

CITY COUNCIL MEETING AGENDA



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.

September 13, 2022 - 6:00 PM

TWO WAYS TO PARTICIPATE:

In Person at The Mill, Sawyers Room, 1808 Main Street, Lake Stevens OR

Join Zoom Meeting: <https://us02web.zoom.us/j/84487512078>

or call in at (253) 215-8782 Meeting ID 844 8751 2078

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. Sophina Nunez, Lake Stevens Food Bank
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
 - A. Introduction of New Employees Department Directors
 - B. Public Works APWA Accreditation Update Maximilian Roth, Aaron Halverson
 - C. Power Line Recreational Trail Easement Sarah Garceau
10. **Consent Agenda**
 - A. 2022 Vouchers Barb Stevens
 - B. City Council Regular Meeting Minutes of August 23, 2022 Kelly Chelin
 - C. Department of Commerce ILA for Climate Mitigation Plan Grant David Levitan
 - D. Funding Agreement for Lake Stevens Food Bank Barb Stevens

- E. Funding Agreement for Volunteers of America Barb Stevens
- F. Resolution 2022-13 - Solid Waste Comp Plan Aaron Halverson
- G. Target Zero Fiscal Year 2023 IAA Agreements Jeffrey Beazizo
- 11. Public Hearing**
 - A. Short-Term Rentals Code Amendment (LUA2022-0046) Public Hearing David Levitan, Russ Wright
- 12. Action Items**
 - A. Resolution 2022-14 - Fees David Levitan
 - B. Cooperative Purchasing Agreement with Washington Learning Sourcee (WLS) and Puget Sound Educational Service District (PSESD) Troy Stevens
- 13. Discussion Items**
 - A. Draft Agenda for September 20, 2022 (will be handed out at the meeting) Gene Brazel
 - B. 2023 Preliminary Budget Discussion Barb Stevens
 - C. Everett Waterline Update Russ Wright
- 14. Executive Session - Confidential Session of the Council**
 - A. Property Acquisition and Potential Litigation per RCW 42.30.110 1 (c) and 42.30.110 1 (i)
- 15. Adjourn**

THE PUBLIC IS INVITED TO ATTEND

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

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

CITY DEPARTMENT REPORT



Agenda Date: 9/13/2022

Contact Person/Department: Maximilian Roth, Aaron Halverson, Public Works

The city of Lake Stevens Public Works Department started an accreditation process with the American Public Works Association (APWA) in February 2022 with the goal to promote excellence in the operation and management of the department. The evaluation and improvement of the department's practices and programs will also initialize a process of continuous improvement of the operation beyond the initial accreditation.

The APWA Accreditation is a multi-phase process which commences with the self-assessment phase, an internal review of the department's practices, and a comparison to the recommended practices by APWA. This is considered the core element of the accreditation process and a total of 15 months are estimated for the completion by the Lake Stevens Public Works Department. The self-assessment is followed by a peer review and improvement phase to identify and address potential shortcomings. A total of 5 months is estimated for the completion of this phase after which APWA evaluates the program and grants the accreditation by May 2024.

The Public Works department started out the process in mid-February with a six-week set up phase that included the identification of internal stakeholders, creation of Lake Stevens specific policy and procedure document templates and the development of an internal workflow. Two new software solutions were implemented one of which, a new policy management software, will serve as a city-wide policy and procedure library beyond the accreditation project.

Work on the self-assessment phase began in April with a project Team of 30 employees from all seven city departments. This phase requires the completion of 375 APWA practices in 29 subject areas for which written statements of compliance and supporting evidence in the form of department specific policies, procedures, or guidelines must be provided. By the end of August, the project team completed a total of 38 practices in subject areas ranging from right-of-way management over equipment and fleet management to street maintenance and finance. An additional 80 practices have been completed to a level of substantial compliance and are expected to finalize within the next weeks.

Thus far, this process yielded 11 new policies, 19 new standard operating procedures and 21 miscellaneous guideline documents which will set standards for the public works operation and programs. Examples include:

- Stormwater Management Operations Plan
- Illicit Discharge Detection and Elimination Procedures
- Bid Opening, Evaluation, and Award Guidelines

Several newly created documents will also provide guidance for all other city departments such as a new Media Contact Policy or the Risk Management and Legal Review SOP.

Work on the self-assessment phase is expected to be completed by summer of 2023, followed by the peer review and improvement phase by the end of the year.



One Community Around The Lake

Public Works APWA Accreditation Progress Update

AARON HALVERSON, MAX ROTH

SEPTEMBER 13, 2022



Overview

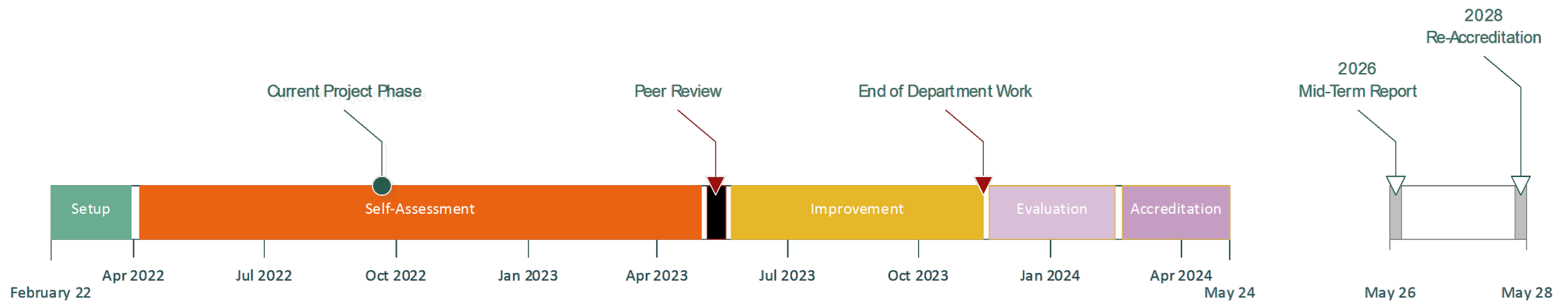
- APWA Accreditation Goals
- Accreditation Process and Timeline
- Policy Management
- Self-Assessment Progress
- New Policies and Procedures
- Next Steps



Accreditation Goals & Observations

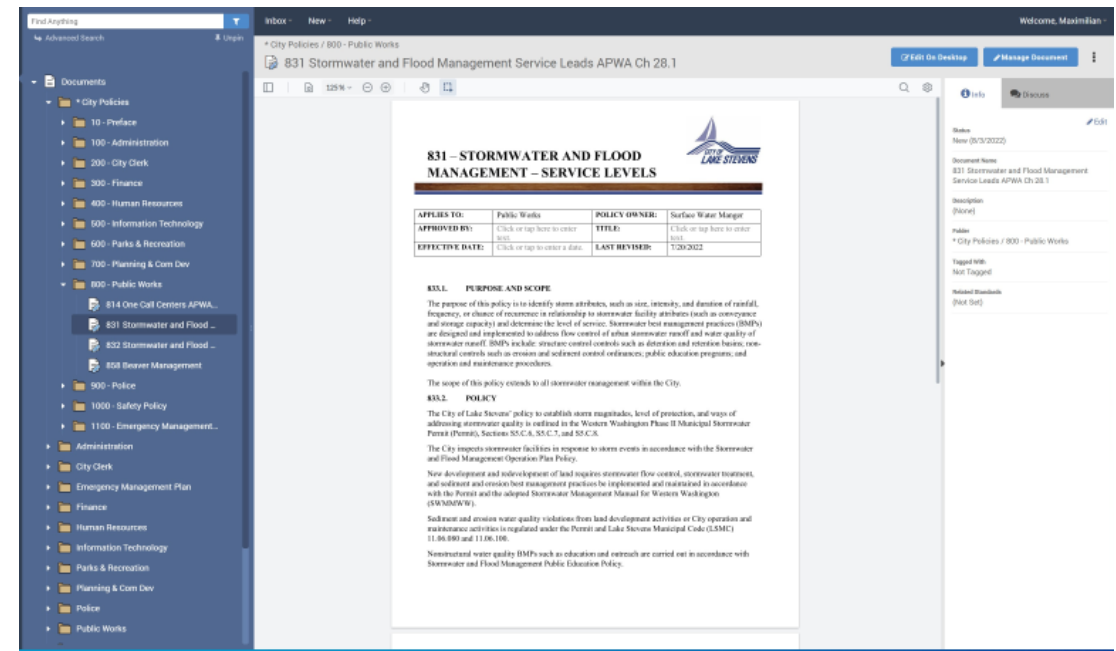
- Internal review of department practices and procedures and comparison to recommended standards
- Identify gaps in operational procedures and develop appropriate practices and guiding documents
- Reveal interdepartmental processes in city operations and align responsibilities and
- Initialize process of continuous improvement
- Improve departmental services to the citizens of Lake Stevens
- Improve productivity, safety, consistent delivery of services and employee moral

Accreditation Process & Timeline



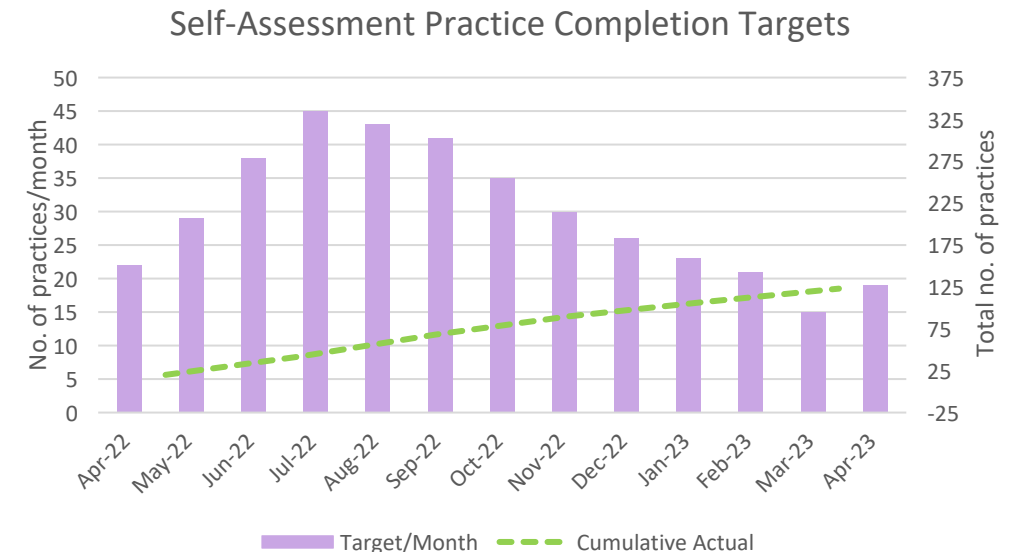
Policy Management

- Implementation of software solution for city-wide policy management in alignment with LSPD
- Essential tool to implement and maintain the internal guiding documents of the city
- Defines responsibilities and establishes accountability through document acknowledgment
- Ensures regular policy review



Self-Assessment Progress

- 375 APWA practices in 29 subject areas relevant to Lake Stevens Public Works services
- Practice compliance achieved through department specific statement and supporting evidence in form of policies or SOPs
- Current progress:
 - 38 practices full compliance
 - 85 practices substantial compliance expected to finalize in coming weeks



Policies and Procedures

11 New Policies

- Media Contact Policy
- Stormwater & Flood Mgmt. Operations Plan
- Stormwater Service Levels
- Work Zone Safety Policy
- One Call Center Policy
- Policy Development

19 New SOPs

- Illicit Discharge Detection and Elimination
- Stormwater Hot Spot Checks
- Stormwater Capacity Grant Submittal
- Fence Maintenance
- Claim management
- Planting & Pruning Program
- Excavation Safety

21 Other Guidelines

- ROW Permit Inspection
- Pavement Cut Restoration
- Bid Opening, Evaluation, and Award
- ROW Utility Marking
- Utility Location
- Stormwater Quality Goals
- Training Goals
- Contract Documents

Next Steps:

- Half time check in with APWA
- Prepare for potential participation of LS Sewer District

CITY DEPARTMENT REPORT



Agenda Date: 9/13/2022

Contact Person/Department: Sarah Garceau, Parks Department

This Power Line Recreational Trail Easement is for the areas of Quail Court, Willowood Div. 2 Subdivisions and Frontier Manor Trail Court.

The most recent update is attached.

Timeline Overview:

- In February 2020 staff went door to door in the Quail Court neighborhood to start the discussion on the development of a trail and possible use of the neighborhood's open space parcel. Neighbors discussed their parking issues and asked questions of staff. If the neighbors weren't home a handout was left on their doorstep.
- In June 2020 staff sent a letter to Willowood Division 2 homeowners describing the public process in adopting the Trails Master Plan and the city's intent to construct the trail.
- In August 2020 staff sent a letter to Quail Court and Willowood Division 2 homeowners inviting them to an open house on September 17, 2020.
- On September 17, 2020, the Mayor, park board members and staff held two open houses, one for each neighborhood. At this meeting the city took input and answered questions for incorporation into the design.
- In October 2020 the Park Board was briefed during their public meeting and input was taken on alignment of the trail.
- In January 2021 the Park Board provided input during their public meeting on design concepts.
- In April 2021 the Park Board was briefed and provided input on the project design using the input from the previous sessions.
- In May 2021 the Park Board was briefed on the project.
- In June 2021 the Park Board and Staff held an open house for the 20th Street Park Design that included a live poll on uses and designs.
- In July 2021 the Park Board was updated on the project and public outreach.
- In December 2021 staff mailed a notice to homeowners within the Quail Court and Willowood Division 2 neighborhoods outlining the city's intent to acquire an easement on the open space parcels for the construction of the trail along with a

copy of the appraisal and an early action incentive to sign the easement. Two homeowners signed the easement from the Willowood Division 2 neighborhood and seven homeowners signed from the Quail Court neighborhood.

- In February 2022 all homeowners that didn't sign the easement were certified mailed the notice of intent to condemn from the city. On February 22, 2022 and March 1, 2022 the Everett Herald published the notice in the legal section of the newspaper.
 - On March 8, 2022 City Council passed Ordinance No. 1135 approving the condemnation.
 - In July 2022 staff provided the City Attorney with the easements that have been signed to date.
-

MEMORANDUM

VIA EMAIL

DATE: September 8, 2022

TO: Sara Garceau, Jill Meis, Russ Wright and City Council

FROM: Greg A. Rubstello 

RE: Power Line Recreational Trail Easement - Condemnation of 14' wide easement in Quail Court and Willowood Div. 2 open space tracts

Status Update on City Acquisition of trail easement through common area tracts of Quail Court and Willowood Div. 2 Subdivisions and through the Frontier Manor Trail Court by easement signings and eminent domain

Willowood Div. 2

Eight (8) of the twenty-five (25) property owners signed easements for recording either prior to or following the commencement of the eminent domain action in Snohomish County Superior Court.

All of the seventeen (17) property owners not signing easement agreements have been served. None have responded to the summons and complaint.

All signed easements will be recorded by the first of next week.

Once the easements are recorded, I will file a motion with the court for a default judgment against the 17 property owners and obtain a Decree of Appropriation granting the City the easement rights over the common area tract in the Willowood subdivision.

Quail Court

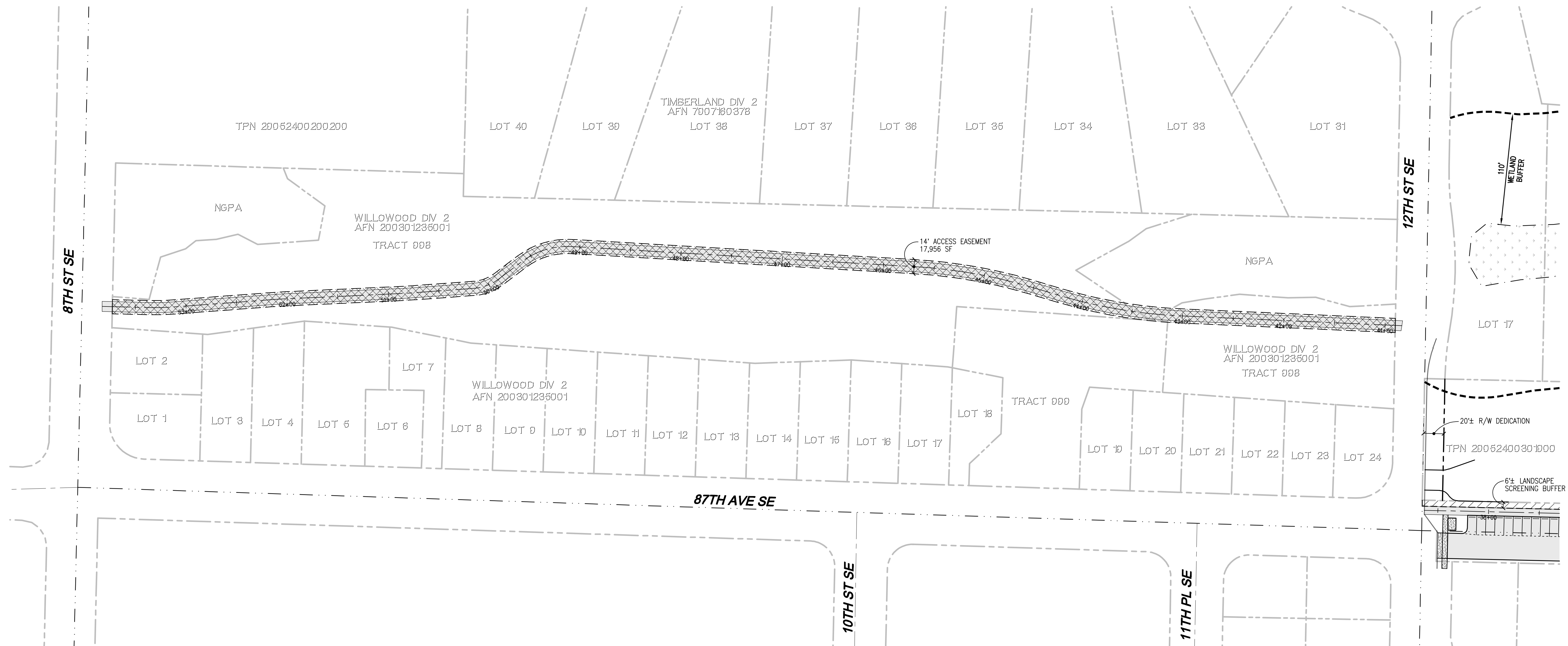
Eleven (11) of the thirty-two (32) property owners signed easements for recording either prior to or following the commencement of the eminent domain action in Snohomish County Superior Court.

All but eight (8) of the twenty-one (21) property owners to be served with summons and complaint have been successfully served. Services issues primarily related to out of state ownership have delayed completion of service on all property owners. For those property owners who cannot be personally served, service will be completed by publication. Reasonable attempts at personal service must be shown to the court before permission for service by publication is granted. Service by publication should be completed by the end of October.

Frontier Manor

An easement through Frontier Manor is being negotiated with the owner and property manager by Russ Wright and Jill Meis. This office has provided legal support and advice during the negotiations.

GAR:



LDC

Woodinville 20210 142nd Avenue NE Woodinville, WA 98072	Kent 1851 Central Pl S, #101 Kent, WA 98030	Surveying Engineering Planning
T 25.806.1869	www.LDCcorp.com	F 425.482.2893

[illegible]

CITY OF LAKE STEVENS
POWERLINE TRAIL

WILLOWOOD DIVISION 2 EASEMENT EXHIBIT

JOB NUMBER:	C21-143
DRAWING NAME:	C21143E-EX05
DESIGNER:	DCS
DRAFTING BY:	BJNJ
DATE:	6-14-21
SCALE:	1"=50'
JURISDICTION:	LAKE STEVENS

EX-01

SHEET 1 OF 1

BLANKET VOUCHER APPROVAL
2022

Payroll Direct Deposits	08/25/22, 09/10/22	\$623,300.71
Payroll Checks	56407, 56413	\$4,145.98
Electronic Funds Transfers	ACH	\$185,761.93
Claims	56408-56412, 56414-56528	\$970,096.95
Void Checks	55546, 56312	(\$307.00)
Total Vouchers Approved:		\$1,782,998.57

This 13th day of September 2022

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, Barb Stevens

Mayor, Brett Gailey

September 13, 2022



City expenditures by type for this voucher packet		
Personnel Costs	\$ 627,447	35%
Payroll Federal Taxes	\$ 105,539	6%
Retirement Benefits - Employer	\$ 68,429	4%
Other Employer Paid Benefits	\$ 436	0%
Employee Paid Benefits	\$ 13,198	1%
Supplies	\$ 68,136	4%
Professional Services	\$ 175,366	10%
Refunds	\$ 14,634	1%
Capital *	\$ 387,572	22%
Debt Payments	\$ 322,550	18%
Void Checks	\$ (307)	0%
Total	\$ 1,782,999	100%

Large Purchases

- * Excavator Rental - Davies Dock \$10,245
- * 2022 Ford Maverick PW92 \$25,432
- * Frontier Heights Park Playfields \$11,492
- * Cedarwood Feasibility Study \$9,091
- * 2022 John Deere 410L Backhoe \$162,522
- * Remote Control Slope Mower \$158,048

City of Lake Stevens Blanket Voucher Report

Checks to be approved for period 08/18/2022 - 09/07/2022

Total for Period
\$1,155,858.88

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-20566	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Walters	56414	\$632.70
911 Supply Inc	INV-2-20912	001 008 521 20 31 01	LE-Fixed Minor Equipment	ID Panels - Bernhard/S Warbis	56414	\$39.63
911 Supply Inc	INV-2-20913	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Walters	56414	\$135.81
911 Supply Inc	INV-2-21158	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Walters	56414	\$58.90
911 Supply Inc	INV-2-21159	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Walters	56414	\$138.73
911 Supply Inc	INV-2-21181	001 008 521 20 31 01	LE-Fixed Minor Equipment	Shirt - S Warbis	56414	\$60.54
911 Supply Inc	INV-2-21434	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Cooper	56414	\$529.08
911 Supply Inc	INV-2-21564	001 008 521 20 31 05	LE-Equipment - New Officers	Armor/Shirts/Carrier - Cooper	56414	\$1,597.50
					56414 Total	\$3,192.89
Ace Hardware	74454	001 008 521 50 30 00	LE-Facilities Supplies	Toilet Paper/Clorox Wipes/Dish Soap/Bags/Rags	56415	\$169.54
Ace Hardware	74596	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels	56415	\$76.35
Ace Hardware	74665	001 008 521 50 30 00	LE-Facilities Supplies	Pledge	56415	\$26.15
					56415 Total	\$272.04
Active Excavator Rentals Inc	A11742	302 010 594 76 61 09	PM - Davies Beach	Excavator Rental - Davies Dock	56416	\$10,244.56
					56416 Total	\$10,244.56
Advance Testing & Service	23280	001 010 576 80 31 00	PK-Operating Costs	Annual Backflow Testing	56417	\$300.00
Advance Testing & Service	23280	101 016 544 90 31 02	ST-Operating Cost	Annual Backflow Testing	56417	\$300.00
Advance Testing & Service	23280	410 016 531 10 31 02	SW - Operating Costs	Annual Backflow Testing	56417	\$300.00
					56417 Total	\$900.00
Alexander Printing Co Inc	73511	001 010 576 80 31 00	PK-Operating Costs	Business Cards - PW	56418	\$30.78
Alexander Printing Co Inc	73511	101 016 544 90 31 02	ST-Operating Cost	Business Cards - PW	56418	\$30.79
Alexander Printing Co Inc	73511	410 016 531 10 31 02	SW - Operating Costs	Business Cards - PW	56418	\$30.79
Alexander Printing Co Inc	73638	001 010 576 80 31 00	PK-Operating Costs	Business Cards - Garceau	56418	\$52.02
Alexander Printing Co Inc	73638	001 010 576 80 31 00	PK-Operating Costs	Business Cards - Green	56418	\$52.02
Alexander Printing Co Inc	73638	001 007 558 50 31 01	PL-Operating Costs	Business Cards - Levitan	56418	\$52.02
					56418 Total	\$248.42
Amazon Capital Services	176R-HHWC-1JRL	001 008 521 20 31 02	LE-Minor Equipment	Pepper Spray (4)	56419	\$106.32
Amazon Capital Services	176R-HHWC-1JRL	001 008 521 20 31 05	LE-Equipment - New Officers	Taser Simulators (2)	56419	\$129.94
Amazon Capital Services	1KXJ-YK1P-MVPN	001 008 521 20 31 00	LE-Office Supplies	Markers/Dry Erase Calendar	56419	\$37.93
Amazon Capital Services	1L99-VRVT-9QLN	001 008 521 20 31 02	LE-Minor Equipment	Radio Adapters & Tube/Vacuum Attachment	56419	\$443.90
Amazon Capital Services	1RFD-TWQ3-C37H	001 008 521 50 30 02	LE-Fleet Minor Equipment	Glass Cleaner	56419	\$32.47
					56419 Total	\$750.56
Amazon Capital Services	1793-W91G-LQNW	001 007 559 30 31 00	PB-Office Supplies	Power Inverter Car Adapter	56420	\$52.36
Amazon Capital Services	1CVG-KYWT-C6MC	001 013 518 20 31 00	GG-Operating Costs	Cleaner/Trash Bags	56420	\$54.43
Amazon Capital Services	1CVG-KYWT-C6MC	001 004 514 23 31 00	FI-Office Supplies	File Cabinet for Passports	56420	\$96.36
Amazon Capital Services	1DQC-1VTP-3WH4	001 010 576 80 31 00	PK-Operating Costs	Smoke Detectors/Combination Padlock	56420	\$13.87
Amazon Capital Services	1DQC-1VTP-3WH4	101 016 544 90 31 02	ST-Operating Cost	Smoke Detectors/Combination Padlock	56420	\$13.88
Amazon Capital Services	1DQC-1VTP-3WH4	410 016 531 10 31 02	SW - Operating Costs	Smoke Detectors/Combination Padlock	56420	\$13.88
Amazon Capital Services	1DT3-TPTR-969H	001 007 559 30 31 01	PB-Operating Cost	Car Safety Triangle Kit/Laptop Mounts/Reflective Vests	56420	\$395.38
Amazon Capital Services	1DT3-TPTR-969H	001 013 518 20 31 00	GG-Operating Costs	Trash Bags	56420	\$32.68
Amazon Capital Services	1H1K-Y3JC-RPKP	101 016 544 90 31 02	ST-Operating Cost	Deadbolt Lock/Cabinet Hardware	56420	\$45.92

