



City of Lake Stevens Vision Statement

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

CITY COUNCIL REGULAR MEETING AGENDA REMOTE ACCESS ONLY – VIA ZOOM

Tuesday, September 28, 2021, at 6:00 p.m.

Join Zoom Meeting: <https://us02web.zoom.us/j/82349641550>
Or call in at: (253) 215 8782, **Meeting ID:** 823 4964 1550

CALL TO ORDER		Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		City Clerk
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		Mayor
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		Mayor
CITY DEPARTMENT REPORT		Gene
GUEST BUSINESS	A Presentation from Snohomish Health District	Heather Thomas, Public Government Affairs Manager, Snohomish Health District
	B Introduction of Caitlin Weaver, Deputy City Clerk	Kelly
	C Introduction of Christi Schmidt, Senior Planner	Russ
	D Introduction of Zachary Kathe, Applications GIS Analyst	Troy
CONSENT AGENDA	E Vouchers	Barb
	F City Council Meeting Minutes of August 24, 2021, August 27, 2021, September 7, 2021 and September 14, 2021	Kelly

Lake Stevens City Council Regular Meeting Agenda

September 28, 2021

	G Deputy Chief Position	Chief
	H Recreation Boating Program & Federal Financial Assistance Grant	Chief
	I Replacement of Police Fleet Vehicles	Chief
	J Ordinance 1126 – Amendments to LSMC 14.44.097 Marijuana Facilities	Russ
	K Planning and Community Development Positions	Russ
DISCUSSION ITEMS	L Nonconforming Code Update	Melissa
	M Estimated Revenues & Preliminary Budget	Barb

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.



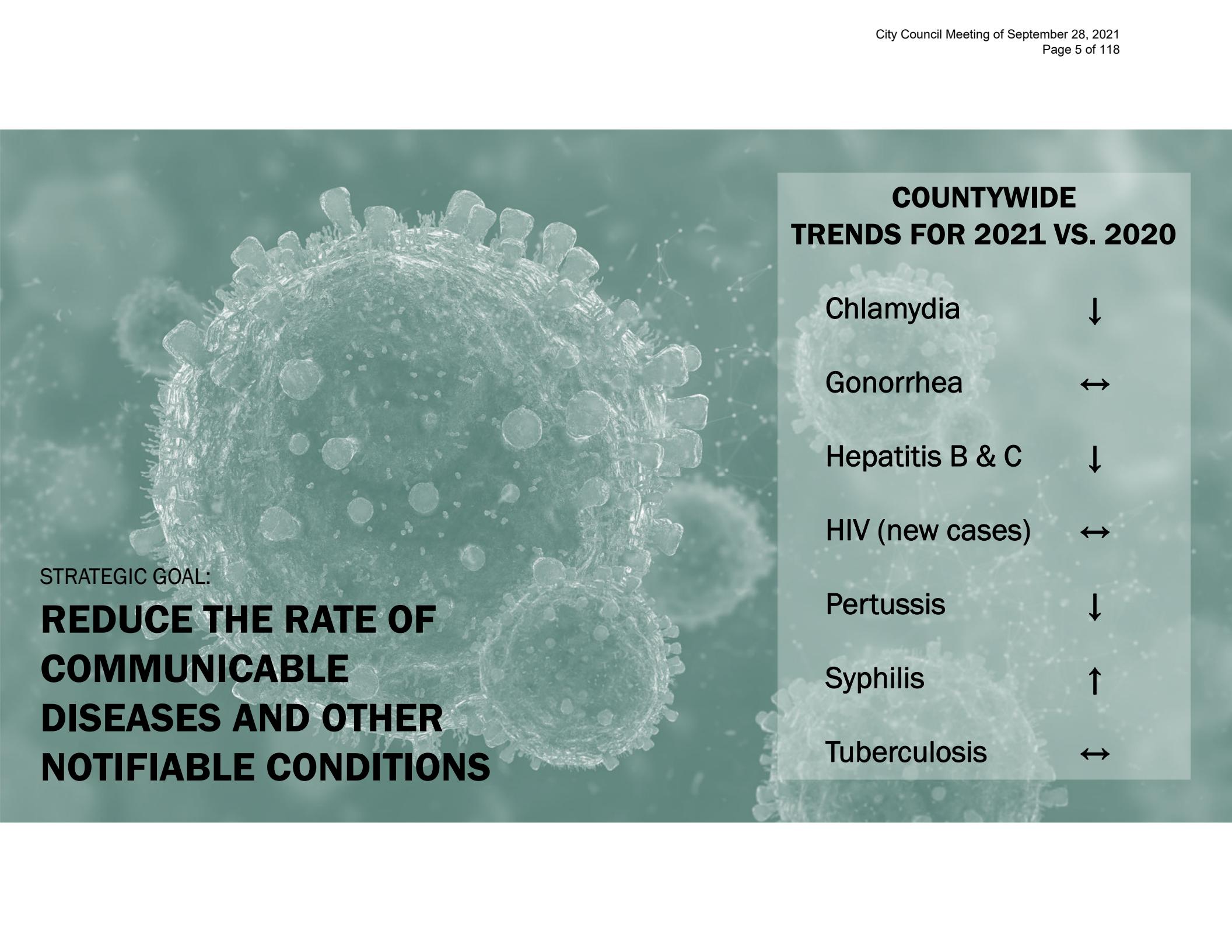
Working Together for a Healthy and Thriving Lake Stevens

Heather Thomas, Public & Government Affairs Manager

September 2021



Community **DATA & TRENDS**

A high-magnification, grayscale image of a COVID-19 virus particle, showing its characteristic spike proteins and internal structure.

STRATEGIC GOAL:

**REDUCE THE RATE OF
COMMUNICABLE
DISEASES AND OTHER
NOTIFIABLE CONDITIONS**

COUNTYWIDE TRENDS FOR 2021 VS. 2020

Chlamydia ↓

Gonorrhea ↔

Hepatitis B & C ↓

HIV (new cases) ↔

Pertussis ↓

Syphilis ↑

Tuberculosis ↔

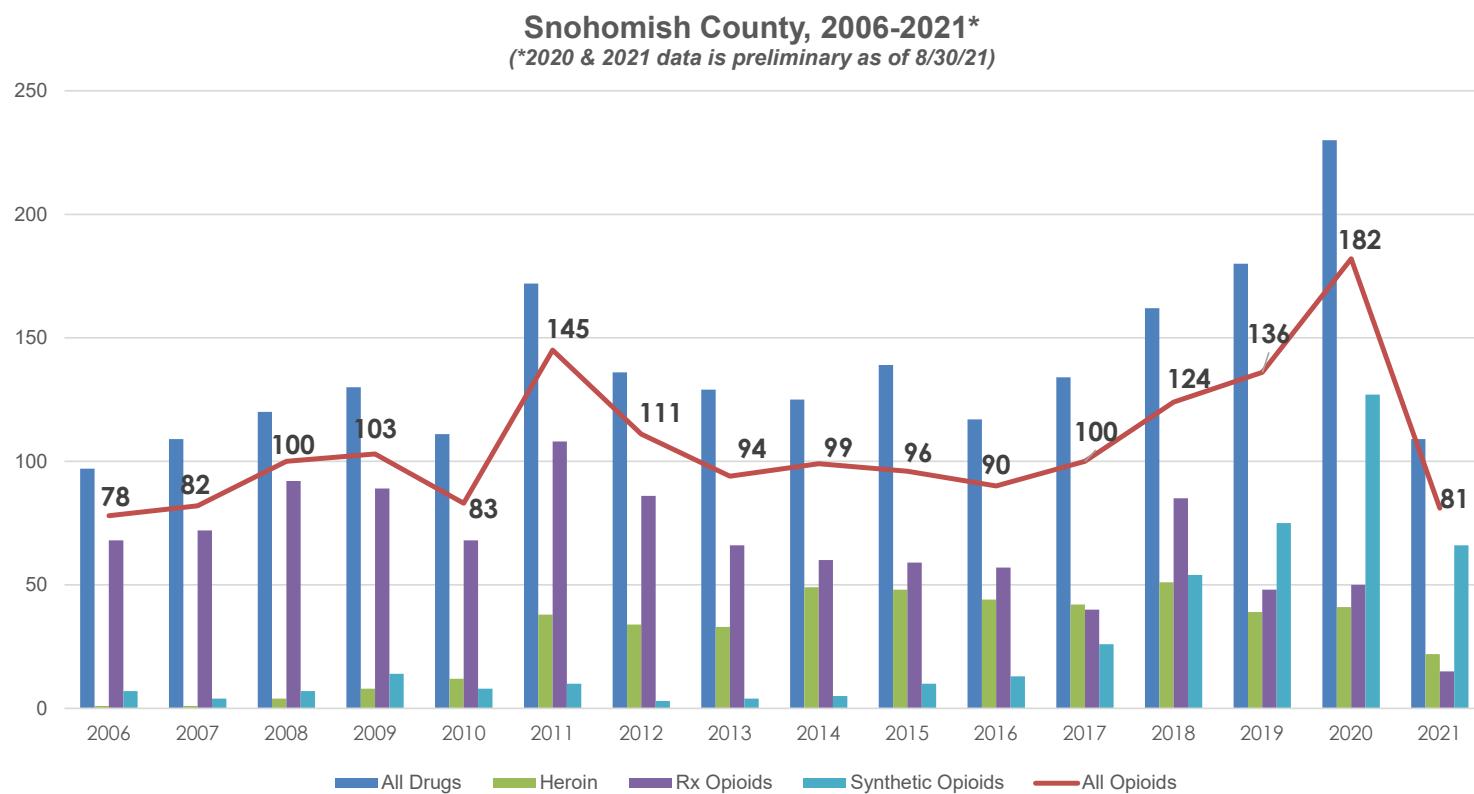
COUNTYWIDE TRENDS FOR 2021 VS. 2020

Drug Overdoses ↑

Youth Suicides ↓

STRATEGIC GOAL:
**PREVENT OR REDUCE CHRONIC
DISEASES AND INJURIES**

Drug Overdose Deaths

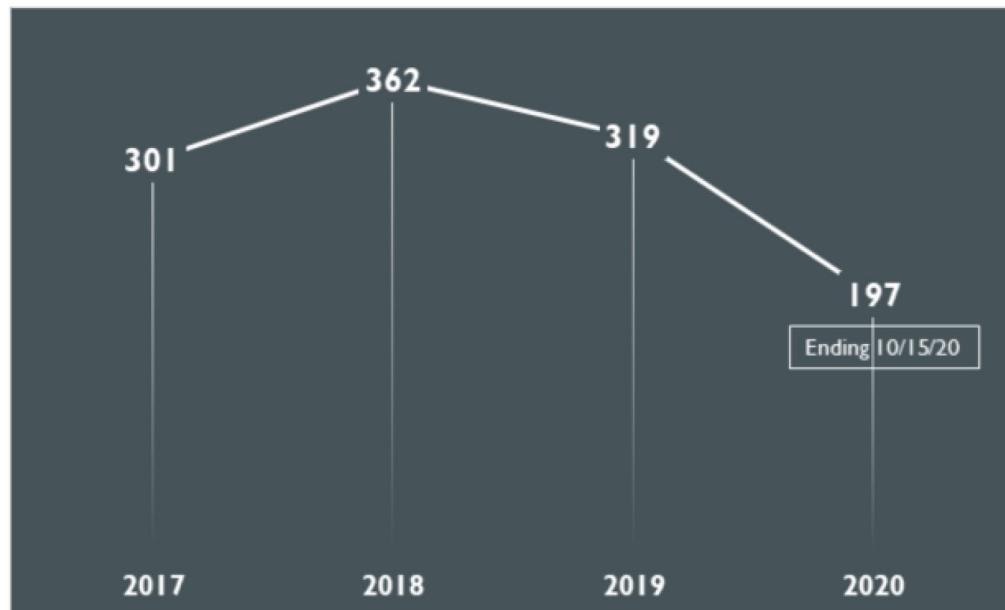


Source: Washington State Department of Health

Snohomish Health District

Youth Suicide in Snohomish County

Zero Suicide Discussion, November 2020



EMS Dispatch for Suicidal, Suicidal Ideation, OD related to an attempt, and/or Intentional Self-harm for ages 10-17 in Snohomish County from 2017 through October 15, 2020.

Source: Pre-hospital Electronic Health Record Database, Snohomish County, 2017- YTD 2020



LAKE STEVENS TRENDS FOR 2021*

141 Annual Food Permits

71 Food Inspections

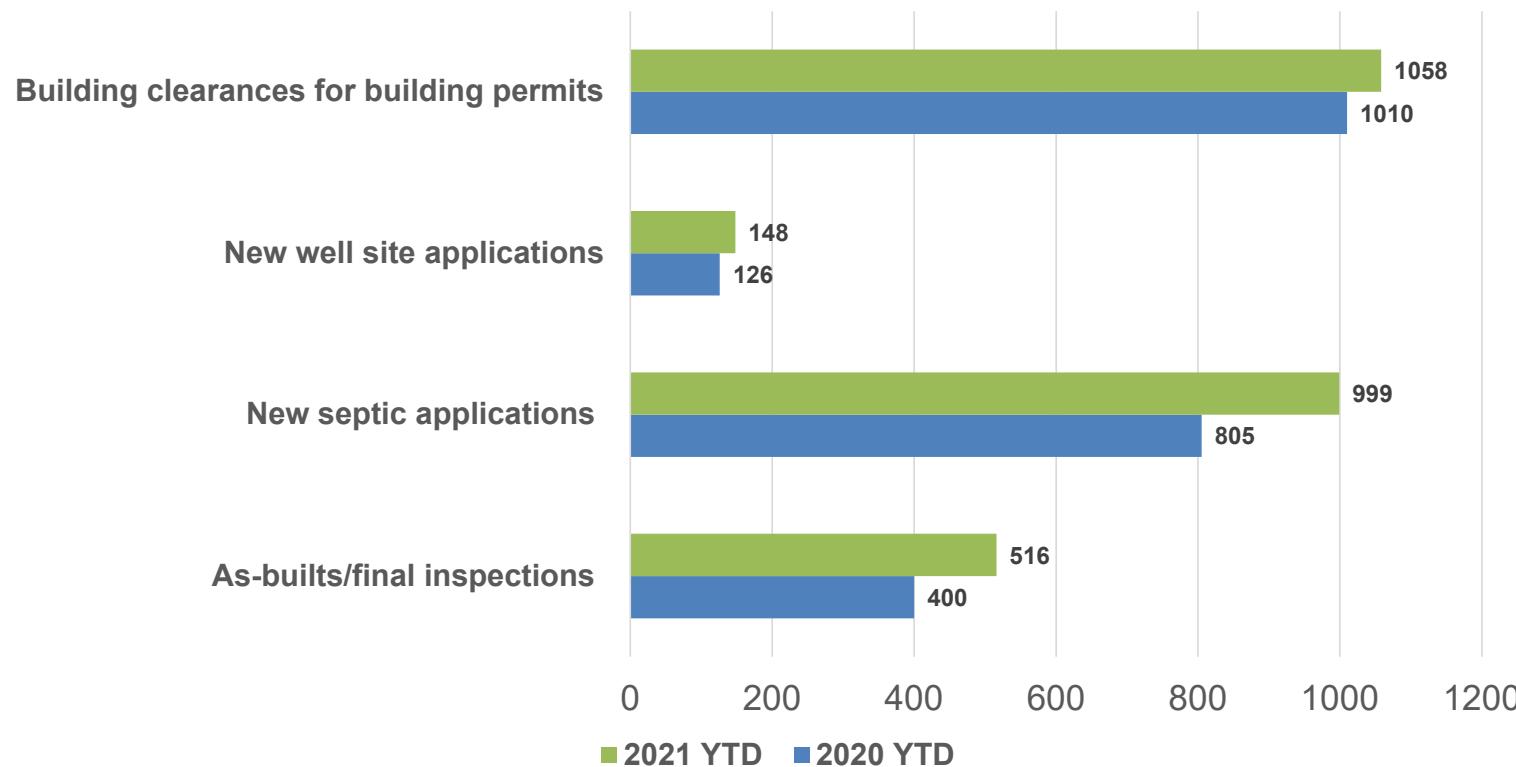
17 Food Complaints

8 Water Recreation
Inspections

*thru August 15, 2021

STRATEGIC GOAL:
**PROVIDE HIGH-QUALITY
ENVIRONMENTAL HEALTH SERVICES**

Land Use Activity in Snohomish County



Through August 2021

Snohomish Health District



STRATEGIC GOAL:

**IMPROVE MATERNAL, CHILD, AND
FAMILY HEALTH OUTCOMES**

OUTREACH & EDUCATION ACTIVITIES – 2021 YTD

612 Child Care Consultations

1,341 STARS Courses Completed

*thru June 30, 2021

- ✓ Catch-up on childhood vaccines
- ✓ ACES/Resilience webinars
- ✓ ABCs of Safe Sleep

STRATEGIC GOAL:
**PROVIDE LEGALLY REQUIRED
VITAL RECORDS**

COUNTYWIDE TRENDS FOR 2021 VS. 2020

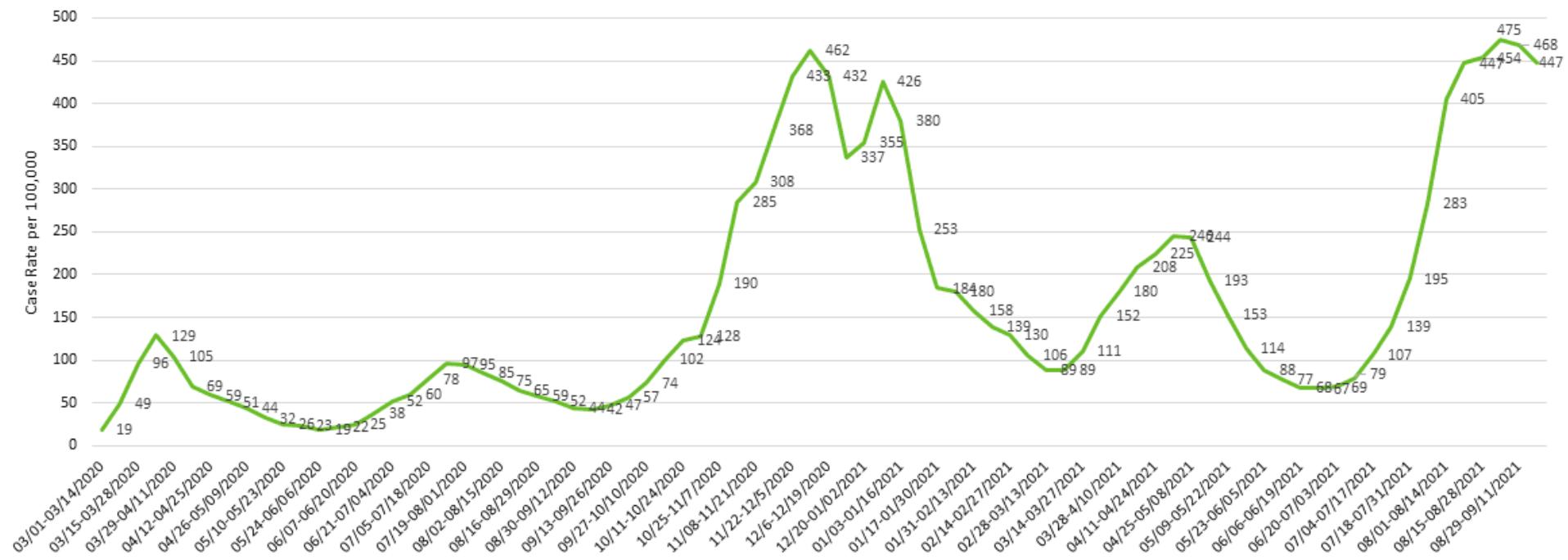
	2020	2021 YTD*
Birth Certificates	14,170	7,138
Deaths Certificates	28,477	14,590

