 1) a six-year financing plan for all County and non-County  
44 capital facilities that identifies the funding sources, projects, and schedule, and 2) an  
45 assessment of the adequacy of funding and regulatory mechanisms for those public capital  
46 facilities necessary to support development to maintain their established minimum LOS:  
47



1. TR Policy 7.A.5 "A locally and regionally coordinated six-year program shall be prepared that finances transportation improvements within projected funding levels and clearly identifies sources of public money."
2. PR Policy 3.A.1 "Apply a level-of-service method to: monitor the level-of-service of park facilities necessary to support development; identify priority parks projects that are necessary to support development; and provide a basis for collecting and allocating park impact mitigation fees."
3. Objective CF 6.A "Update the six-year CIP to include a capital program to efficiently provide quality work space for existing and projected future staffing levels through the year 2035."
4. CF Policy 1.B.1 "The county shall prepare and adopt, a six-year capital improvement program (pursuant to County Charter) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects."
5. Goal CF 9 "Coordinate with non-county facility providers such as cities and special purpose districts to support the future land use pattern indicated by this plan."
6. Objective CF 10.A "Assist school districts in developing capital facilities plans that clearly depict levels of service and how they will serve existing and projected student enrollments."
7. Goal CF 11 "Water supply systems shall provide sufficient fire flow, as established by county development regulations, in order to provide protection at a level of service commensurate with the planned intensity of future development adopted in the comprehensive plan."
8. Goal UT 2 "Work with provider agencies of Snohomish County to help ensure the availability of a reliable, high quality water supply for all households and businesses within the county in a manner that is consistent with the comprehensive plan and protection of the natural environment."
9. Goal UT 3 "Work with cities and special districts to produce coordinated wastewater system plans for both incorporated and unincorporated areas within UGAs that are consistent with the land use element and city plans."
10. Goal UT 4 "Assist electric utility providers in fulfilling their public service obligations through planning for adequate system capacity to accommodate forecasted growth in a manner that is consistent with the comprehensive plan and protection of the natural environment."

#### H. Procedural requirements.

1. The proposal is a Type 3 legislative action under SCC 30.73.010.

2. The environmental impacts of this proposal are within the range of impacts analyzed by the draft environmental impact statement (DEIS) and final environmental impact statement (FEIS) during the update to the GMACP in 2015. No new probable significant adverse environmental impacts from this ordinance have been identified. Therefore, State Environmental Policy Act (SEPA) requirements with respect to this non-project action have been met through issuance on September 9, 2020, of Addendum No. 21 to the FEIS for the 2015 Comprehensive Plan Update.
  3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was received by the Washington State Department of Commerce ("Commerce") for distribution to state agencies on August 31, 2020.
  4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC.
  5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in September of 2018 entitled "Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2018 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.
- I. This ordinance is consistent with the record as set forth in PDS staff reports relating to this proposal dated August 10, 2020, and September 9, 2020.

Section 2. The County Council makes the following conclusions:

- A. The 2021-2026 CIP is consistent with and complies with the procedural and substantive requirements of the GMA.
- B. The 2021-2026 CIP is consistent with and implements the MPPs, CPPs, and GPP.
- C. All SEPA requirements with respect to this non-project action have been satisfied.
- D. This proposal does not result in an unconstitutional taking of private property for a public purpose and does not violate substantive due process guarantees.

Section 3. The County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

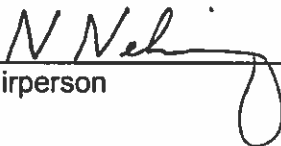
1 Section 4. The 2021-2026 CIP, attached hereto as Exhibit A and incorporated by reference to this  
2 ordinance, is hereby adopted as the six-year capital improvement program required by the GMA,  
3 County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and  
4 conclusions.  
5

6 Section 5. The 2021-2026 CIP adopted by this ordinance supersedes all other County capital  
7 improvement programs. The 2021-2026 CIP shall control in the event of any inconsistency  
8 between the 2021-2026 CIP and any other capital improvement program adopted by the County.  
9

10 Section 6. Severability and Savings. If any section, sentence, clause or phrase of this ordinance  
11 shall be held to be invalid or unconstitutional by the Growth Management Hearings Board ("Board")  
12 or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity  
13 or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided,  
14 however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by  
15 the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect  
16 prior to the effective date of this ordinance shall be in full force and effect for that individual section,  
17 sentence, clause or phrase as if this ordinance had never been adopted.  
18