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1J7R-HQ7J-1YQQ	001 010 576 80 31 00	PK-Operating Costs	Keyboard/Mouse Combos (3)	56420	\$124.09
Amazon Capital Services	1J7R-HQ7J-1YQQ	101 016 544 90 31 02	ST-Operating Cost	Keyboard/Mouse Combos (3)	56420	\$124.09
Amazon Capital Services	1J7R-HQ7J-1YQQ	410 016 531 10 31 02	SW - Operating Costs	Keyboard/Mouse Combos (3)	56420	\$124.09
Amazon Capital Services	1J9H-XQWF-MF76	001 007 558 50 31 02	PL-Permit Related Op. Costs	Lenovo ThinkPad Dock	56420	\$277.48
Amazon Capital Services	1PHC-JMJY-MYC9	001 010 576 80 31 00	PK-Operating Costs	Keyboard/Mouse Combo	56420	\$14.55
Amazon Capital Services	1PHC-JMJY-MYC9	101 016 544 90 31 02	ST-Operating Cost	Keyboard/Mouse Combo	56420	\$14.54
Amazon Capital Services	1PHC-JMJY-MYC9	410 016 531 10 31 02	SW - Operating Costs	Keyboard/Mouse Combo	56420	\$14.54
Amazon Capital Services	1T4G-NK7N-MR7N	101 016 544 90 31 02	ST-Operating Cost	Deadbolt Lock	56420	\$29.83
Amazon Capital Services	1TLN-4M9M-FVNX	001 010 576 80 31 00	PK-Operating Costs	Electrolyte Freezer Pops	56420	\$23.24
Amazon Capital Services	1TLN-4M9M-FVNX	101 016 544 90 31 02	ST-Operating Cost	Electrolyte Freezer Pops	56420	\$23.25
Amazon Capital Services	1TLN-4M9M-FVNX	410 016 531 10 31 02	SW - Operating Costs	Electrolyte Freezer Pops	56420	\$23.25
Amazon Capital Services	1TPD-3DCK-44W6	001 003 514 20 31 00	CC-Office Supply	Desk Organizer Credit	56420	(\$45.13)
					56420 Total	\$1,466.58
Berger	082122 BERGER	001 000 382 10 00 01	The Mill - Deposit	LS22-Berger2 The Mill Rental 08/20/22 Deposit Refund	56421	\$500.00
					56421 Total	\$500.00
Brazel	091822 BRAZEL	001 002 513 11 43 00	AD-Travel & Meetings	ICMA Conf Columbus OH Meals - Brazel	56422	\$214.00
					56422 Total	\$214.00
Brown	082122 BROWN	001 000 382 10 00 01	The Mill - Deposit	LS-Brown2 Hartford Hall Rental 08/21/22 Deposit Refund	56423	\$250.00
					56423 Total	\$250.00
Brummett Inc	19557	001 008 521 20 31 01	LE-Fixed Minor Equipment	In Appreciation Plates	56424	\$47.73
					56424 Total	\$47.73
Bud Clary Ford Hyundai	3NT487 T487	530 016 594 48 60 00	Purchase Of Capital Equipment	2022 Ford Maverick PW92	56425	\$25,431.72
					56425 Total	\$25,431.72
Cadman Materials Inc	5852695	410 016 531 10 41 03	SW - Street Cleaning	Street Sweeping Disposal	56426	\$2,071.92
					56426 Total	\$2,071.92
Canon Financial Services Inc	29005344	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin	56427	\$285.53
Canon Financial Services Inc	29036292	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	56427	\$11.40
Canon Financial Services Inc	29036292	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	56427	\$11.39
Canon Financial Services Inc	29036292	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	56427	\$11.39
					56427 Total	\$319.71
CDW Government Inc	CH05186	001 007 558 50 31 02	PL-Permit Related Op. Costs	Samsung Monitors (2)/Wireless Keyboard/Mouse Combo	56428	\$778.81
CDW Government Inc	CH10038	001 007 558 50 31 02	PL-Permit Related Op. Costs	Lenovo Legion	56428	\$2,466.43
CDW Government Inc	CH12815	001 007 558 50 31 02	PL-Permit Related Op. Costs	Articulating Monitor Stand	56428	\$182.74
CDW Government Inc	CJ72093	510 006 518 80 49 15	LR - Quest Backup Solution	Quest Rapid Recovery Hyper V Renewal	56428	\$2,697.84
					56428 Total	\$6,125.82
Central Welding Supply Co Inc	RN08220996	001 010 576 80 31 00	PK-Operating Costs	Argon Gas/Centralshield/Propane	56429	\$21.70
Central Welding Supply Co Inc	RN08220996	101 016 544 90 31 02	ST-Operating Cost	Argon Gas/Centralshield/Propane	56429	\$21.71
Central Welding Supply Co Inc	RN08220996	410 016 531 10 31 02	SW - Operating Costs	Argon Gas/Centralshield/Propane	56429	\$21.71
					56429 Total	\$65.12
Cintas Loc 460	4128788028	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56430	\$147.18
Cintas Loc 460	4128788028	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56430	\$147.18
Cintas Loc 460	4128788028	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56430	\$147.18
Cintas Loc 460	4129451857	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56430	\$147.18
Cintas Loc 460	4129451857	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56430	\$147.18
Cintas Loc 460	4129451857	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56430	\$147.18

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Cintas Loc 460	4130285090	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56430	\$153.30
Cintas Loc 460	4130285090	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56430	\$153.30
Cintas Loc 460	4130285090	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56430	\$153.29
					56430 Total	\$1,342.97
City of Everett	I22004497	410 016 531 10 41 01	SW - Professional Services	Fecal Coliform Analysis	56431	\$165.00
City of Everett	I22004544	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 07-2022	56431	\$1,410.00
					56431 Total	\$1,575.00
City of Marysville	LKS22-7	001 013 512 52 40 00	GG-Municipal Court Fees 2022	Marysville Court Citations 07-2022	56432	\$7,546.20
					56432 Total	\$7,546.20
Coast Gateway LLC	648572	001 008 521 20 43 00	LE-Travel & Per Diem	BLEEA Academy Burien WA Hotel - O Scholz	56433	\$510.65
					56433 Total	\$510.65
Cooper	082422 COOPER	001 008 521 20 31 00	LE-Office Supplies	Handcuff Key	56434	\$14.87
					56434 Total	\$14.87
Crystal Springs	5249844 090122	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	56435	\$39.23
Crystal Springs	5249844 090122	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	56435	\$39.23
Crystal Springs	5249844 090122	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	56435	\$95.90
					56435 Total	\$174.36
Dept of Licensing	082022 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 08/14/22 thru 08/20/22	56436	\$216.00
Dept of Licensing	082722 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 08/21/22 thru 08/27/22	56436	\$270.00
					56436 Total	\$486.00
Dept of Retirement (Deferred Comp)	82522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$4,642.45
					0 Total	\$4,642.45
Dept of Retirement PERS LEOFF	82522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$64,501.28
Dept of Retirement PERS LEOFF	82522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State portion	0	\$3,927.68
					0 Total	\$68,428.96
Dept of Revenue EFT	Jul-22	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes - July 2022	0	\$1,871.89
					0 Total	\$1,871.89
Dicks Towing Inc	18226003	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-13915	56437	\$126.39
					56437 Total	\$126.39
Dobbs Heavy Duty Holdings LLC	026P36624	410 016 531 10 31 02	SW - Operating Costs	Oil Filler Cap PW77	56438	\$26.39
					56438 Total	\$26.39
Dreher	082822 DREHER D	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Bed	56439	\$65.45
					56439 Total	\$65.45
EFTPS	82522	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$105,539.00
					0 Total	\$105,539.00
Electronic Business Machines	AR226711	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - 2WU09725	56440	\$55.32
Electronic Business Machines	AR227187	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	56440	\$14.53
Electronic Business Machines	AR227187	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	56440	\$14.53
Electronic Business Machines	AR227187	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - JMQ17151	56440	\$14.53
Electronic Business Machines	AR228509	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - QNN08471	56440	\$14.62
Electronic Business Machines	AR228509	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - QNN08471	56440	\$14.63
Electronic Business Machines	AR228509	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - QNN08471	56440	\$14.62
Electronic Business Machines	AR228524	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Copy Cost CH - 2YJ04075	56440	\$182.34
Electronic Business Machines	AR228524	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Copy Cost CH - 2YJ04075	56440	\$182.34
Electronic Business Machines	AR228524	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Copy Cost CH - 2YJ04075	56440	\$182.34
					56440 Total	\$689.80

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Elite Securities Inc	39600	001 010 576 80 31 00	PK-Operating Costs	Services Call - Key/Core	56441	\$321.85
					56441 Total	\$321.85
Everett Steel Inc	367453	302 010 594 76 61 09	PM - Davies Beach	Alum Sheets/Piano Hinges - Davies Dock	56442	\$619.01
					56442 Total	\$619.01
Ewing Irrigation Products Inc	17506432	001 012 572 20 31 00	CS- Library-Office & Operating	Pressure Reducing Valve - Library	56443	\$329.23
Ewing Irrigation Products Inc	17506544	001 010 576 80 31 00	PK-Operating Costs	Valves/Couplings/Brass Nipples/Bushings/Drain Caps	56443	\$624.30
					56443 Total	\$953.53
Fastenal Company	WAARN160135	410 016 531 10 35 00	SW - Small Tools	Milwaukee Force Logic Press Tool	56444	\$60.33
					56444 Total	\$60.33
Feldman & Lee PS	08-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 08-2022	56445	\$10,600.00
					56445 Total	\$10,600.00
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	56408	\$177.57
					56408 Total	\$177.57
Gailey	082722 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	APWA Conf Uber from Airport to Hotel - Gailey	56446	\$32.86
Gailey	083122 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	APWA Conf Flight - Gailey	56446	\$1,063.70
Gailey	083122 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	APWA Conf Hotel - Gailey	56446	\$995.76
Gailey	083122 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	APWA Conf Uber from Hotel to Airport - Gailey	56446	\$25.47
					56446 Total	\$2,117.79
Governmentjobscom Inc	INV-28528	004 013 518 20 40 00	RR - Professional Services	Onboard Software Subscription	56447	\$5,364.04
					56447 Total	\$5,364.04
Grainger	9405722209	101 016 544 90 31 02	ST-Operating Cost	Flush Valve Cartridge/Screwdriver/Cartridge Removal Wrench	56448	\$79.93
Grainger	9405722217	101 016 544 90 31 02	ST-Operating Cost	Pressure Assist Flushing System/Water Filter Cartridges	56448	\$395.79
Grainger	9413363574	001 010 576 80 31 00	PK-Operating Costs	Electric Tote Pump	56448	\$331.90
Grainger	9413363574	101 016 544 90 31 02	ST-Operating Cost	Electric Tote Pump	56448	\$331.89
Grainger	9413363574	410 016 531 10 31 02	SW - Operating Costs	Electric Tote Pump	56448	\$331.89
Grainger	9417880532	001 010 576 80 31 00	PK-Operating Costs	Hydraulic Door Closer/Foam Brushes	56448	\$56.15
Grainger	9417880532	101 016 544 90 31 02	ST-Operating Cost	Hydraulic Door Closer/Foam Brushes	56448	\$56.15
Grainger	9417880532	410 016 531 10 31 02	SW - Operating Costs	Hydraulic Door Closer/Foam Brushes	56448	\$56.15
Grainger	9421823114	302 010 594 76 61 09	PM - Davies Beach	Rivet Nut	56448	\$10.01
Grainger	9421823130	101 016 544 90 31 02	ST-Operating Cost	Aerosol Dry Lubricant	56448	\$10.59
Grainger	9426227782	101 016 544 90 31 02	ST-Operating Cost	Linear Flour Bulbs	56448	\$254.61
					56448 Total	\$1,915.06
Grange Supply Inc	621655/4	101 016 544 90 31 02	ST-Operating Cost	Propane	56449	\$10.28
					56449 Total	\$10.28
Granite Construction Supply	96254	101 016 542 64 31 00	ST-Traffic Control - Supply	Cones	56450	\$285.00
Granite Construction Supply	96478	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	56450	\$551.95
Granite Construction Supply	96479	101 016 542 64 31 00	ST-Traffic Control - Supply	Traffic Cones	56450	\$767.38
Granite Construction Supply	96567	101 016 542 64 31 00	ST-Traffic Control - Supply	White Flats w/Skid Optics	56450	\$158.78
Granite Construction Supply	96584	101 016 542 64 31 00	ST-Traffic Control - Supply	White Flats w/Skid Optics	56450	\$1,042.73
					56450 Total	\$2,805.84
Halbakken	040322HALBAKKEN	001 000 382 10 00 01	The Mill - Deposit	LS22-Halbakken The Stack Rental 04/03/22 Deposit Refund	56451	\$100.00
					56451 Total	\$100.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Hathaway	33636	001 007 558 50 31 00	PL-Office Supplies	Nameplates - Colton/Connor/Bryan	56452	\$42.70
Hathaway	33645	001 007 558 50 31 00	PL-Office Supplies	Nameplate - Fauth	56452	\$18.63
Hathaway	33646	410 016 531 10 31 02	SW - Operating Costs	Nameplate/Holder - Farrant	56452	\$40.61
Hathaway	33646	001 007 558 50 31 00	PL-Office Supplies	Nameplate/Holder - Levitan	56452	\$40.61
					56452 Total	\$142.55
Highmark Capital LLC	69699	001 008 521 20 31 00	LE-Office Supplies	J-Rail Installation Kits	56453	\$722.25
					56453 Total	\$722.25
Home Depot	1010055	001 010 576 80 31 00	PK-Operating Costs	Spigot Elbow Fitting - Row Club	56454	\$82.78
Home Depot	3011249	101 016 544 90 31 02	ST-Operating Cost	Wrench Set/Pliers/Clamps/Impact Drill Kit/Saw Kit	56454	\$1,255.11
Home Depot	4010970	001 010 576 80 31 00	PK-Operating Costs	Tape/Conduit/Screws/Straps	56454	\$101.67
Home Depot	4010970	101 016 544 90 31 02	ST-Operating Cost	Tape/Conduit/Screws/Straps	56454	\$101.66
Home Depot	4010970	410 016 531 10 31 02	SW - Operating Costs	Tape/Conduit/Screws/Straps	56454	\$101.66
Home Depot	4014676	302 010 594 76 61 09	PM - Davies Beach	Plywood - Davies Dock	56454	\$354.83
Home Depot	5012630	001 010 576 80 31 00	PK-Operating Costs	Impact Drill Kit/Screws/Tapered Handle/Bolts	56454	\$257.58
					56454 Total	\$2,255.29
Honey Bucket	552943554	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	56455	\$330.89
Honey Bucket	552943555	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	56455	\$274.45
Honey Bucket	552949780	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 12308 17th Pl NE	56455	\$155.50
Honey Bucket	552949781	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - North Cove Boat Launch	56455	\$274.45
Honey Bucket	552958451	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	56455	\$142.50
Honey Bucket	552958452	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	56455	\$224.00
Honey Bucket	552967389	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	56455	\$249.50
Honey Bucket	552970571	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	56455	\$170.50
Honey Bucket	552979516	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 1806 Main St North Cove	56455	\$790.00
Honey Bucket	552982116	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	56455	\$156.75
Honey Bucket	552991050	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	56455	\$132.00
					56455 Total	\$2,900.54
HSA Bank	82522	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	56409	\$125.00
					56409 Total	\$125.00
HW Lochner Inc	17878-24	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	56456	\$863.84
					56456 Total	\$863.84
ICONIX Waterworks US Inc	U2216037992	001 010 576 80 31 00	PK-Operating Costs	Manhole Grade Ring	56457	\$338.12
ICONIX Waterworks US Inc	U2216041730	001 010 576 80 31 00	PK-Operating Costs	Adapter/Rolled Insert	56457	\$211.03
					56457 Total	\$549.15
Industrial Bolt & Supply Inc	792658-1	101 016 544 90 31 02	ST-Operating Cost	Drills/Washers	56458	\$126.43
Industrial Bolt & Supply Inc	793482-1	410 016 531 10 35 00	SW - Small Tools	Washers/Nuts	56458	\$112.39
Industrial Bolt & Supply Inc	793720-1	410 016 531 10 35 00	SW - Small Tools	Drills/Fuse	56458	\$135.52
					56458 Total	\$374.34
Ink It Your Way LLC	8742	001 008 521 20 31 02	LE-Minor Equipment	T-Shirts with Guns/Hoses Event Logo	56459	\$33.34
					56459 Total	\$33.34
International Assoc of Chiefs of	233379	001 008 521 20 49 00	LE-Dues & Memberships	IACP Subscriber Dues Oct 2022 - Sept 2023	56460	\$525.00
					56460 Total	\$525.00
J Thayer Co Inc	1607032-0	101 016 544 90 31 02	ST-Operating Cost	Pledge Cleaner/Microfiber Wipes	56461	\$26.62
J Thayer Co Inc	1607358-0	101 016 544 90 31 02	ST-Operating Cost	Pledge Cleaner	56461	\$50.18
					56461 Total	\$76.80

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Kaiser Permanente	72230012	001 010 576 80 41 00	PK-Professional Services	Commercial Drivers Med Exam - Bredstrand	56462	\$12.50
Kaiser Permanente	72230012	001 013 518 20 41 00	GG-Professional Service	Commercial Drivers Med Exam - Bredstrand	56462	\$12.50
Kaiser Permanente	72230012	101 016 542 30 41 02	ST-Professional Service	Commercial Drivers Med Exam - Bredstrand	56462	\$50.00
Kaiser Permanente	72230012	410 016 531 10 41 01	SW - Professional Services	Commercial Drivers Med Exam - Bredstrand	56462	\$50.00
Kaiser Permanente	72230012	001 010 576 80 41 00	PK-Professional Services	Commercial Drivers Med Exam - Fields	56462	\$25.00
Kaiser Permanente	72230012	101 016 542 30 41 02	ST-Professional Service	Commercial Drivers Med Exam - Fields	56462	\$50.00
Kaiser Permanente	72230012	410 016 531 10 41 01	SW - Professional Services	Commercial Drivers Med Exam - Fields	56462	\$50.00
Kaiser Permanente	72230012	101 016 542 30 41 02	ST-Professional Service	Commercial Drivers Med Exam - Waltz	56462	\$62.50
Kaiser Permanente	72230012	410 016 531 10 41 01	SW - Professional Services	Commercial Drivers Med Exam - Waltz	56462	\$62.50
Kaiser Permanente	72230012	001 008 521 20 41 00	LE-Professional Services	New Employee Health Screening - Tannen	56462	\$525.00
Kaiser Permanente	72230012	001 008 521 20 41 00	LE-Professional Services	New Employee Health Screening - Walters	56462	\$133.00
Kaiser Permanente	72230012	410 016 531 10 41 01	SW - Professional Services	Screening - Womack	56462	\$28.00
Kaiser Permanente	72230012	001 010 576 80 41 00	PK-Professional Services	Vaccines - Young, K	56462	\$236.00
					56462 Total	\$1,297.00
Kustom Signals Inc	596164	520 008 594 21 63 00	Vehicles - Capital Equip	Display Bail Mount Kit/Antenna Cables/Mount	56463	\$501.07
					56463 Total	\$501.07
Lake Industries LLC	294242	410 016 531 10 31 02	SW - Operating Costs	Hualing Services - Channel Clean Out	56464	\$180.00
Lake Industries LLC	294289	410 016 531 10 31 02	SW - Operating Costs	Hualing Services - Channel Clean Out	56464	\$90.00
Lake Industries LLC	294318	410 016 531 10 31 02	SW - Operating Costs	Hualing Services - PW Yard Export	56464	\$450.00
					56464 Total	\$720.00
Lake Stevens Chamber of Commerce	09-2022 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 09-2022	56465	\$1,500.00
					56465 Total	\$1,500.00
Lake Stevens Police Guild	82522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	56410	\$1,157.25
					56410 Total	\$1,157.25
Land Development Consultants Inc	28408	101 016 544 20 41 00	ST-Prof Srv - Engineering	On-Call T Intersection Analysis	56466	\$222.50
Land Development Consultants Inc	28411	304 016 595 30 60 03	Festival Street/Mill Spur	Festival Street Design	56466	\$1,961.38
Land Development Consultants Inc	28469	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Frontier Heights Park Playfields	56466	\$11,492.29
					56466 Total	\$13,676.17
Lemay Mobile Shredding Inc	4760910S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	56467	\$12.58
Lemay Mobile Shredding Inc	4762342S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	56467	\$25.16
Lemay Mobile Shredding Inc	4762654S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW	56467	\$5.68
Lemay Mobile Shredding Inc	4762654S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW	56467	\$5.69
Lemay Mobile Shredding Inc	4762654S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW	56467	\$5.69
					56467 Total	\$54.80
Lowes Companies	947078	001 012 575 51 31 00	CS- Grimm House - Operating	PVC/Ground Spout/Impact Socket Set - Grimm House	56468	\$217.43
					56468 Total	\$217.43
Millerstoultime	8302252874	001 010 576 80 31 00	PK-Operating Costs	Radiator Hose Pick Set	56469	\$81.46
Millerstoultime	8302252874	101 016 544 90 31 02	ST-Operating Cost	Radiator Hose Pick Set	56469	\$81.46
Millerstoultime	8302252874	410 016 531 10 31 02	SW - Operating Costs	Radiator Hose Pick Set	56469	\$81.46
					56469 Total	\$244.38
MissionSquare - 108991	803045	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	56411	\$435.73
					56411 Total	\$435.73
MissionSquare - 307428	803052	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	56412	\$1,815.99
					56412 Total	\$1,815.99
Monroe Correctional Complex	MCC2207.1361	410 016 531 10 31 02	SW - Operating Costs	DOC Work Crew 07-2022	56470	\$313.24
					56470 Total	\$313.24

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
MSR West Lake LLC	082522 MSR WEST	003 000 322 10 00 00	Building Permits	BLD2022-0661 BLD A Refund	56471	\$2,913.95
MSR West Lake LLC	082522 MSR WEST	003 000 322 10 00 00	Building Permits	BLD2022-0676 BLD B Refund	56471	\$2,913.95
MSR West Lake LLC	082522 MSR WEST	003 000 322 10 00 00	Building Permits	BLD2022-0677 BLD C Refund	56471	\$3,686.02
MSR West Lake LLC	082522 MSR WEST	003 000 322 10 00 00	Building Permits	BLD2022-0678 BLD D Refund	56471	\$2,913.95
					56471 Total	\$12,427.87
Myron Corp	132586686	001 008 521 30 31 00	LE-Community Outreach Supplies	Plastic Bags	56472	\$456.25
					56472 Total	\$456.25
National Construction Rentals Inc	6627182	302 010 594 76 61 09	PM - Davies Beach	Temporary Fence Panels - Davies Beach Dock	56473	\$542.01
National Construction Rentals Inc	6663104	304 016 595 30 60 03	Festival Street/Mill Spur	Temporary Fence Panels - 1804 Main St	56473	\$542.01
					56473 Total	\$1,084.02
National Public Employer Labor Relations Assoc	191	001 005 518 10 49 00	HR-Miscellaneous	2022 NPFLRA Membership - Warrington	56474	\$93.75
National Public Employer Labor Relations Assoc	279	001 005 518 10 49 01	HR-Staff Development	WAPELRA Conf Registration - Warrington	56474	\$289.00
					56474 Total	\$382.75
Nationwide Retirement Solution	82522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$4,732.77
					0 Total	\$4,732.77
Nelson Petroleum Inc	0805767-IN	001 007 559 30 32 00	PB-Fuel	Fuel	56475	\$70.77
Nelson Petroleum Inc	0805767-IN	001 008 521 20 32 00	LE-Fuel	Fuel	56475	\$2,246.03
Nelson Petroleum Inc	0805767-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	56475	\$1,548.14
Nelson Petroleum Inc	0805767-IN	101 016 542 30 32 00	ST-Fuel	Fuel	56475	\$3,096.29
Nelson Petroleum Inc	0805767-IN	410 016 531 10 32 00	SW - Fuel	Fuel	56475	\$3,096.29
Nelson Petroleum Inc	0806647-IN	001 010 576 80 31 00	PK-Operating Costs	DEF - Diesel Fluid	56475	\$412.03
Nelson Petroleum Inc	0806647-IN	101 016 544 90 31 02	ST-Operating Cost	DEF - Diesel Fluid	56475	\$412.04
Nelson Petroleum Inc	0806647-IN	410 016 531 10 31 02	SW - Operating Costs	DEF - Diesel Fluid	56475	\$412.04
Nelson Petroleum Inc	0807053-IN	001 007 559 30 32 00	PB-Fuel	Fuel	56475	\$194.55
Nelson Petroleum Inc	0807053-IN	001 008 521 20 32 00	LE-Fuel	Fuel	56475	\$4,560.71
Nelson Petroleum Inc	0807053-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	56475	\$984.25
Nelson Petroleum Inc	0807053-IN	101 016 542 30 32 00	ST-Fuel	Fuel	56475	\$1,968.48
Nelson Petroleum Inc	0807053-IN	410 016 531 10 32 00	SW - Fuel	Fuel	56475	\$1,968.48
					56475 Total	\$20,970.10
North Coast Electric Company	S011815435.003	001 010 576 80 31 00	PK-Operating Costs	Lot Hubbell Lighting	56476	\$2,447.92
					56476 Total	\$2,447.92
O Reilly Auto Parts	2960-343149	001 010 576 80 31 00	PK-Operating Costs	Wheel Chock	56477	\$32.71
O Reilly Auto Parts	2960-343535	001 010 576 80 31 00	PK-Operating Costs	Oil Filters/Motor Oil	56477	\$29.11
O Reilly Auto Parts	2960-343535	101 016 544 90 31 02	ST-Operating Cost	Oil Filters/Motor Oil	56477	\$29.12
O Reilly Auto Parts	2960-343535	410 016 531 10 31 02	SW - Operating Costs	Oil Filters/Motor Oil	56477	\$29.12
O Reilly Auto Parts	2960-344732	001 010 576 80 31 00	PK-Operating Costs	Car Wash	56477	\$4.72
O Reilly Auto Parts	2960-344732	101 016 544 90 31 02	ST-Operating Cost	Car Wash	56477	\$4.72
O Reilly Auto Parts	2960-344732	410 016 531 10 31 02	SW - Operating Costs	Car Wash	56477	\$4.72
O Reilly Auto Parts	2960-345737	001 010 576 80 31 00	PK-Operating Costs	Fuel/Water Separator Filters	56477	\$20.49
O Reilly Auto Parts	2960-345737	101 016 544 90 31 02	ST-Operating Cost	Fuel/Water Separator Filters	56477	\$20.48
O Reilly Auto Parts	2960-345737	410 016 531 10 31 02	SW - Operating Costs	Fuel/Water Separator Filters	56477	\$20.48
O Reilly Auto Parts	2960-346158	001 010 576 80 31 00	PK-Operating Costs	Battery/Isolator Switch PW13	56477	\$107.10
O Reilly Auto Parts	2960-346158	101 016 544 90 31 02	ST-Operating Cost	Battery/Isolator Switch PW13	56477	\$107.11
O Reilly Auto Parts	2960-346158	410 016 531 10 31 02	SW - Operating Costs	Battery/Isolator Switch PW13	56477	\$107.11
					56477 Total	\$516.99