*thru June 30, 2021

- ✓ Move to VitalChek
- ✓ New kiosks coming soon
- ✓ Closed record state as of Jan 1, 2021

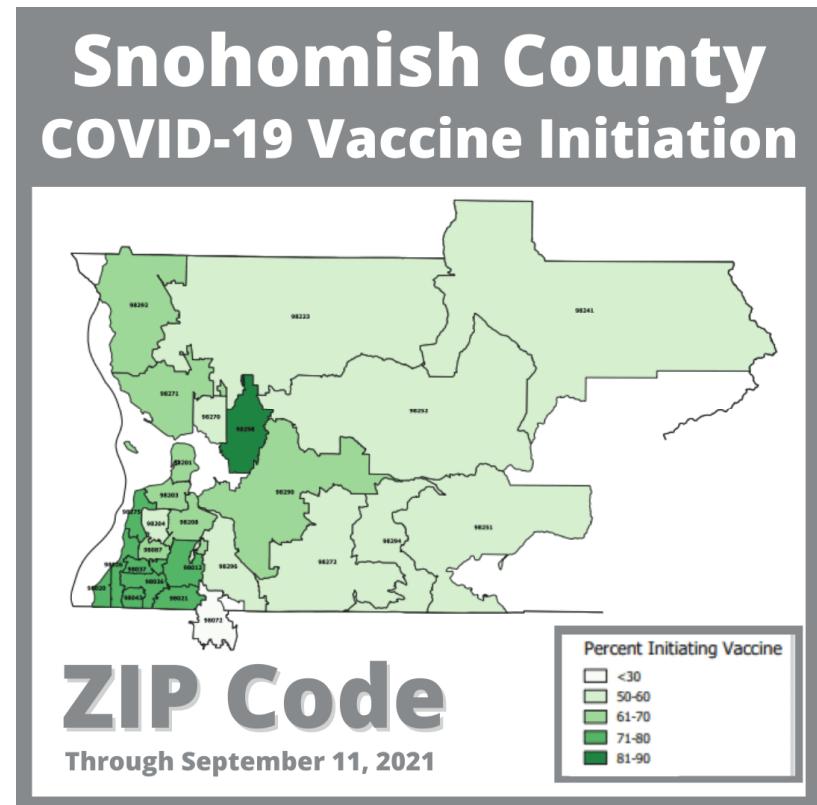
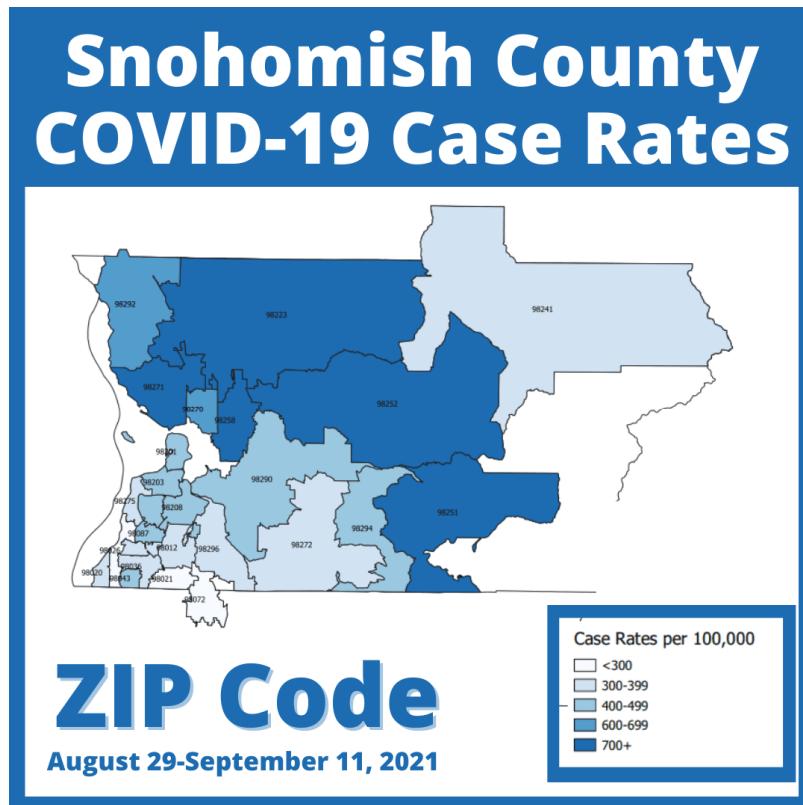


Current Trends – Rolling Case Rate



As of September 18, 2021

Cases & Vaccines by Zip Code



COVID-19 Looking Ahead



FOCUSED ON PRESERVING HOSPITAL
CAPACITY



PREPARING FOR POSSIBILITY
OF BOOSTER DOSES



CONCERNED ABOUT CASES AS
TEMPERATURES DROP AND PEOPLE
MOVE INDOORS



STRATEGIC GOAL:

BUILD A MORE SUSTAINABLE ORGANIZATION

Current Budget Outlook

	2021 Adopted Budget	2021 Amended Budget	Change
Revenue	\$15,982,387	\$32,867,186	\$16,884,799
Expenditures	\$15,982,387	\$25,080,315	\$9,097,928
	\$0	\$7,786,871	\$7,786,871

** IT IS EXPECTED THAT THIS SURPLUS WILL BE RESERVED FOR COVID-19 ACTIVITIES EXTENDING INTO 2022 AND 2023.

STILL IN FLUX



COVID
FUNDING



FPHS FUNDING



OTHER FUNDING
STREAMS

Per Capita Contributions



NARCAN FOR LAW ENFORCEMENT
AND FIRST RESPONDERS



SPECIAL DATA AND REPORTS



HEALTHY COMMUNITIES
PROGRAMMING AND POLICY
SUPPORT

Sound Foundation for Public Health



- Foundation board in place
- Working on strategic plan & fundraising plan
- Official non-profit corporation in WA
- Anticipate 501c3 status in 2022

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

Ways to Get **INVOLVED**

Share Items in Media Toolkit

LET'S KNOCK OUT COVID (:15)



LET'S KNOCK OUT COVID--SPANISH (:15)



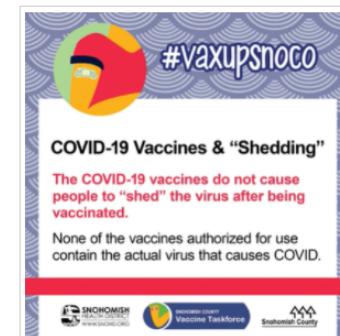
SAFE, EFFECTIVE & FREE (:15)



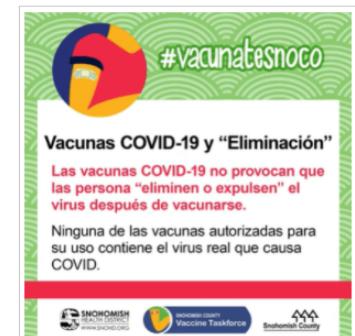
SAFE, EFFECTIVE & FREE--SPANISH (:15)



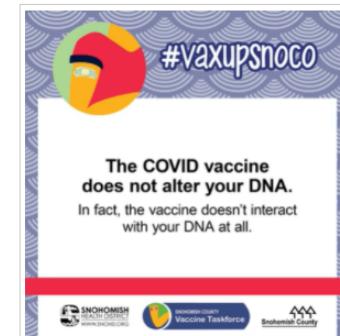
COVID VACCINES AND "SHEDDING"--ENGLISH



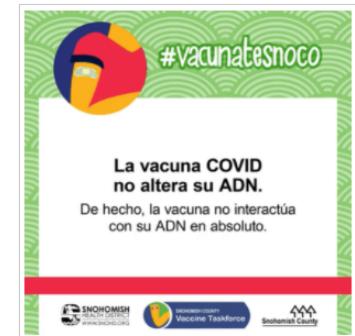
COVID VACCINES AND "SHEDDING"--SPANISH



COVID VACCINE DOESN'T ALTER YOUR DNA--ENGLISH



COVID VACCINE DOESN'T ALTER YOUR DNA--SPANISH



www.snohd.org/vaxupsnoco

Participate in #VaxUpSnoCo/#Vacuna Video



Thank you

contact information

For more info, please contact:

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SFrederick@snohd.org

Heather Thomas, MPA, MA
Public & Government Affairs Manager
425.339.8688
HThomas@snohd.org

BLANKET VOUCHER APPROVAL
2021

Payroll Direct Deposits	9/25/2021	\$259,311.23
Payroll Checks	54058-54060	\$5,950.39
Electronic Funds Transfers	ACH	\$330,176.51
Claims	54049-54057, 54061-54152	\$266,245.03
Void Checks		
Total Vouchers Approved:		\$861,683.16

This 28th day of September 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



September 28, 2021

City Expenditures by Type on this voucher packet

Personnel Costs	\$	265,262	31%
Payroll Federal Taxes	\$	98,307	11%
Retirement Benefits - Employer	\$	56,962	7%
Medical Benefits - Employer	\$	162,419	19%
Other Employer paid Benefits	\$	4,328	1%
Employee paid benefits - By Payroll	\$	20,252	2%
Supplies	\$	47,004	5%
Professional Services	\$	98,209	11%
Refunds	\$	2,810	0%
Capital *	\$	94,195	11%
Debt Payments	\$	11,936	1%
Total	\$	861,683	100%

Large Purchases

* 24th St SE/91st Ave SE Construction Admin - \$50,883

* Boathouse Paving - \$25,304

City of Lake Stevens Blanket Voucher Report

Checks to be approved for period 09/09/2021 - 09/22/2021

		Total for Period
		\$596,421.54

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Account Name</u>	<u>Description</u>	<u>Check #</u>	<u>Amount</u>
Ace Hardware	70808	001 010 576 80 31 00	PK-Operating Costs	Fasteners	54061	\$16.92
Ace Hardware	70812	410 016 531 10 31 02	SW-Operating Costs	PVC Coupler/Elbow	54061	\$9.80
Ace Hardware	70840	001 010 576 80 31 00	PK-Operating Costs	PVC Pipe/Elbows/Tees/Couplers	54061	\$109.09
Ace Hardware	70845	001 010 576 80 31 00	PK-Operating Costs	PVC Pipe	54061	\$9.25
Ace Hardware	70887	101 016 544 90 31 02	ST-Operating Cost	Wood Blade/Fasteners	54061	\$15.47
Ace Hardware	70984	410 016 531 10 31 02	SW-Operating Costs	Compact Router/Paint/Trays/Rollers/Paint Thinner/Glue	54061	\$283.08
Ace Hardware	71004	101 016 544 90 31 02	ST-Operating Cost	PVC Conduit	54061	\$16.66
Ace Hardware	71064	410 016 531 10 31 02	SW-Operating Costs	Wasp/Hornet Foam	54061	\$21.80
Ace Hardware	71087	001 010 576 80 31 00	PK-Operating Costs	Stakes/Staples	54061	\$23.91
Ace Hardware	71089	410 016 531 10 31 02	SW-Operating Costs	Measuring Funnel/Couplers/Hose Adapters	54061	\$42.46
Ace Hardware	71112	410 016 531 10 31 02	SW-Operating Costs	Hog Ring Tools	54061	\$32.44
Ace Hardware	71122	101 016 544 90 31 02	ST-Operating Cost	Rust Preventative Paint	54061	\$85.37
					54061 Total	\$666.25
AFLAC	91021	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	0	\$1,037.42
					0 Total	\$1,037.42
Amazon Capital Services	16DK-4RX4-G1MY	001 008 521 21 31 00	LE-Boating Minor Equipment	Wireless Engine Cut Off/Sea Shocks Helm Mat	54062	\$500.30
Amazon Capital Services	1FJ4-NHTW-HHDN	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Brush Handles/Soft Bristle Brushes	54062	\$67.52
Amazon Capital Services	1FJ4-NHTW-HHDN	001 008 521 50 30 01	LE-Facilities Minor Equipment	Outlet Cover	54062	\$17.32
Amazon Capital Services	1J14-YHNW-6WCD	001 008 521 20 31 00	LE-Office Supplies	Febreze/HDMI Switch/American Flag/Wall Click	54062	\$225.46
Amazon Capital Services	1TF6-DVMW-L7R4	001 008 521 20 31 00	LE-Office Supplies	Wall Clock Credit	54062	(\$27.24)
Amazon Capital Services	1WQY-31NY-QLYH	001 008 521 20 31 00	LE-Office Supplies	Canon AMR/Multi Pack	54062	\$124.58
					54062 Total	\$907.94
Amazon Capital Services	1166-LXL6-MQJK	001 007 571 00 30 00	PL-Park & Recreation	Room Divider	54063	\$147.22
Amazon Capital Services	17QJ-F13Q-V4GX	001 003 514 20 31 00	CC-Office Supply	Office Chairs for CH	54063	\$213.02
Amazon Capital Services	17QJ-F13Q-V4GX	001 004 514 23 31 00	FI-Office Supplies	Office Chairs for CH	54063	\$213.02
Amazon Capital Services	17QJ-F13Q-V4GX	001 006 518 80 31 00	IT-Office Supplies	Office Chairs for CH	54063	\$426.04
Amazon Capital Services	17QJ-F13Q-V4GX	001 007 558 50 31 02	PL-Permit Related Op. Costs	Office Chairs for CH	54063	\$852.08
Amazon Capital Services	17QJ-F13Q-YXLJ	004 013 518 20 30 00	ARPA - Supplies	Disposable Face Masks - ARPA	54063	\$57.24
Amazon Capital Services	17QJ-F13Q-YXLJ	001 005 518 10 31 00	HR-Office Supplies	Sharpies/Post Its/Collapsible Rolling Crate	54063	\$129.65
Amazon Capital Services	17QJ-F13Q-YXLJ	001 005 518 10 31 01	HR-Operating Cost	Wastebasket/Office Chair for CH	54063	\$229.37
Amazon Capital Services	1DPJ-TQF9-KT3R	001 010 576 80 31 00	PK-Operating Costs	Side Tables/Wireless Keyboard/Mouse Combo	54063	\$67.41
Amazon Capital Services	1DPJ-TQF9-KT3R	101 016 544 90 31 02	ST-Operating Cost	Side Tables/Wireless Keyboard/Mouse Combo	54063	\$67.41
Amazon Capital Services	1DPJ-TQF9-KT3R	410 016 531 10 31 02	SW-Operating Costs	Side Tables/Wireless Keyboard/Mouse Combo	54063	\$67.42
Amazon Capital Services	1GYJ-RRMV-DNC7	101 016 544 90 31 01	ST-Office Supplies	Dry Erase Wall Calendars/Ethernet Cables	54063	\$90.49
Amazon Capital Services	1MQY-PYVJ-HDHL	001 005 518 10 31 00	HR-Office Supplies	The Lean Recruiting Toolkit	54063	\$58.80
Amazon Capital Services	1W76-6WDD-FHQ6	410 016 531 10 31 02	SW-Operating Costs	Tire Plug Kit	54063	\$114.44
					54063 Total	\$2,733.61
Assoc of Washington Cities EFT	91021	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	0	\$159,804.71
Assoc of Washington Cities EFT	91021	001 007 559 30 20 00	PB-Benefits	Medical Insurance Premium	0	(\$2.23)
Assoc of Washington Cities EFT	91021	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	0	(\$0.65)
					0 Total	\$159,801.83

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Account Name</u>	<u>Description</u>	<u>Check #</u>	<u>Amount</u>
Barrett	2679	410 016 531 10 31 02	SW-Operating Costs	Debris Removal - Decant Facility	54064	\$1,431.50
Barrett	2794	302 010 594 76 61 12	PM - North Cove Phase 3	Debris Removal - Festival Street	54064	\$2,635.00
Barrett	2804	302 010 594 76 61 12	PM - North Cove Phase 3	Debris Removal - Festival Street	54064	\$4,930.00
					54064 Total	\$8,996.50
Bates Inc	59604	101 016 542 30 48 00	ST-Repair & Maintenance	Dump Truck Repair Services	54065	\$2,082.15
Bates Inc	59604	410 016 531 10 48 00	SW-Repairs & Maintenance	Dump Truck Repair Services	54065	\$2,082.15
					54065 Total	\$4,164.30
Bliven	20321	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal - Emergency Call Cottonwood in Roadway	54066	\$2,180.00
Bliven	20322	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal - 1830 72nd Ave SE	54066	\$12,862.00
					54066 Total	\$15,042.00
Brown	091421 BROWN	001 008 521 20 31 00	LE-Office Supplies	Reimburse - Needle Nose Pliers - Brown	54067	\$8.73
					54067 Total	\$8.73
Business Card	BARNES 0921	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - FTO Academy Wenatchee - Schedler	54068	\$505.00
Business Card	BARNES 0921	001 008 521 50 30 02	LE-Fleet Minor Equipment	Long Arm Car Opening Tool Kit	54068	\$97.90
Business Card	BARNES 0921	001 008 521 40 49 01	LE-Registration Fees	Registration - sUAS Drones Admin Course - Barnes	54068	\$134.24
Business Card	BEAZIZO 0921	001 008 521 50 30 02	LE-Fleet Minor Equipment	Police Interceptor Wheel	54068	\$143.10
Business Card	BRAZEL 0921	001 002 513 11 49 00	AD-Staff Development	Credit Registration - 2021 APWA Public Works Expo - Brazel	54068	(\$1,080.00)
Business Card	BRAZEL 0921	001 002 513 11 43 00	AD-Travel & Meetings	Hotel - WCMA Conf Semiahmoo - Brazel	54068	\$365.64
Business Card	BRAZEL 0921	001 001 513 10 49 00	Executive - Miscellaneous	ICMA Membership Fee - Gailey	54068	\$200.00
Business Card	BRAZEL 0921	001 001 513 10 49 01	Executive - Prof. Development	Registration - Economic Alliance of SnoCo - Gailey	54068	\$55.00
Business Card	BRAZEL 0921	001 002 513 11 49 00	AD-Staff Development	Registration - ICMA Conf Portland OR - Brazel	54068	\$790.00
Business Card	BRAZEL 0921	001 001 513 10 49 01	Executive - Prof. Development	Registration - ICMA Conf Portland OR - Gailey	54068	\$784.00
Business Card	BROOKS 0921	001 008 521 20 31 00	LE-Office Supplies	Custom Single Metal Print Frame	54068	\$103.07
Business Card	BROOKS 0921	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Food - August	54068	\$56.94
Business Card	BROOKS 0921	001 008 521 20 43 01	LE-Business Meetings	Meal - Francisco's Kitchen	54068	\$75.22
Business Card	BROOKS 0921	001 008 521 20 31 00	LE-Office Supplies	Metal Frames/Floating Hangers	54068	\$116.57
Business Card	CHELIN 0921	309 016 595 61 60 02	Sidewalk Cap - 117th Ave NE	Recording Fees - Deed & Dedication - Hoirup	54068	\$206.50
Business Card	CHELIN 0921	309 016 595 61 60 02	Sidewalk Cap - 117th Ave NE	Recording Fees - Deed & Dedication - Mirick	54068	\$206.50
Business Card	CHELIN 0921	001 007 558 50 31 02	PL-Permit Related Op. Costs	Recording Fees - Model Home Hold Harmless Lennar	54068	\$208.50
Business Card	DREHER 0921	001 008 521 20 31 00	LE-Office Supplies	Apex Printer Ribbon	54068	\$293.41
Business Card	DREHER 0921	001 008 521 20 43 01	LE-Business Meetings	Bakery Goods	54068	\$6.00
Business Card	DREHER 0921	001 008 521 20 43 00	LE-Travel & Per Diem	Car Rental - Adv Boat Collision Training - Irwin	54068	\$596.75
Business Card	DREHER 0921	001 008 521 20 31 01	LE-Fixed Minor Equipment	COVID Tests	54068	\$52.30
Business Card	DREHER 0921	001 008 521 20 43 01	LE-Business Meetings	Donuts Business Meeting	54068	\$50.97
Business Card	DREHER 0921	001 008 521 30 31 00	LE-Community Outreach Supplies	Junior Police Badge Stickers	54068	\$381.50
Business Card	DREHER 0921	001 008 521 20 43 01	LE-Business Meetings	Lemons Business Meeting	54068	\$5.94
Business Card	DREHER 0921	001 008 521 20 41 01	LE-Professional Serv-Fixed	Local Broadcast TV Monthly	54068	\$5.50
Business Card	DREHER 0921	001 008 521 20 43 01	LE-Business Meetings	Napkins/Plastic Silverware	54068	\$46.71
Business Card	DREHER 0921	001 008 521 20 43 01	LE-Business Meetings	Plastic Silverware/Banner/Foam Stars	54068	\$9.81
Business Card	DREHER 0921	001 008 521 20 43 01	LE-Business Meetings	White Cake - Costco	54068	\$19.99
Business Card	DURPOS 0921	001 010 576 80 31 00	PK-Operating Costs	Airtame 2 PW Shop	54068	\$507.34
Business Card	DURPOS 0921	101 016 544 90 31 02	ST-Operating Cost	Airtame 2 PW Shop	54068	\$507.33
Business Card	DURPOS 0921	410 016 531 10 31 02	SW-Operating Costs	Airtame 2 PW Shop	54068	\$507.33
Business Card	DURPOS 0921	410 016 531 10 49 01	SW-Staff Development	APWA Membership - Halverson	54068	\$133.00
Business Card	DURPOS 0921	001 010 576 80 31 00	PK-Operating Costs	Black T-Molds	54068	\$131.77