19 PASSED this 10th day of November, 2020.  
20

21 SNOHOMISH COUNTY COUNCIL  
22 Snohomish County, Washington

23   
24 \_\_\_\_\_  
25 Chairperson  
26

27 ATTEST:

28   
29 \_\_\_\_\_  
30 Clerk of the Council  
31

32 ( X ) APPROVED DATE: 11/23, 2020  
33 ( ) VETOED  
34 ( ) EMERGENCY  
35

36   
37 \_\_\_\_\_  
38 Snohomish County Executive  
39

40 ATTEST:

41   
42 \_\_\_\_\_  
43

44 Approved as to form only:

45   
46 \_\_\_\_\_  
47 Deputy Prosecuting Attorney

D-18

AMENDED ORDINANCE NO. 20-071

RELATING TO THE GROWTH MANAGEMENT ACT,  
ADOPTING THE 2021-2026 CAPITAL IMPROVEMENT  
PROGRAM AS PART OF THE SNOHOMISH COUNTY  
CAPITAL FACILITIES PLAN - 7

## AMENDMENTS to CIP #1 and 2

### Ordinance No. 20-071

#### Adopting the 2021-2026 Capital Improvement Program as a Part of Snohomish County's Growth Management Act Comprehensive Plan

**TITLE:** Revisions to the proposed 2021-2026 Capital Improvement Program (herein "Proposed CIP") for consistency between the Proposed CIP and Council's Proposed Amended 2021 Budget.

**Brief Description:** The following two (2) amendments provide for consistency between the Proposed Amended 2021 Budget and the Proposed CIP:

**AMENDMENT 1:** *Revise the narrative related to City Partnership Projects in Community Parks with specific project list.* Revisions involve the narrative on pages 39-44 and the table on page 44 of the Proposed CIP.

**AMENDMENT 2:** *Revise the funding related to the SR 530 Memorial Project under Regional Parks.* Revisions involve the funding listed on page 24 as well as the table on page 28.

## **AMENDMENT 1**

**Name:** Revise the narrative in the CIP related to City Partnership Projects in Community Parks

**Brief Description:** Revising the narrative related to City Partnership Projects in Community Parks including a project list.

### **A. Revise the narrative on pages 39-44 of the Proposed CIP as follows:**

#### **ADD the following:**

CITY OF ARLINGTON EVANS FIELD IMPROVEMENTS: Restore and repair the backstop and bleachers

Prior Year Balance: \$0  
2021: \$40,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

CITY OF STANWOOD OLD PACIFIC HWY/102<sup>ND</sup> AVE: SR 532 roundabout and bypass for Old Pacific Hwy/102nd

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

CITY OF GRANITE FALLS JIM HOLM PARK IMPROVEMENTS: Improvements to the Basketball Court

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

CITY OF ARLINGTON HALLER PARK: Veteran's memorial on the bridge

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF DARRINGTON: Improvements related to building of historic industry equipment**

Prior Year Balance: \$0  
2021: \$10,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MARYSVILLE OLYMPIC VIEW PARK IMPROVEMENTS: Development of Olympia View Park**

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MUKILTEO ROAD IMPROVEMENTS: Improvements to the 76<sup>th</sup> Street bike and pedestrian paths**

Prior Year Balance: \$0  
2021: \$40,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF EVERETT WALKWAY IMPROVEMENTS: Improvements to the Silver Lake Walk Way**

Prior Year Balance: \$0  
2021: \$80,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**COUNCIL DISTRICT 2: City Partnership Project**

Prior Year Balance: \$0  
2021: \$30,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF EDMONDS CIVIC PARK IMPROVEMENTS: Funding towards various projects, including the addition of a gathering plaza with a water feature, a walking path around the**

perimeter, a multi-use sport court and exercise equipment, a picnic area, and restroom. Project is in partnership with the City of Edmonds.

Prior Year Balance: \$0  
2021: \$150,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MILL CREEK SILVER CREST PARK IMPROVEMENTS:** Improvements to include basketball court repair, irrigation, fence repair and replacement of benches and picnic tables

Prior Year Balance: \$0  
2021: \$100,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MOUNTLAKE TERRACE BICENTENNIAL PARK IMPROVEMENTS:** Playground equipment at Bicentennial Park

Prior Year Balance: \$0  
2021: \$50,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF SULTAN OSPREY PARK IMPROVEMENTS:** Improvements to play structure

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF SNOHOMISH AVERILL FIELD PARK IMPROVEMENTS:** upgrades to park