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ogden Murphy Wallace PLLC	865635	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 07-2022	56478	\$25,233.50
Ogden Murphy Wallace PLLC	865635	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 07-2022 Powerline Trail - Quail Court	56478	\$1,621.50
Ogden Murphy Wallace PLLC	865635	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 07-2022 PRR	56478	\$777.00
Ogden Murphy Wallace PLLC	865635	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 07-2022 Sewer	56478	\$103.50
					56478 Total	\$27,735.50
Owen Equipment Company	107604	410 016 531 10 31 02	SW - Operating Costs	Clamps/Gaskets/Toggle Bolts/Rubber Hoses/ Flanges	56479	\$4,025.68
					56479 Total	\$4,025.68
Pace Engineers Inc	84441	302 010 594 76 61 14	PM - Cedarwood Park	Cedarwood Feasibility Study	56480	\$9,090.50
					56480 Total	\$9,090.50
Pallet SPC	082622 PALLETT	001 000 382 10 00 01	The Mill - Deposit	LS22-Alkhalil Hartford Hall Rental 08/26/22 Deposit Refund	56481	\$250.00
					56481 Total	\$250.00
Pape Machinery Inc	13867213	001 010 576 80 31 00	PK-Operating Costs	John Deere Oil	56482	\$58.93
Pape Machinery Inc	13867213	101 016 544 90 31 02	ST-Operating Cost	John Deere Oil	56482	\$58.93
Pape Machinery Inc	13867213	410 016 531 10 31 02	SW - Operating Costs	John Deere Oil	56482	\$58.93
					56482 Total	\$176.79
Pape Machinery Inc	4M 297404 S	530 016 594 48 60 00	Purchase Of Capital Equipment	2022 John Deere 410L Backhoe	56483	\$162,521.59
					56483 Total	\$162,521.59
Parnell	080722 PARNELL	001 008 521 20 43 00	LE-Travel & Per Diem	Lyft Ride from Airport to Conf Hotel CAC Conf Dallas TX	56484	\$42.78
Parnell	081222 PARNELL	001 008 521 20 43 00	LE-Travel & Per Diem	Lyft Ride to Airport from Conf Hotel CAC Conf Dallas TX	56484	\$45.82
					56484 Total	\$88.60
PB Parent Holdco LP	PSI837975	001 010 576 80 41 00	PK-Professional Services	Annual Fire Extinguisher Certification	56485	\$120.92
PB Parent Holdco LP	PSI837975	101 016 542 30 41 02	ST-Professional Service	Annual Fire Extinguisher Certification	56485	\$120.93
PB Parent Holdco LP	PSI837975	410 016 531 10 41 01	SW - Professional Services	Annual Fire Extinguisher Certification	56485	\$120.92
PB Parent Holdco LP	PSI850008	001 010 576 80 41 00	PK-Professional Services	Annual Fire Extinguisher Certification	56485	\$31.27
PB Parent Holdco LP	PSI850008	101 016 542 30 41 02	ST-Professional Service	Annual Fire Extinguisher Certification	56485	\$31.28
PB Parent Holdco LP	PSI850008	410 016 531 10 41 01	SW - Professional Services	Annual Fire Extinguisher Certification	56485	\$31.28
					56485 Total	\$456.60
Petershagen	0822PETERSHAGEN	510 000 341 81 00 00	Technology Fee	BLD2022-0816 Refund	56486	\$2.25
Petershagen	0822PETERSHAGEN	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2022-0816 Refund	56486	\$6.50
					56486 Total	\$8.75
PowerDMS Inc	INV-24663	001 008 521 20 41 01	LE-Professional Serv-Fixed	Agency360 Basic Annual Subscription	56487	\$1,384.28
					56487 Total	\$1,384.28
Precision Electric Group Inc	222328-1	001 013 518 20 31 00	GG-Operating Costs	Repair Damaged Pole Light - Insurance Recovery	56488	\$1,172.83
					56488 Total	\$1,172.83
Precision Turf Equipment LLC	12088-52183	001 010 576 80 31 00	PK-Operating Costs	Oil for 2 Cycle Equipment	56489	\$316.30
Precision Turf Equipment LLC	12088-52308	001 010 576 80 31 00	PK-Operating Costs	Idler Pulley	56489	\$21.69
					56489 Total	\$337.99
Proforce Marketing Inc	490413	001 008 521 20 31 05	LE-Equipment - New Officers	Firearm Accessories PO #1870	56490	\$610.83
Proforce Marketing Inc	491007	520 008 594 21 63 03	Firearm - Capital Equip	Firearm Accessories PO #1873	56490	\$43.51
Proforce Marketing Inc	491175	520 008 594 21 63 03	Firearm - Capital Equip	Firearm Accessories PO #1859	56490	\$4,455.25
Proforce Marketing Inc	491912	001 008 521 20 31 05	LE-Equipment - New Officers	Firearm Accessories	56490	\$814.34
Proforce Marketing Inc	492294	001 008 521 20 31 05	LE-Equipment - New Officers	Firearm Accessories PO #1870	56490	\$43.51
Proforce Marketing Inc	492542	001 008 521 20 31 05	LE-Equipment - New Officers	Firearm Accessories PO #1871	56490	\$980.91
					56490 Total	\$6,948.35
Public Safety Testing Inc	PSTI22-265	001 008 521 20 41 00	LE-Professional Services	Background Investigation - Police Officers	56491	\$2,614.80
					56491 Total	\$2,614.80

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Puget Sound Energy	22339471 0822	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	56492	\$86.81
Puget Sound Energy	24316495 0822	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	56492	\$11.95
Puget Sound Energy	24316495 0822	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	56492	\$11.96
Puget Sound Energy	24316495 0822	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	56492	\$11.96
Puget Sound Energy	24770236 0822	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	56492	\$38.09
Puget Sound Energy	28663866 0822	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	56492	\$49.46
Puget Sound Energy	28663874 0822	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	56492	\$35.87
Puget Sound Energy	3723810 0822	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	56492	\$40.40
					56492 Total	\$286.50
Purchase Power	08-2022 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	56493	\$20.14
Purchase Power	08-2022 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	56493	\$154.38
Purchase Power	08-2022 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	56493	\$12.74
Purchase Power	08-2022 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	56493	\$12.74
					56493 Total	\$200.00
Quality Custom Blinds	1671	001 012 575 50 31 00	CS- The Mill- Ops	Blinds for Sawyers Room - Final Payment	56494	\$4,674.87
					56494 Total	\$4,674.87
Rexel USA Inc	3E37535	101 016 544 90 31 02	ST-Operating Cost	Light Bulbs/Utility Knife	56495	\$95.12
					56495 Total	\$95.12
Right On Heating and Sheet Metal Inc	29222	001 012 572 20 48 00	CS- Library-Repair & Maint	Service Call - Heat Pump Compressor at Library	56496	\$2,254.45
					56496 Total	\$2,254.45
RMT Equipment	E00535	004 013 594 18 60 01	RR - Capital Purchases	Remote Control Slope Mower	56497	\$158,047.82
					56497 Total	\$158,047.82
Robinson	082722 ROBINSON	001 000 382 10 00 01	The Mill - Deposit	LS22-Robinson Hartford Hall Rental 08/27/22 Deposit Refund	56498	\$500.00
					56498 Total	\$500.00
San Diego Police Equipment Co Inc	653268	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ammo PO #1831	56499	\$4,679.95
					56499 Total	\$4,679.95
Sherwin-Williams Co	4231-1	101 016 544 90 31 02	ST-Operating Cost	Paint	56500	\$378.37
Sherwin-Williams Co	4545-5	001 010 576 80 31 00	PK-Operating Costs	Paint	56500	\$89.42
Sherwin-Williams Co	4545-5	101 016 544 90 31 02	ST-Operating Cost	Paint	56500	\$89.43
Sherwin-Williams Co	4545-5	410 016 531 10 31 02	SW - Operating Costs	Paint	56500	\$89.43
Sherwin-Williams Co	6470-0	001 010 576 80 31 00	PK-Operating Costs	Paint/Trays	56500	\$25.80
Sherwin-Williams Co	6470-0	101 016 544 90 31 02	ST-Operating Cost	Paint/Trays	56500	\$25.79
Sherwin-Williams Co	6470-0	410 016 531 10 31 02	SW - Operating Costs	Paint/Trays	56500	\$25.79
					56500 Total	\$724.03
Snohomish County Human Services Dept	I000596116	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	Q2 2022 Liquor Excise Taxes	56501	\$2,851.37
					56501 Total	\$2,851.37
Snohomish County Public Works	I000596991	101 016 544 90 31 02	ST-Operating Cost	Signal/Sign Repair & Maint 07-2022	56502	\$1,207.12
					56502 Total	\$1,207.12
Snohomish County PUD	100668550	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	56503	\$8.61
Snohomish County PUD	100668550	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	56503	\$1,283.95
Snohomish County PUD	100668550	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	56503	\$240.05
Snohomish County PUD	100672727	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	56503	\$127.45
Snohomish County PUD	100672727	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	56503	\$2,500.84
Snohomish County PUD	100672727	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	56503	\$29.01
Snohomish County PUD	100672727	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	56503	\$71.74

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	105857692	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	56503	\$409.52
Snohomish County PUD	105857693	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	56503	\$1,458.45
Snohomish County PUD	105865921	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	56503	\$86.73
Snohomish County PUD	105865921	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	56503	\$86.73
Snohomish County PUD	105865921	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	56503	\$86.72
Snohomish County PUD	109144335	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	56503	\$50.96
Snohomish County PUD	109148122	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	56503	\$55.31
Snohomish County PUD	109149218	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 Commercial Bldg 1819 S Lake Stevens Rd	56503	\$769.99
Snohomish County PUD	112434668	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	56503	\$172.19
Snohomish County PUD	119048558	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	56503	\$1.56
Snohomish County PUD	119048558	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	56503	\$1.56
Snohomish County PUD	119048558	410 016 531 10 47 00	SW - Utilities	202340527 Decant Yard	56503	\$1.55
Snohomish County PUD	125669606	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Electric 12308 17th Pl NE	56503	\$38.75
Snohomish County PUD	125669606	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Water 12308 17th Pl NE	56503	\$26.13
Snohomish County PUD	125671401	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	56503	\$68.25
Snohomish County PUD	128943659	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	56503	\$127.93
Snohomish County PUD	128943659	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	56503	\$274.95
Snohomish County PUD	128943659	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	56503	\$4,685.01
Snohomish County PUD	128943659	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	56503	\$26.60
Snohomish County PUD	128943659	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	56503	\$41.88
Snohomish County PUD	128943659	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	56503	\$66.78
Snohomish County PUD	128943659	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	56503	\$30.20
Snohomish County PUD	128943659	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	56503	\$449.72
Snohomish County PUD	128943659	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	56503	\$55.31
Snohomish County PUD	128950599	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	56503	\$8.68
Snohomish County PUD	128950599	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Electric	56503	\$458.74
Snohomish County PUD	132248919	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	56503	\$21.52
Snohomish County PUD	132259279	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	56503	\$108.84
Snohomish County PUD	132259279	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	56503	\$71.04
Snohomish County PUD	135557289	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	56503	\$51.24
					56503 Total	\$14,054.49
Snohomish County PUD	138760908	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	56504	\$82.04
Snohomish County PUD	142083830	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric	56504	\$15.73
Snohomish County PUD	142090889	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	56504	\$55.67
Snohomish County PUD	145415970	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	56504	\$458.08
Snohomish County PUD	148705287	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	56504	\$76.74
Snohomish County PUD	148711932	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	56504	\$65.16
Snohomish County PUD	148711932	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	56504	\$65.14
Snohomish County PUD	148711932	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	56504	\$65.14
Snohomish County PUD	148717699	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	56504	\$164.39
Snohomish County PUD	151994745	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	56504	\$25.64
Snohomish County PUD	151997900	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	56504	\$21.52
Snohomish County PUD	152000083	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	56504	\$59.69
Snohomish County PUD	152003597	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	56504	\$84.55
Snohomish County PUD	155249981	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	56504	\$45.40
Snohomish County PUD	158438360	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	56504	\$79.80
Snohomish County PUD	161604048	001 010 576 80 47 00	PK-Utilities	223477167 Mill Spur Electric	56504	\$84.14

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	164807138	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	56504	\$55.28
Snohomish County PUD	164809912	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	56504	\$232.34
Snohomish County PUD	164809912	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	56504	\$232.33
Snohomish County PUD	164809912	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	56504	\$232.33
					56504 Total	\$2,201.11
Snohomish County Sheriffs Office	2022-7342	001 008 523 60 41 00	LE-Jail	Jail Services Medical 04-2022 Additional	56505	\$0.10
Snohomish County Sheriffs Office	2022-7441	001 008 523 60 41 00	LE-Jail	Jail Services 07-2022	56505	\$36,316.69
Snohomish County Sheriffs Office	2022-7459	001 008 523 60 41 00	LE-Jail	Jail Services Medical 07-2022	56505	\$1,383.04
					56505 Total	\$37,699.83
Snohomish County Treasurer	FY2022	001 013 518 20 47 01	GG-Storm Drainage	2022 Real Estate Tax 400 Sunnyside Blvd	56506	\$6,471.81
					56506 Total	\$6,471.81
Sound Publishing Inc	EDH960669	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0024 Fagerlie Annexation	56507	\$141.28
Sound Publishing Inc	EDH960752	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0037 Kjorsvik Dock	56507	\$94.72
Sound Publishing Inc	EDH960789	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0078 Lake Heights 12	56507	\$105.04
Sound Publishing Inc	EDH960943	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0210 Hisey Preliminary Plat	56507	\$184.16
Sound Publishing Inc	EDH961424	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0211/0212/0210	56507	\$115.36
Sound Publishing Inc	EDH961675	001 013 518 30 41 01	GG-Advertising	Ordinance 1143	56507	\$39.68
Sound Publishing Inc	EDH961676	001 013 518 30 41 01	GG-Advertising	Ordinance 1144	56507	\$32.80
					56507 Total	\$713.04
Sound Safety Products Co Inc	488884/1	001 010 576 80 31 01	PK-Ops-Clothing	Vest/Jacket - Ojalehto	56508	\$33.52
Sound Safety Products Co Inc	488884/1	101 016 542 90 31 01	ST-Clothing	Vest/Jacket - Ojalehto	56508	\$33.51
Sound Safety Products Co Inc	488884/1	410 016 531 10 31 00	SW - Clothing	Vest/Jacket - Ojalehto	56508	\$33.51
					56508 Total	\$100.54
Sound Security Inc	1063218	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	56509	\$571.21
Sound Security Inc	1063218	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	56509	\$385.00
Sound Security Inc	1063218	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	56509	\$196.48
Sound Security Inc	1063218	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	56509	\$196.49
Sound Security Inc	1063218	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	56509	\$196.48
					56509 Total	\$1,545.66
Stericycle Inc	3006115973	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Water Disposal PD	56510	\$10.36
Stericycle Inc	3006117499	001 010 576 80 31 00	PK-Operating Costs	Hazardous Water Disposal PW	56510	\$15.43
Stericycle Inc	3006117499	101 016 544 90 31 02	ST-Operating Cost	Hazardous Water Disposal PW	56510	\$15.42
Stericycle Inc	3006117499	410 016 531 10 31 02	SW - Operating Costs	Hazardous Water Disposal PW	56510	\$15.42
					56510 Total	\$56.63
StreetScan Inc	10810	101 016 542 30 41 02	ST-Professional Service	Asset Management Software License/Support	56511	\$4,250.00
StreetScan Inc	10810	410 016 531 10 41 01	SW - Professional Services	Asset Management Software License/Support	56511	\$4,250.00
					56511 Total	\$8,500.00
Summit Law Group PLLC	139150	001 011 515 41 41 03	Ext Consult - Labor Relations	General Labor Matters 07-2022	56512	\$525.00
					56512 Total	\$525.00
Sunbelt Rentals Inc	128462846-0001	101 016 542 30 45 00	ST-Rentals-Leases	Scissor Lift Rental	56513	\$908.03
					56513 Total	\$908.03
Swanson	083122 SWANSON	003 000 322 10 00 00	Building Permits	BLD2022-0859 Refund	56514	\$45.00
Swanson	083122 SWANSON	510 000 341 81 00 00	Technology Fee	BLD2022-0859 Refund	56514	\$1.35
					56514 Total	\$46.35

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Symbol Arts	438447	001 008 521 20 31 01	LE-Fixed Minor Equipment	Badge Tin Shipping Cost	56515	\$10.91
Symbol Arts	438448	001 008 521 20 31 01	LE-Fixed Minor Equipment	Badge K9 Cia Addtl	56515	\$60.91
Symbol Arts	438449	001 008 521 20 31 01	LE-Fixed Minor Equipment	Badge Tin Shipping Cost	56515	\$10.91
Symbol Arts	438752	001 008 521 20 31 01	LE-Fixed Minor Equipment	Badge K9 Cia	56515	\$130.92
Symbol Arts	439366	001 008 521 20 31 05	LE-Equipment - New Officers	CSO Badge	56515	\$120.01
					56515 Total	\$333.66
Technological Services Inc	24056	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Transmission Service 2019 Ford PIU	56516	\$120.89
Technological Services Inc	24100	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/New Tires/Brake Inspect PT-21-93	56516	\$1,221.04
Technological Services Inc	24140	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/New Tires/Transmission Svc 2020 Ford	56516	\$1,612.22
Technological Services Inc	24143	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Transmission Service A-18-80	56516	\$377.65
Technological Services Inc	24161	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Brake Inspect/Battery Replace PT-19-81	56516	\$494.39
Technological Services Inc	24185	001 008 521 20 48 00	LE-Repair & Maintenance Equip	AC Repair/Air Intake Hose A-14-68	56516	\$958.97
					56516 Total	\$4,785.16
The Hartford	16759481	301 016 595 61 64 04	TZ3 - 79th/8th Project	Surety Bond	56517	\$851.00
					56517 Total	\$851.00
Thompson Guilder & Associates Inc	1280	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services 08-2022	56518	\$445.50
					56518 Total	\$445.50
Top Marketing Agency LLC	08-22 TOPMARKET	001 000 362 00 00 15	Property Utility & Signs	Reimbursement for Overpayment on Direct Utilities Feb-Aug 2022	56519	\$550.62
					56519 Total	\$550.62
ULINE	152459398	001 010 576 80 31 00	PK-Operating Costs	Cabinet/Gloves/Cleaner	56520	\$137.12
ULINE	152459398	101 016 544 90 31 02	ST-Operating Cost	Cabinet/Gloves/Cleaner	56520	\$137.12
ULINE	152459398	410 016 531 10 31 02	SW - Operating Costs	Cabinet/Gloves/Cleaner	56520	\$137.13
ULINE	152575807	001 010 576 80 31 00	PK-Operating Costs	Dry Erase Board/Coat Hook/Sign/Fire Ext Cabinet	56520	\$221.58
ULINE	152575807	101 016 544 90 31 02	ST-Operating Cost	Dry Erase Board/Coat Hook/Sign/Fire Ext Cabinet	56520	\$221.59
ULINE	152575807	410 016 531 10 31 02	SW - Operating Costs	Dry Erase Board/Coat Hook/Sign/Fire Ext Cabinet	56520	\$221.59
					56520 Total	\$1,076.13
UPS	0000074Y42322	001 008 521 20 42 00	LE-Communication	Evidence Shipping	56521	\$30.19
UPS	0000074Y42342	001 008 521 20 42 00	LE-Communication	Evidence Shipping	56521	\$1.21
UPS	0000074Y42352	001 008 521 20 42 00	LE-Communication	Evidence Shipping	56521	\$19.84
					56521 Total	\$51.24
US Bank St Paul	2057801	214 008 591 21 71 01	2019A-2 LTGO Princ Pmt PD	LAKSLTGO19A2 Limited Tax General Obligation Bond 2019A-2	56522	\$185,000.00
US Bank St Paul	2057801	214 008 592 21 83 01	2019A-2 LTGO Interest Pmt PD	LAKSLTGO19A2 Limited Tax General Obligation Bond 2019A-2	56522	\$17,124.50
					56522 Total	\$202,124.50
US Bank St Paul	2057805	214 008 592 21 83 00	2019A-1 LTGO Interest Pymt PD	LAKSLTGO19A1 Limited Tax General Obligation Bond 2019A-1	56523	\$120,425.00
					56523 Total	\$120,425.00
Washington State Dept of Enterprise Svcs	71138392	410 016 531 10 49 01	SW - Staff Development	Technical Writing Registration - Clifton	56524	\$185.00
Washington State Dept of Enterprise Svcs	71139295	101 016 542 30 49 01	ST-Staff Development	Crucial Conversations for Accountability Registration - Connoll	56524	\$186.00
					56524 Total	\$371.00
Washington State Support Registry	82522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$546.86
					0 Total	\$546.86

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Willards Pest Control Co	390080	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	56525	\$77.98
Willards Pest Control Co	390081	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	56525	\$143.36
					56525 Total	\$221.34
WR Lake Stevens LLC	07-2022 WR	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles 07-2022	56526	\$525.00
WR Lake Stevens LLC	08-2022 WR	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles 08-2022	56526	\$580.00
					56526 Total	\$1,105.00
Zachor Stock & Krepps Inc PS	22-LKS-0008	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services	56527	\$13,818.48
					56527 Total	\$13,818.48
Ziply Fiber	08-2022 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	56528	\$225.31
Ziply Fiber	08-2022 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	56528	\$65.52
					56528 Total	\$290.83

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

August 23, 2022, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

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, Marcus Tageant, Anji Jorstad and Steve Ewing.

Call to Order

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

Pledge of Allegiance

The Mayor led the Pledge of Allegiance.

Roll Call

All Councilmembers were present.

Approval of Agenda

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve the agenda as presented.

Councilmember Frederick clarified for the record that the agreement on the consent agenda, Agreement for Distribution and Acceptance of Naloxone, is with the Snohomish Health District, not Snohomish County. The staff report has been corrected to reflect this.

Councilmember Daughtry and Councilmember Jorstad agreed to the clarification before the motion vote.

MOTION VOTE. The motion passed 7-0-0-0.

Guest Business

Introduce New City Employees:

Kelly Putnam, Police Records Specialist
Sarah Garceau, Parks and Recreation Director
David Green, Field Supervisor
Tyler Button, Facilities Maintenance Technician (will be rescheduled)
Scott VanOsrand, Crew Worker
Whitney Ojalehto, Engineering Technician

Snohomish County Comprehensive Solid and Hazardous Waste Management Plan

Jon Greninger Snohomish County Superintendent

A Resolution to approve the plan will come back to the Council at a future meeting.

Citizen Comments

Anne Simnowitz with North Cascades Crew. Anne spoke about concerns with the club being displaced from the dock.

Tom Hall, Lake Stevens. Tom urged the Council to ban fireworks in the City.

Todd, Lake Stevens. Todd urged the Council to vote against short term rentals.

Council Business

Proclamation Honoring the Leadership of Shawn Frederick, Snohomish Health District
Councilmember Jorstad read the proclamation into the record.

Councilmember Petershagen attended the Planning Commission meeting, Sewer Utility Commission meeting and the Legislative reception.

Councilmember Daughtry thanked staff for a great Aquafest event.

Councilmember Ewing thanked Councilmember Daughtry for his work on Aquafest. He thanked Councilmember Frederick for his work at Snohomish Health District. He stated the Suicide Awareness walk was a great event.

Mayor Business

Mayor Gailey thanked Councilmember Daughtry for his work with Aquafest. He thanked the Public Works crew for their work on the Davies Beach dock.

City Department Report

Departments presented updates to the Council.

Consent Agenda

MOTION. Councilmember Frederick 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 items:

- 2022 Vouchers
- City Council Meeting Minutes of June 28, 2022
- City Council Meeting Minutes of July 5, 2022
- City Council Meeting Minutes of July 12, 2022
- Agreement for Distribution and Acceptance of Naloxone
- Park Board Appointment

Public Hearing

LUA2022-0024: Fagerlie Annexation (Ordinance 1143)

Planning Manager Levitan explained that on March 8, 2022, the City Council passed Resolution 2022-01 accepting the 10% Fagerlie Annexation petition and authorizing the gathering of signatures for the 60% annexation petition. On April 11, 2022, the

applicant submitted the 60% annexation petition with signatures from property owners representing more than 60% of the assessed valuation of the properties contained within the proposed annexation area. On May 10, 2022, the City Council held a public hearing to consider the 60% Annexation petition and consider the land use and zoning designations for the properties proposed for the annexation.

At that May 10 meeting, the City Council adopted Resolution 2022-07 accepting the 60% Fagerlie Annexation Petition and issued a Notice of Intent to Annex and adopt land use and zoning designation for the annexed parcels. On July 19, 2022, the Snohomish County Council voted to approve motion 22-286, which stated that the Council did not oppose the Fagerlie annexation or invoke Boundary Review Board (BRB) jurisdiction to hold a hearing on the annexation. The BRB 45-day review period for BRB File 05-2022 ended on August 1, 2022, meaning that the City Council may now finalize the annexation via the adoption of a city ordinance. The area was formally annexed into Lake Stevens Sewer District boundaries on June 23, 2022 through a separate process.

The annexation area includes three properties and adjacent Williams Rd right-of-way (ROW) totaling approximately 13.9 acres and the signed petitioners own over 60% of the land value within the proposed annexation area. The annexation area is located south of Lake Stevens city limits, which is just across 20th St SE. The proposed annexation is an area bounded on the north by 20th St SE, on the east by a rural residential neighborhood (the beginning of the county's Rural Urban Transition Area, or RUTA), on the south by the White Oaks Ridge subdivision, and on the west by the Pasadera Heights subdivision.

In accordance with the adopted resolution 2022-07, the land use designation for the Fagerlie Annexation is proposed to be High Density Residential with a zoning designation of R8-12. Potential environmental impacts of the land use and zoning designations were evaluated by the city, and a SEPA Determination of Nonsignificance was issued on April 25, 2022, which generated no comments or appeals.

The notice of public hearing was posted on site (three separate signs), published in the Everett Herald, and mailed to property owners within 300 feet of the property on or around August 12, 2022. As of August 16, 2022, the city has not received any public comments.

Mayor Gailey opened the public hearing at 7:18 p.m.
There were no comments from the public.
Mayor Gailey closed the public hearing at 7:18 p.m.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Dickinson, to approve Ordinance 1143 – Fagerlie Annexation. The motion passed 7-0-0-0.