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Account Name</u>	<u>Description</u>	<u>Check #</u>	<u>Amount</u>
Business Card	DURPOS 0921	101 016 544 90 31 02	ST-Operating Cost	Black T-Molds	54068	\$131.78
Business Card	DURPOS 0921	410 016 531 10 31 02	SW-Operating Costs	Black T-Molds	54068	\$131.77
Business Card	DURPOS 0921	001 010 576 80 31 00	PK-Operating Costs	Grafite Satintouch Laminate Sheets	54068	\$407.72
Business Card	DURPOS 0921	101 016 544 90 31 02	ST-Operating Cost	Grafite Satintouch Laminate Sheets	54068	\$407.71
Business Card	DURPOS 0921	410 016 531 10 31 02	SW-Operating Costs	Grafite Satintouch Laminate Sheets	54068	\$407.72
Business Card	DURPOS 0921	410 016 531 10 43 00	SW-Travel & Meetings	Hotel - APWA Conf St Louis MO - Durpos	54068	\$784.96
Business Card	DURPOS 0921	410 016 531 10 43 00	SW-Travel & Meetings	Parking - APWA Conf St Louis MO - Durpos	54068	\$149.00
Business Card	DURPOS 0921	001 013 518 20 31 00	GG-Operating Costs	PODS Storage Container Rental Museum 08-2021	54068	\$128.81
Business Card	DURPOS 0921	001 013 518 20 31 00	GG-Operating Costs	PODS Storage Container Rental PW Shop 08-2021	54068	\$128.81
Business Card	DURPOS 0921	410 016 531 10 49 01	SW-Staff Development	Registration - CESCL Re-Cert Training - P Stevens	54068	\$200.00
Business Card	DURPOS 0921	001 010 576 80 31 00	PK-Operating Costs	Root/Water Barrier Rolls	54068	\$140.54
Business Card	DURPOS 0921	001 010 576 80 31 00	PK-Operating Costs	Stacking Chairs/Tables PW Shop	54068	\$1,067.70
Business Card	DURPOS 0921	101 016 544 90 31 02	ST-Operating Cost	Stacking Chairs/Tables PW Shop	54068	\$1,067.71
Business Card	DURPOS 0921	410 016 531 10 31 02	SW-Operating Costs	Stacking Chairs/Tables PW Shop	54068	\$1,067.71
Business Card	ESHLEMAN 0921	410 016 531 10 31 02	SW-Operating Costs	Fuel Pump Mount	54068	\$128.74
Business Card	ESHLEMAN 0921	302 010 594 76 61 12	PM - North Cove Phase 3	Scissor Slab Lift - Row House	54068	\$2,018.02
Business Card	GOOD 0921	001 005 518 10 49 01	HR-Staff Development	Registration - Creating Diverse Workforce - Good	54068	\$35.00
Business Card	MINER 0921	001 008 521 20 43 01	LE-Business Meetings	Ferry Fees Bainbridge to Seattle	54068	\$20.40
Business Card	MINER 0921	001 008 521 20 43 01	LE-Business Meetings	Ferry Fees Seattle to Bainbridge	54068	\$29.45
Business Card	MINER 0921	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services Case 2017-18743	54068	\$222.00
Business Card	MINER 0921	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services Case 2021-10508	54068	\$152.00
Business Card	STEVENS B 0921	001 004 514 23 49 01	FI-Staff Development	Registration - 2021 WFOA Conf - B Stevens	54068	\$350.00
Business Card	UBERT 0921	001 008 521 20 43 01	LE-Business Meetings	Bows/Serving Utensils	54068	\$3.27
Business Card	UBERT 0921	001 008 521 20 43 01	LE-Business Meetings	Flower Presentation Wrap for Business Meetings	54068	\$54.50
Business Card	UBERT 0921	001 008 521 20 43 01	LE-Business Meetings	Snacks/Drinks for Business Meetings	54068	\$98.94
Business Card	WARRINGTON 0921	001 005 518 10 49 01	HR-Staff Development	Registration - Creating a Diverse Workforce - Warrington	54068	\$35.00
Business Card	WRIGHT 0921	001 007 558 50 49 01	PL-Staff Development	NRPA Renewal Fee - J Meis	54068	\$75.00
Business Card	WRIGHT 0921	001 007 558 50 41 03	PL-Advertising	Postcard Mailers BUDU Road Closure	54068	\$159.03
Business Card	WRIGHT 0921	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2021-0139 NOA	54068	\$56.99
Business Card	WRIGHT 0921	001 007 558 50 49 01	PL-Staff Development	Registration - 2021 OAPA/APA Joint Planning Conf - M Place	54068	\$150.00
Business Card	WRIGHT 0921	001 007 559 30 49 01	PB-Staff Development	Registration - 2021 WACE Conf - Yarkut	54068	\$275.00
					54068 Total	\$16,309.11
Calliope Consulting LLC	174	001 005 518 10 41 00	HR-Professional Services	City Wide Lean Training Contract Services 08-2021	54069	\$2,125.00
					54069 Total	\$2,125.00
CDW Government Inc	J987211	001 008 521 20 31 05	LE-Equipment - New Officers	Havis Dock Station/Adapter	54070	\$889.23
CDW Government Inc	K269827	101 016 544 90 31 01	ST-Office Supplies	Cisco Meraki Repl Mounting Kit	54070	\$17.42
CDW Government Inc	K269827	410 016 531 10 31 01	SW-Office Supplies	Cisco Meraki Repl Mounting Kit	54070	\$17.42
					54070 Total	\$924.07
Central Welding Supply Co Inc	EV289462	101 016 544 90 31 02	ST-Operating Cost	Credit Overpayment on Invoice #EV289462	54071	(\$8.69)
Central Welding Supply Co Inc	EV289462	410 016 531 10 31 02	SW-Operating Costs	Credit Overpayment on Invoice #EV289462	54071	(\$8.70)
Central Welding Supply Co Inc	RN08210995	101 016 544 90 31 02	ST-Operating Cost	Argon Gas/Propane	54071	\$30.33
Central Welding Supply Co Inc	RN08210995	410 016 531 10 31 02	SW-Operating Costs	Argon Gas/Propane	54071	\$30.33
					54071 Total	\$43.27

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Cintas Loc 460	4094649764	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	54072	\$111.83
Cintas Loc 460	4094649764	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	54072	\$111.83
Cintas Loc 460	4094649764	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	54072	\$111.84
Cintas Loc 460	4095384784	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	54072	\$112.03
Cintas Loc 460	4095384784	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	54072	\$112.03
Cintas Loc 460	4095384784	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	54072	\$112.02
					54072 Total	\$671.58
City of Everett	I21004358	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	54073	\$165.00
					54073 Total	\$165.00
Comdata Inc	20356476	001 008 521 20 32 00	LE-Fuel	PD Fuel	54074	\$1,719.97
Comdata Inc	20356476	001 008 521 21 32 00	LE-Boating-Fuel	PD Fuel	54074	\$292.71
					54074 Total	\$2,012.68
Cory De Jong and Sons Inc	T316652	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	54075	\$725.94
Cory De Jong and Sons Inc	T316654	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	54075	\$90.74
					54075 Total	\$816.68
Crystal Springs	5249844 090121	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	54076	\$20.43
Crystal Springs	5249844 090121	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	54076	\$20.43
Crystal Springs	5249844 090121	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	54076	\$60.48
Crystal Springs	5249844 090121	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Shop	54076	\$64.55
Crystal Springs	5249844 090121	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Shop	54076	\$64.54
					54076 Total	\$230.43
DEK Enterprises	135226	001 013 518 20 31 00	GG-Operating Costs	Aluminum Plaque Building Sign with Mounting Template	54077	\$850.00
DEK Enterprises	135226	001 008 521 50 48 00	LE-Facility Repair & Maint	Replacement Building Sign	54077	\$458.00
					54077 Total	\$1,308.00
Dept of Licensing	091121 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 09/05/21 thru 09/11/21	54078	\$75.00
Dept of Licensing	091821 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 09/12/21 thru 09/18/21	54078	\$306.00
					54078 Total	\$381.00
Dept of Retirement (Deferred Comp)	91021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Defere	0	\$2,695.00
					0 Total	\$2,695.00
Dept of Retirement PERS LEOFF	91021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$56,856.09
Dept of Retirement PERS LEOFF	091021s	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State Contributions	0	\$105.64
					0 Total	\$56,961.73
Dominick	090321 DOMINICK	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - The Stack Rental 09/03/21 Dominick	54079	\$100.00
					54079 Total	\$100.00
EASL Inc	LS0-0921	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 08-2021	54080	\$5,000.00
					54080 Total	\$5,000.00
EFTPS	91021	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$98,306.67
					0 Total	\$98,306.67
Electronic Business Machines	AR2000546	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Repair & Maintenance PD	54081	\$47.56
Electronic Business Machines	AR200545	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Repair & Maintenance PW Shop QNN08471	54081	\$9.72
Electronic Business Machines	AR200545	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW Shop QNN08471	54081	\$9.72
Electronic Business Machines	AR200545	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW Shop QNN08471	54081	\$9.72
					54081 Total	\$76.72
Engineering Business Systems Inc	131602	001 007 558 50 31 02	PL-Permit Related Op. Costs	Plotter Ink for Application Signs	54082	\$801.50
					54082 Total	\$801.50

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Everett Stamp Works	31872	410 016 531 10 31 01	SW-Office Supplies	Nameplate - Hentila	54083	\$17.58
Everett Stamp Works	31872	001 005 518 10 31 00	HR-Office Supplies	Nameplate - Lee	54083	\$17.58
Everett Stamp Works	31872	001 003 514 20 31 00	CC-Office Supply	Nameplate - Weaver	54083	\$17.58
Everett Stamp Works	31872	001 010 576 80 31 00	PK-Operating Costs	Nameplate - Wietholter	54083	\$5.85
Everett Stamp Works	31872	101 016 544 90 31 01	ST-Office Supplies	Nameplate - Wietholter	54083	\$5.85
Everett Stamp Works	31872	410 016 531 10 31 01	SW-Office Supplies	Nameplate - Wietholter	54083	\$5.86
Everett Stamp Works	31872	001 004 514 23 31 00	FI-Office Supplies	Nameplates - Crim/Heist	54083	\$35.15
Everett Stamp Works	31872	001 007 558 50 31 00	PL-Office Supplies	Nameplates - Schmidt/Sims	54083	\$35.15
					54083 Total	\$140.60
Everett Steel Inc	338606	101 016 544 90 31 02	ST-Operating Cost	Steel Angles	54084	\$177.88
					54084 Total	\$177.88
Farmer	091021 FARMER	001 007 559 30 32 00	PB-Fuel	Reimburse - Fuel PW80 - Farmer	54085	\$49.60
					54085 Total	\$49.60
Fastenal Company	WAARN151990	001 010 576 80 31 00	PK-Operating Costs	Wrench Kits/Wdg Anchors	54086	\$365.44
Fastenal Company	WAARN152007	001 010 576 80 31 00	PK-Operating Costs	Bits/Wdg Anchors	54086	\$60.25
					54086 Total	\$425.69
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	54049	\$177.57
					54049 Total	\$177.57
Flower World Inc	106859	001 010 576 80 31 00	PK-Operating Costs	Flowers/Plants for Parks	54087	\$452.33
					54087 Total	\$452.33
Gailey	100321 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	PerDiem - Meals ICMA Conf Portland OR - Gailey	54088	\$296.00
					54088 Total	\$296.00
Glass By Lund Inc	67199	001 013 518 20 31 00	GG-Operating Costs	Insulated Glass Installed 1819 S Lake Stevens North Sound PT	54089	\$354.25
					54089 Total	\$354.25
Granite Construction Supply	92147	101 016 544 90 31 02	ST-Operating Cost	Fire Extinguisher Arrows/PVC Sign Substrate	54090	\$98.82
					54090 Total	\$98.82
Greenshields Industrial Supply Inc	109801	101 016 544 90 31 02	ST-Operating Cost	Hex Shanks	54091	\$240.46
					54091 Total	\$240.46
HERC Rentals Inc	32332727-001	101 016 544 90 31 02	ST-Operating Cost	Concrete Selfprop Saw/Road Saw Concrete/ Asphalt	54092	\$788.36
					54092 Total	\$788.36
Honey Bucket	552299040	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	54093	\$123.50
Honey Bucket	552310143	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	54093	\$330.89
					54093 Total	\$454.39
HRA VEBA Trust YA20192	Aug-21	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	54050	\$3,091.92
					54050 Total	\$3,091.92
HSA Bank	Aug-21	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	54051	\$250.00
					54051 Total	\$250.00
HW Lochner Inc	000017878-11	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	54094	\$50,882.78
					54094 Total	\$50,882.78
Industrial Bolt & Supply Inc	765389-1	001 010 576 80 31 00	PK-Operating Costs	Hex Nuts/Washers/Drill Bits/Plugs	54095	\$51.25
Industrial Bolt & Supply Inc	765389-1	101 016 544 90 31 02	ST-Operating Cost	Hex Nuts/Washers/Drill Bits/Plugs	54095	\$51.25
Industrial Bolt & Supply Inc	765389-1	410 016 531 10 31 02	SW-Operating Costs	Hex Nuts/Washers/Drill Bits/Plugs	54095	\$51.24
					54095 Total	\$153.74
International Assoc of Chiefs of Police	180320	001 008 521 20 49 00	LE-Dues & Memberships	IACP Subscriber Dues Oct 2021 - Sept 2022	54096	\$525.00
					54096 Total	\$525.00

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Iron Mountain Quarry LLC	320759	410 016 531 10 31 02	SW-Operating Costs	Rock	54097	\$177.54
					54097 Total	\$177.54
J Thayer Company Inc	1545682-0	001 010 576 80 31 00	PK-Operating Costs	Office Supplies for PW Shop Cabinet	54098	\$289.18
J Thayer Company Inc	1545682-0	101 016 544 90 31 01	ST-Office Supplies	Office Supplies for PW Shop Cabinet	54098	\$289.18
J Thayer Company Inc	1545682-0	410 016 531 10 31 01	SW-Office Supplies	Office Supplies for PW Shop Cabinet	54098	\$289.18
J Thayer Company Inc	1545682-0	001 007 558 50 31 00	PL-Office Supplies	Staplers	54098	\$184.47
J Thayer Company Inc	1545682-0	001 004 514 23 31 00	FI-Office Supplies	Staples	54098	\$7.98
J Thayer Company Inc	1545682-0	001 013 518 20 31 00	GG-Operating Costs	Wipes/Pens/Tape Dispensers/Staplers	54098	\$132.43
J Thayer Company Inc	1546351-0	001 010 576 80 31 00	PK-Operating Costs	Wastebaskets/Wall Files/ Scissors/Markers/White Board/Desk Pads	54098	\$179.13
J Thayer Company Inc	1546351-0	101 016 544 90 31 02	ST-Operating Cost	Wastebaskets/Wall Files/ Scissors/Markers/White Board/Desk Pads	54098	\$179.13
J Thayer Company Inc	1546351-0	410 016 531 10 31 02	SW-Operating Costs	Wastebaskets/Wall Files/ Scissors/Markers/White Board/Desk Pads	54098	\$179.14
J Thayer Company Inc	1546351-1	001 010 576 80 31 00	PK-Operating Costs	Wastebaskets/Markers/Verticle Files/Pencil Cups	54098	\$6.63
J Thayer Company Inc	1546351-1	101 016 544 90 31 02	ST-Operating Cost	Wastebaskets/Markers/Verticle Files/Pencil Cups	54098	\$6.63
J Thayer Company Inc	1546351-1	410 016 531 10 31 02	SW-Operating Costs	Wastebaskets/Markers/Verticle Files/Pencil Cups	54098	\$6.63
J Thayer Company Inc	1546777-0	001 010 576 80 31 00	PK-Operating Costs	Wastebaskets/Toilet Paper/Paper Towels/File Organizer	54098	\$53.44
J Thayer Company Inc	1546777-0	101 016 544 90 31 02	ST-Operating Cost	Wastebaskets/Toilet Paper/Paper Towels/File Organizer	54098	\$53.45
J Thayer Company Inc	1546777-0	410 016 531 10 31 02	SW-Operating Costs	Wastebaskets/Toilet Paper/Paper Towels/File Organizer	54098	\$53.44
J Thayer Company Inc	1546777-1	410 016 531 10 31 01	SW-Office Supplies	File Organizer	54098	\$14.92
					54098 Total	\$1,924.96
Jamie S Kim PS Inc	8Z898260	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	54099	\$300.00
					54099 Total	\$300.00
Kairez	091421 KAIREZ	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund due to COVID - The Mill 10/03/21 Kairez	54100	\$100.00
Kairez	091421 KAIREZ	001 000 362 00 00 05	The Mill - Rental	Refund - The Mill Rental 10/03/21 due to COVID - Kairez	54100	\$235.00
					54100 Total	\$335.00
Lake Industries LLC	40328	410 016 531 10 31 02	SW-Operating Costs	Hauling Services	54101	\$84.00
Lake Industries LLC	289962	410 016 531 10 31 02	SW-Operating Costs	Rock	54101	\$230.30
					54101 Total	\$314.30
Lake Stevens Police Guild	Aug-21	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	54052	\$1,157.25
					54052 Total	\$1,157.25
Lake Stevens Sewer District	12326.01 0921	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	54102	\$87.00
Lake Stevens Sewer District	13135.01 0921	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	54102	\$172.00
Lake Stevens Sewer District	13135.01 0921	410 016 531 10 47 00	SW-Utilities	Sewer - Decant Facility Acct 13135-01	54102	\$172.00
Lake Stevens Sewer District	2538.02 0921	001 010 576 80 47 00	PK-Utilities	Sewer - Lundein Park Acct 2538-02	54102	\$172.00
Lake Stevens Sewer District	3628.02 0921	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	54102	\$86.00
Lake Stevens Sewer District	6294.04 0921	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	54102	\$86.00
Lake Stevens Sewer District	6296.03 0921	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	54102	\$172.00
Lake Stevens Sewer District	6390.03 0921	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	54102	\$168.56
Lake Stevens Sewer District	6666.01 0921	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - N Lakeshore Dr Acct 6666-01	54102	\$86.00
Lake Stevens Sewer District	6671.01 0921	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	54102	\$86.00