Prior Year Balance: \$0  
2021: \$30,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF LAKE STEVENS FRONTIER HEIGHTS PARK:** upgrades to park

Prior Year Balance: \$0  
2021: \$20,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MONROE: Structural Improvements to Monroe Senior Center**

Prior Year Balance: \$0  
2021: \$25,000 (REET 1)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF LAKE STEVENS TRAIL: 1.3 mile trail connection between Lake Stevens and Centennial Trail**

Prior Year Balance: \$0  
2021: \$50,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

- B. Revise the table on page 44 of the Proposed CIP to be consistent with the following information:**



**CIP - Capital:**

Fund	SubFund	Division	Program				
309	001	Parks Construction Fund	985 Parks And Recreation - Ad	944	Community		
	Object	2021	2022	2023	2024	2025	2026
	Capital Outlays	\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000
	Program Subtotal:	\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000
309	309	Parks Construction Fund	985 Parks And Recreation - Ad	944	Community		
	Object	2021	2022	2023	2024	2025	2026
	Capital Outlays	\$373,454	\$0	\$0	\$0	\$0	\$0
	Program Subtotal:	\$373,454	\$0	\$0	\$0	\$0	\$0
309	309	Parks Construction Fund	985 Parks And Recreation -	946	Regional	042	City Parks
	Object	2021	2022	2023	2024	2025	2026
	Pass Thru Funds	\$750,000	\$0	\$0	\$0	\$0	\$0
	Program Subtotal:	\$750,000	\$0	\$0	\$0	\$0	\$0
	Other						
	Object	2021	2022	2023	2024	2025	2026
	Prior Year Funds	\$19,873,701	\$0	\$0	\$0	\$0	\$0
	Future Year Funds	\$0	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
	Program Subtotal:	\$19,873,701	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
	CIP-Capital Totals:	\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000

**CIP - Funding Source:**

Funding Source	2021	2022	2023	2024	2025	2026
REET II	(\$5,000)	\$0	\$0	\$275,600	\$570,400	\$1,000,000
REET I	\$25,000					
Prior Year Funds	\$19,873,701	\$0	\$0	\$0	\$0	\$0
Parks Mitigation	\$1,174,964	\$1,671,000	\$1,571,000	\$1,571,000	\$1,671,000	\$1,771,000
Other Funds	\$373,454	\$0	\$0	\$0	\$0	\$0
Funding Sources Total:	\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000

- C. Amend all related text and summary tables in the final ordinance attachment, Exhibit A, to reflect the changes made by this amendment.

Council Disposition: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**  
**Priority Package Details**

**Snohomish County 2021 Budget - Council Adopted 11/10/2020  
 Priority Package Detail**

**Priority:** **Department:** 09 Parks, Recreation & Tourism

**Short Name:** Revenue Only - City/Council Partnerships **Package ID #:** 606

**Special Factor:** **Percent of Package Driven by Factor:**

**Description:** This is a revenue only package providing \$750,000 in funding for City/Council Partnership Projects.  
 \$150,000 per Council District. See corresponding PP: 608 and 607

**Justification:**

**SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:**

<b>Revenues Summary</b>	
FUND 309	\$750,000
<b>TOTAL - REVENUES</b>	<b>\$750,000</b>

**EXPENDITURE/NEW REVENUE DETAIL:**

**NEW Revenue:**

Distribution Code	Description/Explanation	Amount
309.310985449901	OpT-REET 1	\$25,000
309.310985449902	OpT-Parks Projects-REET 2	\$725,000
<u>309 001 Parks Construction Fun</u>	<u>985 Parks And Recreation 944 Community</u>	<u>\$750,000</u>
<u>FUND309</u>	<u>SUB TOTAL - PRIORITY PACKAGE REVENUES:</u>	<u>\$750,000</u>
<u>GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":</u>		<u>\$750,000</u>

## Snohomish County 2021 Budget - Council Adopted 11/10/2020 Priority Package Detail

**Priority:** **Department:** 09 Parks, Recreation & Tourism  
**Short Name:** Funds for City/Council Partnerships **Package ID #:** 608

**Special Factor:** **Percent of Package Driven by Factor:**

**Description:** This is a CIP package to add \$750,000 for City/Council Partnership Projects. The total amount for the 2020 CIP and 2020 Budget year will be \$750,000, or \$150,000 per Council District. Please refer to Revenue PP #606 for revenue detail. This package is in addition to package "Parks 309-Community Parks".