Action Items**Ordinance 1144 - Amending Lake Stevens Municipal Code Chapter 9.40**

City Attorney Rubstello explained that in February 2021, the Washington State Supreme Court struck down the strict drug laws of the state. These ruling hindered how officers lawfully search and seize an individuals or their property during paraphernalia and narcotic investigations.

Since the ruling, municipalities and cities with the support of the misdemeanor prosecutor, have been forced to update and enact new local ordinances related to paraphernalia laws that met the requirements of the WSSC's "Blake Decision".

LSMC Chapter 9.40 regulates crimes relating to controlled substances, drug paraphernalia, poisons, and toxic fumes. Together, the Lake Stevens Police Department, city attorneys' office and the local prosecutor's office are proposing the attached modifications to LSMC Chapter 9.40. By repealing the ordinance, the crime charges will fall under current state laws.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Frederick, to approve Ordinance 1144 – Amending Lake Stevens Municipal Code Chapter 9.40. The motion passed 7-0-0-0.

Resolution 2022-11 Right of Way Access Transfer

Director Wright explained that the City of Lake Stevens has received two requests from the Washington State Department of Transportation (WSDOT) requesting to purchase limited access rights to real property (Parcel Nos. 00493400400101 and 00493400400203) along SR-9 south of Market Place and along SR-9 between Market Place and 4th Street NE for planned highway improvements to SR-9 and SR-204. The Revised Code of Washington (RCW) 47.12.040 provides authority for the transfer of land for highway purposes.

As the project will create significant benefits for the Lake Steven community that address congestion, mobility and access issues, staff recommends approval of conveyance of the described access rights from the city of Lake Stevens (Drainage District 8) to WSDOT for the sum of one-thousand dollars (\$1000.00) or \$500 per identified property segment.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to approve Resolution 2022-11 – Right of Way Access Transfer and authorize the Mayor to execute the contract documents. The motion passed 7-0-0-0.

Prescription Opioid Litigation Settlement

City Attorney Rubstello explained that across the nation, there have been multiple lawsuits against the manufacturers and distributors of opioid drugs (e.g., OxyContin). The central claim in these opioid lawsuits is that drug manufacturers and distributors improperly marketed and distributed opioids leading to the deaths of hundreds of thousands of Americans and costs to governments dealing with the impacts of drug addiction. The State of Washington reached a settlement with McKesson Corp., Cardinal Health Inc., and AmerisourceBergen Drug Corp. for up to \$518 million. More than \$476 million will be directed toward addressing the opioid epidemic. This money will be paid over 17 years.

Washington cities and counties with population over 10,000 can join this settlement. If a sufficient number join, they will receive up to \$215 million that must be spent on efforts to combat the opioid epidemic.

The settlement funds initially will be allocated on a regional level to "Opioid Abatement Councils" which will approve the uses to which the funds may be put. Lake Stevens and Snohomish County are in the North Sound Region, which includes Island, San Juan, Skagit, Snohomish, and Whatcom counties.

The City's allocation is expected to be 0.1385202891% of the total settlement funds for Washington. Snohomish County and all the eligible cities in the county will receive a total of 11.8213083387% of the funds made available through a settlement.

Entities that receive a share must spend the settlement money on approved uses, must keep records of its spending, must file reports with the Settlement Administrator, and must comply with all terms of the Washington and National Distributor Settlements. The City could pool any settlement funds it receives with the County and other cities to pursue county-wide strategies to combat the effects of opioid addiction.

Two things need to happen for this settlement to be finalized:

All Washington local governments that filed suit against these opioid distributors need to sign the Participation Form releasing their claims and then dismiss them with prejudice. Ninety percent (90%) of Washington local governments with a population of over 10,000 that did not file a lawsuit against these opioid distributors need to sign the Participation Form releasing their potential claims.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Frederick, to proceed and allow Mayor Gailey to sign the settlement documents. The motion passed 7-0-0-0.

Discussion items

Draft Agenda for September 6, 2022

Council reviewed the agenda.

Executive Session

The meeting recessed to executive session at 7:50 p.m. to discuss Property Acquisition and Potential Litigation per RCW 42.30.110 1 (c) and 42.30.110 1 (i). for approximately 30 minutes with possible action

At 8:20 p.m. the executive session was extended to 8:35 p.m.

At 8:35 p.m. the executive session was extended to 8:52 p.m.

Councilmember Tageant left the meeting at 8:44 p.m.

Reconvene to Regular Session

The meeting reconvened to regular session at 8:52 p.m.

Action items:

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve Resolution 2022-12 – Surplus Real Property. The motion passed 6-1-0-1 with Councilmember Dickinson opposed and Councilmember Tageant absent.

Adjournment:

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Ewing, to adjourn the meeting. The motion passed 6-0-0-1. The meeting adjourned at 8:55 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: Department of Commerce ILA for Climate Mitigation Plan Grant

Contact Person/Department: David Levitan, Community Development

Budget Impact: Staff will use the grant funding to hire a consultant to prepare the plan, at no cost to the city.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the mayor to sign an interlocal agreement (ILA) with the Washington State Department of Commerce to accept \$80,000 in grant funding. The city will utilize the grant funding to hire a consultant to prepare a Climate Mitigation Plan in advance of the 2024 Comprehensive Plan Periodic Update.

SUMMARY/BACKGROUND:

On July 19, 2022, the city was notified that it had been awarded an \$80,000 Early Implementation Climate Planning grant from the Washington State Department of Commerce to develop a Climate Mitigation Plan and to identify potential Comprehensive Plan amendments that may be incorporated as part of the 2024 Periodic Update. Commerce has prepared an interlocal agreement (ILA) that is included as Attachment 1, which the mayor needs City Council authorization to sign.

APPLICABLE CITY POLICIES:

Comprehensive Plan.

ATTACHMENTS:

1. Attachment 1 - Climate Action Planning Grant ILA with Department of Commerce



Interagency Agreement with

City of Lake Stevens

through

Washington State Department of Commerce
Local Government Division
Growth Management Services

For

Early Implementation Climate Planning Grant

Start date: July 1, 2022

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 23-63333-114

Washington State Department of Commerce
Local Government Division
Growth Management Services
Early Implementation Climate Planning Grant

1. Contractor City of Lake Stevens PO Box 257 1812 Main Street Lake Stevens, WA 98258		2. Contractor Doing Business As (optional) n/a	
3. Contractor Representative David Levitan Planning Manager 425-622-9425 dlevitan@lakestevenswa.gov		4. COMMERCE Representative Sarah Fox Climate Program Manager (360) 725-3114 Sarah.fox@commerce.wa.gov	
5. Contract Amount \$80,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date July 1, 2022	8. End Date June 30, 2023
9. Federal Funds (as applicable) n/a		Federal Agency: n/a	
		CFDA Number n/a	
10. Tax ID # n/a	11. SWV # 00325-26	12. UBI # 600-589-289	13. UEI # n/a
14. Contract Purpose To develop a climate mitigation plan, to include goals that will be added to the city's comprehensive plan.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Brett Gailey, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$80,000 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number **23-63333-114**. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. **ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. **AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. **ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Deliverables	Description	End Date
Action 1	Project Management, including consultant recruitment and management, monthly invoices and status reports submitted to the Department of Commerce	6/30/2023
Step 1.1	Retain consultant(s) to prepare a Climate Mitigation Plan that identifies measures in Lake Stevens that would reduce greenhouse emissions and vehicle miles traveled, characterize risks to vulnerable populations and recommend goals and policies for inclusion in the city's periodic comprehensive plan update, in addition to coordinating public engagement and preparing technical memoranda and reports.	10/15/2022
Step 1.2	On-going project management	6/30/2023
Deliverable 1.1	Monthly invoices	6/30/2023
Deliverable 1.2	Summary of the results of the work undertaken with support of this grant.	6/15/2023
Deliverable 1.3	Professional Services Contract and Scope of Work	December 2022
Action 2	Project Coordination and Public Engagement	6/15/2023
Step 2.1	Develop and manage project website	6/15/2023
Step 2.2	Convene up to six public meetings	6/15/2023
Step 2.3	Brief policymakers and planning commission	6/15/2023
Deliverable 2	Public engagement report summarizing participation and input from community members and legislative bodies.	6/15/2023
Action 3	Plan Development – Provide assessment of actions for the draft Climate Action Plan.	2/15/2023
Step 3.1	Identify Measures – Identification of measures to reduce per capita greenhouse gas emissions.	2/15/2023
Step 3.2	Equity Assessment – Assess potential equity considerations for implementation of priority actions, including vulnerable, low-income, and historically underrepresented populations.	2/15/2023
Step 3.3	Economic Assessment –The Cost/Benefit analysis will focus on actions likely to be implemented in the first two years following completion of the overall mitigation plan.	2/15/2023
Deliverable 3.1	Draft greenhouse gas emission reduction measures	2/15/2023

Deliverable 3.2	Draft Equity Assessment	2/15/2023
Deliverable 3.3	Draft Cost/Benefit Assessment	2/15/2023
Action 4	Support for Comprehensive Plan Amendments	6/15/2023
Step 4.1	Identify amendments to support integration into the Comprehensive Plan and associated development codes.	6/15/2023
Deliverable 4.1	Memo identifying proposed Comprehensive Plan Amendments and schedule of proposed actions to integrate Climate Mitigation Plan into the comprehensive plan update	6/15/2023
Deliverable 4.2	A resolution of support of the Climate Mitigation Plan	6/15/2023
Deliverable 4.2	A draft ordinance that outlines the proposed actions.	6/15/2023

Budget

Grant Objective:	Commerce Funds
Grant Objective Action 1. Project Management	\$10,000
Grant Objective Action 2. Project Coordination and Public Engagement	\$10,000
Grant Objective Action 3. Plan Development	\$40,000
Grant Objective Action 4. Support for Comprehensive Plan Amendments	\$10,000
Total:	\$80,000

CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: Funding Agreement for Lake Stevens Food Bank

Contact Person/Department: Barb Stevens, Finance

Budget Impact: \$500,000 was approved for funding in the 2022 Budget from Pandemic Recovery Funds.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the funding agreement with the Lake Stevens Community Food Bank not to exceed \$500,000, once finalized with the Recipient.

SUMMARY/BACKGROUND:

In October of 2021, the City Council discussed and authorized the use of ARPA grant funds. A recommendation was made and approved to contribute up to \$500,000 to the Lake Stevens Community Food Bank to assist in the construction and operation of the food bank building.

In April of 2022, the City Council authorized staff to claim the "standard allowance" for lost revenues allowed by the US Treasury final rule, in the full amount of the grant distribution to the City, allowing the ARPA grant to be used for current staffing salaries and benefits costs. This freed up other less restricted funds to be used for Council priorities.

In May of 2022, Council reviewed the recommended budget for Pandemic Recovery funds and confirmed the \$500,000 contribution to be granted to the Lake Stevens Food Bank.

The attached funding agreement grants the reimbursement of funds, in the amount of

\$500,000, to be used for construction and operation of a new Lake Stevens Food Bank building, currently under construction.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Lake Stevens Food Bank Funding Agreement

RECIPIENT: Lake Stevens Food Bank
CONTACT PERSON: Sophina Nunez, President
ADDRESS: PO Box 1031
Lake Stevens, WA 98258
FEDERAL TAX ID / EIN NUMBER: 91-1215080
TELEPHONE: (425) 478-9416

CITY DEPARTMENT: Barb Stevens, Finance
TELEPHONE NUMBER: (425) 622-9410
PROJECT: Construction of new building
AMOUNT: \$500,000.00
FUNDING SOURCE: **General Fund**

CONTRACT DURATION: **August 22, 2022, through life of the constructed building.**

AGREEMENT FOR FUNDING BETWEEN
CITY OF LAKE STEVENS
AND
LAKE STEVENS COMMUNITY FOOD BANK

THIS AGREEMENT (the “Agreement”) is made by and between CITYTHE CITY OF LAKE STEVENS, a political subdivision of the State of Washington (the “City”), and **Lake Stevens Community Food Bank Association**, a Washington nonprofit corporation (the “Recipient”).

WHEREAS, the City sold the real property upon which the project set forth in **Schedule A** hereto is to be constructed to Tim Kaintz at a discounted purchase price on condition the property be donated to the Recipient for use by the Recipient, its assigns and all successors in interest for the operations of a Food bank; and on further condition that a building for the operations of the Food Bank consistent with the project described in **Schedule A** be constructed and operating no later than 24 months from the date of conveyance of the Property to the Food Bank; and further conditioned on the Food Bank building provide approximately 1734 square feet of space for the City’s exclusive use; and

WHEREAS, Tim Kaintz conveyed the Property to the Recipient by Quit claim Deed dated April 25, 2019 (Auditor’s #201904260503) subject to the Recipient granting to the City certain covenants running with the property on April 30, 2019 (Auditor’s #201904300802) providing among other things for the conditions of sale from the City to Tim Kaintz; and

WHEREAS, the City and the Recipient agreed to the Amendment of said covenants for the allowance of the Food Bank building to be constructed and operating no later than April 26, 2024 allowing additional time for the Recipient to raise the funding necessary for the project described in Schedule; and

WHEREAS, the City has available funds for the making of a grant to the Recipient for partial funding of the project described in **Schedule A** and such funding is in the public interest and will benefit of the citizens in and around the City of Lake Stevens and will help facilitate the funding necessary for the project described in **Schedule A**;

NOW, THEREFORE,

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Project. The purpose of this Agreement is to provide grant funds on a reimbursement basis to the Recipient for the purpose of undertaking the project set forth in **Schedule A** (the “Project”), attached hereto and by this reference made a part hereof.

In consideration for the grant funds, Recipient promises that any work reimbursed by funds provided under this Agreement 1) be performed in accordance with generally accepted practices prevailing in the Western Washington region in the occupation or industry in which the work is performed and 2) be performed in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment funded by this Agreement shall be of good quality.

In consideration for the grant funds, the Recipient shall prepare and present reports and other information as the City may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective when authorized and executed by both parties (the “Effective Date”) and shall terminate at the end of life of the building constructed (or replacement building if damaged) consistent with the City’s occupancy of the building space per the recorded covenant and lease agreement between the City and the Recipient. (the “Expiration Date”),

3. Eligible Expenses; Reports.

a. Eligible Expenses. The City will reimburse Recipient for eligible expenses as and when set forth in **Section 3b** of this Agreement.

b. Invoices. The Recipient shall submit to the City a properly executed invoice for eligible expenses to be reimbursed under this Agreement, solely for those expenses set forth in **Schedule A** of the Agreement. Each invoice shall indicate the eligible expenses for reimbursement during the corresponding quarterly period(s), shall be in sufficient detail and with sufficient documentation to support the amount requested and must be accompanied by a Project Status Report, which describes in narrative form, the progress made on the Project since the last invoice was submitted. Subject to **Section 9** of this Agreement, the City will pay the invoice within thirty (30) calendar days of receipt.

c. Reports. In consideration of the grant funds provided under this Agreement and by no later than the dates indicated, the Recipient shall deliver quarterly reports and a close out report to the City summarizing the expenses funded pursuant to this Agreement. Each report shall include:

- A narrative description of the construction of the building including pictures of the progress.
- Number of individuals assisted, and type of assistance received during the report period.
- Details of programs initiated or expanded because of this new building.
- Amount of food distributed during the report period.

Reports are due as follows:

- April 15: Quarterly report for the period January 1 - March 31
- July 15: Quarterly report for the period April 1 – June 30
- October 15: Quarterly report for the period July 1 – September 30
- January 15: Quarterly report for the period October 1 – December 31
- Within thirty (30 days) the date when the facility constructed with grant funds is made usable to the public as a food bank: Close out report.

When the due date for a report falls on a non-business day, the report shall be due to the City by the close of the next business day. For the purposes of this section, “delivery” shall mean either physical delivery to the City by the due date, receipt by the City in electronic format by the due date or a postmark showing the report was mailed to the City by no later than the due date.

If physically delivered or mailed, reports shall be sent to:

Matthew Heist
PO Box 257
Lake Stevens, WA 98258

If transmitted by email, reports shall be sent to:

Matthew Heist
mheist@lakestevenswa.gov

The City may, by notice given to the Recipient hereunder, designate any further or different addresses to which subsequent reports shall be delivered.

d. Contract Maximum. Total reimbursable eligible expenses under this Agreement shall not exceed **\$500,000.00**.

e. Duplication of Billed Costs. The Recipient shall not seek reimbursement from the City under this Agreement, and the City shall not pay the Recipient, for otherwise eligible expenses if the Recipient is entitled to payment or has been or will be paid for said expense by any other source, including grants.

f. Disallowed Costs. The Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

4. No Employment Or Agency Relationship. This Agreement neither constitutes nor creates an agency or employer-employee relationship. The parties agree that the Recipient is not entitled to any benefits or rights enjoyed by employees of the City. The Recipient specifically has the right to direct and control Recipient’s own activities set out in this Agreement. Nothing in this Agreement shall be construed to render the parties’ partners or joint venturers.

The Recipient, for any activities funded by this Agreement, shall furnish, employ and have exclusive control of all persons to be engaged in performing activities funded by this Agreement (the “Recipient personnel”), and shall provide adequate and proper supervision. Such Recipient personnel shall for all purposes be solely the employees or agents of the Recipient and shall not be deemed to be employees or agents of the City for any purposes whatsoever. With respect to Recipient personnel, the Recipient shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Recipient personnel when

required by law.

The Recipient shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). Recipient agrees to indemnify, defend and hold the City harmless from any and all claims, valid or otherwise, made to the City because of these obligations.

Recipient assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, City, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Recipient and as to all duties, activities, and requirements by the Recipient under this Agreement. The Recipient shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Capacity. The Recipient, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project set forth in **Schedule A**.

6. Certification of Funds. The release of City funds under this Agreement is contingent upon the Recipient certifying that it has expended or has access to funds from non-City sources as set forth in **Schedule B** (Certification of the Availability of Funds to Complete the Project), hereof. Such non-City sources may consist of a combination of any of the following:

- a. Eligible Project expenditures prior to the execution of this Agreement.
- b. Cash dedicated to the Project.
- c. Funds available through a letter of credit or other binding loan commitment(s).
- d. Pledges from foundations or corporations.
- e. Pledges from individual donors.
- f. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. The City will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-City matching fund credit.
- g. In-kind contributions, subject to the City's approval.

7. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. Contact Persons. The assigned contact person (or project manager) for the City for this Agreement shall be:

Name: **Barb Stevens**
Title: **Finance Director**
Department: **Finance**
Telephone: **(425) 622-9410**

Email: bstevens@lakestevenswa.gov

The assigned contact person (or project manager) for the Recipient for this Agreement shall be:

Name: **Sophina Nunez**

Title: **President**

Telephone: **(425) 478-9416**

Email: **president@lakestevensfoodbank.org**

9. City Review and Approval. City shall review each invoice submitted by Recipient for compliance with eligible expenses set forth in **Schedule A**. If all expenses comply with **Schedule A**, City will approve and reimburse the invoice within 30 days of receipt. If the City determines that an expense is not reimbursable, the City will notify Recipient within 10 days following its determination that the expense is not reimbursable. City may withhold payment of any invoice in the event Recipient fails to submit any required report or fails to perform any other obligation under this Agreement.

Recipient agrees, upon 24 hour notice, to allow the City to perform site visits and to take pictures in relation to reimbursement requests submitted by the Recipient.

10. Use for Recipient-Owned Property. The Recipient understands and agrees that any and all real property or facilities owned by the Recipient that are acquired, constructed, or otherwise improved by the Recipient using City funds under this Agreement shall be held and used by the Recipient for the purpose or purposes stated elsewhere in this Agreement for the life of the building constructed consistent with the recorded covenants referenced above.

In the event the Recipient is found to be out of compliance with this section, the Recipient shall repay to the City general fund the principal amount of the grant, interest at twelve percent (12%) per annum, and an amount representing the prorated, appreciated value of the Property. Repayment shall be made pursuant to **Section 22**.

11. Records and Access; Audit; Ineligible Expenditures. The Recipient shall maintain adequate records to support its invoices. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Recipient. The City or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Recipient that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the City with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Recipient, shall be refunded to the City by the Recipient within thirty (30) days of written request by the City. The Recipient shall use the funds that are the subject of this Agreement only for purposes set forth in this Agreement.

12. Signage, Markers and Publications. If, during the period covered by this Agreement, the Recipient displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The City of Lake Stevens" as a participant.

13. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the City and, if any funds for this Agreement are provided by the State, the State, the Recipient shall indemnify and hold harmless the City and the State, their

officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Recipient. In addition, the Recipient shall assume the defense of the City and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the City and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the City and, if applicable, the State by an employee or former employee of the Recipient or its subcontractors, and the Recipient, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the City and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the City or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Recipient.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense, and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

14. Insurance Requirements. The Recipient shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Recipient, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a claims-made basis. If coverage is approved and purchased on a "claims-made" basis, the Recipient warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this **Section 14**, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Recipient under this

Agreement. The Recipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Recipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Recipient to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Recipient shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement.

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

(v) Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Recipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Agreement. shall be \$2,000,000 or the highest of planned reimbursement for the Agreement. period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the City as beneficiary.

B. Subgrantees that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Recipient and the Recipient's fiscal agent as beneficiary.

C. The Recipient shall provide, at the City's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that the City will be provided thirty (30) days advance written notice of cancellation.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Recipient in connection with this Agreement. Such coverage shall be primary and

non-contributory insurance as respects the City, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance; "CG 2026 07/04" or its equivalent is required.

(ii) The Recipient's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Recipient's liability to the City and shall be the sole responsibility of the Recipient.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A: VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+: VII. Any exception must be approved by the City.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the City.

If at any time any of the foregoing policies fail to meet minimum requirements, the Recipient shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Recipient shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Recipient as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

f. Local Governments that Participate in a Self-Insurance Program. With prior approval from the City, the Recipient may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from the City, the Recipient shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Recipient's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The City need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Recipient shall provide annually to the City a summary of coverages and a letter of self-insurance, evidencing continued coverage under Recipient's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

15. City Non-Discrimination. It is the policy of the City to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, City facilities and services, and City contracts.

16. Federal Non-discrimination. Recipient shall ensure that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to the services, benefits, or facilities funded by this Agreement.

Recipient shall ensure that no funds provided under this Agreement are used for inherently religious activities or for a religious purpose.

17. Prevailing Wage. Recipient shall cause compliance with Washington State Prevailing Wage laws for the project. For work financed under this Agreement, Recipient shall pay their laborers and mechanics at wage rates not less than those prevailing on similar construction in the locality in accordance with 39.12 RCW pertaining to payment of state prevailing wages on public works projects. For work financed under this Agreement, Recipient shall require all contractors and subcontractors to comply with RCW 49.28.060 and 49.28.065. Recipient shall file and ensure that any subcontractor file with Department of Labor and Industries a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid. Compliance with this section is material to this Agreement, any breach of this Section is cause for City termination under **Section 21.**

18. Compliance with Other Laws. The Recipient shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

19. Compliance with Grant Terms and Conditions. The Recipient shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds this Agreement.

20. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Non-Waiver of Breach; Termination.

a. The failure of the City to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement,

in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Recipient breaches any of its obligations hereunder and fails to cure the same within fifteen (15) business days of written notice to do so by the City, the City may terminate this Agreement prior to the Expiration Date, in which case the City shall have the right to recover all amounts previously paid by the City pursuant to **Section 3**.

c. The City may terminate this Agreement prior to its Expiration Date upon fifteen (15) business days' written notice to the Recipient for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with **Sections 3** and **9** hereof for the invoices submitted under this Agreement prior to receipt of the termination notice.

d. Termination by the City hereunder shall not affect the rights of the City as against the Recipient provided under any other section or paragraph herein. The City does not, by exercising its rights under this **Section 21**, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the City may deduct from the final payment due the Recipient (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the City of selecting and compensating another contractor to complete the work of the Agreement.

22. Recapture. In the event that the Recipient fails to comply with state laws, federal laws, and/or the provisions of this Agreement, the City reserves the right to recapture funds in an amount to compensate the City for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the recipient of funds under this recapture provision shall occur within the time period specified by the City. In the alternative, the City may recapture such funds from payments due under this Agreement.

23. Notices. Except as provided for the reporting and invoicing purposes set forth in **Section 3** hereof, all notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City: **City of Lake Stevens**
Attn: City Clerk
PO Box 257
Lake Stevens, WA 98258

If to the Recipient: **Sophina Nunez, President**
PO Box 1031
Lake Stevens, WA 98258

The City or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the City for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public

records then in the custody of the Recipient are needed for the City to respond to a request under the Act, as determined by the City, the Recipient agrees to make them promptly available to the City. If the Recipient considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Recipient shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Recipient and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligations shall be to notify the Recipient (a) of the request and (b) of the date that such information will be released to the requester unless the Recipient obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Recipient fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City has, and by this section assumes, no obligation on behalf of the Recipient to claim any exemption from disclosure under the Act. The City shall not be liable to the Recipient for releasing records not clearly identified by the Recipient as confidential or proprietary. The City shall not be liable to the Recipient for any records that the City releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

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

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the City and the Recipient. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the City or the Recipient, as the case

may be, and that upon execution of this Agreement it shall constitute a binding obligation of the City or the Recipient, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute on and the same Agreement.

(Signature page to follow)

CITY:

The City of Lake Stevens

RECIPIENT:

Lake Stevens Community Food Bank
Association

By _____

Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to form only:

City Attorney Date

By _____

Name: _____

Title: _____

Date: _____

Approved as to form only:

Legal Counsel to the Recipient Date

SCHEDULE A

Project Description

Recipient shall construct Phase I of the Lake Stevens Food Bank building as approved by the City of Lake Stevens Building Department. Phase I of the Lake Stevens Food Bank building shall be located at 8021 20th St. SE, Lake Stevens, WA (legally described in Schedule C hereto) and shall house food bank distribution for the public; a truck bay and receiving area for food shipments; food storage; and food preparation spaces.

Addressing Community needs: The Lake Stevens food bank provides food to approximately 41,000 low income and disabled people on an annual basis.

Consideration for the public: The construction of the Phase I of the Lake Stevens Food Bank building will increase the Recipient's capacity to provide food by 50%. Phase I of the Lake Stevens Food Bank building will house a market-style food bank, allowing participants to select food items directly, as well as a teaching kitchen to provide nutritional cooking and healthy eating programs. Recipient shall ensure that the facility constructed with grant funds operates as a food bank and that food bank benefits are accessible to residents of City of Lake Stevens.

The Recipient may only receive reimbursement according to the following:

1. The Recipient will be reimbursed by the City for eligible expenses incurred in executing the Project, pursuant to the Agreement, in an amount not to exceed the Grant Maximum of **\$500,000.00**.
2. Eligible expenses for which Recipient may request reimbursement:
 - a. Design, engineering, architectural, and planning costs;
 - b. Construction management and observation (from external sources only);
 - c. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;
 - iv. Taxes on Project goods and services;
 - v. Temporary facilities that are necessary as part of the construction project; and
 - vi. Signage and reprographics.
3. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the Recipient seeks reimbursement. Eligible expenses include those expenditures incident and reasonably necessary to the completion of the project.