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Lake Stevens Sewer District	6810.01 0921	001 012 575 50 47 00	CS- Pavillion - Utilities	Sewer - The Mill Acct 6810-01	54102	\$172.00
Lake Stevens Sewer District	7002.01 0921	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	54102	\$86.00
Lake Stevens Sewer District	8710.03 0921	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	54102	\$86.00
Lake Stevens Sewer District	9902.01 0921	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	54102	\$86.00
					54102 Total	\$1,717.56
Lake Stevens Sewer District	6659.02 0921	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - LS Row Club Acct 6659-02	54103	\$87.00
					54103 Total	\$87.00
Lake Stevens Sewer District	25048	301 016 595 30 60 03	17005- 24th St & 91st Ext	Engineering Fees 91st Ave SE & 24th St SE	54104	\$246.88
					54104 Total	\$246.88
Language Line Services Inc	10301667	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	54105	\$23.10
					54105 Total	\$23.10
Leadership Snohomish County	1148	001 001 513 10 49 01	Executive - Prof. Development	Registration - Signature Class - Gailey	54106	\$3,100.00
					54106 Total	\$3,100.00
Lemay Mobile Shredding Inc	4714727	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	54107	\$12.33
					54107 Total	\$12.33
Les Schwab Tire Center	40200569163	410 016 531 10 31 02	SW-Operating Costs	Flat Tire Repair PW7	54108	\$299.63
					54108 Total	\$299.63
LN Curtis & Sons	CM28251	001 008 521 20 31 05	LE-Equipment - New Officers	Credit - New Officer Uniform Holster - D Dreher	54109	(\$193.75)
LN Curtis & Sons	INV521015	001 008 521 20 31 01	LE-Fixed Minor Equipment	Polos - Beazizo	54109	\$91.11
LN Curtis & Sons	INV521168	001 008 521 20 31 01	LE-Fixed Minor Equipment	Pants - Beazizo	54109	\$235.85
LN Curtis & Sons	INV521555	001 008 521 20 31 01	LE-Fixed Minor Equipment	FTO Pins	54109	\$247.24
LN Curtis & Sons	INV521679	001 008 521 20 31 01	LE-Fixed Minor Equipment	Long Sleeve Shirts - J Uber	54109	\$82.24
LN Curtis & Sons	INV523231	001 008 521 20 31 01	LE-Fixed Minor Equipment	Polo/Jacket/Nameplate - Beazizo	54109	\$280.78
LN Curtis & Sons	INV523910	001 008 521 20 31 05	LE-Equipment - New Officers	Jacket Liner/Shell - D Dreher	54109	\$32.70
LN Curtis & Sons	INV523951	001 008 521 20 31 01	LE-Fixed Minor Equipment	Jacket Shell/Dress Jacket - Beazizo	54109	\$49.32
LN Curtis & Sons	INV523973	001 008 521 20 31 01	LE-Fixed Minor Equipment	Clip on Ties	54109	\$7.09
					54109 Total	\$832.58
Lowes Companies	920367	001 012 575 30 31 00	CS- Museum - Operating	Air Conditioners	54110	\$1,332.04
					54110 Total	\$1,332.04
Madrona Law Group PLLC	10951	410 016 531 10 41 01	SW-Professional Services	Investigation Services 08-2021	54111	\$754.50
					54111 Total	\$754.50
McLoughlin & Eardley Group Inc	258291	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Mini T-Series Lights Red/Blue	54112	\$162.12
					54112 Total	\$162.12
Method Barricade & Construction Supply	14832	101 016 544 90 31 02	ST-Operating Cost	Signs - No Dumping	54113	\$67.98
Method Barricade & Construction Supply	14843	101 016 544 90 31 02	ST-Operating Cost	Signs - Reserved Parking	54113	\$169.96
Method Barricade & Construction Supply	14849	101 016 544 90 31 02	ST-Operating Cost	Signs - Two Hour Parking	54113	\$192.48
Method Barricade & Construction Supply	14855	101 016 544 90 31 02	ST-Operating Cost	Signs - Speed Limit	54113	\$438.98
Method Barricade & Construction Supply	14889	001 010 576 80 31 10	PK - Boat Launch Expenses	Signs - Davies Beach Permit Required/Paid Parking Lot	54113	\$411.95
Method Barricade & Construction Supply	14895	101 016 544 90 31 02	ST-Operating Cost	Signs - No Parking	54113	\$304.11
Method Barricade & Construction Supply	14905	101 016 544 90 31 02	ST-Operating Cost	Hi Viz Warning Markers	54113	\$87.20
					54113 Total	\$1,672.66
Metron and Associates Inc	22150	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Survey Services 21-104 Cypress Isle Lot 27	54114	\$1,855.00
Metron and Associates Inc	22151	001 010 594 76 64 00	PK-Capital Outlay	Prepare NGPA Easement Documents Legal/Map	54114	\$215.83
Metron and Associates Inc	22151	101 016 594 42 64 00	ST-Capital Expenditures	Prepare NGPA Easement Documents Legal/Map	54114	\$215.83
Metron and Associates Inc	22151	410 016 594 31 60 01	SW - Capital Expenditure	Prepare NGPA Easement Documents Legal/Map	54114	\$215.84
					54114 Total	\$2,502.50

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Millerstoultme	9142138869	001 010 576 80 31 00	PK-Operating Costs	Vinyl Cutters	54115	\$20.07
Millerstoultme	9142138869	101 016 544 90 31 02	ST-Operating Cost	Vinyl Cutters	54115	\$20.08
Millerstoultme	9142138869	410 016 531 10 31 02	SW-Operating Costs	Vinyl Cutters	54115	\$20.07
					54115 Total	\$60.22
Nationwide Retirement Solution	91021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	5	\$4,495.37
					5 Total	\$4,495.37
Nelson Distributing Inc	0773961-IN	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel	54116	\$147.56
Nelson Distributing Inc	0773961-IN	001 008 521 20 32 00	LE-Fuel	Fuel	54116	\$3,468.04
Nelson Distributing Inc	0773961-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	54116	\$852.54
Nelson Distributing Inc	0773961-IN	101 016 542 30 32 00	ST-Fuel	Fuel	54116	\$1,705.08
Nelson Distributing Inc	0773961-IN	410 016 531 10 32 00	SW-Fuel	Fuel	54116	\$1,705.08
					54116 Total	\$7,878.30
New York Life	Aug-21	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	54053	\$199.00
					54053 Total	\$199.00
New York Life EFT	91021	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	0	\$57.47
New York Life EFT	91021	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	0	\$50.17
New York Life EFT	91021	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	0	\$138.74
New York Life EFT	91021	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	0	\$84.98
New York Life EFT	91021	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	0	\$118.04
New York Life EFT	91021	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	0	\$340.13
New York Life EFT	91021	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	0	\$229.50
New York Life EFT	91021	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	0	\$1,451.45
New York Life EFT	91021	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	0	\$161.25
New York Life EFT	91021	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	0	\$139.40
New York Life EFT	91021	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	0	\$405.75
New York Life EFT	91021	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	0	\$542.71
					0 Total	\$3,719.59
Northwest Professional Resid & Comm Construction	5547	001 010 576 80 31 00	PK-Operating Costs	Pedestrian Gate Install at PW Shop	54117	\$200.96
Northwest Professional Resid & Comm Construction	5547	101 016 544 90 31 02	ST-Operating Cost	Pedestrian Gate Install at PW Shop	54117	\$200.95
Northwest Professional Resid & Comm Construction	5547	410 016 531 10 31 02	SW-Operating Costs	Pedestrian Gate Install at PW Shop	54117	\$200.95
					54117 Total	\$602.86
NW Geosynthetics Inc	435473	411 016 594 31 60 07	Wier Replacement Scope Design	Sediment Bags/Coir Fabric/Fir Stakes/Straw Wattle Netting	54118	\$1,058.35
					54118 Total	\$1,058.35
O Reilly Auto Parts	2960-288001	101 016 544 90 31 02	ST-Operating Cost	Oil Filter/Fuel Cap/Wiper Blades PW63	54119	\$53.76
					54119 Total	\$53.76
Owen Equipment Company	102925	410 016 531 10 31 02	SW-Operating Costs	Belt PW65 Credit	54120	(\$534.99)
Owen Equipment Company	103147	410 016 531 10 31 02	SW-Operating Costs	Fan for Vactor PW77	54120	\$961.38
Owen Equipment Company	103245	410 016 531 10 48 00	SW-Repairs & Maintenance	Sweeper Repair PW11	54120	\$16,310.96
					54120 Total	\$16,737.35
Performance Marine Inc	26694	001 008 521 21 48 00	LE-Boating Repair & Maint	Marine Boat Maintenance	54121	\$582.00
Performance Marine Inc	26744	001 008 521 21 48 00	LE-Boating Repair & Maint	Maintenance PT67	54121	\$451.98
					54121 Total	\$1,033.98

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Pilchuck Equipment Rental and Sales	1.12E+04	101 016 544 90 31 02	ST-Operating Cost	Scissor Lift Rental	54122	\$601.15
Pilchuck Equipment Rental and Sales	123247-1	411 016 594 31 60 07	Wier Replacement Scope Design	Trash Pump/Discharge Hose/Hose Kit Camlock/Strainer	54122	\$4,204.63
					54122 Total	\$4,805.78
Precision Turf Equipment LLC	12088-48966	001 010 576 80 31 00	PK-Operating Costs	Edger Blades	54123	\$247.74
					54123 Total	\$247.74
Proforce Marketing Inc	461108	001 008 521 20 31 05	LE-Equipment - New Officers	Holographic Sight - New Hire PO #1824	54124	\$1,080.20
					54124 Total	\$1,080.20
Puget Sound Energy	22339471 0921	001 012 575 50 47 00	CS- Pavillion - Utilities	Natural Gas - The Mill	54125	\$60.24
Puget Sound Energy	24316495 0921	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	54125	\$13.02
Puget Sound Energy	24316495 0921	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	54125	\$13.02
Puget Sound Energy	24316495 0921	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	54125	\$13.03
Puget Sound Energy	24770236 0921	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - 10518 18th St SE	54125	\$42.08
Puget Sound Energy	3723810 0921	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - 12301 N Lakeshore Dr	54125	\$43.29
					54125 Total	\$184.68
Purcell Tire & Rubber Company	24249237	410 016 531 10 31 02	SW-Operating Costs	PW Trailer Tires/Valve Caps	54126	\$527.71
					54126 Total	\$527.71
Quilceda Paving & Construction Inc	7201	302 010 594 76 61 12	PM - North Cove Phase 3	Boathouse Paving	54127	\$25,303.70
					54127 Total	\$25,303.70
Rexel USA Inc	1X93155	101 016 544 90 31 02	ST-Operating Cost	Lighting/Wallplates/Outlet Receptacles/Machine Screws	54128	\$129.99
Rexel USA Inc	1X93155	410 016 531 10 31 02	SW-Operating Costs	Lighting/Wallplates/Outlet Receptacles/Machine Screws	54128	\$129.98
Rexel USA Inc	2A05851	001 010 576 80 31 00	PK-Operating Costs	Weatherproof Covers/Electrical Tape	54128	\$16.05
Rexel USA Inc	2A05851	101 016 544 90 31 02	ST-Operating Cost	Weatherproof Covers/Electrical Tape	54128	\$16.05
Rexel USA Inc	2A05851	410 016 531 10 31 02	SW-Operating Costs	Weatherproof Covers/Electrical Tape	54128	\$16.05
Rexel USA Inc	2A61533	410 016 531 10 31 02	SW-Operating Costs	Disconnect Switch/Lighting/Conduit/PVC	54128	\$279.90
					54128 Total	\$588.02
SAFEbuilt Washington LLC	0080104-IN	001 007 558 50 41 04	Permit Related Professional Sr	Inspection Services 08-2021	54129	\$2,226.00
					54129 Total	\$2,226.00
Sherwin-Williams Co	7084-8	001 010 576 80 31 00	PK-Operating Costs	Paint Rollers	54130	\$18.87
					54130 Total	\$18.87
Snohomish County Public Works	I000569938	410 016 591 31 78 01	SW-Parkway Crossing Det Pond	ILA SW Mgmt Parkway Crossing	54131	\$10,700.00
					54131 Total	\$10,700.00
Snohomish County PUD	105638399	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	54132	\$126.35
Snohomish County PUD	105643611	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 - 1819 S Lake Stevens Rd Commercial	54132	\$709.90
Snohomish County PUD	108940751	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	54132	\$57.70
Snohomish County PUD	118829355	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	54132	\$53.52
Snohomish County PUD	118836746	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	54132	\$107.10
Snohomish County PUD	118836746	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	54132	\$233.69
Snohomish County PUD	118836746	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	54132	\$2,326.39
Snohomish County PUD	118836746	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	54132	\$16.60
Snohomish County PUD	118836746	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	54132	\$33.32
Snohomish County PUD	118836746	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	54132	\$63.38
Snohomish County PUD	118836746	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	54132	\$26.32
Snohomish County PUD	118836746	001 012 575 50 47 00	CS- Pavillion - Utilities	200206019 The Mill Electric	54132	\$356.34
Snohomish County PUD	118836746	001 012 575 50 47 00	CS- Pavillion - Utilities	200206019 The Mill Water	54132	\$53.18
Snohomish County PUD	122150896	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Electric 12308 17th Pl NE	54132	\$19.32

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Account Name</u>	<u>Description</u>	<u>Check #</u>	<u>Amount</u>
Snohomish County PUD	122150896	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Water 12308 17th Pl NE	54132	\$24.58
Snohomish County PUD	122150897	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	54132	\$120.32
Snohomish County PUD	125469240	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	54132	\$79.17
Snohomish County PUD	125469240	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	54132	\$64.74
Snohomish County PUD	128737796	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	54132	\$10.45
Snohomish County PUD	128737796	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	54132	\$10.45
Snohomish County PUD	128737796	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	54132	\$10.44
Snohomish County PUD	128744123	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	54132	\$230.04
Snohomish County PUD	132055222	001 012 575 30 47 00	CS- Museum - Utilities	200558690 N Lakeshore Dr Electric/Water	54132	\$81.74
Snohomish County PUD	135360484	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	54132	\$147.40
Snohomish County PUD	138560793	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	54132	\$48.96
Snohomish County PUD	138560793	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	54132	\$48.96
Snohomish County PUD	138560793	410 016 531 10 47 00	SW-Utilities	222947715 Hartford Industrial Electric/Water	54132	\$48.97
Snohomish County PUD	138566759	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	54132	\$62.79
Snohomish County PUD	148507720	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	54132	\$10,980.64
Snohomish County PUD	148507721	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	54132	\$1,500.18
Snohomish County PUD	148507722	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	54132	\$1,251.30
Snohomish County PUD	164623513	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	54132	\$67.55
Snohomish County PUD	164624490	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	54132	\$28.30
Snohomish County PUD	167832004	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	54132	\$127.92
					54132 Total	\$19,128.01
Sound Publishing Inc	EDH936510	001 013 518 30 41 01	GG-Advertising	CC Special Meeting Council Retreat	54133	\$36.40
Sound Publishing Inc	EDH936877	001 013 518 30 41 01	GG-Advertising	Salary Comm Special Meeting 08/30/21	54133	\$37.80
Sound Publishing Inc	EDH937112	001 007 558 50 41 03	PL-Advertising	Permissible Use SEPA	54133	\$75.60
Sound Publishing Inc	EDH937223	001 007 558 50 41 03	PL-Advertising	Permissible Use Table	54133	\$44.80
Sound Publishing Inc	EDH937265	001 013 518 30 41 01	GG-Advertising	CC Public Hearing 09/14/21	54133	\$23.80
Sound Publishing Inc	EDH937272	001 007 558 50 41 03	PL-Advertising	LUA2021-0133 Amend to LSCM 14	54133	\$65.80
Sound Publishing Inc	EDH937480	001 007 558 50 41 03	PL-Advertising	LUA2021-0150 NC Park Ped Bridge Abutment Removal	54133	\$103.60
Sound Publishing Inc	EDH937759	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0024 West Lake Townhomes DNS	54133	\$107.80
Sound Publishing Inc	EDH937762	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0024 West Lake Townhomes NOPH	54133	\$86.80
					54133 Total	\$582.40
Sound Security Inc	1022679	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Instrusion/Fire/Elevator Monitoring PD 09-2021	54134	\$1,125.00
Sound Security Inc	1024316	001 008 521 20 31 02	LE-Minor Equipment	Reader Type Change Out PD	54134	\$434.92
					54134 Total	\$1,559.92
Steadman Commercial Real Estate Services LLC	91421	001 013 518 20 41 00	GG-Professional Service	Broker Services 1819 S Lake Stevens Rd - LS Physical Therapy	54135	\$3,069.47
					54135 Total	\$3,069.47
Steuber Distributing Co	2909518	001 010 576 80 31 00	PK-Operating Costs	Root Barrier	54136	\$491.40
					54136 Total	\$491.40
StreetScan	10630	101 016 542 30 41 00	ST-Pavement Preservation	Asset Management Module/Annual License/Implementation	54137	\$9,900.00
					54137 Total	\$9,900.00
SVR Inc	26119	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Rental - PW Shop	54138	\$1,020.35
					54138 Total	\$1,020.35
Symbol Arts	0399751-IN	001 008 521 20 31 01	LE-Fixed Minor Equipment	State Seal Badges	54139	\$119.90
					54139 Total	\$119.90