**Justification:**

### SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

### EXPENDITURE/NEW REVENUE DETAIL:

#### CIP - Capital:

Fund:	SubFund:	Division:	Program:	SubProgram:					
309	001 Parks Construction	985 Parks And Recreation -	944 Community	033 City Parks Bond					
Category:		2021	2022	2023	2024	2025	2026		
309.51094403316501	City Parks-REET1-Constr	\$25,000	\$0	\$0	\$0	\$0	\$0		
309.51094403326501	City Parks-REET2-Constr	\$725,000	\$0	\$0	\$0	\$0	\$0		
Program Totals:		\$750,000	\$0	\$0	\$0	\$0	\$0		
<b>GRAND TOTAL - CIP EXPENDITURES:</b>		<b>\$750,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

#### CIP - Funding Source:

Funding Source	2021	2022	2023	2024	2025	2026			
REET I	\$25,000	\$0	\$0	\$0	\$0	\$0			
REET II	\$725,000	\$0	\$0	\$0	\$0	\$0			
<b>GRAND TOTAL - CIP REVENUES:</b>	<b>\$750,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			

## Snohomish County 2021 Budget - Council Adopted 11/10/2020 Priority Package Detail

**Priority:** **Department:** 16 Nondepartmental  
**Short Name:** Allocating funds to City/Council Partnerships **Package ID #:** 607

**Special Factor:** **Percent of Package Driven by Factor:**

**Description:** Adding \$750,000, or \$150,000 per Council District for City/Council Partnership Projects. See corresponding PP#'s 606 and 608

**Justification:**

### SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

<u>Expenditures Package Summary</u>		<u>Revenues Summary</u>	
FUND 191	\$750,000	FUND 191	\$750,000
<b>TOTAL - EXPENDITURES</b>	<b>\$750,000</b>	<b>TOTAL - REVENUES</b>	<b>\$750,000</b>

### EXPENDITURE/NEW REVENUE DETAIL:

#### Expenditures:

Distribution Code	Description/Explanation	Amount
191.5169905514	OpT-Park Projects	\$25,000
	<b>191 001 1st Qtr % REET 648 Sb 4972 Capital Impr 990 SB 4872 -- REET 1</b>	<b>\$25,000</b>
191.5167005514	OpT-Park Projects	\$725,000
	<b>191 002 2nd Qtr % REET (ESH 651 Shb 2929 Capital Imp 700 SHB 2929 -- REET 2</b>	<b>\$725,000</b>
	<b>FUND 191 SUB TOTAL - PRIORITY PACKAGE EXPENDITURES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE EXPENDITURES:</b>	<b>\$750,000</b>

#### NEW Revenue:

Distribution Code	Description/Explanation	Amount
191.3169900800	Fund Balance	\$25,000
	<b>191 001 1st Qtr % REET 648 Sb 4972 Capital Impr 990 SB 4872 -- REET 1</b>	<b>\$25,000</b>
191.3167000800	Fund Balance	\$725,000
	<b>191 002 2nd Qtr % REET (ESHB 2 651 Shb 2929 Capital Imp 700 SHB 2929 -- REET 2</b>	<b>\$725,000</b>
	<b>FUND 191 SUB TOTAL - PRIORITY PACKAGE REVENUES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":</b>	<b>\$750,000</b>

## **ATTACHMENT C**

**Written request to the County for the funds**

# FRONTIER HEIGHTS PARK



*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.