SCHEDULE B
Certification of the Availability of Funds to Complete the Project

Non-City Funds	Amount	Total
Cash Donations Raised	\$621,253.00	
WSDA Grant For Ref/Freezer	\$48,000.00	
Norcliffe Foundation	\$20,000.00	
Haggen Foundation	\$25,000.00	
Tulalip Tribe	\$2,500.00	
Lake Stevens Rotary	\$15,000.00	
Snohomish County	\$600,000.00	
Total Non-City Funds		\$1,331,753.00
City of Lake Stevens	\$500,000.00	
Total City Funds		\$500,000.00
Total Non-City and City Sources		\$1,831,753.00

CERTIFICATION PERFORMANCE MEASURE

The Recipient, by its signature, certifies that project funding from sources other than those provided by this Agreement and identified above has been reviewed and approved by the Recipient's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Agreement, as of the date and year written below. The Recipient shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for City's review upon reasonable request.

RECIPIENT

TITLE

DATE

DSCHEDULE C

Property Legal Description

**Real property in the City of Lake Stevens, City of Snohomish, State of Washington,
described as follows:**

Section 23 Township 29 Range 05 Quarter SE EAST EVERETT 5 AC TR DIV A & B
BLK 003 D-02 NEW LOT 1 CITY LK ST BLA REC AFN 201901250167 SURVEY
REC AFN 201901255001 BEING PTN LOTS 2 & 3 SD PLAT

Tax Parcel Numbers: 00431400300202

Situs Address: 8021 20th St. SE Ste. 1010, Lake Stevens, WA 98258

CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: Funding Agreement for Volunteers of America

Contact Person/Department: Barb Stevens, Finance

Budget Impact: \$50,000 expenditure is fully budgeted in the Pandemic Recovery Fund.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the funding agreement with the Volunteers of America in the amount of \$50,000.

SUMMARY/BACKGROUND:

In October of 2021, the City Council discussed and authorized the use of ARPA grant funds. A recommendation was made and approved to contribute up to \$50,000 to the Volunteers of America to continue their services in support of the Lake Stevens community.

In April of 2022, the City Council authorized staff to claim the "standard allowance" for lost revenues allowed by the US Treasury final rule, in the full amount of the grant distribution to the City, allowing the ARPA grant to be used for current staffing salaries and benefits costs. This freed up other less restricted funds to be used for Council priorities.

In May of 2022, the Council reviewed the recommended budget for Pandemic Recovery funds and confirmed the \$50,000 contribution to be granted to the Volunteers of America.

The attached funding agreement grants the reimbursement of funds, in the amount of

\$50,000, to be used to continue their services in support of the Lake Stevens community.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. VOA Funding Agreement 2022

GRANT AGREEMENT FOR HUMAN SERVICES FUNDING BETWEEN CITY OF LAKE STEVENS AND VOLUNTEERS OF AMERICA

THIS AGREEMENT (the “Agreement”) is made by and between CITYTHE CITY OF LAKE STEVENS, a political subdivision of the State of Washington (the “City”) and **Volunteers of America**, a nonprofit corporation registered with the State of Washington (the “Recipient”).

WHEREAS, the Recipient operates the Lake Stevens Community Resource Center out of which it provides local support to community members in need, including rental assistance, utility payments, food subsidies, and other benefits; and

WHEREAS, the City has previously provided by agreement COVID Relief Funding to the Recipient for the provision of such benefits to persons within the city limits of the City; and

WHEREAS, the Recipient has demonstrated its ability to successfully provide such benefits to persons in need of such benefits within the City and there remains a continuing need for the availability of such benefits to persons in need within the city; and

WHEREAS, the City Council deems it in the public interest and benefit to provide additional funding from its general fund to the Recipient to continue the availability of the provisions of such benefits to persons in need thereof within the limits of the City of Lake Stevens and the Recipient desires to receive funding from the City for such services by entering into this Grant Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES BY RECIPIENT

The Recipient shall use 100% of the grant funds provided by the City under this Agreement to support the general operations, expand services, and continue the development of programming provided by the Volunteers of America, Lake Stevens Community Resource Center. The resource center provides local support from rental assistance to utility payments, to assisting with applying for additional benefits to address the needs of Lake Stevens residents

The Recipient shall arrange for all services, labor, and related equipment necessary to provide the Goods and Services described above. All Goods and Services, provided by funding under this Agreement, must be provided to residents **within the city limits of the City of Lake Stevens as defined by the Snohomish County Online Property Information (SCOPI) interactive map**, and administered no later than December 31, 2022. Any of the proceeds not expended by that date shall be returned to the City unless the term is extended by written agreement of the parties.

2. PAYMENT

A. The City shall reimburse the Recipient an amount not to exceed fifty thousand dollars (\$50,000.00) for all goods and services rendered described in Section 1 of this Agreement.

The Recipient shall submit to the City a properly executed invoice for eligible expenses to be reimbursed under this Agreement, at least quarterly, and no more often than weekly. Each invoice shall indicate the eligible expenses for reimbursement and shall be in sufficient detail and with sufficient documentation to support the amount requested. The City will pay the invoice within thirty (30) calendar days of receipt.

B. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payments and/or request repayment of funds provided for such work until the Recipient meets the requirements of this Agreement.

3. DOCUMENTATION AND REPORTING

The Recipient shall maintain time and expense records and provide them to the City upon request.

4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the City, personnel duly authorized by the City, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until all terms and conditions are fully satisfied, unless sooner terminated by the City as provided below.

B. Termination for Cause. In the event the City determines the Recipient has failed to comply with the conditions of this Agreement in a timely manner, the City has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, the City shall notify the Recipient in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Recipient shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The City reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Recipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Recipient or a decision by the City to terminate the Agreement. A termination shall be deemed a "Termination for Convenience" if it is determined that the Recipient: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the City provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

C. Termination for Convenience. Except as otherwise provided in this Agreement, the City may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the City shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The Mayor of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. INSURANCE

The Recipient shall procure and maintain for the duration of this Agreement, insurance for claims for injuries to persons or damage to property which may arise from or in connection with the terms of this Agreement.

The intent of the required insurance is to protect the City should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Recipient while performing under the terms of this Agreement. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The Recipient shall provide the City thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Recipient shall procure insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence.

The Recipient shall provide, at the City's request, copies of insurance instruments or certifications from the insurance issuing agency.

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

11. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and

null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

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

Finance Director
City of Lake Stevens
1812 Main Street
PO Box 257
Lake Stevens, Washington 98258

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

Company Name:	<u>Volunteers of America</u>
Contact Name:	<u>Brian Smith, Chief Operating Officer</u>
Street Address:	<u>2802 Broadway, Everett, WA 98201</u>
Mailing Address	<u>PO Box 837, Everett, WA 98206</u>
Phone Number:	<u>(360) 793-2400</u>
Email:	<u>bsmith@voaww.org</u>

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW AND VENUE

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

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, CITY and the RECIPIENT have executed this agreement as of the date first written above.

CITY OF LAKE STEVENS

Volunteers of America

By: _____

By: _____

Brett Gailey, Mayor

Brian Smith, Chief Operating Officer

Date: _____

Date: _____

Attest:

Kelly Chelin, City Clerk

Approved as to form:

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: Resolution 2022-13 - Solid Waste Comp Plan

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Adopt resolution 2022-13 adopting the 2021 update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan.

SUMMARY/BACKGROUND:

To ensure that solid waste is collected, handled, recycled, and disposed of in an environmentally sound manner that protects public health, Washington state regulations require the county to have an approved comprehensive solid waste management plan. Snohomish County currently operates an effective solid waste system that benefits from the foresight and development of previous solid waste plans. Building on that foundation, this Solid Waste Management Plan (the "Plan"):

- provides an opportunity to evaluate and refine existing programs and activities;
- identifies policies that will help implement the recommended programs and practices;
- and provides a road map for how the County will handle solid waste issues in the future.

As required by 70A-205 RCW, city partners are required to sign a resolution adopting the 2021 update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 202200913_Resolution_SolidWasteCompPlan

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2022-13

**A RESOLUTION OF THE CITY OF LAKE STEVENS
ADOPTING THE 2021 UPDATE OF THE SNOHOMISH
COUNTY COMPREHENSIVE SOLID AND HAZARDOUS
WASTE MANAGEMENT PLAN**

WHEREAS, the 2021 update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan contains the required elements for such a plan as mandated by state law, and said elements are important to the city's solid waste management activities; and

WHEREAS, the update to the existing Snohomish County Comprehensive Solid and Hazardous Waste Management Plan was prepared in accordance with chapter 70A.205 RCW, which requires that the City either adopt the county-wide plan or develop its own plan which must be approved by the Department of Ecology; and

WHEREAS, public input and comment was accepted through the development of the plan through various means and ways and the involvement of the Snohomish County Solid Waste Advisory Committee was the main organization associated with the development of the plan; and

WHEREAS, final adoption of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan by the Snohomish County Council and the Washington State Department of Ecology is contingent upon adoption of the Plan by the participating cities in Snohomish County; and

WHEREAS, it appears to be in the best public interest to adopt and implement the 2021 update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Lake Stevens adopts the 2021 update to the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan;

Passed by the City Council of the City of Lake Stevens on this 13th day of September 2022.

CITY OF LAKE STEVENS

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: Target Zero Fiscal Year 2023 IAA Agreements

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: Reimbursement for straight time or overtime pay for qualifying enforcement.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Request Council to approve and the Mayor to sign the Target Zero Fiscal Year 2023 IAA Agreement

SUMMARY/BACKGROUND:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2023-HVE-4691-Region 10 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2023-HVE-4691-Region 10 Target Zero Task Force was awarded to the Region 10 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB- RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

The Washington Traffic Safety Commission has delegated the management and oversight of this project to the Washington Association of Sheriffs and Police Chiefs (WASPC) by contractual agreement.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2023 HVE IAA - Region 10 Fillable

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and _____, hereinafter referred to as "SUB-RECIPIENT."

In FFY2023, the Washington Traffic Safety Commission has delegated the management and oversight of this project to the Washington Association of Sheriffs and Police Chiefs (WASPC) by contractual agreement. WASPC will act as WTSC's agent in the management and oversight of this project. WTSC will establish agreements with all participating agencies before transferring responsibility to WASPC. WTSC reserves the right to contact participating agencies regarding any elements of this contract.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project **2023-HVE-4691-Region 10 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2023-HVE-4691-Region 10 Target Zero Task Force** was awarded to the **Region 10** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2022, and remain in effect until September 30, 2023, unless terminated sooner, as provided herein.

3. SCOPE OF WORK

Problem and Opportunity Statement

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, and distracted driving. In addition, nearly one in every three fatal crashes between 2016 and 2020 involved speeding as a contributing factor. Despite an increased seat belt use rate in 2021, the number of unrestrained fatalities and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 30 percent and serious injuries have increased 58 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

In 2020, Washington experienced a 40 percent reduction in proactive traffic safety enforcement across the state.

Fatality and serious injury crashes continue to be a problem in Snohomish County. Speed is the largest contributing factor, followed by impairment and distraction. The first two priorities in our FY23 plan are for speed and DUI spending. The DUI request is higher, as those patrols tend to generate longer shifts for processing DUI's. Most of the regional DUI crashes involve speed, therefore the overlap is significant. Addressing DUI will help with the speed problem and vice versa.

The remaining request address the other issues such as seatbelt and motorcycle safety. We did see what appears will be an increase this year in motorcycle crashes, though they tend to be in late spring/summer months, which is when we will target this population during the statewide period.

Out of 258 fatal and serious injury crashes, there were 35 fatalities and 227 suspected serious injury. Seven of those fatalities and 46 of the serious injuries involved alcohol, 20 crashes involved drug impaired drivers. Speed related serious injury and fatality crashes totaled 65, 12 had alcohol involved and six drug impaired. Inattention and distraction accounted for 41 fatal or serious injury crashes. This included seven fatalities and 36 serious injury crashes. (Source: 2021 DOT Crash Data Portal).

Project Purpose and Strategy:

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 14, 2022 – January 1, 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 3 – 10, 2023).
- Seat belt enforcement during the Click It or Ticket campaign (May 15 – June 4, 2023).
- Impaired driving enforcement during the Summer DUI campaign (August 16 – September 4, 2023).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details

on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2022, Distracted Driving campaign in April 2023, Click It or Ticket campaign in May 2023, and Summer DUI campaign in August 2023).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the event.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is a best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Mentorship for Impaired driving:
The Task Force may engage a DUI mentorship program to train additional officers for DUI related activities. Best practice for DUI mentorship includes 16 hours of instructions to an officer wanting to engage further in DUI emphasis activities. Up to 16 hours of

overtime or straight time will be approved to both mentor/mentees. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1. NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these.

Mobilization	Dates
Holiday DUI	December 15, 2022 – January 1, 2023
U Drive. U Text. U Pay.	April 3 – 10, 2023
Click It or Ticket	May 15 – June 4, 2023
It's a Fine Line (optional if funded)	July 7 – 23, 2023
DUI Drive Sober or Get Pulled Over	August 16 – September 4, 2023

3.2. COMPENSATION

3.2.1. Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

10. FICA
11. Medicare
12. Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
13. Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$84,000** to the **Region 10 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT

can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

The funding (Section 402, CFDA 20.600) for **Region 10** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols	\$30,000
Distracted Driving Patrols	\$12,000
Click It or Ticket	\$10,000
Speed	\$20,000
Motorcycle Safety	\$12,000
TOTAL	\$84,000

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other

understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TSM for review and approval. The TSM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2023, **must be received by WTSC no later than August 10, 2023**. All invoices for goods received or services performed between July 1, 2023 and September 30, 2023, **must be received by WTSC no later than November 15, 2023**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection

with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall

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

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and

interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. If the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT, or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when

purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48

CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 10 is:	The Contact for WTSC is:
	Stacey McShane Region 10 Target Zero Manager 425-407-2697 Stacey.McShane@snoco.org	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

 Signature	WASHINGTON TRAFFIC SAFETY COMMISSION
 Printed Name	 Signature
 Title	 Printed Name
 Date	 Title
	 Date

CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: Short-Term Rentals Code Amendment (LUA2022-0046) Public Hearing

Contact Person/Department: David Levitan, Russ Wright, Community Development

Budget Impact: There is not a budget impact.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

1. **Hold a public hearing and take public testimony** on LUA2022-0046, a city-initiated land use code amendment that would repeal and replace LSMC 14.44.064 (Tourist Homes) with new regulations for Short-Term Rentals and make changes to other associated chapters.
2. **Approve Ordinance No. 1139 (Attachment 1)** amending LSMC Chapters 14.08 (Definitions), 14.16A (Administration and Procedures), 14.40 (Permissible Uses), 14.44 (Supplementary Use Regulations) and 14.72 (Parking).

SUMMARY/BACKGROUND:

The city adopted supplementary use regulations for tourist homes (now more commonly known as short-term rentals) in 1998 ([LSMC 14.44.064](#)). These regulations have remained unchanged even as the popularity of short-term rentals (STRs) has increased exponentially, including several in Lake Stevens that appear to be operating without a business license or Administrative Conditional Use Permit (ACUP), as currently required by city code. In response, the city's 2022 Long Range Work Program included a code amendment project that aimed to repeal and replace the code with a set of clear and objective standards and regulations, a streamlined application process, and an appropriate balance between property rights and neighborhood concerns.

The Planning Commission held three work sessions on the proposed code amendment. At their [March 16, 2022 meeting](#), commissioners reviewed public comments and

proposed code language that incorporated both public comments and commissioner comments provided at earlier work sessions. Commissioners were generally supportive of the amendment and directed staff to make minor changes before bringing it back for the required public hearing.

The Planning Commission public hearing was held [April 20, 2022](#), video of which is [available here](#). Five members of the public provided oral testimony and one member submitted written comment, with the majority expressing support for an owner occupancy requirement and the prohibition of unhosted rentals (the rental of an entire residence without the property owner or representative occupying the property). Chair Welch introduced two proposed amendments to staff's recommendation, including replacing the proposed prohibition on unhosted rentals with a requirement for a "local property representative" for unhosted rentals. Neither proposed amendment was approved for consideration as part of the Planning Commission's recommendation. At the conclusion of the public hearing, the Planning Commission voted 5-1 to recommend Council approval of the amendment (Attachment 2).

On [May 3, 2022](#), the City Council held a work session in advance of a planned May 10 public hearing to consider the Planning Commission's recommendation; video is [available here](#). Several councilmembers expressed concerns with components of the proposed code language, including the prohibition on unhosted rentals, the limit on party size, and the inspection requirements. Others were concerned that there had not been adequate outreach to operators of existing STRs. In response, on May 13 staff sent a letter to 22 property owners that they were able to identify from AirBNB and VRBO listings, soliciting feedback on the regulations recommended by the Planning Commission. Staff received three emails from current STR operators in response to that letter.

Staff provided all public comments it had received on the topic through June 3, 2022 to the City Council as part of the [June 7, 2022](#) work session packet. Since that time, several additional emails and letters have been either sent directly or forwarded to all members of the City Council. As of September 7, all public comments that were not included in the June 7 meeting packet have been compiled into Attachment 3.

Staff also prepared a spreadsheet identifying concerns raised by the Council during their May 3 work session, as well as potential options for revised code language that sought to address those concerns. Councilmembers reviewed these materials at their June 7 work session and ultimately felt that there were still several issues that needed to be resolved with the code and agreed with Mayor Gailey's recommendation to form a three-member subcommittee to refine the code language before bringing it back to the full City Council.

Over the course of the past three months, a subcommittee made up of

Councilmembers Ewing, Frederick and Jorstad have developed the revised code language identified in Sections 2-6 of Attachment 1 (Ordinance 1139). Major components of the proposed regulations and standards include:

- Review through a Type I process, with a business license and supplemental short-term rental permit required;
- A limit of two short-term rental permits per individual, married couple, business interest or corporate entity;
- Identification and registration of a “responsible party” that can be contacted about potential issues;
- Posting of “good neighbor guidelines” in a conspicuous place in the short-term rental
- Allowance for both hosted and unhosted rentals;
- A maximum occupancy of eight individuals at any one time;
- Parking requirements tied to the number of bedrooms rented; and
- Complaint and enforcement mechanisms, including possible fines and permit revocation.

In addition to the amendments to LSMC 14.44.064, Ordinance 1139 also includes amendments to related LSMC chapters, including 14.08.010 (Definitions), Table 14.16A.010 (Classification of Permits and Decisions), Table 14.40-I (Table of Residential Uses), and Table 14.72-I (Parking Requirements).

During legal review, the city attorney notified staff of a recent court of appeals decision related to an owner-occupancy requirement that states,

“The United States Court of Appeals for the Fifth Circuit on August 22, 2022 filed an opinion holding that the City of New Orleans regulation prohibiting the licensing of an STR unless the property was also “the owner’s primary residence” was held to violate the Commerce Clause of the U.S. Constitution. *Hignell-Stark v. The City of New Orleans*.”

Though this decision is not binding, the city attorney has opined that this ruling should be cause for caution in imposing a regulation limiting STR licensing to owner-occupied premises.

FINDINGS AND CONCLUSIONS

Per [LSMC 14.16C.075\(f\)](#), the City Council shall make the following findings when approving land use code amendments:

1. The amendment is consistent with the Lake Stevens Comprehensive Plan

- Land Use Element Goal 2.1: Provide sufficient land area to meet the projected needs for housing, employment and public facilities within the City of Lake Stevens
- Land Use Element Goal 2.2: Achieve a well-balanced and well-organized combination of residential, commercial, industrial, open space, recreation and public uses
- Housing Element Policy 3.2.2: Support land uses and development regulations designed to increase housing opportunities for current and future residents, seniors, disabled, or other special-needs populations in proximity to shopping, health care, services, recreation facilities and public transportation.

Conclusions – Adoption of the city-initiated amendment is consistent with the goals and policies of the city's Comprehensive Plan. The proposed amendment aims to allow property owners to rent out their homes by utilizing a predictable and objective review process that also considers potential impacts on nearby properties.

2. The amendment is in compliance with the Growth Management Act (RCW 36.70A.106)

- Code amendments are subject to review by the Washington State Department of Commerce.
- The city provided the required notice to the Department of Commerce on March 18, 2022. Commerce acknowledged the proposed amendment under Submittal ID 2022-S-3775.
- If approved by the City Council, staff will file the final ordinance with the Department of Commerce within 10 days of its adoption.

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

3. The amendment serves to enhance the public health, safety and welfare

Conclusions – The recommended amendment will simplify and streamline the review process for short-term rentals included in LSMC 14.44.064. Proposed code language addresses a variety of topics including parking requirements, good neighbor guidelines, and code enforcement. Short-term rentals will also be subject to health and safety standards identified in RCW 64.37.030.

Public Notice and Comments

- Land use code amendments are reviewed through the city's Type VI legislative review process identified in [LSMC 14.16B.605-660](#), which requires the Planning Commission to hold a public hearing and make a recommendation to City Council.
- The city published a Notice of Public Hearing for the Planning Commission public hearing in the Everett Herald on April 9 and April 15, 2022, and a Notice of Public Hearing for the City Council public hearing on April 25 and May 3, 2022 for the City Council public hearing. Following the aforementioned Council subcommittee process, an updated Notice of Public Hearing for the City Council public hearing was published on September 2 and September 9, 2022. The notices were also posted at City Hall and on the [city's website](#).
- As noted above, one member of the public provided written testimony in advance of the April 20 Planning Commission public hearing and five members of the public provided oral testimony during the public hearing ([see video here](#)). Staff subsequently shared all public comments received on the topic through June 7 either as part of the June 7 Council work session packet or via email, and the Council accepted oral comments at their June 7 meeting. Staff has compiled all public comments received since the publication of the June 7 meeting packet into Attachment 3.
- No public comments in response to the September 2 public notice have been received as of September 7.

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

State Environmental Policy Act (SEPA) (Chapter 97-11 WAC and Title 16 LSMC)

- The city determined that the proposal is categorically exempt from SEPA under WAC 197-11-800(19)(b) and issued a notice of SEPA exemption concurrently with the Planning Commission notice of public hearing on April 9, 2022.

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

APPLICABLE CITY POLICIES:

Applicable Comprehensive Plan goals and policies are analyzed under the Findings and Conclusions section.

ATTACHMENTS:

1. Attachment 1 - Ordinance 1139 - Short-Term Rentals Code Amendment
2. Attachment 2 - Planning Commission Recommendation
3. Attachment 3 - Public Comments since June 7 Meeting Packet

CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 1139

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON REVISING LSMC CHAPTERS 14.08 (BASIC DEFINITIONS AND INTERPRETATIONS), 14.16A (ADMINISTRATION AND PROCEDURES), 14.40 (PERMISSIBLE USES), 14.44 (SUPPLEMENTARY USE REGULATIONS) AND 14.72 (PARKING); ADOPTING FINDINGS AND CONCLUSIONS; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the city adopted regulations for tourist homes, now more commonly known as short-term-rentals, in LSMC 14.44.064 via Ordinance 590; and

WHEREAS, the short-term rental market has significantly changed since the existing regulations were adopted in 1998, and the city has identified a need to update and modernize the code; and

WHEREAS, the Planning Commission held three work sessions to discuss the proposed amendments; and

WHEREAS, the City submitted the proposed amendment to the Washington State Department of Commerce for the required review (Submittal ID 2022-S-3907), with expedited review granted on April 25, 2022; and

WHEREAS, the city determined that the proposal is categorically exempt from the State Environmental Policy Act (SEPA) per WAC 19-11-800(19)(b); and

WHEREAS, the Lake Stevens Planning Commission held a duly noticed public hearing on April 20, 2022, during which five members of the public provided public comment; and

WHEREAS, at the conclusion of the April 20 public hearing, Planning Commission made a recommendation to amend LSMC Chapters 14.08, 14.40, 14.44 and 14.72; and

WHEREAS, the Lake Stevens City Council reviewed the Planning Commission's recommendation relating to the proposed amendment during work sessions on May 3, 2022 and June 7, 2022; and

WHEREAS, at the conclusion of their June 7, 2022 work session, the Lake Stevens City Council opted to form a subcommittee of three members to consider refinements to the code language recommended by the Planning Commission; and

WHEREAS, the subcommittee worked together to develop the revised code language shown in Exhibit A; and

WHEREAS, the Lake Stevens City Council held a duly noticed public hearing on the code language included in Exhibit A and considered all public testimony on September 13, 2022; and

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

WHEREAS, the Planning Commission made findings and conclusions to approve the code amendment as part of their recommendation, the language of which has since been revised by the Council subcommittee but which the City Council has determined still meets the findings and criteria outlined in LSMC 14.16C.075(f).

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

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

- A. This ordinance amending the City’s municipal code was sent to the Washington State Department of Commerce (2022-S-3907), as required by the Growth Management Act; no comments were received.
- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.
- C. As required by LSMC 14.16C.075(f), the adoption and amendment of codes are consistent with the Comprehensive Plan, comply with the Growth Management Act and advance the public health, safety and welfare.

Section 2. Chapter 14.08 LSMC, entitled “Basic Definitions and Interpretations,” is hereby amended as follows (additions shown by underline, deletions shown by strikethrough, and all other sections remain unchanged):

14.08.010 Definitions of Basic Terms.

Responsible party (definition related to short-term rentals only). The owner, property management company, or another person who is designated by the owner, in writing, to act on their behalf as the main contact for guests and who is responsible for addressing any complaints.

Short-term rental. A residential structure, in which all or part of the structure is rented to a person or group for transient lodging for not more than thirty (30) days to individual guests, subject to the standards identified in LSMC 14.44.064, where all or part of the structure is rented on a nightly or weekly basis for transient lodging; long term rentals are distinguished as being rented for more than 30 days as permanent or semi-permanent residence. Short-term rentals do not include bed and breakfasts, inns, hotels and motels.

~~Tourist Home.~~ A single family structure in which rooms are rented by the day or week.