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Account Name</u>	<u>Description</u>	<u>Check #</u>	<u>Amount</u>
Teamsters Local No 763	Aug-21	001 000 284 00 00 00	Payroll Liability Other	Union Dues	54054	\$1,356.00
					54054 Total	\$1,356.00
Teamsters Welfare Trust Dental EFT	91021	001 000 282 00 00 00	Payroll Liability Retirement	Teamsters Dental Premium	0	\$2,614.40
					0 Total	\$2,614.40
Technological Services Inc	20935	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Trunk Water Leak Repair/Battery Replace - 14 Chevy Impala	54140	\$354.36
Technological Services Inc	20948	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation/Brake Inspect PT-21-93	54140	\$128.91
Technological Services Inc	20962	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation/Wiper Replace PT-18-78	54140	\$157.75
Technological Services Inc	20971	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation/Brake Inspect PT-20-88	54140	\$83.34
					54140 Total	\$724.36
The Integrated Technologies Group Inc	9542	001 008 521 50 48 00	LE-Facility Repair & Maint	PD AV Cabling/Install Volume Control Plate	54141	\$1,348.33
					54141 Total	\$1,348.33
Twohy	101621 TWOHY	001 000 362 00 00 05	The Mill - Rental	Refund - Mill Rental 10/16/21 Twohy	54142	\$1,800.00
Twohy	101621 TWOHY	001 000 382 10 00 01	The Mill - Deposit	Refund - Mill Rental Deposit 10/16/21 Twohy	54142	\$500.00
Twohy	101621 TWOHY	001 000 362 00 00 05	The Mill - Rental	Refund - Outdoor Plaza Mill Rental 10/16/21	54142	\$75.00
					54142 Total	\$2,375.00
ULINE	137705838	001 010 576 80 31 00	PK-Operating Costs	Dog Waste Bags/Sanitary Napkin Receptacle Liner/Gloves	54143	\$463.33
ULINE	138030863	001 010 576 80 31 00	PK-Operating Costs	Soap/Trash Cans/Lids/Dry Erase Boards/Paper Towels	54143	\$466.13
ULINE	138030863	101 016 544 90 31 02	ST-Operating Cost	Soap/Trash Cans/Lids/Dry Erase Boards/Paper Towels	54143	\$466.13
ULINE	138030863	410 016 531 10 31 02	SW-Operating Costs	Soap/Trash Cans/Lids/Dry Erase Boards/Paper Towels	54143	\$466.13
ULINE	138077536	001 012 572 20 31 00	CS- Library-Office & Operating	Sharps Container/Disposable Face Masks - Library	54143	\$309.53
ULINE	138113596	001 010 576 80 31 00	PK-Operating Costs	Stackable Chairs/Mesh Chairs/Coat Hook/Soup	54143	\$722.05
ULINE	138113596	101 016 544 90 31 02	ST-Operating Cost	Stackable Chairs/Mesh Chairs/Coat Hook/Soup	54143	\$722.06
ULINE	138113596	410 016 531 10 31 02	SW-Operating Costs	Stackable Chairs/Mesh Chairs/Coat Hook/Soup	54143	\$722.06
					54143 Total	\$4,337.42
UPS	0000074Y42361	001 008 521 20 42 00	LE-Communication	Evidence Shipping	54144	\$1.64
					54144 Total	\$1.64
US Bank St Paul	6209055	210 000 592 75 85 00	2008 Bond Fees	LAKSGOREF08A LTGO Bond 2008A Bond Fees	54145	\$300.00
					54145 Total	\$300.00
US Bank St Paul	6209056	214 008 592 21 85 00	2019A LTGO Bond Fees	LAKSLTGO19A1 LTGO Bond 2019A-1 Bond Fees	54146	\$300.00
					54146 Total	\$300.00
US Bank St Paul	6209057	214 008 592 21 85 00	2019A LTGO Bond Fees	LAKSLTGO19A2 LTGO Bond 2019A-2 Bond Fees	54147	\$300.00
					54147 Total	\$300.00
US Bank St Paul	6209058	215 000 592 95 85 00	2021A LTGO Bond Fees	LAKSLTGO21A LTGO Bond 2021A Bond Fees	54148	\$336.16
					54148 Total	\$336.16
Vantagepoint Transfer Agents - 108991	Aug-21	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	54055	\$412.35
					54055 Total	\$412.35
Vantagepoint Transfer Agents - 307428	Aug-21	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	54056	\$1,771.67
					54056 Total	\$1,771.67
Washington State Support Registry	91021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$544.50
					0 Total	\$544.50

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Account Name</u>	<u>Description</u>	<u>Check #</u>	<u>Amount</u>
Western Conference of Teamsters Pension Trust	Aug-21	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	54057	\$3,675.28
					54057 Total	\$3,675.28
Willards Pest Control Co	368061	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Spider Service - PD	54149	\$109.00
Willards Pest Control Co	368062	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	54149	\$69.76
Willards Pest Control Co	368066	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	54149	\$130.80
					54149 Total	\$309.56
WM Corporate Services Inc	0881741-4968-7	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Service - 12699 36th St NE	54150	\$124.00
					54150 Total	\$124.00
Yarkut	091521 YARKUT	001 007 559 30 43 00	PB-Travel & Mtgs	PerDiem - Mileage WACE Conf Leavenworth WA - Yarkut	54151	\$118.32
					54151 Total	\$118.32
Ziply Fiber	0921 ZIPLY	001 012 575 30 42 00	CS- Museum - Communications	Telephone Services Museum	54152	\$220.36
Ziply Fiber	0921 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	54152	\$60.90
					54152 Total	\$281.26

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
Tuesday, August 24, 2021, at 6:00 p.m.
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, Mary Dickinson, Anji Jorstad, and Steve Ewing

ELECTED OFFICIALS ABSENT: Shawn Frederick (arrived at 6:30 p.m.) and Marcus Tageant (Arrived at 6:26 p.m.)

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

Call to Order:

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

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present except Councilmember Frederick and Councilmember Tageant.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Petershagen, to excuse Councilmember Frederick and Councilmember Tageant. The motion passed 5-0-0-2.

Approval of Agenda:

Councilmember Jorstad stated that she had some questions on the vouchers. She also asked to add an additional discussion item to discuss the recent Herald articles on the permit issue at North Cove and the L & I appeal.

City Clerk Chelin asked to move the Police Employment Contract to action items in order to make a few edits.

MOTION. Councilmember Dickinson made a motion, seconded by Councilmember Jorstad, to approve the agenda with the changes noted. The motion passed unanimously.

Citizen Comments:

There were no public comments.

Council Business:

Councilmember Jorstad relayed that August 31 is National Overdose Awareness Night.

Councilmember Ewing thanked Councilmember Jorstad for mentioning that. He also stated that he participated in a suicide awareness walk that had a great turnout. He lastly thanked the Youth Advisory Council.

Councilmember Dickinson stated that she attended Chief Dyer's retirement party and she was sad to see him go.

Councilmember Petershagen also participated in the suicide awareness walk and stated he was happy to be a sponsor.

Councilmember Daughtry stated that the last Coffee Klatch at the War Memorial was very successful. He stated that the Veterans Commission also adopted a portion of highway along 204 and did some clean up. He attended the last SCCIT meeting and there is money slated for the trestle. He also said he was sad to see Chief Dyer leave the City.

Mayor Business:

Mayor Gailey also participated in the suicide awareness walk. He stated that this Thursday he will participate in a torch run with the Police Department. Also, the first Community Advisory Council Meeting was last night, and it was a great meeting. He introduced New Police Chief Jeff Beazizo and read a Proclamation into the record for Childhood Cancer Awareness Month – September 2021

Note: Councilmember Tageant arrived at 6:26 p.m.

Note: Councilmember Frederick arrived at 6:30 p.m.

City Department Report:

Interim Chief Beazizo introduced New Police Officer Dreher.

Consent Agenda:

Councilmember Jorstad asked a few questions on the vouchers.

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

The consent agenda included the following:

Vouchers

City Council Meeting Minutes of July 6, 2021

City Council Meeting Minutes of July 13, 2021

City Council Meeting Minutes of July 30, 2021

WSDOT Turnback Agreement for SR9 and South Lake Stevens Road Intersection

WSDOT Temporary Easement and Warranty Deed SR 9 and South Lake Stevens Road

Extension to Interlocal Agreement for the 2021 Snohomish Regional Drug Task Force

Action Items:**Employment Contract for Police Chief Jeff Beazizo**

City Clerk Chelin reviewed a few edits to the Employment Contract.

MOTION: Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve the Employment Contract for Police Chief Beazizo with the changes. The motion passed 7-0-0-0.

Discussion Items:

Director Warrington gave an update on the L & I Appeal as requested. A decision will be announced in October.

City Administrator Brazel gave an update on the bridge at North Cove Park. The City is moving forward and working with the agencies and contractors.

Director Durpos reported on Festival Street. This project has been a couple of weeks behind but is moving forward.

Mayor Gailey reminded Council that the Council retreat is scheduled for Friday.

Councilmember Frederick urged everyone to get vaccinated due to the Covid numbers.

Adjournment:

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Tageant, to adjourn the meeting. The motion passed 7-0-0-0. The meeting adjourned at 6:50 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL/RETREAT MEETING MINUTES**

Friday, August 27, 2021, 9:00 a.m.
By Remote Participation via Zoom

CALL TO ORDER: 9:00 a.m. by Mayor Brett Gailey

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

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, IT Director Troy Stevens, City Attorney Greg Rubstello and Police Chief Jeff Beazizo

Call to Order:

The meeting was called to order at 9:00 a.m. by Mayor Brett Gailey.

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present except Councilmember Frederick who is running a little late.

Discussion Items:

Last Retreat Recap

City Administrator Brazel went through the recap from last retreat and the progress that has been made.

Mid-Year Finance Update

Finance Director Stevens gave an update on mid-year financials.

Note: Councilmember Frederick arrived at 9:33 a.m.

2022 Capital Priorities

Director Wright reviewed the 2022 Capital Priorities with the Council.

Council took a break from 10:00 to 10:15 a.m.

Civic Center Funding/Next Steps

Director Wright reviewed the next steps on the Civic Center.

Economic Development:

Director Wright reviewed and discussed the following with Council:

- 20th Street SE/Everett waterline update
- Future Growth
- 91st Visioning

The Council took a break for lunch at 11:51 p.m.

The Council returned at 12:31 p.m.

Parks:

Director Wright reviewed the following topics with the Council.

- Park Benefit District
- Parks Dept. / Amenities
- Museum Update

2022 Budget Properties

Director Stevens and Director Wright reviewed the budget proprieties.

Adjourn

Hearing no further business, Mayor Gailey adjourned the retreat at 2:13 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY OF LAKE STEVENS
CITY COUNCIL WORKSHOP MEETING MINUTES
Tuesday, September 7, 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 and Anji Jorstad

ELECTED OFFICIALS ABSENT: Marcus Tageant (Joined at 6:07 p.m.) 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 Jeff Beazizo, Human Resources Director Anya Warrington and City Clerk Kelly Chelin

Discussion Items:

Amendment to Interlocal Agreement with City of Marysville Regarding Development and Improvements to Powerline Trail – Russ/Jill

Director Wright explained that the City of Lake Stevens and City of Marysville entered into an interlocal agreement in July 2019 to partner in efforts of trail design, development and location of a multi-use, non-motorized trail and amenities that connect both communities. The Covid-19 crisis has resulted in delays in the planning and development of the Powerline Trail and more time has been requested to facilitate the project planning and construction. An increase in preliminary design timeline from two years to four years and an increase in final design timeline from three to six years is included in this amendment. Also included is a trail completion date of ten years instead of seven years. The original agreement outlined the location of parking and restroom facilities to be within one half mile of the intersection of Soper Hill Rd. Marysville owns property suited for this use within one mile of the Soper Hill Rd intersection and has requested a change to allow siting the facility within one mile of the original intersection.

After discussion, the Council will bring this back to a future meeting after Director Wright collects more information.

Revised Ordinance 1119 – Amendments to LSCM 14.44.097 Marijuana Facilities – Russ

Director Wright explained that on June 8, 2021 the City Council held a public hearing on proposed changes to the city's marijuana (cannabis) regulations codified in LSCM 14.44.097 related to changes in buffers and overall industry caps. This followed a complete review by the Planning Commission. At its July 6, 2021 meetings, City Council requested staff revisit the square footage allocation producers/processors under the adopted cap of 70,000 square feet for marijuana (cannabis) businesses per Ordinance 1119. The City Attorney opined that the Council could revise the Ordinance without additional Planning Commission review as the topic had been discussed previously. As adopted, cannabis facilities are capped at 17,000 square foot for stand-alone processors and 54,000 square foot for producer/processors. City Council indicated

that they would like to have the cap more flexible to encourage a transition from producers to processors as the latter has a greater potential for job production. Staff recommended the following change to the language at the meeting: (f) Size and Number. (1) State-licensed marijuana producers will be limited in size to Tier 2 production facilities, pursuant to WAC 314-55-075. (2) The maximum amount of space allotted for State-licensed marijuana production and processing facilities will be limited to 5470,000 square feet citywide, with production facilities not to exceed 54,000 square feet. (3) A marijuana retailer will be limited in size to 1,000 total square feet or less including sales, storage, office and other incidental spaces. (4) The total number of marijuana retailers shall be one. (5) The maximum amount of space allotted for State-licensed standalone marijuana processing will be limited to 17,000 square feet Citywide.

Ordinance 1119 will come back to a future meeting for action.

Ordinance 1117 Cannabis Business License Fees – Russ

Director Wright explained that at its March 16, March 30 and July 6 meetings, the Mayor and staff briefed City Council on proposed changes to the city's business license code to create a license fee for cannabis (marijuana) businesses based on gross square footage. The proposed business license fee for cannabis producers and processors would start at \$6.00 in 2021 and escalate annually up to \$9.00 in 2024. At \$6.00 a square foot, this fee would generate \$406,476 for current facilities (53,546 square feet producers and 14,200 square feet processors). At buildout this fee would approach \$639,000 (71,000 @ \$9.00). The special business license fee is proposed for several reasons. 1. Since cannabis production was legalized in Washington State, local communities have not received proportionate compensation from these businesses to address public health and safety issues such as increased nuisance complaints, police calls and code enforcement issues disproportionate to other business classifications licensed in the city. 2. Cannabis processing facilities are land intensive but add fewer jobs than other types of industrial uses, which limits the city's ability to meet growth targets for job production – land intensive uses are discouraged in the Comprehensive Plan. 3. Cannabis facilities in Lake Stevens are in proximity to the Centennial Trail, a regional tourist draw for the city and county, which has the potential to discourage trail users from visiting and shopping in Lake Stevens and may affect economic development and investment in these industrial areas.

At its July 6 meeting Council reviewed the data prepared by Toyer Strategic Advisors that detailed license fees imposed in different California cities. In general, most Councilmembers were comfortable with the proposed fee, as they believed it would not overly burden small businesses and was proportionate to the identified needs. Before making a decision, Council wanted more information about the variation in fees as they exceed the license fees proposed in Ordinance 1117. Based on the updated research provided by Toyer Strategic Advisors, price variations relate to the evolving tax structure for cannabis businesses and the distinction between non-profits, medical and recreational producer/processors. Their research also indicates that many cities in Northern California have adjusted their rates to be around \$8.00 per square foot and the industry prefers this structure as it is more predictable and equitable. Based on this information, the proposed Lake Stevens fee would be proportionate to the \$8.00 per square foot as Washington State collects state taxes for this industry that would be in addition to the proposed license fee to augment local needs. As pointed out by Council previously, these fees can be adjusted in the future if needed or increased at the inception of the program.

After lengthy discussion, this item will come back to a future meeting for further discussion.

Adjourn:

Hearing no further business, the meeting was adjourned at 7:01 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
Tuesday, September 14, 2001 at 6:00 p.m.
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 Jeff Beazizo, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, Senior Planner David Levitan, City Attorney Greg Rubstello.

Call to Order:

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

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present.

Approval of Agenda:

City Clerk Chelin stated there will be an executive session at the end of the meeting to discuss Potential Litigation per RCW 42.30.110 1 (i).

Citizen Comments:

Jacque Longley, Lake Stevens. Ms. Longley stated there has been some failures and oversights at City Hall.

Sue Fernald, Lake Stevens. Ms. Fernald asked for more detail on the museum survey.

Gabe Schmuck, Lake Stevens. Mr. Schmuck spoke against the Kids Oasis park demolition.

Council Business:

Councilmember Ewing stated that he sat on the interview panel for Library Board and Salary Commission with great candidates. He stated that the Youth Advisory Council meeting was great. He also attended an excellent Health Board meeting today.

Councilmember Tageant reminded Council there is a Coffee Klatch at Buzz Inn this Saturday. Councilmember Jorstad reported that she visited the Volunteers of America site and they have great services and resources. She would like to discuss potential funding for them in the next budget cycle.

Councilmember Petershagen spoke about the increase in traffic at the schools.

Councilmember Dickinson relayed that she attended the last Senior Center Board meeting. They recently received \$5,000 from the Stillaguamish Tribe.

Mayor Business:

Mayor Gailey read the Proclamation to Lower Flag for Bernadette Quinn – US Army into the record.

Vern Rasmussen of the Legion thanked the Mayor for the proclamation. He stated that there will be a gathering at the War Memorial this Saturday.

Mayor Gailey also stated that he attended the last APWA Conference and got a lot of great ideas for the City.

City Department Report:

Director Durpos introduced new City Engineer Ryan Wietholter and Storm Supervisor Eric Hentila.

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

Board Appointments to Library Board and
Salary Commission

Public Hearing:**Impact Fee Code Amendments (LUA2021-0133)**

Manager Levitan explained that Impact fees are one-time charges that cities, counties, and special service districts may collect to fund public facility or capital improvements needed to help mitigate the impacts from development. Impact fees may only be used to fund “system improvements” identified in the city’s (or district’s) capital facilities plan. They must be reasonably related and proportional to the impacts of the proposed development and may not be used to correct existing deficiencies. City and school district impact fees are identified on pages 4/5 of the city’s fee resolution, which is updated annually.

Per RCW 82.02.050-110 and WAC 365-196-850, local jurisdictions may impose impact fees on:

- Public streets and roads (traffic)
- Public parks, open space, and recreation facilities
- Schools
- Fire protection facilities

The Lake Stevens Municipal Code (LSMC) currently includes sections related to the following impact fees:

- School Impact Mitigation (LSMC 14.100)
- Traffic Impact Mitigation Fees (LSMC 14.112)
- Park Impact Mitigation Fees (LSMC 14.120)

Staff introduced a list of potential amendments to LSMC 14.100, 14.112, and 14.120 to the Planning Commission during a June 16 work session which are needed to account for recent and future annexations (including the Southeast Interlocal Annexation). Staff noted that the city’s recent adoption of higher SEPA flexible thresholds for minor new construction may exempt several projects that the city previously was able to utilize its SEPA substantive authority to

evaluate and impose mitigation, including impact fees. Commissioners reviewed staff's recommended changes to the school and traffic impact fees and suggested several minor revisions, which staff incorporated into the draft code amendment presented to the Planning Commission at their August 18, 2021 public hearing.

Staff is recommending approval of Ordinance 1123 which would amend LSMC Sections 14.100 (School Impact Mitigation) and 14.112 (Traffic Impact Mitigation Fees) consistent with the Planning Commission's recommendation.

Mayor Gailey opened the public hearing at 6:46 p.m.

There were no comments.

Mayor Gailey closed the public hearing at 6:47 p.m.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Daughtry, to approve Ordinance 1123 to approve the Impact Fee Code Amendments (LUA2021-0133). The motion passed 7-0-0-0.

Public Works Surplus Equipment

Director Durpos explained that the following equipment and vehicles need to be surplused from the City's inventory:

PW53 2006 Ford Explorer
PW68 2007 Chevy Impala
PW 29 1996 Vermeer Chipper
PW 4 2007 Crown Victoria
PW 61 2005 Chevy Blazer
PW 71 2006 Chevy Impala
PW28 GMC Sweeper Tenant

Mayor Gailey opened the public hearing at 6:49 p.m.

There were no comments.

Mayor Gailey closed the public hearing at 6:49 p.m.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Frederick, to approve the listed vehicles for surplus. The motion passed 7-0-0-0.

Executive Session:

The meeting recessed to executive session at 6:52 p.m. to discuss Potential Ligation per RCW 42.30.110 1(i) for approximately 15 minutes. There will be no action.

The meeting reconvened to regular session at 7:07 p.m.

Adjournment:

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Frederick, to adjourn the meeting. The motion passed 7-0-0-0. The meeting adjourned at 7:10 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council
Date:

Agenda September 28, 2021

Subject: Establishment of Deputy Chief of Police

Contact	Jeffrey Beazizo, Chief of Police	Budget Impact	\$28,052.40
Person/Department:	Anya Warrington, HR Director		

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve to reclassify the Support Services Commander permanently to Deputy Chief of Police, Range NRE67.