---

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

---



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

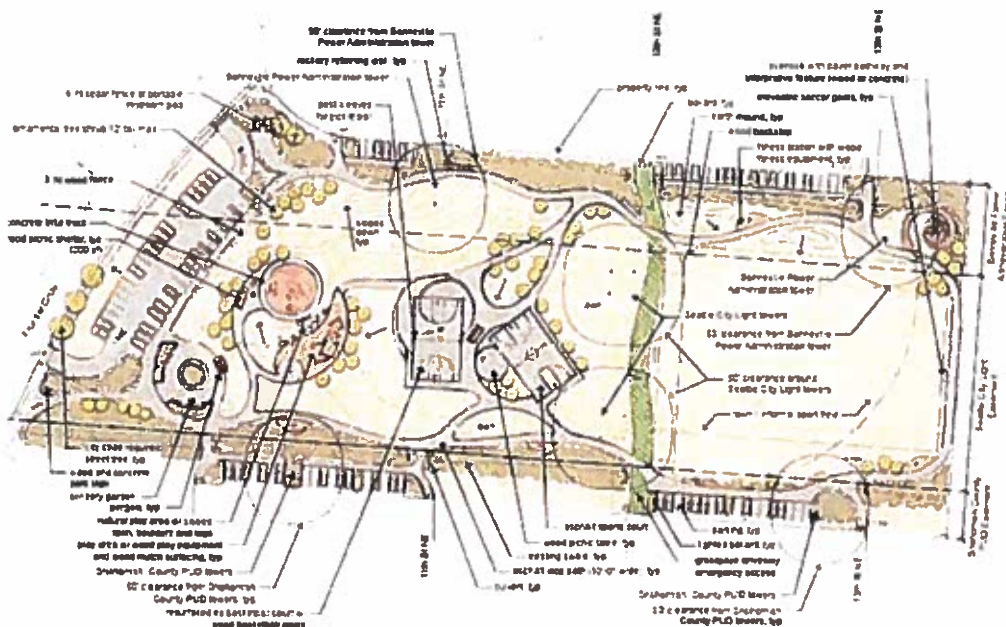
# FRONTIER HEIGHTS PARK

## 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



Frontier Heights Master Plan Concept



## 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**



201709280608 4 PGS  
09/28/2017 3:34pm \$77.00  
SNOHOMISH COUNTY, WASHINGTON

No. 9463091 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, S<sup>th</sup> 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 ROMANG, President



## 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.**





P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

[www.wciapool.org](http://www.wciapool.org)

4/29/2021

Ref#: 13264

Snohomish County  
Attn: Sharon Swan  
6705 Puget Park Drive  
Snohomish, WA 98296

Re: City of Lake Stevens  
Centennial Trail Connector to Frontier Heights Park Grant

### **Evidence of Coverage**

The City of Lake Stevens is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Lake Stevens. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Lake Stevens all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

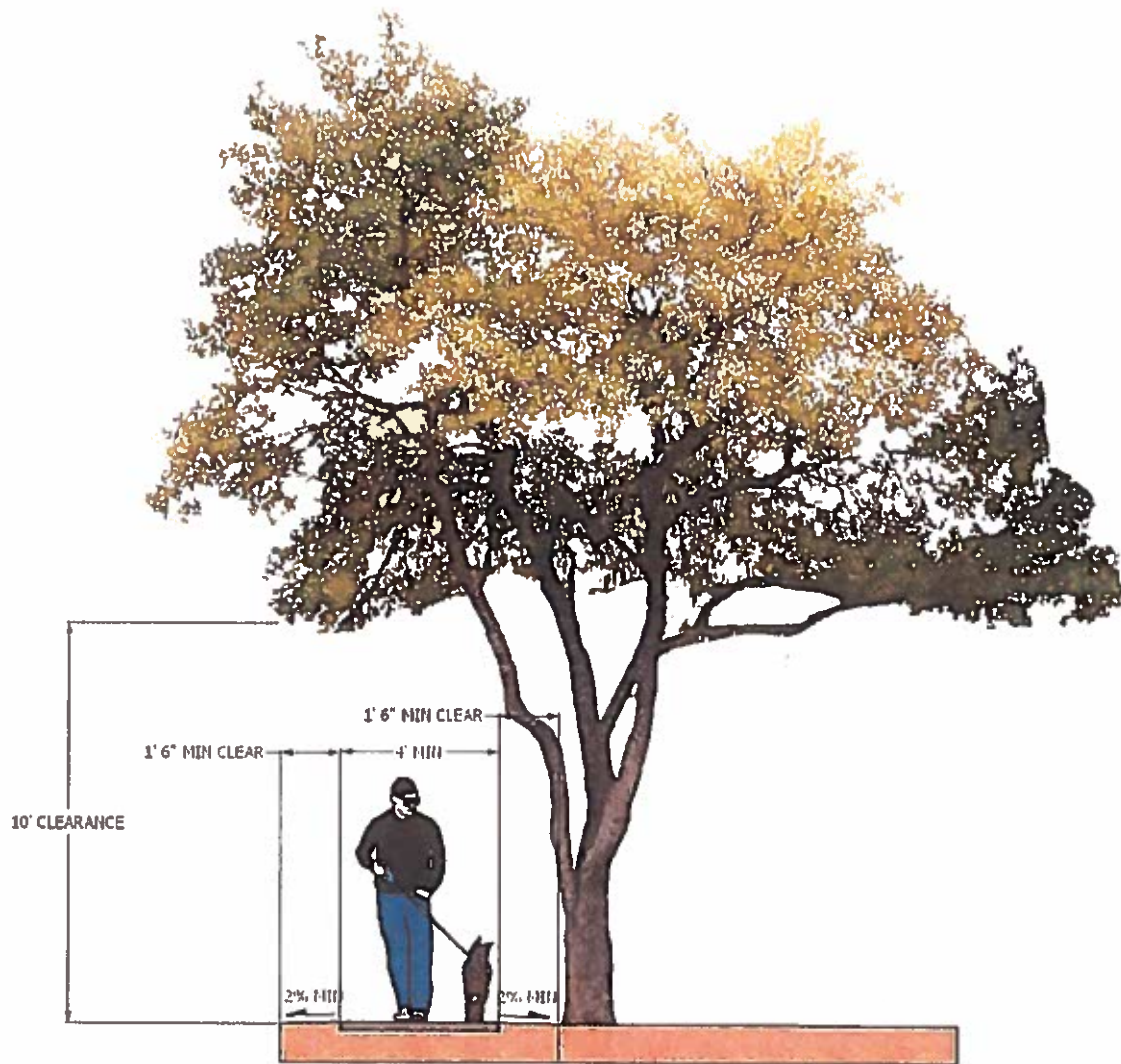
A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe  
Deputy Director