Section 3. Chapter 14.16A, “Administration and Procedures,” is hereby amended as follows (additions shown by underline, deletions shown by strikethrough, and all other sections remain unchanged):

Table 14.16A-I: Classification of Permits and Decisions

Type of Review	Land Use Actions and Permits	Recommendation By	Public Hearing Prior to Decision	Permit-Issuing Authority	Administrative Appeal Body and Hearing
TYPE I Administrative without Public Notice	• Shoreline Exemptions • <u>Short-Term Rentals</u> • Signs	None	None	Department director or designee	Hearing Examiner, except shoreline permits to State Shoreline Hearings Board, and Open Record

Section 4. Chapter 14.40, “Permissible Uses,” is hereby amended as follows (additions shown by underline, deletions shown by strikethrough, and all other sections remain unchanged):

Table 14.40-I: Table of Residential Uses by Zones

A blank box indicates a use is not allowed in a specific zone. Note: Reference numbers within matrix indicate special conditions apply. P – Permitted Use; A – Administrative Conditional Use; C – Conditional Use (See Section 14.40.070 for explanation of combinations)															
NAICS Code	Use	R4	WR	R6	R8-12	MFR	LB	MU ¹	PBD ²	BD	CBD	CD	LI	GI	P/SP
MISCELLANEOUS AND ACCESSORY USES															
<u>N/A</u>	<u>Short-Term Rentals⁸</u>	P	P	P	P	P		P							
<u>N/A</u>	<u>Tourist homes</u>	A	A	A	A	A		A							

⁸ Subject to requirements of LSMC 14.44.064.

Section 5. Chapter 14.44, “Supplementary Use Regulations,” is hereby amended as follows, with the entirety of Section 14.44.064 (“Tourist Homes”) repealed and replaced by a new section entitled “Short-Term Rentals,” which is shown below as clean text:

LSMC 14.44.064 – Short-Term Rentals

- (a) Purpose and Process – the purpose of establishing specific standards for short-term rentals is to minimize potential impacts to residential areas, preserve housing stock, and allow property owners to efficiently use their properties.
 - (1) Short-term rentals are a Type I permit per Chapter 14.16B LSMC – Part I. Short-term rentals will require a city business license (“license”) per Chapter 4.04 LSMC along with a supplemental short-term rental permit (“permit”) under this chapter.
 - (2) The Planning and Community Development Director or designee will evaluate the application for the short-term rental permit for compliance with the requirements of LSMC 14.44.064 and other applicable sections of the Lake Stevens Municipal Code.
 - (3) Permits and licenses shall be issued for a period of one year, with the effective date running from the date of issuance.
 - i. The permit and license must be renewed annually with the department of Planning and Community Development, provided all the approval criteria continue to be met;
 - ii. It is the owner’s / operator’s responsibility to ensure that the short-term rental remains in substantial compliance with all applicable codes and relevant laws.
- (b) Restrictions
 - (1) No more than two short-term rentals may be operated by any individual, married couple, business interest or corporate entity within the city.
 - (2) Short-term rental permits are not transferable to another operator or location.
- (c) Licensing and Registration
 - (1) Permit application shall include a Type I land use application, fees, and written description of the proposed short-term rental identifying the following:
 - i. The name and address of the owner and person or company who will operate the short-term rental (operator);
 - ii. The address of the structure where the short-term rental will occur;
 - iii. The area to be rented, including number of bedrooms, to overnight guests.
 - iv. Short-term rental permit fees shall be established by resolution of the City Council.
 - (2) The owner / operator must provide valid contact information for a responsible party that will respond to potential issues pertaining to the short-term rental for inclusion on the city’s short-term rental register every day the property is rented. Any changes to the name, or telephone number(s) of the responsible party must be submitted to the department of Planning and Community Development within 14 days of the change(s).
 - (3) The owner / operator shall attest that the short-term rental provides consumer safety as identified in RCW 64.37.030 health and safety standards for guests.

- (4) The owner / operator must post “good neighbor guidelines” in a conspicuous place in the short-term rental, which shall include at least the following:
 - i. Contact information for the operator or responsible party;
 - ii. Emergency contact information for police, fire, emergency medical services, and contact information for nonemergency police services;
 - iii. Quiet hours are between 10 pm and 7 am;
 - iv. The location of the rental’s designated parking space(s);
 - v. The location of emergency shut-offs.
- (d) Applicability and General Requirements – the following requirements shall apply to all short-term rentals.
 - (1) Short-term rentals are allowed only in the zoning districts identified in Table 14.40-I.
 - (2) Short-term rentals may be hosted or un-hosted residences where all or part of the structure is rented for transient lodging.
 - (3) No short-term rental can be rented for residential occupancy by more than eight total individuals at any time.
 - (4) A minimum of one off-street parking space shall be provided per 1-2 rented bedrooms; two off-street parking spaces per 3-4 rented bedrooms; and three off-street parking spaces per 5 or more rented bedrooms.
 - i. Parking of boat trailers and recreation vehicles is allowed when adequate off-street parking is provided, and the additional parking does not conflict with required parking.
 - (5) Applicable sales/use and other related state imposed lodging taxes must be timely paid to the State of Washington. Timely payments are the responsibility of the property owner.
 - (6) The short-term rental must comply with Chapter 64.37 RCW.
- (e) Complaints and Enforcement
 - (1) Complaints and enforcement are subject to the processes identified in Chapter 17.20 LSMC including any fines and penalties imposed for substantiated violations.
 - (2) Multiple violations of the short-term rental code will result in progressive enforcement as identified in LSMC 17.20.
 - (3) Violations of consumer safety are subject to the provisions in RCW 64.37.030.
 - (4) A new short-term rental permit will not be issued to the owner / operator of a revoked short-term rental permit and business license until two years from the time of revocation have passed.

Section 6. Chapter 14.72, entitled “Parking,” is hereby amended as follows (additions shown by underline, deletions shown by strikethrough, and all other sections remain unchanged):

TABLE 14.72-I: TABLE OF PARKING REQUIREMENTS

Rooming and boarding houses	1 space for each bedroom.
<u>Short-Term Rentals</u>	<u>1 space for 1-2 bedrooms to be rented; 2 spaces for 3-4 bedrooms to be rented; 3 spaces for 5 or more bedrooms to be rented in addition to the required spaces for the primary residential use if a hosted short-term rental.</u>
Tourist homes, Hotels and motels.	1 space for each room to be rented plus additional space (in accordance with other sections of this table) for restaurant or other facilities.

Section 7. 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 8. 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 13th day of September 2022.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: September 13, 2022

Published:

Effective Date:



April 21, 2022

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

RE: Planning Commission Recommendation on Short-Term Rentals Code Amendment (LUA2022-0046)

Dear Council Members:

The Lake Stevens Planning Commission held three work sessions in 2021 and 2022 to consider land use code amendments to LSMC 14.44.064 (Tourist Homes, to be renamed Short-Term Rentals) and associated LSMC chapters, where it provided feedback and suggested multiple revisions to staff. The Commission subsequently held a public hearing on April 20, 2022 and is now forwarding their recommendation to City Council to approve the version of the code amendment that was reviewed at that meeting.

Commissioners Present: Connor Davis, Janice Huxford, Jennifer Davis, Linda Hoult, Michael Duerr, Todd Welch

Commissioners Absent: John Cronin

PLANNING COMMISSION PUBLIC HEARING

City staff presented the proposed code amendment, summarized the code amendment process and answered the Commission's questions related to the proposal. Chair Welch introduced two proposed changes to the code amendment, neither of which moved forward for consideration via motion. Five members of the public provided oral testimony during the public comment period of the public hearing.

FINDINGS AND CONCLUSIONS

The Planning Commission hereby adopts staff's findings and conclusions described in the April 20, 2022 staff report and concludes that the proposed amendment included as Attachment 1 to that staff report meets the following requirements:

1. The code amendment is consistent with the adopted Lake Stevens Comprehensive Plan;
2. The code amendment is compliant with the State Environmental Policy Act (SEPA); and
3. The code amendment complies with the Growth Management Act.

PLANNING COMMISSION RECOMMENDATION

Commissioner J Davis made a motion to forward a recommendation to the City Council to approve the adoption of the amendments to LSMC 14.44.064 and associated chapters as presented in the April 20 meeting packet.

Commissioner Hoult seconded the motion.

Motion passed 5-1-1 (Welch against, Cronin absent).

Respectfully Submitted,

Lake Stevens Planning Commission

From: kjhaugen15@gmail.com
To: [Kelly Chelin](#)
Subject: Documents for Special Counsel Meeting 6/7/22
Date: Monday, June 6, 2022 10:49:03 AM
Attachments: [Cover Letter and Questions and Answers.pdf](#)
[Cover Letter and Questions and Answers.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Chelin,

Please find attached documents for the upcoming special council meeting regarding the issue of short-term rentals which I previously emailed to the council members individually. Unfortunately I neglected to send a copy to you or to Mayor Gailey. I would appreciate your assistance in making sure copies are distributed appropriately and also made available for public review.

If you have any questions, please do not hesitate to contact me at 425.239.1915. Thank you for your attention to and cooperation with this request.

Kirsten Haugen
425.239.1915

May 27, 2022

The Lake Stevens City Council
1812 Main St.
Lake Stevens, WA 98258

RE: **Proposed regulations regarding short-term rental properties.**

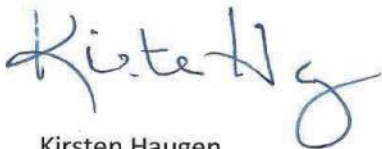
Dear City Council Member:

I am writing to indicate my strong support for the Councils' adoption of the Lake Stevens Planning Committee's recommendation that short-term rentals be owner-occupied. I am attaching three documents to support my opinion regarding this issue:

1. Questions and Answers About Short-Term Rentals;
2. Nine articles reporting homicides which occurred at non-hosted short-term rentals;
3. The Economic Policy Institute's report on The Economic Costs and Benefits of Airbnb

As this is an important issue impacting many citizens of Lake Stevens, I thank you for your attention to these materials and request your written confirmation that you have had an opportunity to review it. You can confirm by email at kirstenhj15@gmail.com. If you have any questions regarding this matter, or need further information, please do not hesitate to contact me.

Best,

A handwritten signature in blue ink that reads "Kirsten Hg". The signature is stylized with a large, looped "H" and a trailing "g".

Kirsten Haugen

9917 N. Davies Rd

Lake Stevens, WA 98258

425.239.1915

QUESTIONS AND ANSWERS ABOUT SHORT-TERM RENTALS

Question: It's my property, why shouldn't I be able to do what I want with it?

Answer: The establishment of residential zoning districts has long been recognized as a valid exercise of a municipality's power. In fact, it is the responsibility of a municipality to establish and maintain appropriate zoning regulations to protect its citizens. The establishment of residential zoning serves to insulate areas intended for residential living from increased noise and traffic, protect children and others living there, ensure residents ability to utilize quiet open places for play and exercise, and to maintain the residential character of the neighborhoods. There are many things you can't do on or with your residential property. For example, you can't operate a pig farm as it would negatively impact your neighbors. Likewise, you should not be able to operate what is essentially a small hotel in a residential neighborhood without expecting sufficient regulation to protect your neighbors. No other business operating in Lake Stevens is allowed to be regularly operated while unattended.

Question: Do short-term rentals hurt residential neighborhoods?

Answer: Yes. Aside from obvious issues regarding noise, trash, and parking, short-term rentals artificially inflate rental rates and reduce available rental space for longer term tenants. For example, Venice Beach, CA consists of an area of 3.17 square miles. It currently reports between 1000-1500 short-term rental listings, all of which are illegal and unavailable to longer term residents. Young couples, families with children, students, and people of color are disproportionately impacted by fewer rental opportunities and higher rental rates.

See attached independent study from the Economic Policy Institute (2019).

Question: Should the City of Lake Stevens be concerned with short-term rental owner's compliance with city codes and regulations?

Answer: Yes. Occupancy rates, fire codes, parking regulations, etc. are in place for people's safety. Short-term rentals need to be licensed and regulated to ensure the safety of renters and others. According to comments made by the Lake Stevens Planning Commission at a recent meeting, a cursory review of available short-term rental listings in the Lake Stevens area revealed 28 listings. Only one of those properties listed was licensed with the city. It is safe to assume most listings are not likely to be in compliance with fire and safety code for public use,

nor are they paying transient occupancy taxes or business license fees. Enforcement of the payment of appropriate taxes and fees would provide much needed funds which could be used to monitor compliance with applicable codes and regulations.

Question: Doesn't Airbnb, Vacasa, Vrbo, HomeAway, Craigslist, Facebook Marketplace, etc. monitor compliance of homeowners with local codes?

Answer: No. Materials listed online by these organizations regarding subscription for these services clearly state the responsibility for compliance with State, county, and city codes and regulations is squarely on the backs of the individuals using the services. That means the property owners and renters are responsible to know the regulations in the community the rental exists. It is unreasonable to assume vacation renters will spend time sifting through the current Lake Stevens Municipal Code or watercraft safety rules to determine what is expected of them related to noise, parking, occupancy, and other safety issues. It is imperative the City of Lake Stevens codify the rules and regulations related to short-term rentals into one area of the code that is easily accessible by property owners, renters, and neighbors.

Question: Do short-term rentals constitute commercial use of residential property?

Answer: Arguably yes. Courts across the country have addressed this issue with mixed results. Many of the cases analyze land use in HOA communities, which rulings remain specific to the particular set of covenants/restrictions involved. The issue has not yet been addressed by the courts in Washington.

The Supreme Court of the State of Pennsylvania addressed this issue in a case that was widely followed by rental sharing businesses nationwide and has been cited by courts in other jurisdictions. The court ruled that *non-hosted* rentals involve purely commercial use in a residential area where all residents/tenants of the rental are purely transient. See: *Slice of Life, LLC. V. Hamilton Township*, (PA 2019).

Question: Won't HOAs monitor houses in their communities?

Answer: Conceivably yes. People who own homes in HOA communities with short-term rentals have the added authority of enforcement with their neighborhood's particular covenants. Unfortunately, very few homeowners on Lake Stevens live in an HOA.

Question: If you are a bad renter, won't you just get a bad review so you can't come back and reoffend?

Answer: You might, but there is nothing stopping one of your other friends or family from making the next reservation or engaging with a different home-sharing business.

Question: Do short-term rentals attract disruptive visitors?

Answer: Sometimes. In Lake Stevens, it is widely believed negative experiences by neighbors of short-term renters will disproportionately be borne by persons living on or near the lake. It is likely that persons renting short-term on the waterfront are doing so to enjoy the lake. It is not a stretch to assume that would include other friends and family members in a celebratory manner. Absent landlords and short-term renters have no stake in the community and therefore little incentive to care how neighborhoods may suffer from their activities. Zoning codes keep hotels out of residential neighborhoods for a reason, despite having management and staff to monitor customer behavior.

People who reside on the lake already bear the brunt of those who come to “party” in their watercraft. There are regularly (pretty much daily) boats on the lake about 5 months per year, at all hours, blasting music of all kinds (some very inappropriate), rafting together and using the lake as a public restroom. There are existing ordinances which would prevent this behavior but they are nearly impossible to enforce. Noise not only carries over the water, it is often amplified. The noise from partying in one spot on the lake is shared by many others. After dark, it would be very difficult to determine with any specificity where the noise is coming from in order to call in a complaint. Unfortunately, law enforcement frequently has more important calls to respond to than noise complaints or boating violations.

Attached are multiple reports of incidents involving homicides that occurred at short-term rental events. Many more examples exist online. Fortunately, these incidents are rare in comparison to the overall number of rentals that occur. A review of these reports indicates a common thread in that they all occurred at un-hosted rentals and were in violation of the rental contracts agreed to by the renters. Obviously, even one of these incidents in our community is too many, and would appear to be easily preventable with a requirement that rentals be owner occupied.

Question: Why should the interests of remote landowners and renters, who have no connection to the community, outweigh the interests of local residents?

Answer: They shouldn't. The City of Lake Stevens should be focused on protecting the rights of its citizens who contribute to the community. The people who volunteer here, pay taxes here, raise their families here, attend school, and work here deserve the protection to enjoy their neighborhoods. Lake Stevens is a highly sought after residential area. Years of commitment by citizens to building and supporting schools, parks, trails, playgrounds, businesses, and homes have made Lake Stevens a premier place to live. Short-term rentals do not build

neighborhoods. Allowing a neighbor complaint driven rental system does not make for good neighbors. It only addresses problems after they have occurred and the problematic renters are long gone. Hosted or owner-occupied rentals protect the rights of our citizens and prevent problems before they arise.

An online review of issues surrounding short-term rentals reveals literally hundreds of states, counties, and municipalities attempting to address this issue. In every instance it appears communities are trying to curtail problems that have arisen in regards to traffic, parking, noise, garbage, and safety.

Question: Whatever codes and regulations are ultimately adopted, how does the City of Lake Stevens intend to enforce them?

Answer: If the City of Lake Stevens decides to authorize non-hosted short-term rentals, there needs to be effective enforcement measures in place. It is not helpful to deal with problems after they have occurred and disrupted the lives of members in this community. The city needs to commit to sufficient code enforcement and law enforcement personnel to ensure problems can be dealt with as they arise. If the city cannot commit to the personnel required to regulate short-term rentals, including licensing and related compliance, as well as rapid response and resolution of alleged violations, it should adopt a code structure that is most likely to prevent problems in the first place. This should include accountability for rental property owners, a rapid system for adjudication of disputes, significant fines for violations, and license revocation for repeat offenders.

From: [Magda Hopt](#)
To: [Mary Dickinson](#); [Marcus Tageant](#); [Kim Daughtry](#); [Shawn Frederick](#); [Anji Jorstad](#); [Steve Ewing](#); [Gary Petershagen](#)
Cc: [Brett Gailey](#); [Caitlin Weaver](#); [DeputyClerk](#)
Subject: LSMC Section 14.44.064 Special Council Meeting June 7th
Date: Tuesday, June 7, 2022 12:30:55 AM
Attachments: [AirBnb Party Policy.pdf](#)
[AirDNA Market Mine Everett.pdf](#)
[AirDNA Market Mine Lake Stevens.pdf](#)
[Community Advisory Committee Lake Stevens, WA - Official Website.pdf](#)
[COMPARING TYPES OF RENTALS.docx](#)
[Jaime's Review - Airbnb April 2022.pdf](#)
[June 7th LK Council Meeting Presentation.docx](#)
[Mark's Review - Airbnb.pdf](#)
[Mary's Review - Airbnb April 2022.pdf](#)
[Printed from our Airbnb Site Rules and Booking Requirements.docx](#)

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June 6th, 2022

Good morning Everyone,

Most likely it is morning by the time you read this. My name is Magda Hopt and I host Airbnb guests in Lake Stevens (more information about me is included in the main document). I was happy to respond to the notice David Levitan kindly sent out in May regarding LSMC 14.44.064 Short-Term Rentals/ Tourist Homes. Though I was unable to meet or speak with everyone I truly appreciate the time I did have with those that I could reach. I also have had conversations with hosts (property owners' of short-term rentals), but not all 20 (28) of based on AirDNA Short-Term Rental Data (www.airdna.co) My goal was to be more informed of other hosts' experiences and their thoughts while encouraging them to attend the meeting either in person or by Zoom. Not everyone is comfortable speaking in front of a group (or coming out in the open), so I hope to represent their thoughts as well as ours. I wanted to send these documents for your review at an earlier date and especially prior to the meeting tomorrow, but was unable to send as we had internet (StarLink) issues at our remote cabin.

With limited time before the meeting, I bring your attention to the main word document listed in the above attachments as "June 7th LK Council..." The remaining attachments are supplementary material. I plan to bring copies to the meeting on the 7th, but as you will see the three minutes allotted me would not be enough to cover all the material (given more time I would be happy to prepare a more formal power point presentation upon request). I put extensive effort in researching and preparing information for our City Council's Special meeting, and hope the information included will give you additional insight from research data, the hands on experiences of hosts, and the type of visitors we accommodate. If we understand the language correctly, then it appears that currently proposed amendments to the our city regulation may have an adverse affect on property owners' short-term rentals and the supply available to visitors. Thank you everyone for making the subject of short-term rentals a priority and giving us residents and property owners of Lake Stevens a voice. Forgive me for being informal as it is a late hour. I look forward to meeting everyone. If anyone would like to contact me I can be reached by cell phone 206-930-3497.

Magda Hopt
1003 Stitch Rd.
Lake Stevens, WA 98258
206-930-3497
mhopt2@gmail.com
mhopt@dmhie.com
WWW.DMHIE.COM

Sent from [Mail](#) for Windows

From: Magda and David Hopt
1003 Stitch Rd.
Lake Stevens, WA 98258
(206) 930-3497

To: Lake Stevens City Council Members &
Planning Manager David Levitan
dlevitan@lakestevenswa.gov

Date: June 29th, 2022

RE: LSMC Section 14.44.064

We hope that our City Council legislative members considers the impact of their decisions and carefully evaluate all the factors involved in determining the best approach to current and future short term renting needs.

Thank you for taking your time and an opportunity to share our experience and information with you at this critical decision-making time. As you will see, I put a great deal of time into this matter. I have reached out to hosts, past guests, neighbors, and legislators and considered all the reservations involved in making these major decisions.

First, a little about who we are. My husband and me, with our five children and widowed elderly father, relocated to Lake Stevens in 2013 into a home that would accommodate our large family and because it is close to our business in Everett. We also invested in a recreational and retirement investment property which recently was annexed into the City of Lake Stevens. After we became empty nesters, and my father died, our five-bedroom home and a one-bedroom mother-in-law attached apartment not only felt empty but over indulgent and excessive for the two of us; however, we did not want to give up the joy of living in our waterfront home. We were not interested in long-term tenants as our previous experience with long-term rental investment properties were tenant problematic and required long and expensive eviction processes. Exasperated with tenant

problems we sold two of them. After talking with friends who turned their investment properties into short-term rentals, we elected to try Airbnb since it would allow us to have more controls over our property (less damage) and the impact upon our neighbors. We liked the idea of having the ability to be more selective of temporary pre-screened and evaluated guests via reviews. As responsible “super-hosts” and with our 178 reviews and 4.9 ratings (see attached reviews) we feel confident that the system is working for us and without a negative impact on our neighborhood; and that now we are a reliable source of information to the City of Lake Stevens. Most importantly, hosting has given us a sense of community involvement and that we are contributing to visitor’s positive experience of Lake Stevens while adding a positive economic impact on local business.

Lake Stevens is a wonderful place to provide less privileged people (who cannot afford to live on the lake) access to the same enjoyment we have, and a friendly clean and safe place (regulated by our strict rules and reviews) that people can stay when visiting friends and family or attending events. We see that there are very few options for accommodations in Lake Stevens, especially since it is a tourist destination located at the foothills of the Northern Cascades and the largest natural lake in Snohomish County.

“Since mid-1920s, the entire shoreline of Lake Stevens had been divided into small lots and tracts for summer homes and resorts.^[12] Following the demise of the Rucker mill, Lake Stevens was primarily a resort community that drew 3,000 visitors on busy days to fish, swim, and water-ski on the lake”.

Limiting or over-regulating short term accommodations will put a hardship on property owners (suffering from increasing tax rates) and visitors coming to Lake Stevens in need of a place to stay. With over 178 visitors we found a majority were visiting family/friends while others are work related, real estate related, outdoor athletics and hikers accessing the Northern Cascades and Mountain Loop Hwy Hikes. Then there are those who simply want to get out of the rat race and enjoy few days on our lake. Simply put there are no motels or hotels in Lake Stevens (other than the Mansion on The Lake, a Bed and Breakfast listed in AirBnb and promoted on the city and chamber sites, and typically with no vacancies). According to AirDNA a subscription research site (see attached reports) and other

tourist sites there are only twenty-eight short-term rentals advertised. Making city regulations difficult for hosting guests makes Lake Stevens appear to be unfriendly and only accessible to a privileged class, while infringing on owners' property rights to use their property in reasonable ways after paying high taxes.

One bad apple can ruin it for all involved and while we are not against regulations, we are against making them so as it is impossible to have short-term rentals.

When asking why is there are a problem? According to one source, there is one property host in Lake Stevens that allowed, perhaps more than one, a large party or event. However, most noise problems are not caused by guests, but rather by residents or long-term tenants which are more problematic than guests that stay for a few days with only 28 short term rental properties in Lake Stevens. Why punish everyone when attention should be directed at the violator, perhaps by reporting them to Airbnb or suspending their license after three violations.

However, it is worth mentioning that according to the **Annual Lake Stevens Police Report** there has been a decrease of noise complaints from 342 in 2019 to 317 for 2021 and disturbance reports from 644 to 556; yet there are but a few Short-term rentals 28 properties (*see Attached AirDNA Market Mine Report*) while Everett has 148 properties (*see attached AirDNA Market Mine Report*). It seems apparent that noise problems are not necessarily coming from short-term rentals as compared to actual residents. We absolutely do not allow parties or any gatherings! We screen our guest by questioning them prior to reservations, reconfirm our rules and anyone suspicious is not booked, or we cancel. Recently Airbnb has banned parties. I have read in the news that Airbnb is going to require guests to sign a document prior to the reservation that they have read rules and acknowledging that guests and hosts will be held legally liable and penalized if they violate the NO party/events rules. See the full article below by going to the site by clicking on the link.

Parties and events (Airbnb Policy)

"Until further notice, all disruptive parties and events are prohibited, regardless of size. Guests who hold these types of events may have their account removed, and Hosts who violate this rule and allow guests to throw parties may be subject to account consequences up to and including the removal of their listing."

[Party and Events Policy - Airbnb /Help Center](#)

Finally, my husband and I are under the impression that tourists are welcome in Lake Stevens and that our property rights allowed the freedom to share our property. We hope that our City Council legislative members considers the impact of their decisions and carefully evaluate all the factors involved in determining the best approach to current and future short-term renting needs by not making it impossible for property owners to exercise their property rights and limiting them to the potential problems of long-term renting. And that the visitors to Lake Stevens have accommodation available to them. We hope that the council takes its time and hears from all parties involved. Please read the two stories about Mr. Crabbit and Mr. & Mrs. Lovejoy which I wrote as fictional examples to express some of the concerns; the characters are not real, but the issues are. Thank you for your time.

THE GRINCH WHO WANTED TO STEAL SUMMER IN LAKE STEVENS

Mr. Crabbit was going on to his seventh year of living on Lake Stevens. As usual he woke up in a bad mood and was once again contemplating his righteous plan to control yet another summer in HIS neighborhood and to stop visitors (considered as outsiders) from enjoying Lake Stevens by complaining about and to neighbors and making complaints to the city and police. Like most nice days, he Steped out on his balcony looking at the lake and was immediately more annoyed by the iconic angler near his dock. He felt his privacy was invaded and thought anglers should not be allowed closer than 250 feet from HIS dock, but if he had his way no one would use or fish **HIS** lake especially if they did not live on the lake or paid taxes. To make matters even worse the next door neighbor had been pressure washing for the past two days, while a few doors down, in a neighbors back yard the dog started barking and HE was going to put a stop to that like he did with the other neighbor by complaining about his kids and dog, not knowing that their family was being challenged with higher taxes and COVID; they gave up their dog rather than have Mr. Crabbit repeatedly report him for noise; besides

yelling at the kids. Face it, Crabitt in his dreams thought that kids and dogs should also be banned from Lakes Stevens. Dogs pooping in his yard was unacceptable even if the owners picked it up; he equated it with humans defecating on his lawn. The rumble of his neighbor's boat getting ready for a morning ski run reminded him of how he detested all the expensive boats with strangers and young adults making noise and playing music on weekends. Well, if they played what he liked he did not mind it so much. Nevertheless, he preferred that no one be allowed to use the lake unless they lived on the lake and even then, their kids should be banned from using their parents boats. People just needed to respect HIS property and water rights!