SUMMARY/BACKGROUND:

At the April 27, 2021, City of Lake Stevens Council Meeting previous Chief John Dyer requested a reorganization of the LSPD Command Staff. Council approved the reorganization which moved one of the two Commander position to an Interim Deputy Chief position through December 2021. Since then, the Interim Deputy Chief has been vacated by promotion to Chief of Police. In order to fill the role of Deputy Chief, staff requests that City Council approve the permanent Deputy Chief position ahead of schedule (as discussed at the 9/21/21 staffing plan update). Below is a recap how the Interim Deputy Chief role played a vital role in the Police Department over the past few months.

Ultimately, the responsibility for setting strategic goals, creating and implementing the departments vision and mission, communicating with stakeholders and the public, maintaining awareness of areas of threats (social impacts, legislation, trends, etc.), partnership opportunities and maintenance, and making major decisions, rests on the Chief's shoulders. As the city and department grows, these duties will take on more importance and the Chief's focus should be on these areas.

The previous proposal was to rearrange the command structure of the department to eliminate the Support Services Commander position and add a Deputy Chief position.

There were two main objectives this change accomplished:

1. Enabled the Chief to focus on the strategic direction and external activities essential to a growing community and Department. The creation of this position allowed the Chief to spend more time focusing on strategic planning, the external factors effecting police operations, partnerships, outreach, communication, and the collaboration needed to make a law enforcement organization successful.
2. Operationalized the vision of the Chief and the City into a cohesive plan of action across all departments, improving outcomes:

- a. It was important to have a single point person that translates the vision and mission into a strategic plan of action. Then, this person oversaw the plan's execution and managed tasks to transform the vision into reality.
- b. This position provided improved coordination among the divisions toward a common goal.
- c. As with a Chief Operating Officer in private business, or the Executive Officer in the military, this position allowed the Deputy Chief to oversee the day-to-day administrative and operational functions of the operations of the department.
- d. The Deputy Chief had more authority in dealing with outside agencies, which usually means working with the command staff at larger organizations.
- e. The Deputy Chief acted as a trusted partner with the Chief of Police, in giving advice and information which leaded to the successful execution of the department's strategy. This position's uniqueness is the critical part it plays with regard to the department's operational success and consequently, its performance.

Two other positive outcomes:

- 1. The Deputy Chief position ensured a clear chain of command and authority by being designated Acting Chief during the absence of the Chief.
- 2. In the context of succession planning, it is important to provide internal employees the experience and training needed to be eligible for the next career step.

BUDGET IMPACT: Due to the recruiting process for this role, we do not intend a 2021 budget impact. For 2022, the position would be placed into the Police Department Budget. The reclassification of a Commander to a Deputy Chief has a year 1 impact of approximately \$28,052.40 (this includes salary and benefits).

ATTACHMENTS:

None



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 28, 2021

Subject: Acceptance of Washington State Parks & Recreation Commission – Recreation Boating Program & Federal Financial Assistance Grant

Contact

Person/Department: Jeffrey Beazizo, Chief of Police **Budget Impact:** 25% of awarded grant

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Washington State Parks & Recreation Commission – Recreation Boating Program & Federal Financial Assistance Grant

SUMMARY/BACKGROUND:

Lake Stevens Police Department partners with the Washington State Parks and Recreation Commission Boating Program. The purpose of this agreement is to set forth the obligations of both parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant.

Under this grant program, the purpose of a marine patrol unit is to enforce RCW 79A.60 Regulation of Recreational Vessels and provide emergency response to boating accidents that occur on the water. All grants are awarded based on the potential success and ability of the marine patrol unit to provide such service to the boating community.

The agency must match 25% of their allocated Federal Financial Assistance Grant with local funds. The grants may be utilized for the purchase, maintenance, and operation of vessels, marine equipment, educational material and personnel salaries.

The term of this agreement, once signed by all parties, shall end on September 30, 2022.

ATTACHMENTS:

- Exhibit A: Washington State Parks & Recreation Commission Subrecipient Grant Agreement – Federal Financial Assistance Grant Agreement

WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT



Agreement No. MLE xxx-xxx

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (WSPRC) acting by and through its Marine Law Enforcement Program ("MLE or "Recipient") and Lake Stevens Police Department ("Subrecipient"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), WSPRC has determined this to be a "Subrecipient" relationship under 2 CFR 200.330. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient's Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the "Project."

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term:** See *Section 5.1 – Term*
- **Project Completion:** See *Section 5.2 – Project Completion*
- **Subrecipient's Authorized Representative:** See *Section 6.2 – Subrecipient's Authorized Representative*.
- **Project completion date:** See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled]*.
- **Grant Funds:** See *Section 9.2 – Grant Funds*.
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards (2 CFR §200.331(A) (1)):** See *Exhibit B*

- **Subrecipient's Completed FFA Grant Application:** See *Attachment A*.
- **Subrecipient's Completed Budget Form:** See *Attachment B*.

SECTION 4: DEFINITIONS

4.1 Attachment: A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.

4.2 MLE: The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (WSPRC). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.

4.3 Equipment. Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

4.4 Exhibit: A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.

4.5 RBS Officer: Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington state Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.

4.6 Boating Safety Inspection: A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington states Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.

4.7 Law Enforcement Vessel: A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.

4.8 Recreational Vessel: Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.

4.9 Subrecipient: A Non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).

4.10 Subrecipient Grant Agreement: Also known as a subaward. Defined in federal regulation as "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be

provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).

- 4.11 **Small agency:** An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.
- 4.12 **Medium agency:** An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.
- 4.13 **Large agency:** An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.
- 4.14 **Boating Safety Program approval:** means that the county or local jurisdiction has entered into an agreement with state parks to develop and maintain a boating safety program meeting minimum requirements established by state parks.

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 **Term.** This Agreement is effective on the date of the last signature and terminates on September 30, 2022, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life*.
- 5.2 **Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to MLE on or before October 15, 2022. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.
- 5.3 **Closeout.** (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1 WSPRC MLE Program Authorized Representative is:

Matthew M. Stowers, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Matt.Stowers@parks.wa.gov

Backup:

Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Rob.Sendak@PARKS.WA.GOV

6.2 Subrecipient's Authorized Representative is:

Chief Jeffrey Beazizo
City of Lake Stevens
1825 S. Lake Stevens Road
Lake Stevens, Wa. 98258
jbeazizo@lakestevenswa.gov
425-622-9401

6.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's FFA Grant Application Attachment "A".

The Subrecipient shall complete the approved project no later than September 30, 2022 as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.
- All request for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed
- Appropriate proof of completion has been provided to MLE

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Design Preparation. The Subrecipient shall design a project that will have a reasonably likelihood of positively impacting the reduction of boating accidents, boating injuries, and boating fatalities. Such design shall include applicable items on the Checklist for Plans and Specifications as provided in the Subrecipient's MLE Grant Application (Attachment "A").

7.1.3 Purchase. The Subrecipient shall make no purchases in excess of \$2,500.00 without prior written authorization by MLE. All purchases must be in the furtherance of recreational boating safety and must adhere to the guidelines set out in the in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants manual. (Attachment "C").

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

- a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by MLE, where the Subrecipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

7.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: "*Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act.*"

7.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel, a sign identifying WSPRC, may, Federal Agency's and specific federal grant program's participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: "*Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment.*"

7.1.8 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Payments. Subrecipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

7.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.11 Indemnification by Subrecipient's Contractors. For purposes of this Section 7.1.11 – *Indemnification by Subrecipient's Contractors* the term "contractor" means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

7.2 Responsibility of Marine Law Enforcement Program (MLE):

7.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

- 8.1.1** Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission.
- 8.1.2** RBS salaries to include time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state and who have completed an RBS courses acceptable to State Parks (BMLE or equal).

8.1.3 Time, salaries, benefits and wages for officers or deputies who possess a Washington State

Peace Officers Certification, are fully commissioned to enforce the laws of Washington state, and who have not completed a BMLE course is acceptable **ONLY** when working with an RBS trained officer **AND** when the agency has a written “two-officer policy for officers on marine patrol for the purpose of officer safety.

- 8.1.4** Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Cost may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed State Parks *Adventures in Boating Instructor* Training Class and are listed on our files.
- 8.1.5** RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”)
- 8.1.6** RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”). Any equipment expenditures over two thousand two hundred and fifty dollars (\$2,250.00) must receive authorization from state parks prior to purchase.
- 8.1.7** Educational publications which promote RBS education that are already prepared or the creation, design and printing of publications
- 8.1.8** Promotion of Adventures in Boating classes, including presentation materials, light refreshments and room rental for classes.
- 8.1.9** Other items as deemed by MLE to be necessary to complete the project
- 8.1.10** Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors

8.2 Non-Allowable Costs and Expenditures.

- 8.2.1** Bullet proof vests are beneficial, however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.
- 8.2.2** Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- 8.2.3** Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.
- 8.2.4** Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated

by the boating program is not an allowable expense.

- 8.2.5 Firefighting equipment is not an allowable expense.
- 8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.
- 8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)
- 8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.
- 8.2.9 Other items as deemed by MLE to be necessary to complete the project

8.3 **Conditions Precedent to Any Reimbursement.** MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

- a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE;
- b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash or in-kind contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the “Document #” column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award
- Have Subrecipient’s business name clearly identified
- Clearly identify the cost and the amount paid & show zero-balance due

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as “ineligible costs”.

- c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete-expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarter basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **\$TBD**.
- d. MLE will reimburse Subrecipient up to an additional \$5,000.00 who supply a

recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of \$500.00 per day will be awarded. The additional award is available for use commencing on June 1, 2022.

- e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient's Subrecipient Grant Application that was accepted by MLE. The Subrecipient's budget is attached to this agreement (Attachment "B"). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.
- f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has have been received, reviewed and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and
- b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and
- c. Inspection and approval of the Project by MLE Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **\$TBD** to the Subrecipient to fund the Project.

9.3 Match. The Subrecipient shall contribute at least twenty-five (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or in-kind services provided such services are reasonable and necessary for grant purposes. Vessel Registration Fees cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in

accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to MLE. Further instruction on adequate valuation of match expenses can be provided by contacting the Marine Law Enforcement Coordinator or the Program Manager.

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **\$TBD** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match;** however, in-kind match as reported in the VRF Expenditure Report can.

9.3.2 Matching Non-cash Resources. Non-cash resources, in-kind; match is allowable under the FFA grant. Any expenditure the subrecipient incurs in support of their recreational boating safety program can be used as non-cash match.

9.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and submitted for reimbursement during the quarter which the costs are incurred. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100).

9.5 Payments. After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions to Disbursement*.

Subrecipient may request reimbursements no less than on a quarterly basis and during the quarter for which the expenditures have been incurred for project expenses. Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by MLE), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

9.6 Cost OVERRUNS. Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

- 9.7 Overpayment.** In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of September 30, 2022.
- 9.8 Offset or Reduction.** The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.

- 9.8.1 Entertainment Costs.** In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are not allowable expenses.
- 9.8.2 Prior Costs.** MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement October 1, 2021.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

- 10.1** Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.
- 10.2** The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement, other than those that have already been obtained.
- 10.3** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient enforceable in accordance with its terms.
- 10.4** Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 10.5** Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally

competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

12.1 Ownership Of Equipment. Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

- 1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
- 2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:
 - a) the removal of misused equipment from the facility; and/or
 - b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

- a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
- b. Activities under Federal awards from other Federal awarding agencies; then
- c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

12.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

12.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

12.5.1 Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State and local laws, orders, regulations and permits.

12.5.2 Operation shall include having trained personnel available to facilitate operation of the equipment and a schedule for maintenance.

12.5.3 Law Enforcement vessels shall be operated by trained personnel with a valid State of

Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.

- 12.5.4** Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.
- 12.5.5** All law enforcement vessels shall have a routine schedule for maintenance.
- 12.5.6** As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for the **full design life** of the equipment provided from this grant.
- 12.5.7** Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

12.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a state parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.
- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars (\$1000) or less. For repairs greater than one thousand dollars (\$1000) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email

to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

A failure to notify MLE of an equipment breakdown and plan for repairs may result in the withholding of grant funds.

12.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel or the people aboard.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

15.1 If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-

Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third-Party Claim.

15.2 With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. MLE's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.

15.3 With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

16.1 Subrecipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

16.2 Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made;

16.3 Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a

receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

16.4 A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, Commission, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

18.1 **LIABILITY INSURANCE**—If required in the special terms and conditions subrecipient shall obtain and keep in force during the term of this Agreement, a combined single limit bodily injury and property damage insurance policy in the minimum amount of \$1,000,000 naming Washington State Parks Commission as an additional insured against any liability arising out of Subrecipient's or its agents, employees, or assigns. Subrecipient shall provide to Commission, a certificate evidencing such insurance coverage and shall provide 30 days written notice prior to any changes in the amount or cancellation of said policy.

- Subrecipient shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterments. Such insurance shall be written on an all-risks basis and, at a minimum, cover the perils insured under ISO special causes of loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.

- Any coinsurance requirement in the policy shall be waived.
- State shall be included as an insured and a loss payee under the property insurance policy.

18.2 AUTOMOBILE INSURANCE-- Subrecipient shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Subrecipient waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

18.3 INDUSTRIAL INSURANCE COVERAGE-- Subrecipient shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. Commission will not be responsible for payment of industrial premiums or for any other claim or benefit for Subrecipient, or any subcontractor or employee of Subrecipient, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Subrecipient, its employees and agents performing under this contract, are not employees of Commission.

18.4 CERTIFICATE OF INSURANCE / NAMING WASHINGTON STATE AS ADDITIONAL INSURED: A current Certificate of Insurance must be submitted with the grant application form. The certificate must name Washington State Parks and Recreation Commission as an additional insured, and the Certificate Holder and contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. Facilities must be insured by carriers licensed in or eligible to do business in Washington, and must maintain applicable Commercial General Liability, Automobile Liability, and Worker's Compensation coverage. Government entities will need to include a letter from their Chief Financial Officer stating if they are self-insured or provide a certificate of insurance as stated below."

SECTION 19: REMEDIES

19.1 In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.7 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

19.2 In the event MLE terminates this Agreement under *Section 22.1 – Termination for Convenience, Section 22.2 Termination for Inefficiency, Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility, or Section 22.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.7 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in Section 9.7 of this agreement. MLE may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

22.1 Termination for Convenience. The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.

22.2 Termination Because of Inefficiency. Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's opinion,

these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

22.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

- a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

22.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

- a. The design and implementation, of the Project is not pursued with due diligence; or
- b. The Project is not permissible under federal, state, or local law; or
- c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or
- e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.
- f. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.
- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance
- Any other revisions determined material by MLE

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 21 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

29.1 Compliance with Law Generally. Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Subrecipient and the Agreement.

29.2 Penalty of Perjury. By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.

29.3 Tax Compliance. Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, “tax laws” includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient’s property, operations, receipts, or income, or to Subrecipient’s performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance With Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient’s certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

29.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.

29.3.2 Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State’s setoff right, without penalty; and

29.3.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient’s breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A

and the sub grant shall:

- a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE's prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient's consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient's performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE's right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient,

whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United State of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS
6	ATTACHMENT A - SUBRECIPIENT'S MLE GRANT APPLICATION & BUDGET FORM
7	ATTACHMENT B - SUBRECIPIENT'S COMPLETED BUDGET FORM
8	ATTACHMENT C – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL

	REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS
9	ATTACHMENT D – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

Washington State Parks and Recreation Commission 1111 Israel Road SW PO Box 42650 Olympia, WA 98504-2650	
Sign:	Sign:
Title:	Title: Contracts, Grants, Procurement Manager
Email:	Email: <u>ContractsAndProcurement@parks.wa.gov</u>
Date:	Date:
Place:	Place: Tumwater, WA

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

- A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.
3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

- B. Cost Principles 2 CFR Part 200, Subpart E
- C. Central Service Cost Allocation Plans Appendix V to Part 200
- D. Indirect Cost Proposals Appendix VII to Part 200
- E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.)
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.)
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the

awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:
 - a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Lake Stevens Police Department
- (ii) Subrecipient's DUNS number: #
- (iii) Federal Award Identification Number (FAIN): #
- (iv) Federal Award Date: 10/1/2021
- (v) Sub-award Period of Performance Start and End Date: From 10/1/2021 to 9/30/2022
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$TBD
- (vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$TBD
- (ix) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant
- (ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: United States Coast Guard
 - (b) Name of pass-through entity: Washington State Parks and Recreation Commission
 - (c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov
- (x) CFDA Number and Name: Federal Boat Safety Act 92-75
- (xi) Is Award R&D? No
- (xii) Indirect cost rate for the Federal award: NA %

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A)** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ATTACHMENT "A": SUBRECIPIENT'S FFA GRANT APPLICATION

ATTACHMENT "B": SUBRECIPIENT'S COMPLETED BUDGET FORM

**ATTACHMENT C – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL
REGISTRATION FEES & FEDERAL ASSISTANCE GRANTS**

EXHIBIT D – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS



2021 updated
Allowable Expenses_N



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 28, 2021

Subject: Replacement of Fleet Vehicles

Contact Person/Department: Jeff Beazizo, Chief of Police **Budget Impact:** \$218,531.21

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve ordering of three vehicles scheduled to be replaced in 2022 and approve the order and purchase of equipment needed to outfit them upon arrival

The Police Department has 36 vehicles in the Police Department fleet. To keep the fleet in operation, as well as to help create a reliable and stable funding model, which does not fluctuate greatly from year to year, we have created a replacement cycle for the fleet vehicles. The replacement schedule is based on 5 years for patrol vehicles and 10 years for non-patrol vehicles. The reasoning for this estimate is:

1. This is the average in which these vehicles reach 100,000 miles. Our experience is that these vehicles, which are used much differently than non-police vehicles, start to experience increased maintenance costs after 100,000 miles. The city experiences better value at auction when vehicles are not "run into the ground" and have extensive repair histories.
2. By using a mileage guide for replacement, we can create a level replacement cycle, which avoids huge fluctuations in budgeting, thus being able to plan for a stable vehicle fleet.
 - The time needed for a patrol vehicle to reach 100,000 averages five years.
 - The time needed for a non-patrol vehicle to reach 100,000 averages ten years.
 - When we get to those limits, we then look at the maintenance records to see if the vehicle is experiencing additional maintenance costs, which makes the replacement of the vehicle cost effective.

Police vehicles are purchased out of the Law Enforcement 520 Capital replacement funds. The full cost of these replacements is \$218,531.21.

2022 Vehicle Purchase Request	
2022 Ford Police Interceptor Utility AWD / Patrol (Replace A-13-52)	\$ 73,916.70
2022 Ford Police Interceptor Utility AWD / Patrol (Replace PT-16-60)	\$ 73,916.70
2022 Ford Police Interceptor Utility AWD / Admin (Replace PT-17-75)	\$ 70,697.81
Total:	\$ 218,531.21

Council is requested to authorize the order of 3 Police Vehicles in 2021 and approve the ordering and purchasing of equipment needed to outfit them. To receive 2022 models in a timely manner, we need to order as soon as possible. If we wait until January of 2022 to order the vehicles, we will be looking at a delivery date of late 2022. Several of the companies that make the specific equipment we need to outfit vehicles close their production facilities in November and

December, so it is equally as important that we order and purchase the equipment needed now so we do not have to wait once the vehicles arrive. Two points of note:

- The \$218,531.21 figure is full "ground up" cost. We may be able to move some equipment to the new vehicles. We will reuse as much equipment as possible.