cc: Anya Warrington

**ATTACHMENT H**  
**CITY'S 2019 CAPITAL FACILITIES 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.

2015 - 2035 Comprehensive Plan





## Chapter 9 – Capital Facilities

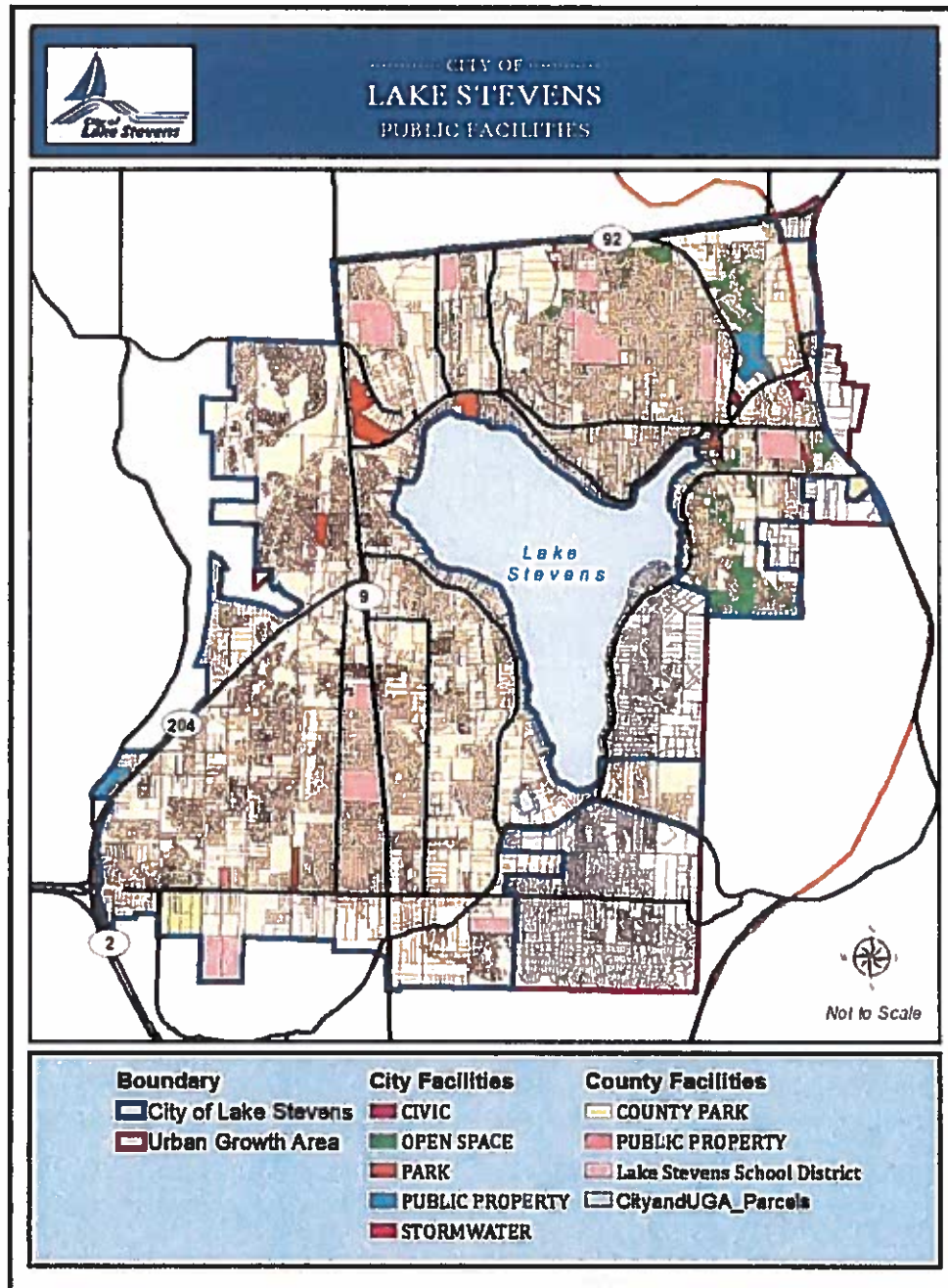


Figure 9.1 – Public Facilities Map



## **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, , 20<sup>th</sup> 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.

2015 - 2035 Comprehensive Plan



## **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**

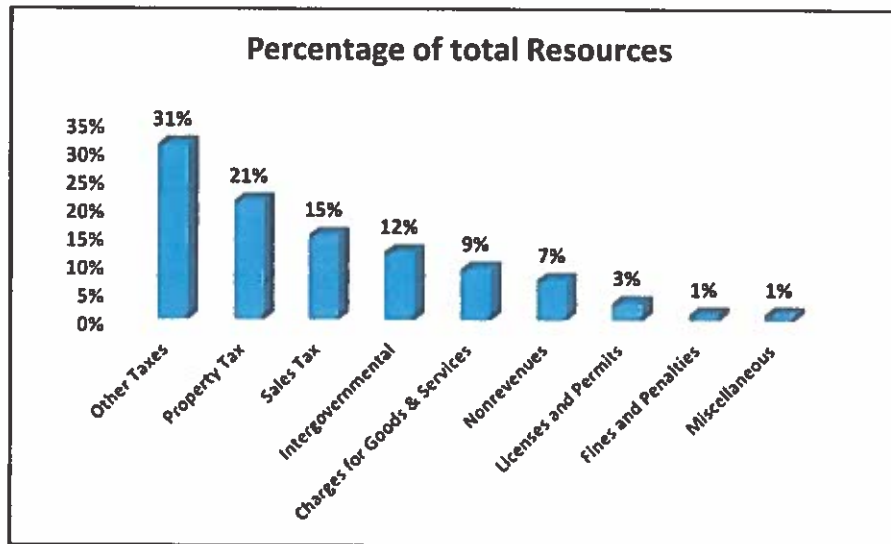
### **Current Revenue Sources**

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-Livy 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



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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
<b>Streets and Roads</b>	
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
<b>Domestic Water*</b>	
Domestic Supply	100 per capita per day - Adopted by Snohomish County PUD
Commercial	Adopted by Snohomish County PUD
<b>Fire Flow</b>	
Domestic and Commercial	Per IFC
<b>Sewer</b>	
Residential & Equivalent Commercial*	70 gallons per capita per day
<b>Schools*</b>	
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
<b>Fire Protection*</b>	
Fire Response	COORDINATE WITH Lake Stevens FD
Medical Response	COORDINATE WITH Lake Stevens FD
<b>Law Enforcement</b>	
Emergency Response	3 – 4 minutes
Non-emergency Response	6 – 10 minutes
<b>Parks, Recreation and Open Space</b>	