Not including himself, Mr. Crabbit is against growth and hates that there are too many people and businesses in Lake Stevens. If he had control over the laws and peoples' properties, he would take lake Stevens back to the days when the area was homesteaded in the 1880s before it became a resort town in the late 1930's. As embittered as he felt, the good news of the day was his neighbor (out of an obligation to be neighborly) invited him to their party. What Mr. Crabbit did not realize is that his neighbors invited him to their family and friend gatherings to keep him from complaining. People in HIS neighborhood wished he would move away, especially the children.

Though he complained to everyone, no one said anything to him when his chickens invaded their vegetable and flower gardens, and his turkey chased the children playing in the neighborhood or blocked his neighbor from accessing their mailbox, or the unsightly old broken-down truck permanently parked in his driveway, and the other "treasures" he collected in his yard. He thinks himself as wise for investing in lake front property, has a financial retirement plan, he believes he is a good neighbor though tolerance is not one of his virtues, he attends church and believes he is righteous, but outburst shows he does not love his neighbors and thinks his perspective on things is the only and the right one. He is an advocate of reducing school taxes since he had no children and felt it was unfair that he should pay taxes for other peoples' children's education. An advocate of shoreline preservation but it is him that will cut a tree down and claim the storm damaged it and it just happens to improve his view.

Though Mr. Crabbit was unaware for the past two years of the short-term rental that Mr. and Mrs. Joyheart had in the neighborhood, he now is going to protest; but if he had a spare guest apartment he would have done so himself to help pay the increasing taxes that he is always complaining about!

Who has the heart to tell him that he is the Grinch of Lake Stevens and wants to steal other people's rights and happiness and visitors from enjoying the wonders of Lake Stevens and all the nearby treasures; certainly not Mr. and Mrs. Joyheart!

**Mr. and Mrs. Joyheart Share their Love of Lake Stevens,
Hosting an experience beyond what a motel could offer brings them joy!**

Mr. & Mrs. Joyheart (she a retired schoolteacher and a he a retired park district employee), a well-respected and a respectful older couple, empty nesters, and long-term residents of Lake Stevens; much longer than Mr. Crabbit. They raised their children on the lake and were known to be contributors to their community and loved by their neighbors. As retired empty nesters and financially burdened with annual property tax increases, the couple were faced with having to sell their home. The idea of renting out their guest apartment was a workable solution; not only would it help financially but it would bring them joy to see others enjoy their property and the treasures nearby. The nice couple that responded to their advertisement seemed like a perfect pick. The Joyhearts were surprised to discover their new tenants snuck in a dog, had two semi- noisy motorized water boards, were arrogant and argued daily. It was not long before their tenants brought a high-performance Sea-doo which became a daily noise problem as it sounded like a motorcycle without a muffler, revving it up every few minutes as they practiced flipping backwards, limiting the range of their loud performances to the shoreline right in front of Joyheart's and the neighbors' waterfront. The Joyhearts could do nothing about it as their tenants felt it was their right while

having no regard for the neighbors. Neighbors never complained, but in their heart the Joyhearts felt stressed that their tenants were constantly invading everyone's waterfront. The eviction process would have been a long and arduous task due to the fact they had a long-term lease subject to laws that protected tenants more than property owners. Fortunately for the Joyhearts, their tenants had no choice but to vacate after the apartment was flooded. Thereafter the Joyhearts decided to Airbnb the apartment as they would have more control over their guests, not be stuck with long-term tenants, and avoid long expensive eviction processes. They compared the benefits of short-term and long-term rentals (see attached "Comparisons"), They decided to try short term renting and for the past two years had success with the guests (mostly visiting family) that stayed at their property, which also fulfilled their lives with new friends. The Joyhearts published strict house rules and provided a binder with local attractions and restaurants and including printed rules signed by their guests and a liability release form. Their Liability insurance coverage increased by Airbnb's added insurance. They evaluated the guest's rental reviews on Airbnb and questioned the purpose of every stay request before accepting reservations. Ninety-nine percent of their Guests were ideal and very respectful of their property, they abided by their strict rules, and left the Joyhearts with excellent reviews; a detailed evaluation of the property and the hosts. The Joyhearts reviewed their Guests as well for future hosts benefits. The self-regulating system works well and most importantly the Joyhearts feel more in control and happier with their guests rather than renting to tenants.

Unhappy people like Mr. Crabbit will always have something to complain about. The Joyhearts are like most people that live in our neighborhoods. We need to recognize that there are more responsible hosts than there are residents who will complain no matter what and be the disruptive ones living on the street. The difference between short-term rentals is that **guests** behave differently (more appreciative, less destructive, and not so entitled) and are temporary whereas long-term tenants are more likely to be arrogant and difficult to remove. The benefits outweigh the disadvantages to hosting guests, and to the impact on our lovely city of Lake Stevens, while we all are privileged to live here, we should be open to sharing our treasures by making short-term renting easier not more difficult; and the city should benefit from short-term rentals as well.

ECONOMIC BENEFITS OF TOURISM

“Snohomish County ranks 4th out of 39 counties in Washington State in visitor spending in 2016” according to Travel and Tour World publication.

Published on: Thursday, June 8, 2017

According to Travel and Tour Publication
(see attached full article”

, “Tourism however is about much more than hotel stays. Tourism is a key economic development strategy and positively impacts a cross section of businesses and reaches all communities in Snohomish County. Travel spurs growth, builds a strong tax base and creates jobs that cannot be outsourced.”

Dave Somers, Snohomish County Executive said, “Those of us who live and work in Snohomish County know that it is one of the most beautiful places on the planet. Now that tourism’s impact has surpassed \$1 billion per year, we must ensure this cornerstone of our local economy continues to thrive.”

“As per the Washington State County Travel Impacts & Visitor Volume report, travel spending in Snohomish County topped \$1.04 billion in 2016 – a year-over-increase of 2.8 percent.”

“Tourism in Snohomish County’s second largest industry, Direct tourism-related jobs employ 10,850 people in the county, contributing \$297. Million in payroll, 21.7 million in local taxes.”

(Note: bases on our experience with Airbnb, a high percentage of our guests do not use the kitchen, they order in or eat out during their stay. This is evident by the kitchens being untouched, and those that eat in buy groceries from our local stores.)

GUEST ACCOMODATIONS SHOULD BE MADE AVAILABLE TO THE GENERAL PUBLIC AND ESPECIALLY TO VISITORS SPECIFIC TO LAKE STEVENS, THE LARGEST NATURAL LAKE IN SNOHOMISH COUNTY AND AT THE FOOTHILLS OF THE CASCADE MOUNTAINS.

“For hundreds of years, open access to oceans, shores, and other natural resources has been maintained and enforced as an inalienable human right. A host of factors – overdevelopment of waterfront houses for sale chief among them – have led to a colossal decline in universal enjoyment of this liberty over the past century, however, as the privatization of land continues to sequester more and more of our planet’s offerings for the sole enjoyment of a privileged few.”

“....that our planet’s natural resources are the rightful domain of all living beings and not merely the few who purchase and inherit them.”

Summary

The ordinance is much too strict. We hope that regulations do not make it impossible for short-term rentals. There are people who have invested in properties for their retirement, while others are trying to make extra income for tax burdens especially if they are retired, and yet others who have large homes may want to share their properties for other reasons, i.e. raising money for medical expenses as an example. I remember seeing several homes on Lake Sammamish go up for sale in the 1990’s (when the market went crazy like now) because the people who lived there all their lives, then retired could not afford the taxes based on increased home assessments and increased utility costs.

It is a burden and costly to homeowners to have inspections annually and unnecessary since the reviews and Airbnb requirements meet the same objective and through a self-regulated system.

Short-term rentals are less than thirty days and not subject to eviction laws, long-term rentals are more than 30 days which are subject to eviction processes, and residents are permanently there until they sell or move.

There is a huge need for visitor accommodation as there is a shortage if not non-existence, no motels and very few short-term rentals in Lake Stevens.

Visitors or guests generate income for the local economy, based on experience (garbage and kitchen usage) majority guests eat out and shop locally.

The Majority of our 178 visitors' purpose of visiting was their local family and events, rather than just vacationing. However, people come to access the wilderness and outdoor activities nearby. There are those visitors that come for short term work and need places to stay.

Neighbors have access to Airbnb complaint line, with enough complaints or violations Airbnb with suspend and/or permanently block Hosts and Guests from renting on their platforms. Recently Airbnb is banning parties and taking strong measures against violators. It is rare that guests are willing to risk having a negative review and rating. They come looking for a clean and safe place with an experience that a hotel/motel cannot provide. Most hotels spend 20 minutes cleaning a room where as Airbnb (especially super hosts) take extreme measure to clean and beautify their properties. The reviews regulate host and property experiences. It is a market regulated by the hosts, visitors, and by Airbnb and the reviews, and the platforms in use.

The city of lake Stevens and local business make extra revenue (and can make more) from visitors that stay in Lake Stevens rather than going to other cities nearby. We are grateful for the opportunity to have a voice in this matter and ask you for unbiased review of all the information presented by hosts. We appreciate the dedicated time by the City Council to explore reasonable long-term solutions for the small number of hosts that are not as conscientious of their neighborhood or aware, why punish responsibly hosting owners and visitors. There are ways to contend with ignorant or violating hosts without making it impossible to have an

Airbnb. Giving residences an outlet to reach out locally, besides calling the police, like a hotline, educational hosting webinars or an organized local oversight and resourceful committee (which I am willing to voluntarily oversee), are but few of many options.

I personally coming from experience see more benefits than disadvantages, again I hope I was able to bring more insight into the importance of making our city code more flexible and host/visitor friendly. I have provided more supplementary information in my emails and attachments. Thank you again for this opportunity.

ATTACHEMENTS:

- A. Comparisons of short-term rentals and long-term rentals.
- B. AirDNA market short-term rentals report for City Lake Stevens
- C. AirDNA market short-term rentals report for City of Everett
- D. Our Airbnb Printed Rules – published on the platform and in a binder located in the unit.
- E. Tourist information article from Travel and Tour Word
- F. Sample Review from Mark a guest
- G. Sample Review from Mary a guest
- H. Sample Review from Jamie a guest

From: [David Levitan](#)
To: [Kelly Chelin](#)
Cc: [Russell Wright](#); [Jill Needham](#)
Subject: FW: May 10 City Council Public Hearing on Short-Term Rentals Ordinance Cancelled and to be Rescheduled for Future Date
Date: Tuesday, June 7, 2022 7:17:56 AM

Can you distribute and/or enter this into the record for tonight?



David Levitan, *Planning Manager*

City of Lake Stevens | Planning and Community Development

1812 Main Street | PO Box 257
Lake Stevens, WA 98258
(425) 622-9425
dlevitan@lakestevenswa.gov

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From: Nikki Odegaard <nikkiodegaard55@gmail.com>
Sent: Monday, June 6, 2022 7:02 PM
To: David Levitan <dlevitan@lakestevenswa.gov>
Subject: Re: May 10 City Council Public Hearing on Short-Term Rentals Ordinance Cancelled and to be Rescheduled for Future Date

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Hi David,

I'm not sure if you're the person I should send these to before tomorrow's Special Council Meeting but in the hope that you are, I wanted to get these signatures of support to you today. I had planned on doing much more and sooner but have had some all-consuming disasters taking all my time and energy. I know, judging from the reception I got from those I approached- (lake livers, friends and total strangers I talked with while walking my dog to visit the friends I knew were like-minded!!) this is very strongly supported.

I hope these can be added to the package for the meeting- I will bring the originals to the meeting tomorrow. All the best,
Nikki

On Thursday, May 5, 2022, David Levitan <dlevitan@lakestevenswa.gov> wrote:

Good Morning:

During their May 3 workshop meeting, the City Council reviewed and provided a number of comments on the proposed short-term rentals ordinance recommended by the Planning

Commission. At the conclusion of the meeting, the Council requested that staff conduct additional research and outreach, explore a number of changes to the ordinance, and hold an additional work session with Council before bringing the ordinance forward for a public hearing. As such, the May 10 public hearing is cancelled and will be rescheduled for a future date.

Please let me know if you have any questions.

David



David Levitan, *Planning Manager*

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From: [Steve Ewing](#)
To: [Kelly Chelin](#)
Subject: Fwd: Short Term Rentals
Date: Tuesday, June 7, 2022 2:32:23 PM

From: Steve Ewing <sewing@lakestevenswa.gov>
Sent: Tuesday, May 17, 2022, 7:40 PM
To: 'Rick Trout' <rkt trout98034@yahoo.com>
Subject: RE: Short Term Rentals

Rick:

Thank you so much for taking the time to email the Council about this short-term rental matter under consideration and for taking the time to talk to me. It's great to have engaged citizens like you who make our community a better place to live.

Best regards,

Steve



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From: Rick Trout <rkt trout98034@yahoo.com>
Sent: Tuesday, May 17, 2022 11:14 AM
To: Kim Daughtry <kdaughtry@lakestevenswa.gov>
Cc: Gary Petershagen <gpetershagen@lakestevenswa.gov>; Shawn Frederick <sf Frederick@lakestevenswa.gov>; Mary Dickinson <mdickinson@lakestevenswa.gov>; Anji Jorstad <ajorstad@lakestevenswa.gov>; Steve Ewing <sewing@lakestevenswa.gov>; Marcus Tageant <mtageant@lakestevenswa.gov>
Subject: Short Term Rentals

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Dear council members.

I would like to give you some personal information on my experience running our short-term rental on Airbnb.

I thought this would be helpful because most of the public discussion at the Planning Commission meeting focused on the potential problems and did not really touch on the existing benefits to the city.

Here are some of the details about our place.

We went live on Airbnb July 28th, 2020.

Our place is right next to the boat launch in downtown Lake Stevens. Here is the link if you want to see how we have it set up. It is about 670sq ft.

<https://airbnb.com/h/lakestevensnorthcovebeachouse>

For every guest that stays with us I always provide them with locally sourced fresh flowers, snacks, beer or wine, fruit and juice. Many of my plants and decorations are things that I have purchased from our Farmers Market. I even keep a poster advertising the market for my guests. The beer glasses are from Norms, and my Airbnb guidebook lists, Jays Market, Franciscos, Buzz Inn, Chicken Drive-in, Contos Pizza & Pasta, Subway, Midori Teriyaki, South Lake Pizza, Biscuit & Bean, LJ's Bistro, The Pines, Lake Stevens Brewing Co., and Rustic Cork Wine Bar. I always include a \$5 gift card for my guests to Biscuit and Bean. All of my guests shop local, and they often ask for food recommendations.

I wish I had a way to quantify how much business a small, short-term rental like mine brings to this community, but I don't. All I can say is that it's a lot. The owners of Franciscos have had family from California stay with us. Two different neighbors have used our place for their visiting family. I have had local families stay with us while their house was being remodeled. This was great for them because they had three little ones, ages 7, 5, and a 6-month-old, and they did not want to rent a hotel room in Everett. I had a couple from Virginia visiting during Covid because they wanted to see their first grandchild but didn't want to risk living in the same house with their kids and the new baby. I had a divorced dad from Chicago stay with us because his son was graduating from LSHS last year. The people that run the BUDU triathlon are going to stay at my place this September instead of a hotel in Everett. The reason I am telling you all of this is because a lot of the talk at the planning commission meeting was about people complaining about the potential of big parties happening at Airbnb's. But this is Lake Stevens, not Lake Chelan, or Hawaii. People who visit here are here because they have a connection to this community, either through family, or because they are here for one of the many events that happen throughout the year.

I find it hard to believe that someone would rent a place here just to throw a big party. I am not saying it wouldn't happen, but you are just as likely to have a homeowner do the same thing every once in a while, and this is not a destination town like Crescent Bar. We live right next door to the boat launch where lots of summertime craziness goes on. I think my wife is on a first name basis with the dispatcher at the non-emergency police line. The boat launch is something that we will have to deal with for as long as we live here. At least with a short-term renter, you know they will be gone soon.

Another thing is that Airbnb has some great systems in place to weed out those guests that might cause trouble.

The first is the rating system. Whenever I am using Airbnb as a guest, I try to do everything possible to maintain a 5-star rating. This means following all house rules, being respectful to other guests that might be staying in the Airbnb at the same time, following the rules for quiet times, and adhering to all requirements for the check-out process. This is by no means a perfect system, but it is only one part of a larger program to ensure that hosts, and their neighbors, are protected.

Another system in place with Airbnb is their "Global Party Ban". Here is a notification that I received from

Airbnb recently.

Following the announcement of our [global party ban](#), in 2021 we introduced a new product over the 4th of July aimed at trying to stop unauthorized parties. Similar initiatives had been previously piloted over Halloween 2020 and New Year's Eve 2020. The system focuses on blocking certain one-night reservation attempts and redirecting certain two-night reservation attempts for booking guests who do not have a history of positive reviews.

It worked. The 4th of July weekend in 2021 was quiet and we saw a substantial decrease in reports of disruptive and unauthorized parties. Overall, over 126,000 guests without histories of positive reviews were impacted by this anti-party system over the 4th of July weekend in 2021.

Therefore, we're building on this success and re-instituting these strict anti-party measures for the 4th of July 2022. And for this year, we're expanding this anti-party system to include Memorial Day weekend for the very first time.

Here are the steps they are implementing to help this initiative succeed.

- **For one-night reservations** — Guests without a history of positive reviews on Airbnb will be prohibited from making one-night reservations in entire home listings.
- **For two-night reservations** — As July 4 approaches, we will deploy more stringent restrictions on certain two-night reservation attempts. For example, we will leverage and amplify our technology that restricts certain local or last-minute bookings by guests without a history of positive reviews on Airbnb.
- Guests who have a **history of positive reviews** on Airbnb will not be subject to these restrictions.
- We will also be introducing **anti-party attestations** to guests attempting to make local reservations, in which they must affirmatively attest that they understand that Airbnb bans parties and if they break that rule, they may be subject to legal action from the company

We do not take these measures lightly. Both Memorial Day and the 4th of July are meaningful weekends that allow our Hosts to facilitate all kinds of responsible travelers including families. This is why our anti-party system

and policy allows exceptions on these bookings for those who have a history of positive reviews and have earned that trust through Airbnb. We also understand that the simple fact of not yet having reviews does not mean that a guest is trying to throw a party — this is a trade-off we are willing to make in the interest of trust and safety.

But this isn't all that they are doing. Here is the newest feature that is aimed directly at helping neighbors, living near Airbnb's, that may have concerns.

We are also working to raise awareness of our Neighborhood Support Line, which provides a forum for neighbors to flag for Airbnb in real-time if they spot a party in progress at a home that they believe is listed on Airbnb. In these cases, Airbnb's highly trained Safety team will work to support the neighbor, work with law enforcement where appropriate and take action against the people responsible for the party. The Neighborhood Support Line is accessible at airbnb.com/neighbors and includes a 24/7 hotline in the US.

Call the Neighborhood Support team directly at +1 (855) 635-7754.

We will continue working with local law enforcement, neighbors and our community to try to stop unauthorized parties, and we look forward to sharing announcements along these lines in the coming months.

On a final note. I have recently left my 29-year career in pharmacy for reasons related to my health. I ended up having to have a minor heart surgery and I am doing much better now. My wife is still working but as for me, our Airbnb is my sole source of income at this time. It is something that I very much enjoy doing and I am really good at it if I do say so myself. I enjoy it so much that I would be willing to discuss, in person, any future plans or requirements the council may be thinking about implementing.

Thank you for your time.

Rick Trout
206-427-9152

From: [Gary Petershagen](#)
To: [Kelly Chelin](#)
Cc: [Brett Gailey](#)
Subject: Fw: Recusal of Marcus Tageant
Date: Wednesday, June 8, 2022 7:36:51 AM

Kelly,

I am forwarding emails that I have received to make sure the correspondence is included in the official records.

Thanks,

Gary Petershagen

From: kjhaugen15@gmail.com <kjhaugen15@gmail.com>
Sent: Tuesday, June 7, 2022 10:23 AM
To: Kim Daughtry <kdaughtry@lakestevenswa.gov>; Gary Petershagen <gpetershagen@lakestevenswa.gov>; Shawn Frederick <sfrederick@lakestevenswa.gov>; Mary Dickinson <mdickinson@lakestevenswa.gov>; Anji Jorstad <ajorstad@lakestevenswa.gov>; Steve Ewing <sewing@lakestevenswa.gov>; Marcus Tageant <mtageant@lakestevenswa.gov>; Brett Gailey <bgailey@lakestevenswa.gov>
Cc: John Spencer <jfspencer2015@gmail.com>; Aileen Spradlin <aileenspradlin@gmail.com>; kjhaugen15@gmail.com <kjhaugen15@gmail.com>
Subject: Recusal of Marcus Tageant

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Dear Mayor Gailey and Council Members,

I am writing on behalf of some concerned citizens of Lake Stevens regarding the Councils' upcoming consideration regarding regulation of short-term rentals. As owner of Task Properties and Impact Property Management, Mr. Tageant appears to have a clear conflict of interest in the propagation of regulations and/or restriction of rental properties in Lake Stevens. As Mr. Tageant's income is directly related, in part, to the sale and management of rental properties, he has a financial interest in maximizing the opportunities for rental properties in this area. Although many vacation rental owners manage their vacation rentals themselves, many do not and have their properties managed by professional property management companies. This creates a conflict of interest for Mr. Tageant. It is my belief Mr. Tageant should recuse himself from consideration of all issues surrounding regulation of short-term rentals in the City of Lake Stevens. Thank you for consideration of this issue.

Sincerely,
Kirsten Haugen



Gary Petershagen, *Council Member*

City of Lake Stevens | City Council

1812 Main Street | PO Box 257

Lake Stevens, WA 98258

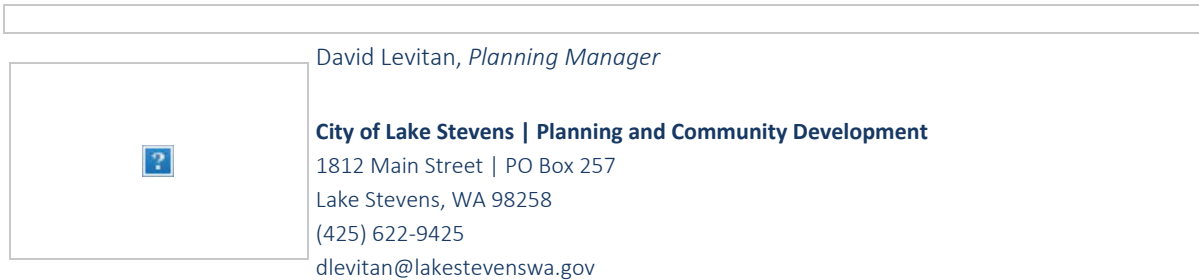
(425) 407-3327

gpetershagen@lakestevenswa.gov

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From: [David Levitan](#)
To: [Kelly Chelin](#)
Cc: [Jill Needham](#)
Subject: FW: Short-Term Rental
Date: Wednesday, June 8, 2022 11:30:59 AM
Attachments: [short-term.txt](#)

FYI.



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From: JEREMY WELCH <jtoddwelch@comcast.net>
Sent: Wednesday, June 8, 2022 11:30 AM
To: Steve Ewing <sewing@lakestevenswa.gov>; Shawn Frederick <sfrederick@lakestevenswa.gov>; Marcus Tageant <mtageant@lakestevenswa.gov>; Anji Jorstad <ajorstad@lakestevenswa.gov>; Mary Dickinson <mdickinson@lakestevenswa.gov>; Kim Daughtry <kdaughtry@lakestevenswa.gov>; Gary Petershagen <gpetershagen@lakestevenswa.gov>
Cc: Brett Gailey <bgailey@lakestevenswa.gov>; Gene Brazel <gbrazel@lakestevenswa.gov>; Russell Wright <rwright@lakestevenswa.gov>; David Levitan <dlevitan@lakestevenswa.gov>
Subject: Short-Term Rental

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Councilmembers,

I try to not send in comments/suggestions due to my position as a Planning Commissioner, current Chair, but after reviewing the multiple discussions on "Short-term Rentals" I decided to send this in. I do feel this discussion has gone on too-long and the creation of a workgroup is not needed. The amount of staff time (tax dollars attached) is getting out-of-hand. You can question ideas into-the-ground with no solution. I have attached Everett's Municipal Code on Short-Term Rentals. It is small, compact, efficient, and covers most what is needed. I realize that we are not Everett but the framework is good to use and tweak to meet Lake Stevens' requirements.

thank you,
Todd Welch

19.08.150

Short-term rentals.

A. Short-term rentals are the use of an entire dwelling unit by any person or group of persons to occupy for rent for a period of less than thirty consecutive days. Short-term rentals do not include bed and breakfast inns, hotels and motels.

B. License Required. A city business license is required to operate a short-term rental. No more than two short-term rental sites may be operated by any individual, marital group, a group of people, or a corporate entity such as an LLC, within the city.

C. Location. A short-term rental use may be located in a dwelling unit or an accessory dwelling unit. See EMC 19.08.100 for applicable accessory dwelling unit requirements, including owner-occupancy if applicable.

D. Number of Guests. The total number of residents and guests occupying a dwelling unit may not exceed eight, including any site with an accessory dwelling unit.

E. Signs. No signs identifying the use as a short-term rental are permitted.

F. Off-Street Parking. The short-term rental shall have no less than three off-street parking spaces for any site with on-street parking in front of the site, and no less than four off-street parking spaces for any site without on-street parking in front of the site. (Ord. 3774-20 § 5(G) (Exh. 3), 2020.)

From: [Magda Hopt](#)
To: [Kim Daughtry](#); [Mary Dickinson](#)
Cc: [DeputyClerk](#); [Brett Gailey](#)
Subject: Short Term Committee Membership Request & Airbnb Tax Link
Date: Wednesday, June 8, 2022 3:57:08 PM
Attachments: [COMPARING TYPES OF RENTALS.docx](#)

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Magda Hopt
1003 Stitch Rd.
Lake Stevens, WA 98258

June 8th, 2022

Mayor Office of Lake Stevens
Brett Gailey, Mayor
Members of Lake Stevens City Council:
Kim Daughtry, Gary Petershagen, Shawn Fredrick, Mary Dickenson, Anji Jorstad,
Steve Ewing, Marcus Tageant

RE: Special Council Meeting June 7th
Request to participate in the Short-Term Rental Committee
LSMC 14.44.064

Thank you so much, I truly appreciated having the opportunity to present information at last night's meeting and would be very interested in participating further in the resolution of issues pertaining to short-term renting. I know my packet and email had a great deal of information and I hope you will take the extra time to read it as it may have been overwhelming with such a short time to review the data included (I have included bullets summary for a quick glance, which was part of the original submitted and recorded packet.)