- In 2020, we transitioned to the hybrid platform for our patrol vehicles. The fuel savings with the hybrid system has averaged 40%. This has been a significant savings to our fuel budget.

We are recommending, based on department needs, and total operating cost over 5 years, that we continue with the hybrid system.

BUDGET IMPACT:

The budget impact is difficult to estimate:

- \$218,531.21

ATTACHMENTS:

- ▶ Exhibit A: Fleet Replacement Schedule
- ▶ Exhibit B: Fleet vehicle equipment

Attachment A

Attachment B

2022 Departmental Budget Request

Item Requested:	Vehicle: Patrol
Description of Request:	2022 Ford PI Utility Hybrid
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# PT60, which has 100K miles, and a diminishing maintenance record.
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$73,916.70
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Barnes
Department Head Initials: (if other than preparer)	

2022 Patrol Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2022 Ford Police Interceptor Utility AWD	\$ 47,898.00	\$ 4,023.43	\$ 19,995.27	\$ 2,000.00	\$ 73,916.70
2022 Ford Police Interceptor Utility AWD				Ordered?	Received?
Whelen Core W/Control Head					
Whelen Projector Series Speaker/Bracket	1	\$ 2,798.00	\$ 2,798.00		
Whelen Liberty II Lightbar					
Whelen Argus Spotlight System	1	\$ 650.00	\$ 650.00		
Graphics	1	\$ 1,200.00	\$ 1,200.00		
Havis Center Printer Console w/Accessories	1	\$ 1,900.00	\$ 1,900.00		
Motorola Mobile Radio & Equipment	1	\$ 6,500.00	\$ 6,500.00		
Panasonic FZ-55 MDC	1	\$ 3,500.00	\$ 3,500.00		
Stop Stick Mounting Tray	1	\$ 47.00	\$ 47.00		
Patrol Supplies	1	\$ 1,698.93	\$ 1,698.93		
		Subtotal	\$ 18,293.93		
		Tax	\$ 1,701.34		
		Total	\$ 19,995.27		

Item Requested:	Vehicle: Patrol
Description of Request:	2022 Ford PI Utility Hybrid
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached *Will use as much equipment from replaced vehicle as possible, which will reduce costs
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# PT75, which has 90K miles, and a diminishing maintenance record.
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$73,916.70
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Barnes
Department Head Initials: (if other than preparer)	

2022 Patrol Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2022 Ford Police Interceptor Utility AWD	\$ 47,898.00	\$ 4,023.43	\$ 19,995.27	\$ 2,000.00	\$ 73,916.70
2022 Ford Police Interceptor Utility AWD				Ordered?	Received?
Whelen Core W/Control Head					
Whelen Projector Series Speaker/Bracket	1	\$ 2,798.00	\$ 2,798.00		
Whelen Liberty II Lightbar					
Whelen Argus Spotlight System	1	\$ 650.00	\$ 650.00		
Graphics	1	\$ 1,200.00	\$ 1,200.00		
Havis Center Printer Console w/Accessories	1	\$ 1,900.00	\$ 1,900.00		
Motorola Mobile Radio & Equipment	1	\$ 6,500.00	\$ 6,500.00		
Panasonic FZ-55 MDC	1	\$ 3,500.00	\$ 3,500.00		
Stop Stick Mounting Tray	1	\$ 47.00	\$ 47.00		
Patrol Supplies	1	\$ 1,698.93	\$ 1,698.93		
		Subtotal	\$ 18,293.93		
		Tax	\$ 1,701.34		
		Total	\$ 19,995.27		

Item Requested:	Vehicle: Admin
Description of Request:	2022 Ford PI Utility Hybrid
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached *Will use as much equipment from replaced vehicle as possible, which will reduce costs
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# A52, which has a broken radiator and not worth repairing.
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$70,697.81
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Barnes
Department Head Initials: (if other than preparer)	

2022 Admin Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2022 Ford Police Interceptor Utility AWD	\$ 47,898.00	\$ 4,023.43	\$ 16,776.38	\$ 2,000.00	\$ 70,697.81
2022 Ford Police Interceptor Utility AWD					Ordered? Received?
Whelen Core W/Control Head	1	\$ 1,100.00	\$ 1,100.00		
Whelen Argus Spotlight System	1	\$ 650.00	\$ 650.00		
Havis Center Printer Console w/Accessories	1	\$ 1,900.00	\$ 1,900.00		
Motorola Mobile Radio with Equipment	1	\$ 6,500.00	\$ 6,500.00		
Panasonic FZ-55 MDC	1	\$ 3,500.00	\$ 3,500.00		
Patrol Supplies	1	\$ 1,698.93	\$ 1,698.93		
		Subtotal	\$ 15,348.93		
		Tax	\$ 1,427.45		
		Total	\$ 16,776.38		

Attachment C

2022 Vehicle Supplies Purchase List							
Number of Vehicles	Item:	Quantity:	Price:	Per Vehicle:	Total Cost:	Ordered?	Received?
3	Traffic Vest	2	\$ 55.00	\$ 110.00	\$ 330.00		
3	18" Traffic Cones	6	\$ 20.00	\$ 120.00	\$ 360.00		
3	Rustoleum Marking Paint (Orange)	0					
3	Komelon 6622 200' Measuring Tape	1	\$ 25.00	\$ 25.00	\$ 75.00		
3	Komelon 6611 100' Measuring Tape	1	\$ 15.00	\$ 15.00	\$ 45.00		
3	Life Jacket (PFD) / Mustang MD3087LE	0					
3	Mustang Survival 75' Throw Rope	0					
3	RIPP Restraint	0					
3	Fire Extinguisher	0					
3	Trauma Kit	1	\$ 150.00	\$ 150.00	\$ 450.00		
3	Bio Hazard Cleanup Kit	1	\$ 20.00	\$ 20.00	\$ 60.00		
3	Sharps Container	0					
3	Personal Protective Equipment	1	\$ 20.00	\$ 20.00	\$ 60.00		
3	Magnetic Mic	2	\$ 29.47	\$ 58.94	\$ 176.82		
3	AED	1	\$ 1,100.00	\$ 1,100.00	\$ 3,300.00		
3	Heavy Duty Nitrile Gloves	0					
3	Stop Sticks	0					
3	Sound Meter	0					
3	Pro-Lok Lockout Kit (AK42-LAXL)	1	\$ 79.99	\$ 79.99	\$ 239.97		
3	Portable Breath Test (PBT) / AlcoSensor FST	0					
3	Fingerprint Kit	0					
				Subtotal:	\$ 1,698.93	\$ 5,096.79	
				Tax:	\$ 151.20	\$ 453.61	
				Total:	\$ 1,850.13	\$ 5,550.40	

2022 Vehicle Purchase Request		
2022 Ford Police Interceptor Utility AWD / Patrol (Replace A-13-52)	\$ 73,916.70	Patrol
2022 Ford Police Interceptor Utility AWD / Patrol (Replace PT-16-60)	\$ 73,916.70	Patrol
2022 Ford Police Interceptor Utility AWD / Admin (Replace PT-17-75)	\$ 70,697.81	Deputy Chief
Total:		\$ 218,531.21

Total Budget for 2022: \$ 218,000.00

Budget Left: \$ (531.21)

2022 Patrol Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2022 Ford Police Interceptor Utility AWD	\$ 47,898.00	\$ 4,023.43	\$ 19,995.27	\$ 2,000.00	\$ 73,916.70
2022 Ford Police Interceptor Utility AWD				Ordered?	Received?
Whelen Core W/Control Head					
Whelen Projector Series Speaker/Bracket	1	\$ 2,798.00	\$ 2,798.00		
Whelen Liberty II Lightbar					
Whelen Argus Spotlight System	1	\$ 650.00	\$ 650.00		
Graphics	1	\$ 1,200.00	\$ 1,200.00		
Havis Center Printer Console w/Accessories	1	\$ 1,900.00	\$ 1,900.00		
Motorola Mobile Radio & Equipment	1	\$ 6,500.00	\$ 6,500.00		
Panasonic FZ-55 MDC	1	\$ 3,500.00	\$ 3,500.00		
Stop Stick Mounting Tray	1	\$ 47.00	\$ 47.00		
Patrol Supplies	1	\$ 1,698.93	\$ 1,698.93		
		Subtotal	\$ 18,293.93		
		Tax	\$ 1,701.34		
		Total	\$ 19,995.27		

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Vehicle	Base Price	Tax	Equipment	Install	Total
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2022 Ford Police Interceptor Utility AWD				Ordered?	Received?
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Panasonic FZ-55 MDC	1	\$ 3,500.00	\$ 3,500.00		
Stop Stick Mounting Tray	1	\$ 47.00	\$ 47.00		
Patrol Supplies	1	\$ 1,698.93	\$ 1,698.93		
		Subtotal	\$ 18,293.93		
		Tax	\$ 1,701.34		
		Total	\$ 19,995.27		

2022 Admin Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2022 Ford Police Interceptor Utility AWD	\$ 47,898.00	\$ 4,023.43	\$ 16,776.38	\$ 2,000.00	\$ 70,697.81
2022 Ford Police Interceptor Utility AWD				Ordered?	Received?
Whelen Core W/Control Head	1	\$ 1,100.00	\$ 1,100.00		
Whelen Argus Spotlight System	1	\$ 650.00	\$ 650.00		
Havis Center Printer Console w/Accessories	1	\$ 1,900.00	\$ 1,900.00		
Motorola Mobile Radio with Equipment	1	\$ 6,500.00	\$ 6,500.00		
Panasonic FZ-55 MDC	1	\$ 3,500.00	\$ 3,500.00		
Patrol Supplies	1	\$ 1,698.93	\$ 1,698.93		
		Subtotal	\$ 15,348.93		
		Tax	\$ 1,427.45		
		Total	\$ 16,776.38		

2022 Vehicle Supplies Purchase List

2022 Vehicle Supplies Purchase List							
Number of Vehicles	Item:	Quantity:	Price:	Per Vehicle:	Total Cost:	Ordered?	Received?
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3	18" Traffic Cones	6	\$ 20.00	\$ 120.00	\$ 360.00		
3	Rustoleum Marking Paint (Orange)	0					
3	Komelon 6622 200' Measuring Tape	1	\$ 25.00	\$ 25.00	\$ 75.00		
3	Komelon 6611 100' Measuring Tape	1	\$ 15.00	\$ 15.00	\$ 45.00		
3	Life Jacket (PFD) / Mustang MD3087LE	0					
3	Mustang Survival 75' Throw Rope	0					
3	RIPP Restraint	0					
3	Fire Extinguisher	0					
3	Trauma Kit	1	\$ 150.00	\$ 150.00	\$ 450.00		
3	Bio Hazard Cleanup Kit	1	\$ 20.00	\$ 20.00	\$ 60.00		
3	Sharps Container	0					
3	Personal Protective Equipment	1	\$ 20.00	\$ 20.00	\$ 60.00		
3	Magnetic Mic	2	\$ 29.47	\$ 58.94	\$ 176.82		
3	AED	1	\$ 1,100.00	\$ 1,100.00	\$ 3,300.00		
3	Heavy Duty Nitrile Gloves	0					
3	Stop Sticks	0					
3	Sound Meter	0					
3	Pro-Lok Lockout Kit (AK42-LAXL)	1	\$ 79.99	\$ 79.99	\$ 239.97		
3	Portable Breath Test (PBT) / AlcoSensor FST	0					
3	Fingerprint Kit	0					
Subtotal:				\$ 1,698.93	\$ 5,096.79		

Subtotal: \$ 1,600.00

Total:	\$ 1,098.93	\$ 5,090.79
Tax:	\$ 151.20	\$ 453.61

Total: \$ 1,850.13 \$ 5,550.40



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 28, 2021

Subject: Ordinance 1126 – amendments to LSMC 14.44.097 Marijuana Facilities

Contact Person/Department:	Russ Wright, Comm. Dev. Director <u>Ord. 1126 reviewed by City Attorney</u>	Budget Impact: NA
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Approve Ordinance 1126 amending citywide allotments for cannabis facilities.

SUMMARY/BACKGROUND:

On June 8, 2021 the City Council held a public hearing on proposed changes to the city's marijuana (cannabis) regulations codified in LSMC 14.44.097 related to changes in buffers and overall industry caps. This followed a complete review by the Planning Commission. At its July 6, 2021 meetings, City Council requested staff revisit the square footage allocation producers/processors for marijuana (cannabis) businesses per Ordinance 1119. The city attorney opined that the Council could revise the ordinance without additional Planning Commission review as the topic had been discussed previously. As adopted, cannabis facilities are capped at 17,000 square foot for stand-alone processors and 54,000 square foot for producer/processors. City Council indicated that they would like to have the cap more flexible to encourage a transition from producers to processors as the latter has a greater potential for job production.

At Council's September 7, 2021 meeting, Council and staff discussed final allocation language. The final language is proposed as follows:

(f) Size and Number.

- (1) State-licensed marijuana producers will be limited in size to Tier 2 production facilities, pursuant to WAC 314-55-075.
- (2) The maximum amount of space allotted for State-licensed marijuana production and processing facilities will be limited to 5471,000 square feet citywide, with production facilities not to exceed 54,000 square feet of the total allotment.
- (3) A marijuana retailer will be limited in size to 1,000 total square feet or less including sales, storage, office and other incidental spaces.
- (4) The total number of marijuana retailers shall be one.
- (5) The maximum amount of space allotted for State-licensed standalone marijuana processing will be limited to 17,000 square feet Citywide.

APPLICABLE CITY POLICIES:

LSMC 14.44.097 Marijuana Facilities

BUDGET IMPACT: N/A

ATTACHED

Revised Ordinance 1126 w/ exhibits

**CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 1126**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING ORDINANCE 1119 AND REVISING LSMC SECTIONS 14.44.097(f)
(MARIJUANA FACILITIES); AND PROVIDING FOR SEVERABILITY, AN
EFFECTIVE DATE AND FOR SUMMARY PUBLICATION BY ORDINACE
TITLE ONLY.**

WHEREAS, Section 14.44.097 of the Lake Stevens Municipal Code (LSMC) establishes the city's regulations for recreational marijuana facilities legalized under Initiative 502, as created by Ordinance 908 and modified by Ordinance 958; and

WHEREAS, the city previously adopted the standard 1,000-foot buffer between marijuana facilities and elementary/secondary schools, playgrounds, recreation centers, child care centers, public parks, public transit centers, libraries, and game arcades open to minors established by Revised Code of Washington (RCW) Section 69.50.331(8)(a); and

WHEREAS, the city has the legal authority to establish additional marijuana regulations beyond the state licensing requirements identified in RCW 69.50.331; and

WHEREAS, the Lake Stevens Planning Commission, reviewed proposed revisions to the city's marijuana regulations during several work sessions and held a duly noticed public hearing on May 5, 2021 to receive public comment; and

WHEREAS, upon conclusion of the public hearing, the Planning Commission made a recommendation to amend LSMC 14.44.097 and 14.08.010 along with findings and conclusions to approve the code amendment; and

WHEREAS, the Lake Stevens City Council reviewed the Planning Commission's recommendation related to the proposed amendment and held a duly noticed public hearing and considered public testimony on June 8, 2021; and

WHEREAS, the Lake Stevens City Council approved Ordinance 1119 amending the city's marijuana regulations on June 8, 2021; and

WHEREAS, at its July 6, 2021 meetings, City Council requested staff revisit the square footage allocation producers/processors for marijuana businesses previously approved per Ordinance 1119.

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

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

Section 1. Section 14.44.097(f), of the Lake Stevens Municipal Code, entitled "Marijuana Facilities", is hereby amended to read as follows, with additions shown by underline and deletions shown by strikethrough. All other sections of LSMC 14.44.097 remain unchanged.

(f) Size and Number.

- (1) State-licensed marijuana producers will be limited in size to Tier 2 production facilities, pursuant to WAC 314-55-075.
- (2) The maximum amount of space allotted for State-licensed marijuana production and processing facilities will be limited to 54,000 71,000 square feet citywide, with production facilities not to exceed 54,000 square feet of the total allotment.
- (3) A marijuana retailer will be limited in size to 1,000 total square feet or less including sales, storage, office and other incidental spaces.
- (4) The total number of marijuana retailers shall be one.
- (5) ~~The maximum amount of space allotted for State-licensed standalone marijuana processing will be limited to 17,000 square feet Citywide.~~

Section 2. 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 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 28th day of September 2021

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: September 28, 2021

Published:

Effective Date:



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 28, 2021

Subject: Planning and Community Development (PCD) Positions

Contact Person/Department:	Russ Wright, Comm. Dev. Director	Budget Impact:	Existing Salary
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve reclassifications for current Assistant Planner to Associate Planner and current Plans Examiner/Inspector to Plans Examiner

SUMMARY/BACKGROUND:

At the September 21 Council workshop, Director Warrington presented a comprehensive staffing plan to the City Council for all departments. Within Planning and Community Development, I have recommended reclassifying two positions as follows:

1. Reclassify Plans Examiner / Inspector to Plans Examiner – minimal change in cost to adjust position to market rate and make a clearer distinction of duties to title.
2. Reclassify the current Assistant Planner to Associate Planner as the current staff has assumed higher level work over the last year due to staffing shortage.

These reclassifications would add minimal cost to salary and benefits in 2021 and would be paid out of permit revenues primarily.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: 2021 PCD salary budget.

The Associate Planner position is currently classified at salary range NR26 – moving the current incumbent to this range would have a year 1 impact of approximately \$5,187.

The Plans Examiner position is a retitle and will be reclassified to salary range NR28 (based off a salary study) – moving the current incumbent to this range would have a year 1 impact of approximately \$6,798.

ATTACHMENTS: N/A



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 28, 2021

Subject: Nonconforming Code Update

Contact Person/Department:	Melissa Place, Senior Planner	Budget Impact:	N/A
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

This is an informational briefing; no Council action requested at this time.

SUMMARY/BACKGROUND:

The purpose of this briefing is to discuss proposed amendments to the city's nonconforming regulations ([Chapter 14.32 LSMC](#)), which address existing lots, structures, or uses that fails to comply with existing zoning standards. Staff have fielded numerous nonconforming questions/situations over the last several years which has identified the need to provide more clarity to both staff and property owners regarding nonconformities within the city.

Managing zoning nonconformities can involve several approaches to control, accommodate, modify or eliminate the nonconformities. Some of these approaches are stricter (when a community desires to prohibit or eliminate nonconformities) while others are more liberal (allowing the nonconformity to continue or expand). Some communities opt for a blend, choosing to be stricter on certain nonconformities and more flexible on others. The intent and purpose of Lake Stevens' nonconforming code is to have all structures and uses eventually come into conformance with the city's land use codes and regulations.

Staff first introduced the scope and goal of the amendments to the Planning Commission on [June 2](#) (page 4). Commissioners discussed and provided feedback to staff on several approaches for consideration including abandonment, enlargement, reconstruction/restoration, termination, amortization, vested rights, and benign versus detrimental nonconformities.

Staff then provided the Commission with draft code and additional research at their [August 18](#) (page 53) and [September 15](#) (page 50) meetings. The draft code was essentially a complete re-write and reformatting of Chapter 14.32 along with associated revisions to Chapters 14.08 and 14.38.

At the Commission's August 18th meeting, commissioners discussed and provided feedback on several other aspects of the draft code. These included whether subareas should be treated differently than other parts of the city; consideration of a process for the expansion of nonconforming uses; potential amortization provisions; how the proposed language might encourage or discourage the retention of single-family residences; the threshold for destruction of nonconforming structures;

and whether additional stories on a building constitute an expansion of a nonconforming structure or use.