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
<b>Libraries*</b>	
Building	Coordinated with Sno-Isle Library District
<b>Solid Waste*</b>	
Residential	3.3 pounds per capita per day
<b>Other Government Services</b>	
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 addressed 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.



## Chapter 9 – Capital Facilities

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

TABLE 9.1 – CAPITAL FACILITIES PROGRAM, 2020-2046 (Updated in 2019)									
TRANSPORTATION									
ROAD	FROM	TO	COST	YEAR/S	Local	State/Fed	Mitigation	Dev Imp	
116 <sup>th</sup> Avenue NE	20 <sup>th</sup> St NE	26 <sup>th</sup> St NE	> 2026	\$1,900,000	X		X		
117 <sup>th</sup> Avenue NE	20 <sup>th</sup> St NE to 26 <sup>th</sup> Street NE	150 ft. S of 28 <sup>th</sup> 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 <sup>st</sup> Avenue NE	20 <sup>th</sup> St NE	Hartford Rd	2020-2026	\$1,489,000	X		X	X	
16 <sup>th</sup> Street NE	Main St	134 <sup>th</sup> Ave NE	> 2026	\$1,737,000	X		X		
17th PJ 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	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	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 <sup>th</sup> Street NE Widening	Main St	111 <sup>th</sup> Dr NE	> 2026	\$1,668,000	X		X	X	
22 <sup>nd</sup> Street NE	117 <sup>th</sup> Ave NE	123 <sup>rd</sup> Ave NE	> 2026	\$768,000	X		X	X	
24th St SE	73rd Ave SE	79th Ave SE	> 2026	\$3,653,000			X	X	





## Chapter 9 – Capital Facilities

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
26th Street NE	115th Ave NE	117th Ave NE	>2026	\$280,000	X	X
28th Street NE	Old Hartford Rd	N. Machias Rd	>2026	\$470,000	X	X
30th Street NE non-motorized	113rd Ave NE	Cedar Rd NE	>2026	\$540,000	X	X
32nd Street NE	118th St NE	Grade Rd	>2026	\$545,000	X	X
36th 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
91st Ave SE - Pedestrian Improvement & Road construction	20th St SE	24th St SE	2020-2026	\$4,600,000	X	X
91st Ave NE- Pedestrian Improvements	8th Street NE	12 Street NE	>2026	\$610,000	X	X
91st Ave NE- Pedestrian Improvements	12 Street NE	20th Street SE	>2026	\$1,100,000	X	X
91st Ave NE (RT turn packet on 91st Ave NE NB onto SR204)			2020-2026	\$800,000		
99th Ave NE	Market	4th St NE	>2026	\$1,170,000	X	X
99th Ave SE - Pedestrian Improvement	20th St SE	4th St SE	>2026	\$4,763,800	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	7th St NE	>2026	\$1,450,000	X	X
Grade Road	20th St NE	SR 92	>2026	\$15,607,836	X	X
Hartford Rd & Drainage Imp	Catherine Creek Crossing		>2026	\$700,000	X	X
Lundeen Pkwy Corridor Ped Imp	Vernon Rd	99th Ave NE	>2026	\$900,000	X	X

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



## Chapter 9 – Capital Facilities

**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





## Chapter 9 – Capital Facilities

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

PARKS			
PROJECT	DESCRIPTION OF WORK	YEAR/S	COST
Cavalero Community Park Phase I 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 <sup>th</sup> 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 <sup>th</sup> 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
<b>TRANSPORTATION &amp; STORMWATER IMPROVEMENTS</b>				
16041	79 <sup>th</sup> Ave SE Access Road	Construct 20 <sup>th</sup> Ave SE to 24 <sup>th</sup> Ave SE	2020-2026	\$1,179,300
17005	24 <sup>th</sup> St and 91 <sup>st</sup> Ave Extensions, includes regional stormwater pond construction	Construct new collector roads between SR 9 and 20 <sup>th</sup> 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 <sup>th</sup> 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
18013	18th St NE/Festival Street	Construct festival street/18th St NE between Main street to 123rd Ave NE.	2021-2022	\$2,800,000
18021	Main Street US 2 Trestle HOV Transit Congestion Jump (BAT) Lane	Construct 16 <sup>th</sup> Street NE to 20 <sup>th</sup> Street NE HOV lane on 20th Street SE. WSDOT State Regional Mobility Grant of \$1.8 million with a required City	2020-2026 2020-2026 2020-2026	\$6,500,000 \$2,700,000



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18028	Callow Road Drainage Improvement	match of \$800,000, for a total of \$2.6M for the project. 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



## Chapter 9 – Capital Facilities

		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 pocket on 91st Ave NE Northbound onto SR204	RT turn pocket 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 delinquency	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





## Chapter 9 – Capital Facilities

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
<b>PARK PROJECTS</b>				
	<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			
	Power Line Trail Right-of-Way/Easement Acquisition		2020-2026	\$1,500,000
			> 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	Cavatero Community Park Development (Partnership with Snohomish County)	Construct skate park and pedestrian pathway	2019-2021	\$750,000



Chapter 9 – Capital Facilities

18010	Frontier Heights Redevelopment	Regrading, install storm improvements and pedestrian path, basketball court, picnic shelter, and playground.	2020-2023	\$4,000,000
18022		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 near utility poles. The parking lot will be installed on an adjacent City property for use by park visitors.	2020-2026	\$1,000,000
19012	20 <sup>th</sup> Street Ballfields			
	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



## Chapter 9 – Capital Facilities

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