Commissioners continued the discussion at their September 15 Planning Commission meeting, and reaffirmed their support for a proposed 75% threshold (of building improvement value) for allowing the replacement/reconstruction of nonconforming structures that have been destroyed. At the conclusion of the meeting, commissioners instructed staff to move forward with a public hearing on the draft code on October 6, 2021. Staff has since provided public notice of the Planning Commission's October 6 public hearing.

Based on Commissioner comments and project goals, the new code incorporates the following provisions:

- Does not allow a nonconforming use to be enlarged or expanded which aligns with the city's current SMP language.
- Does allow a nonconforming structure to be altered or enlarged so long as the extent of nonconformity is not increased.
- Allows a single-family residence that has been destroyed to be rebuilt in the same footprint but not enlarged or expanded, which the current code allows.
- Revises the terminology of nonconformities including revised and new definitions under LSMC 14.08.010.
- Revises the improvement threshold for repaired or altered nonconforming structures to be 25% (similar to the City of Marysville's) and revises the destruction threshold to be 75%.
- Revises the abandonment/termination period of nonconformities from six months to 12 months.

Land Use Code amendments are a Type VI land use application, with the Planning Commission making a recommendation to the City Council. On September 10, staff provided the required 60-day notice to the Department of Commerce. The City Council would be required to hold their own public hearing and act on the recommendation, with the earliest potential date being November 9, 2021.

Staff anticipates holding one additional work session with the City Council after the Planning Commission's October 6th public hearing and before the City Council public hearing, which is tentatively slated for November 9.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A – Only impact is staff time and noticing

ATTACHMENTS:

Exhibit 1: Draft 14.32

Exhibit 2: Draft 14.08 and 14.38

EXHIBIT 1

City Council Meeting of September 28, 2021

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Chapter 14.32

NONCONFORMING SITUATIONS NONCONFORMITIES

Sections:

14.32.010	Purpose and Intent
14.32.020	General Provisions
14.32.030	Nonconforming Uses
14.32.040	Nonconforming Structures
14.32.050	Nonconforming Development
14.32.060	<u>Abandonment and Termination</u> <u>Vacation or -of</u> <u>Cessation of</u> Nonconformities

14.32.010 Purpose and Intent.

The purpose of this chapter is to provide for the continuation, modification or eventual elimination of nonconforming uses, structures, and development in accordance with the standards and conditions in this chapter. While nonconformities may continue, the provisions of this chapter are designed to encourage the improvement or elimination of nonconformities in order to better achieve the purposes of these regulations and consistency with the Comprehensive Plan. In general, a nonconformity that was lawful at the time it was established is permitted to continue to exist. A nonconformity shall not be permitted to continue to exist if it was unlawful at the time it was established. Most nonconforming uses and development may be maintained, but may not be altered, without land use review. It is the purpose of the city to ultimately have all structures and uses brought into conformity with the land use codes and regulations adopted by the city, as completely and as speedily as possible with due regard to the special interests and property rights of those concerned.

14.32.020 General Provisions.

The following provisions apply to all nonconforming uses and development:

- (a) Changes in ownership may occur and do not affect the status of a nonconforming use, structure, or development.
- (b) A nonconforming use, structure, or development is allowed to change to a conforming use or development. Once a conforming use, structure, or development occupies the site, the nonconforming status is lost, and the nonconforming use, structure, or development may not be reestablished.
- (c) Routine maintenance and repairrepair and maintenance activities, as defined in Section 14.08.010, is-are allowed. Alteration or expansion, as defined in Section 14.08.010 and further described in Section 14.32.040, or destruction, as described in Section 14.32.040, may require land use review and/or may result in the loss of the nonconforming status of the use or development.
- (d) Where other sections of the Lake Stevens Municipal Code require nonconforming uses or development to come closer to conformance, those provisions apply instead of the provisions of this chapter.
- (e) Provisions of this chapter do not apply to signs. Nonconforming signs are regulated by Title 14.68.150 Signs.

- (f) The provisions of this chapter do not supersede or relieve a property owner from compliance with:
 - (1) The requirements of the International Building and Fire Codes; or
 - (2) The provisions of this code beyond the specific nonconformance addressed by this chapter.
- (g) For additional requirements related to other nonconformities, see the following sections of this title:
 - (1) Definitions—see Chapter 14.08.010 LSMC;
 - (2) Boundary line adjustments—see Chapter 14.18.200 LSMC;
 - (3) Subarea nonconforming situations—see Chapter 14.38.017 LSMC;
 - (4) Signs—see Chapter 14.68.150 LSMC;
 - (5) Critical areas—see Chapter 14.88.330 LSMC;
 - (6) Uses within shoreline jurisdiction—see shoreline master program.

14.32.030 Nonconforming Uses.

(a) Continuation

Except as may be provided for elsewhere in these regulations, a nonconforming use lawfully existing at the time of the adoption of the city code may be continued subject to the standards and conditions of this chapter.

(b) Repair or Maintenance

Repair or maintenance of a nonconforming use is allowed so long as the repair or maintenance does not increase the extent of any nonconformity. Repair ~~or and~~ maintenance activities is are defined in Section 14.08.010.

(c) Enlargement or Expansion

- (1) A nonconforming use shall not be enlarged or increased nor expanded to occupy a greater area of land than was occupied at the adoption or subsequent amendment of the city code; unless such use is changed to a use permitted in the district in which such use is located.
- (2) Any structure used for single-family residential purposes and maintained as a nonconforming use may be repaired, maintained, or replaced so long as the repair or replacement does not result in an expansion or enlargement of such use or structure.
- (3) No additional structures which do not conform to the requirements of the city code shall be erected in connection with such nonconforming use of land.

(d) Change of Use

In general, a nonconforming use may be changed to a conforming use. If a nonconforming use, building or structure is changed to a more conforming use, building or structure or is replaced by a conforming use, building or structure, the nonconforming use, building or structure shall not revert to its original nonconforming status.

14.32.040 Nonconforming Structures.

(a) Continuation

Except as may be provided for elsewhere in these regulations, a non-conforming structure lawfully existing at the time of the adoption of the city code may be continued subject to the standards and conditions of this chapter.

(b) Repair or Maintenance

Repair or maintenance of a nonconforming structure is permitted. Repair ~~or and~~ maintenance activities are is defined in Section 14.08.010. The interior of said structures may be restored,

remodeled and improved to the extent of not more than 25 percent of the assessed value of the structure at the time of building permit in any consecutive period of 12 months in accordance with required permits.

(c) Alteration or Expansion

Nonconforming structures may be enlarged or altered in a way which does not increase the extent of any nonconformity. An increase in nonconformity would be a change that increases the bulk of the structure encroaching on setbacks or exceeding maximum height or maximum impervious area requirements. Additional stories on a building are permitted so long as they meet all other applicable provisions of city and state code including height limitations, setbacks, septic limitations, do not expand the building footprint, and do and do not increase the extent of any nonconformity.

(d) Destruction

A nonconforming structure or nonconforming portion of a structure that is destroyed to an extent exceeding 75 percent of the assessed value of the structure at the time of damage shall not be reconstructed except in conformity with these regulations. In order for this reconstruction to occur, application must be made for all necessary permits within twenty-four months of the date the damage occurred, and all reconstruction must be completed within two years of permit issuance. All residential structures (including accessory uses and structures) located in a residential district may be reconstructed if destroyed to any extent, provided that such reconstruction does not enlarge the prior building footprint nor increase the extent of the nonconformity(ies) existing prior to destruction.

14.32.050 Nonconforming Development.

Nonconforming development means a lot or site improvement, such as an off-street parking facility, landscaping, or access that does not conform to the city's current development ordinances. Nonconforming development that was legally established and is used for a legal use but which does not meet the current regulations may be maintained and repaired and may be enlarged or expanded provided that said enlargement does not increase the extent of noncompliance with the regulations by further encroaching upon or extending into areas where construction or use would not be allowed for new development. A lot that is nonconforming by virtue of not meeting the minimum lot area required for the zone in which it is located may be used the same as if it were conforming, except that any use that requires a greater lot size than the established minimum lot size for a particular zone (e.g., a two-family residence) is prohibited. LSMC 14.16C.078 further details the legal lot status determination process.

14.32.060 Abandonment or TerminationVacation or Cessation of Nonconformities.

Whenever a nonconforming use, structure, or development of property has been abandoned
vacated or discontinued ceases for any reason, for a period of 12 consecutive months or for twelve months during any two-year period, such nonconformity shall lose its nonconforming status and not thereafter be re-established, and the future use of the property shall be in conformity with the provisions of these regulations. A discontinued vacated or abandoned ceased nonconformity shall not be resumed.

Sections:

~~14.32.010 Continuation of Nonconforming Situations and Completion of Nonconforming Projects~~

~~14.32.020 Nonconforming Lots~~

~~14.32.030 Extension or Enlargement of Nonconforming Situations~~

~~14.32.040 Repair, Maintenance and Reconstruction~~

~~14.32.050 Change in Use of Property Where a Nonconforming Situation Exists~~

~~14.32.060 Abandonment and Discontinuance of Nonconforming Uses~~

~~14.32.010 Continuation of Nonconforming Situations and Completion of Nonconforming Projects.~~

~~Nonconforming situations that were otherwise lawful on the effective date of this chapter may be continued subject to the restrictions and qualifications of this chapter and, if applicable, of an adopted subarea plan. (Ord. 876, Sec. 15, 2012)~~

~~14.32.020 Nonconforming Lots.~~

~~(a) This section applies only to legal nonconforming lots which have no substantial structures upon it.~~

~~(b) A lot that is nonconforming by virtue of not meeting the minimum lot area required for the zone in which it is located may be used the same as if it were conforming, except that any use that requires a greater lot size than the established minimum lot size for a particular zone (e.g., a two family residence) is prohibited.~~

~~14.32.030 Extension or Enlargement of Nonconforming Situations.~~

~~(a) No person may engage in any activity that causes an increase in the extent of a nonconformity, except as specified below. In particular, physical alteration of structures or the placement of new structures on open land is unlawful if such activity results in:~~

~~(1) An increase in the total amount of space devoted to a nonconforming use, or~~

~~(2) Greater nonconformity with respect to dimensional restrictions such as setback requirements, height limitations, parking or density requirements.~~

~~(b) A legal nonconforming use may be extended throughout any portion of a completed building that was manifestly designed or arranged to accommodate such use. However, a nonconforming use may not be extended to additional buildings or to land outside the original building.~~

~~(c) A nonconforming use of open land may not be extended to cover more land than was occupied by that use when it became nonconforming, except that a use that involves the removal of natural materials from the lot (e.g., a sand pit) may be expanded to the boundaries of the lot where the use was established at the time it became nonconforming if 10 percent or more of the earth products had already been removed on the date on which it became nonconforming and where the proposed expansion conforms to all applicable Federal, State, and local regulations concerning the use.~~

~~(d) The volume, intensity, or frequency of use of property where a nonconforming situation exists may be increased and the equipment or processes used at a location where a~~

~~nonconforming situation exists may be changed if these or similar changes amount only to changes in the degree of activity rather than changes in kind and no violations of other subsections of this section occur.~~

(e) ~~Any structure used for single family residential purposes and maintained as a nonconforming use may be enlarged or replaced with a similar structure of a larger size, so long as the enlargement or replacement does not create new nonconformities or increase the extent of existing nonconformities with respect to such matters as setback and parking requirements.~~

(f) ~~Whenever: (1) there exists a lot with one or more structures on it, and (2) a change in use that does not involve any enlargement of a structure is proposed for such lot, and (3) the additional parking or loading spaces required by Chapter 14.72 cannot be satisfied because there is not sufficient area available on the lot, then the proposed use shall not be regarded as resulting in an impermissible extension or enlargement of a nonconforming situation. However, the applicant shall be required to comply with all applicable parking and loading requirements that can be satisfied without acquiring additional land. (Ord. 676, Sec. 21, 2003; Ord. 468, 1995)~~

14.32.040 Repair, Maintenance and Reconstruction.

(a) ~~Minor repairs to and routine maintenance of property where nonconforming situations exist are allowed. Major renovation and repairs, i.e., work valued at more than 25 percent of the appraised valuation of the structure, may be done only in accordance with required permits issued pursuant to this section.~~

(b) ~~If a structure housing a nonconforming use is damaged by fire, accident or natural disaster to an extent that the value of repair or replacement would exceed 50 percent of the appraised valuation of the structure prior to the fire, accident or natural disaster, then the nonconforming use shall not be re-established. This subsection does not apply to structures used for single family residential purposes, which structures may be reconstructed pursuant to a building permit.~~

(c) ~~For purposes of subsections (a) and (b) of this section:~~

(1) ~~The "value" of renovation or repair or replacement shall mean the fair market value of the materials and services necessary to accomplish such renovation, repair, or replacement.~~

(2) ~~No person may seek to avoid the intent of subsections (a) or (b) of this section by doing such work incrementally.~~

(3) ~~The "appraised valuation" shall mean either the appraised valuation for property tax purposes, updated as necessary by the increase in the consumer price index since the date of the last valuation, or the valuation determined by a professionally recognized property appraiser.~~

(d) ~~The Planning Director shall issue a permit authorized by subsection (a) of this section if it is found that, in completing the renovation, repair or replacement work:~~

(1) ~~This proposal meets the requirements of this chapter; and~~

(2) ~~The permittee will comply to the extent reasonably possible with all provisions of this title applicable to the proposal.~~

~~Compliance with a requirement of this title is not reasonably possible if it cannot be achieved without adding land to the lot where the nonconforming situation is maintained or moving a substantial structure that is on a permanent foundation. That an applicant is facing financial hardship caused by the cost of meeting such requirements as paved parking does not constitute grounds for finding that compliance is not reasonably possible. (Ord. 811, Sec. 23, 2010)~~

14.32.050 Change in Use of Property Where a Nonconforming Situation Exists.

(a) ~~A change in use of property (where a nonconforming situation exists) that requires a new Planning Director approval, administrative conditional use, or conditional use permit in accordance with Section 14.16C.030 may not be made except in accordance with subsections (b) through (d) of this section.~~

(b) ~~If the intended change in use is to a principal use that is permissible in the district where the property is located, and all of the other requirements of this title applicable to that use can be complied with, permission to make the change must be obtained in the same manner as permission to make the initial use of a vacant lot. Once conformity with this title is achieved, the property may not revert to its nonconforming status.~~

(c) ~~If the intended change in use is to a principal use that is permissible in the district where the property is located, but all of the requirements of this title applicable to that use cannot reasonably be complied with, then the change is permissible if the permitting entity issues a permit authorizing the change. This permit may be issued if it is found that:~~

(1) ~~The proposal meets the requirements of this chapter; and~~

(2) ~~All of the applicable requirements of this title that can reasonably be complied with will be complied with. Compliance with a requirement of this title is not reasonably possible if compliance cannot be achieved without adding additional land to the lot where the nonconforming situation is maintained or moving a substantial structure that is on a permanent foundation. That an applicant is facing financial hardship caused by the cost of meeting such requirements as paved parking does not constitute grounds for finding that compliance is not reasonably possible. In no case may an applicant be given permission pursuant to this subsection to construct a building or add to an existing building if additional nonconformities would thereby be created.~~

(d) ~~No change in use to another use that is not permissible in the district in which it is located shall be allowed. (Ord. 811, Sec. 24, 2010)~~

14.32.060 Abandonment and Discontinuance of Nonconforming Uses.

(a) ~~When a nonconforming use is discontinued for a consecutive period of 180 days, subsequent uses on the property must be permitted in the zone in which the property is located. (Ord. 676, Sec. 21, 2003; Ord. 590, 1998; Ord. 468, 1995)~~

EXHIBIT 2

14.08.010 Definitions of Basic Terms.

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this title.

Dimensional Nonconformity. ~~A nonconforming situation that occurs when the height, size, floor space, lot coverage, or other dimensional requirements of a structure or the relationship between an existing building or buildings and other buildings or lot lines does not conform to the regulations applicable to the district in which the property is located.~~

Effective Date of This Chapter. Whenever this title refers to the effective date of this chapter, the reference shall be deemed to include the effective date of the chapter as originally adopted, or the effective date of an amendment to it if the amendment creates a nonconforming situation.

Effective Date of This Title. Whenever this title refers to the effective date of this title, the reference shall be deemed to include the effective date of any amendments to this title if the amendment, rather than this title as originally adopted, creates a nonconforming situation.

Change of Use. A change of the type of use of a building from one principal use category to another. It shall be determined to have occurred when it is found that the general character of the building use has been modified and results in an intensification of land use that will require new development conditions to comply with existing regulations.

Repair or Maintenance Activities. An action to restore the character, size, or scope of a project only to the previously authorized condition.

Nonconforming Lot, Legal. ~~A lot which does not meet the current minimum area requirement of the district in which the lot is located, but at the time of its creation, it was legally subdivided consistent with the laws in place at the time the lot was created, as well as it met all area and dimension standards for such a lot at that time.~~

Nonconforming Project. ~~Any structure, development, or undertaking that is incomplete at the effective date of this title and would be inconsistent with any regulation applicable to the district in which it is located if completed as proposed or planned.~~

Nonconforming Sign. See *Sign, Nonconforming*.

Nonconforming Situation. ~~A situation that occurs when, on the effective date of this title, any existing lot or structure or use of an existing lot or structure does not conform to one or more of the regulations applicable to the district in which the lot or structure is located. Among other possibilities, a nonconforming situation may arise because a lot does not meet minimum acreage requirements, because structures exceed maximum height limitations, because the relationship between existing buildings and the land (in such matters as density and setback requirements) is not in conformity with this title, or because land or buildings are used for purposes made unlawful by this title.~~

~~Nonconforming signs shall not be regarded as nonconforming situations for purposes of Chapter 14.32 but shall be governed by the provisions of Sections 14.68.150 (amortization of nonconforming signs).~~

Nonconforming Use. ~~A nonconforming situation that occurs when property is used for a purpose or in a manner made unlawful by the use regulations applicable to the district in which the property is located. (For example, a commercial office building in a residential district may be a nonconforming use.) The term also refers to the activity that constitutes the use made of the property. (For example, all the activity associated with operating a retail clothing store in a residentially zoned area constitutes a nonconforming use.)~~

Sign, Nonconforming. A sign that, on the effective date of this title, does not conform to one or more of the regulations set forth in this title, particularly Chapter 14.68, Signs.

Nonconformity. ~~Uses, structures, lots, or development sites that do not conform to one or more of the requirements of this Ordinance, or any subsequent amendment, which were lawfully established prior to the effective date of this Ordinance, or any subsequent amendment.~~

Nonconforming development. A lot or site improvement, such as an off-street parking facility, landscaping, or access that does not conform to the city's current development ordinances either because it was established prior to the enactment of city ordinances governing the structure or improvement or because the structure or improvement conformed at the time it was established but applicable city ordinances have since changed.

Nonconforming structure. Any structure or portion thereof lawfully existing on the effective date of this Ordinance or amendments thereto which does not conform after the passage of this Ordinance or amendments thereto with the dimensional restrictions of the district in which it is situated.

Nonconforming use. The use of land or the use of any building or portion thereof lawfully existing at the effective date of this Ordinance or amendments thereto which does not conform after the passage of this Ordinance or amendments thereto which does not conform to the use regulations of the zoning district in which it is located.

14.38.017 Nonconformitiesng Situations.

The City will allow legal nonconformitiesng situations to continue within the subareas subject to Chapter 14.32. Legal nonconforming signs may continue subject to Section 14.38.100(i). (Ord. 876, Sec. 5 (Exh. 3), 2012)