Having a committee is a great idea and will require dedicated time. My understanding is that the committee should have at LEAST three people; a pro- hosting, anti-hosting (someone that lives next door to a rental) and a neutral party. There is a lot of research. I am requesting to be part of the committee as I have extensive experience and would love to be more involved in our city and community. I am not against regulating but making them reasonable, I would like to be part of the solution.

I am interested to learn what the goals are for Lake Stevens tourism and what kind of plans are in the works for added lodging? Having a motel is a good idea but should not limit short-term renting. Competition is a good thing. Visitors love Airbnb as an alternative. Among many of the benefits I did not include the fact that I have employed several local people; cleaners, local laundry service, and I

purchase many supplies from local retailers; there are many expenses related to hosting.

Regarding tax collections discussion last night, you can find more information at this a link;

[Occupancy tax collection and remittance by Airbnb in Washington - Airbnb Help Center](#)

Please consider me for the upcoming committee, I would be honored to serve.

Best Regards,

Magda Hopt
(206) 930-3497

Sent from [Mail](#) for Windows

From: [Aileen Spradlin](#)
To: [Kim Daughtry](#); [Gary Petershagen](#); [Shawn Frederick](#); [Mary Dickinson](#); [Anji Jorstad](#); [Steve Ewing](#); [Marcus Tageant](#); [Russell Wright](#); [Brett Gailey](#)
Cc: [Kelly Chelin](#)
Subject: Short Term Rental Regulation in the City of Lake Stevens
Date: Thursday, June 23, 2022 2:47:06 PM
Attachments: [Special STR City Council letter .pdf](#)
[City Council letter 1-4.pdf](#)

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Dear City Council Members, Mayor Gailey and Director Wright.

I am writing to submit the materials I have researched and referred to in my previous letters to the city regarding revision of the Tourist Home code.

3 key takeaways from reading this material include:

- There is no one-size-fits-all approach to regulating Short Term Rentals. Local governments benefit from adopting nuanced regulations that preserve neighborhood quality, that are comprehensive and fair, and that have established oversight, complaint and sanction procedures that are enforceable.

- STRs are businesses. Regulation including limiting all STRs to primary residences is necessary to prevent speculation, to ensure STRs are compatible with surrounding residential uses and that they won't unreasonably reduce community housing opportunities

- Thoughtful, well drafted and enforced city ordinances really do work and we can learn from other policymaker's experience. Below are examples of 3 local municipalities who recently revised their STR code after experiencing the negative side effects of poorly regulated short term rentals.

As this very important issue will impact many citizens in Lake Stevens, I appreciate your time and attention to review these materials before moving forward with enacting new regulation surrounding short term rentals in our residential neighborhoods.

The documents are listed below along with my 2 previous letters to the City Council.

Please do not hesitate to contact me if you have any questions.

Thank you,

Aileen Spradlin

A guidebook that equips cities to respond to STRs in ways that protect public interests – including housing affordability, health and safety, neighborhood quality, and municipal revenues – while retaining reasonable latitude for city residents to host and earn money from short-term guests. [Regulating Short-Term Rentals: A Guidebook for Equitable Policy](#) identifies key issue areas, incorporates references to sample STR ordinances from around the US, and provides the Sustainable Economies Law Center's recommendations for best practices.

[Short Term Rental Zoning May Be Strictly Regulated or Not](#) explores the impact of vacation rentals in areas where tourists or a seasonal population are interested in temporary rentals of single-family residences without the owner being on the premises.

Granicus considers itself a industry leader in short- term rental compliance monitoring and enforcement solutions for local governments. [A Practical Guide to Effectively Regulating Short-term Rentals](#) balances the rights of homeowners with the interests of neighbors and other community members who may only experience the negative side-effects associated with people renting out their homes on a short- term basis. This guide offers practical advice and concrete examples of short-term rental regulation that actually works.

Chelan County [Code](#) 11.88.290
Short-term rental regulations.

The City of Bellingham recently adopted new regulations that define what is allowed as a short-term rental (STR) in [Bellingham Municipal Code Section 20.10.037](#). The regulations are intended to balance the economic opportunity created by STRs with the need to maintain the city’s housing supply and protect the rights and safety of owners, guests and neighbors.

The Walla Walla Municipal [Code](#)
Chapter 20.139
SHORT-TERM RENTALS

One of the side effects of government’s desire to get things done quickly, is that community engagement is sometimes viewed as something to get past, rather than a useful step in the process. [5 reasons community engagement matters](#) explores five areas where Community Engagement can maximize your efforts and achieve greater outcomes

Dear City Council members Ewing, Fredrick & Jorstad, and Mayor Gailey,

I am writing regarding the revision of our city's current Tourist Home regulation and to forward two very good articles written to assist cities attempting to regulate short term rentals:

Regulating Short-Term Rentals: A Guidebook for Equitable Policy

[https://www.theseic.org/
regulating_short_term_rentals_a_guidebook_for_equitable_policy](https://www.theseic.org/regulating_short_term_rentals_a_guidebook_for_equitable_policy)

Short Term Rental Zoning May Be Strictly Regulated or Not

<https://www.useful-community-development.org/short-term-rental-zoning.html>

I understand the city is interested in having a hotel and without a hotel, STRs would provide lodging for people coming to the city for fishing derbies, triathlons and rowing regattas. Opening the door to non-hosted STR will also attract a seasonal tourist population to the lake and the waterfront community.

If seasonal tourism is promoted and marketed through the hugely popular airBNB and VRBO websites, the main attraction will be the lake. I believe it's fair to say the most attractive homes for vacationers will be in residential neighborhoods surrounding the shoreline. I say this because I lived next door to a VRBO that was booked solid July into September of 2020.

As you discuss the impact of STRs on our city resources, on the lake and on the people who make their homes here, please also consider if City government is equipped to handle all that encompasses seasonal tourism?

Lake Stevens has only 7.1 miles of shoreline and is considered a relatively small body of water at approximately 1000 acres. It already attracts a large

population of out of town boaters that impact the waterfront residential neighborhoods and the lake.

I appreciate the city is committed to development of a STR code that is fair and equitable.

Please consider how Chelan County (Leavenworth, Lake Wenatchee, Plain, Peshastin, Manson) and the city of Bellingham have recently revised their regulations after experiencing the consequences of minimally regulated STRs. Their tiered approach to regulations is based on zoning and lot size allowing for hosted and non-hosted STRs.

I am in support of owner occupied and hosted short term rental, especially in neighborhoods surrounding the shoreline. I'd like to propose a cap on the number of homes allowed to provide STR in densely populated neighborhoods.

This matter is very personal for me as I have experienced living next door to a home that was bought on the west shore of Lake Stevens for the express purpose of VRBO. I will attach the letter I recently submitted to City Council that describes the events we experienced and the repercussion after a number of neighbors requested a code enforcement to stop this homeowner from operating out of compliance.

Please feel free to contact me if you have any questions regarding my letter or my experiences living next door to a non-hosted, full time VRBO.

Thank you.

Aileen Spradlin

Dear City Council members,

Our family has lived in Lake Stevens for 65 years. We are privileged to call many other city residents our friends. Our home is in a quiet neighborhood off the Davies Loop Road and we have enjoyed good relationships with our neighbors except for our experience living next door to a non-hosted VRBO through the summer 2020.

During that time my husband and I encountered 1 or 2 new groups of renters each week with noise, cars coming and going all hours of the day and night, speeding on our private road. We've endured property damage, illegal parking, trespassing, dogs barking and pooping on our lawn. The stench of marijuana being smoked within several feet of us made it impossible to enjoy our patio/beachfront. Renters used VRBO provided kayaks and paddle boards ignoring watercraft regulations. On July 4 approximately 20 young men and women partied. We observed probable underage drinking, projectile fireworks were discharged onto our property and toward boaters.

We and several of our neighbors complained to the owner on numerous occasions and were placated and told our expectations for safety and privacy were unrealistic simply because we live in Lake Stevens.

When the VRBO owner asked us to provide parking so they could book weddings we learned they were professional property managers. We inquired with the city and requested a code enforcement.

After receiving the cease and desist order, the homeowner embarked on a 10 hour episode of harassment including vulgar obscenities and indecent exposure and ending with police intervention. We installed 3 security cameras surrounding our home.

I have been following the Planning Commission's deliberations closely and appreciate their thoroughness researching how these businesses are being managed in other cities, including waterfront communities, and their acknowledgment that vacation rentals will exponentially impact neighborhoods surrounding the lake especially during summer and fall.

I strongly agree with their recommendation to allow owner occupied short term rental in our residential neighborhoods. The owner must be onsite to assure rules and regulations are being observed for the safety of their guests and the safety, security and privacy of neighboring properties. Speaking from experience, non-hosted owner/manager oversight of our neighborhood VRBO failed miserably.

Lake Stevens has become a hugely attractive recreational hotspot and I expect there will be properties offering non-hosted rentals under the radar. I fear our single code enforcement officer will be overwhelmed and I believe enforcement will be integral to the success of this new code.

Thank you for your attention and for considering how this code amendment will impact the citizens who live in and support the community of Lake Stevens.

Aileen Spradlin

From: [Gene Brazel](#)
To: [Anji Jorstad](#)
Cc: [Brett Gailey](#); [Kelly Chelin](#); [Caitlin Weaver](#)
Subject: FW: Short Term Rentals
Date: Friday, June 24, 2022 7:36:11 AM
Attachments: [Recommendation to Council Committee.docx](#)

Good morning,

I noticed you were missed on the email below. Fyi



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From: John Spencer <jfspencer2015@gmail.com>
Sent: Thursday, June 23, 2022 10:15 PM
To: Steve Ewing <sewing@lakestevenswa.gov>; Gary Petershagen <gpetershagen@lakestevenswa.gov>; Kim Daughtry <kdaughtry@ci.lake-stevens.wa.us>; Brett Gailey <bgailey@lakestevenswa.gov>; swright@lakestevenswa.gov; Shawn Frederick <sfriderick@lakestevenswa.gov>; Marcus Tageant <mtageant@lakestevenswa.gov>; Mary Dickinson <mdickinson@lakestevenswa.gov>; gjorstad@lakestevenswa.gov; Gene Brazel <gbrazel@lakestevenswa.gov>
Subject: Short Term Rentals

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Dear Council Members, Mayor, Gene and Russ:

A group of residents that I have been working with on the topic of Short Term Rentals in Lake Stevens has done considerable research into experience in other cities with STRs and reviewed a considerable amount of literature available regarding STRs. As a result of our work, we have prepared a suggested outline of code provisions that we feel could result in a very balanced code and set of guidelines for STRs in Lake Stevens.

Attached is our suggested code guidance.

We look forward to working with your subcommittee and will make ourselves available to suit your busy schedules.

Thank you and best regards,

John

Re. Short Term Rentals

To: Short Term Rentals Sub-Committee, Lake Stevens City Council

Dear Council Members

Thank you for taking your time to review the short term rental (STRs) code and regulations carefully and with the spirit of finding a balance between a laissez faire or relaxed code and/or an approach that would be prohibitively restrictive. We applaud your efforts and offer information we have gathered regarding other cities experience and suggested code provisions as a framework for your use.

(I have used the term “we” since I am writing on behalf of a number of residential waterfront residents.)

As homeowners and residence in Lake Stevens we clearly understand why residents would want to use STRs to offset the cost of housing and for that matter, the rising cost of raising a family. We support this and want a system that respects those residents interests as well as those living in the neighborhood.

We are concerned however, that a laissez faire approach or weak set of standards would disrupt neighborhoods and reduce the availability of housing (owned or rented) and not support the city’s goal of attracting a hotel to Lake Stevens. Hotels need “heads on pillows” to be financially successful at a high level of occupancy. Allowing unhosted STRs will encourages corporate, LLCs, and high net worth individuals to purchase homes for the sole purpose of short-term rentals, competing directly with and most likely discouraging a future hotel in Lake Stevens.

Example Cities

Below are the jurisdictions we found to have current and well thought out code and regulations for STRs. The common theme that we found in each of these is a requirement for STRs to be owned and hosted by the owner/resident and must be occupied by the resident a specific number of days per year ranging between 245 and 270 limiting rental period from 95 to 120 days per year.

1. Kirkland WA:

Code: [Short-Term Rentals in Kirkland – City of Kirkland \(kirklandwa.gov\)](https://www.kirklandwa.gov/DocumentCenter/View/10000/Short-Term-Rentals-in-Kirkland)

Guidelines:

- a. The property owner, or an authorized agent, must occupy the property as a primary residence at least 245 days per year to enter into short-term rentals there.
- b. A property manager living within 15 miles of the residence must be identified for those days when neither the owner nor an authorized agent are occupying the property.
- c. The property owner must have a business license from the State of Washington.
- d. The property owner (or authorized agent) also must complete and submit a business license application for the City of Kirkland, and pay licensing fees.
- e. As part of the application, a declaration must be filled out and signed. If the applicant is not the owner, it must still be signed by the owner, as owners retain specified responsibilities in all events.
- f. Lodging taxes for short-term rentals must be paid to the State of Washington, and those payments are the responsibility of the property owner.

Bellingham WA

Code: : <https://bellingham.municipal.codes/BMC/20.10.037>

Guidelines:

- One off-street parking space during guest stay
- Operations must prevent unreasonable disturbances to nearby residents
- No change in outside appearance of building or premise that indicates the site is hosting a commercial use
- Local contact person must be available 24 hours/day
- Good neighbor guidelines that must be posted in the unit and rental agreement
- No events for compensation in residential zones
- Basic safety inspection of the unit
- Proof of valid City of Bellingham [business license](#)
- Liability insurance

2. Chelan County,

Code: [Chapter 11.88 SUPPLEMENTARY PROVISIONS AND ACCESSORY USES \(codepublishing.com\)](#)

Code: <https://www.co.chelan.wa.us/community-development/pages/short-term-vacation-rentals-str-code-development>

Chelan County code establishes a 6% percentage of housing that can be used for short term rentals within designated areas throughout the county as well as minimum lot sizes and interval of feet between STRs for any new short-term rental.

3. City and County of Honolulu•

Code: [Short-Term Rentals Home \(honolulu.gov\)](#)

A limited number of new Bed and Breakfast Homes (B&Bs) in non-resort areas under a new registration process, with annual renewal required. • Continues to prohibit Transient Vacation Units, or “unhosted” short term rentals, in non-resort areas, unless permitted by a Nonconforming Use Certificate (NUC). • Makes it illegal to advertise short-term rentals that do not comply with the zoning regulations provided in Ordinance 19-18.

Recommendation: Short Term Rental Code and Regulations

We have prepared suggested code provisions for regulating STRs in Lake Stevens given the unique nature of our city; “one city around the lake”. We offer this as a model or framework to balance the impact of STRs on neighborhoods, and housing (owned or rented) in Lake Stevens.

Waterfront Residential Zone

1. Licensed: All STRs must obtain business license and pay fees substantial enough to help offset the cost of enforcement.
2. Owner occupied: STRs must be hosted by the owner (or resident renter) residing in the home 270 days per year limiting STRs to 95 days per year. (See Kirkland Code)
3. If neither owner or designated representative (the renter) is available, a designated representative living in Lake Stevens must be available 24 hrs daily during rental, City Police Dept. must be notified of designated representative along with adjacent neighbors.
4. STR tenancy: One tenancy per week.
5. Five-night minimum night stay during any one week. This is to encourage family rentals to come to Lake Stevens and to enjoy the lake and our city.
6. No street parking allowed. All vehicles must be able to park on the property.
7. Minimum required spacing between STRs to prevent entire neighborhood from being STRs (See Chelan Regulations)
8. No hosted events (weddings, bachelor or bachelorette parties, etc.)
9. Good neighbor policies and nuisance regulations posted.
10. Nuisance regulations: Trash and trash can placement, Noise code, leash law for pets, out-of-doors odors, burning.

Single Family Residential (non-waterfront)

1. Same as Waterfront residential but no limit on minimum night stay or number per week
2. One on-street parking allowed all others on-site.
3. Two hundred and forty five (245) days of in-person residence required allowing 120 days of STRs.

Multi-Family

1. No limitations other than nuisance code and contact person available 24 hours/day during rental.
2. HOA's set their own regulations and requirements

Enforcement

Enforcement of all codes and regulations is critical to the success of STRs. The first line of responsibility to assure compliance must rest with the owner or the designated resident renter and/or agent. However, city code enforcement staff/police department must be adequately staffed and trained to deal with enforcement of code violations. In the absence of either of these, STRs should not be allowed.

A “three-strikes your out” standard must be set to revoke business license if STR owner fails to comply with code, regulations and guidelines.

Thank you for your attention to this information.

Sincerely,

A handwritten signature in cursive script, reading "John F. Spencer", written in dark ink on a light-colored background.

John Spencer

From: [David Levitan](#)
To: [Kelly Chelin](#); [Caitlin Weaver](#)
Cc: [Russell Wright](#); [Jill Needham](#)
Subject: FW: Short Term Rental Input
Date: Monday, June 27, 2022 10:56:05 AM



David Levitan, *Planning Manager*

City of Lake Stevens | Planning and Community Development

1812 Main Street | PO Box 257
Lake Stevens, WA 98258
(425) 622-9425
dlevitan@lakestevenswa.gov

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From: Jeremy Korst (korst.org) <jkorst@korst.org>

Sent: Monday, June 27, 2022 10:55 AM

To: Kim Daughtry <kdaughtry@lakestevenswa.gov>; Gary Petershagen <gpetershagen@lakestevenswa.gov>; Shawn Frederick <sfrederick@lakestevenswa.gov>; Brett Gailey <bgailey@lakestevenswa.gov>; Mary Dickinson <mdickinson@lakestevenswa.gov>; Anji Jorstad <ajorstad@lakestevenswa.gov>; Steve Ewing <sewing@lakestevenswa.gov>; Marcus Tageant <mtageant@lakestevenswa.gov>

Cc: [Isplanning](#) <Isplanning@lakestevenswa.gov>; David Levitan <dlevitan@lakestevenswa.gov>; Gene Brazel <gbrazel@lakestevenswa.gov>

Subject: FW: Short Term Rental Input

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Mr. Mayor and Council Members:

Given the action item on tomorrow's Council meeting agenda (Short-Term Rental Moratorium - Ordinance 1141), I wanted to provide my earlier feedback on the topic of Short-Term Rentals (see below), as well as register my support for the Planning Commission's recommendations on this matter.

Thank you for your service.

Best-
Jeremy

Jeremy Korst

10520 Sandy Beach Dr
Lake Stevens, WA 98258
jkorst@korst.org

From: Jeremy Korst (korst.org)
Sent: Tuesday, March 15, 2022 4:32 PM
To: lsplanning@lakestevenswa.gov
Subject: Short Term Rental Input

Dear Members of the Planning Commission:

I recently learned that there is a public hearing tomorrow regarding potential changes to short term rental codes in Lake Stevens. Unfortunately, I will be unable to participate; however, I wanted to provide some input into this process.

My family purchased an older home on Lake Stevens several years ago and we are now in the process of building a new home on the property. We currently reside in Issaquah and were attracted to Lake Stevens due to the residential nature of the community, as well as it being located near Everett where our family business is located. We love the area, and our hope is to relocate to the new home on Lake Stevens after it is complete.

I was a bit surprised to learn that there is consideration to allow an expansion of short-term rentals in Lake Stevens. In the past, we have owned vacation properties in communities that allow these types of rentals (eg, Suncadia and Winthrop), and we are frequent Airbnb/VRBO renters for our family vacations. Based on my experience and opinion, the Lake Stevens community is incongruent with a material expansion of short-term rentals. Communities that have successfully embraced short term rentals tend to be more vacation and/or tourist destinations - that also have related tourism support infrastructure - not suburban residential communities like ours. Further, the need to ensure continued stewardship of our watershed and our beautiful lake (which has been affected by neglect in the past), requires a level of stewardship that is unlikely to be embraced by short-term-renters or absentee owners.

I appreciate that this topic is being investigated, and I was able to quickly review the Planning Department's evaluation of other cities and their respective treatment of short-term rentals. But, I noticed only one city that is a suburban, residential, lake-centric community: Lake Oswego, OR. In my opinion, we should expand the geographic consideration set and include a review of more similar peer communities. This will help us better understand how these similar residential, lake-centric communities are balancing some owners' desire for short term rentals while trying to minimize the potential negative impacts of these properties. For example, perhaps our peers mitigate some of these negative impacts by requiring the property to be owner-occupied, ensuring the owner is onsite to "host" the renters, requiring reasonable licenses/inspections/fees, and setting requirements for parking (including boat trailers) and occupancy limits, etc.

Thank you for taking the time to consider my input, and I look forward to learning more as this matter proceeds. Hopefully, we can chart a course that balances owners' rights while preserving the

primarily residential nature of our lake community.

Thank you,

Jeremy Korst
jkorst@korst.org

From: [Kevin Kosche](#)
To: [DeputyClerk](#); [Kim Daughtry](#); [Gary Petershagen](#); [Shawn Frederick](#); [Mary Dickinson](#); [Anji Jorstad](#); [Steve Ewing](#); [Marcus Tageant](#); [Brett Gailey](#)
Subject: VRBO Comments - Adopt Planning Commissions Recommendations, while further Best Practices are Considered
Date: Monday, June 27, 2022 2:47:46 PM

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Mr Mayor, Council Members and City Clerk -

My name is Kevin Kosche and I am a Lake Stevens resident.

The purpose of this Email is to provide input with respect to VRBOs in Lake Stevens.

My understanding is the Planning Commission has provided specific recommendation(s) for VRBO's which includes an Owner Occupancy requirement. While I do not believe this recommendation goes far enough, in terms of governing VRBO's, I support the Planning Commissions recommendation(s) as a balance between property rights of those owners who want to engage in a VRBO lodging enterprise, and those property owners of neighboring partials, who will be forced to deal the transient nature of such nightly rentals.

I would encourage the Mayor and Council to adopt the Planning Commissions recommendations, while further research into "Best Practices" of recreational communities who have already addressed the VRBO opportunity / challenge. Most of the communities I am familiar with have leaned towards 30 day minimum stays, as a way to reduce the overall impacts to both neighbors and community infrastructure (parks, police, traffic, etc). One doesn't have to look farther than the Methow Valley in Washington, or the Coachella Valley in California, to find best practices to consider. I find it interesting that a key consideration in the Methow Valley was affordable housing, as VRBO's were reducing the amount of housing available for working class constituents.

In short, I am a proponent of adopting the Planning Commissions recommendations immediately, which provide some level of VRBO governance, while any further analysis into best practices is considered.

Respectfully,

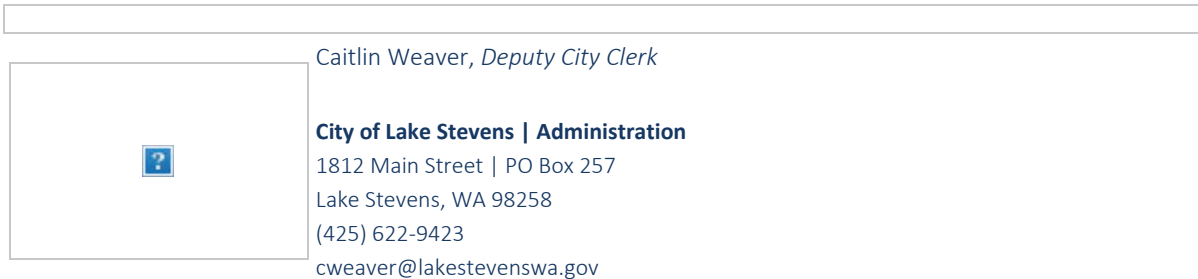
Kevin Kosche
425.367.7727

From: [Caitlin Weaver](#)
Subject: FW: LSMC - Short Term Rental Code Revisions
Date: Tuesday, June 28, 2022 1:20:03 PM

Council/Mayor/Gene/Department Heads,

Forwarding on public comment just received regarding the agenda item *Short-Term Rental Moratorium - Ordinance 1141*.

Thank you,



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From: Anji Jorstad <ajorstad@lakestevenswa.gov>
Sent: Tuesday, June 28, 2022 1:16 PM
To: 'craigandjen2@frontier.com' <craigandjen2@frontier.com>
Cc: Caitlin Weaver <cweaver@lakestevenswa.gov>; Gene Brazel <gbrazel@lakestevenswa.gov>
Subject: RE: LSMC - Short Term Rental Code Revisions

Hello Jennifer – thank you so much for taking the time to reach out and share your thoughts and concerns. We have been pleased with the amount of public comment we have received on this issue and I want to assure you there will be additional opportunity for the public to share their concerns as we finalize our work. We have taken into consideration the hard work already done by the Planning Committee (thank you!), input from many members of our community, and the work done to address this issue by other communities throughout the state of Washington.

We look forward to our continued partnership, and I thank you for your dedication to the planning committee process and for this email. Much appreciated.

Anji



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From: craigandjen2@frontier.com <craigandjen2@frontier.com>

Sent: Monday, June 27, 2022 11:16 AM

To: Shawn Frederick <sfrederick@lakestevenswa.gov>; Kim Daughtry <kdaughtry@lakestevenswa.gov>; Gary Petershagen <gpetershagen@lakestevenswa.gov>; Mary Dickinson <mdickinson@lakestevenswa.gov>; Anji Jorstad <ajorstad@lakestevenswa.gov>; Steve Ewing <sewing@lakestevenswa.gov>; mtangeant@lakestevenswa.gov

Subject: LSMC - Short Term Rental Code Revisions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

My name is Jennifer Davis and I've been honored to serve Lake Stevens for over ten years as a member of the Planning Commission. Recently, the Planning Commission had the opportunity to hear from several members of the community regarding proposed revisions of Lake Stevens Municipal Code provisions related to short term rentals. I write to encourage the Council to (1) closely review community comment on this topic already given at the Planning Commission's Public Hearing, and (2) to also seek further public engagement before moving forward to finalize the code revisions. This is a matter of great public concern and I am confident that members of our community are eager to be heard regarding both their experiences with existing short term rentals as well as their aspirations for what this growing industry will look like in the future here in Lake Stevens. Thank you for your attention to this matter, I really do appreciate the work you all do to strengthen our community.

Regards,
Jennifer Davis
Planning Commissioner

CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: Resolution 2022-14 - Fees

Contact Person/Department: David Levitan, Community Development

Budget Impact: Approval of the resolution would establish a new fee for short-term rental permit applications as well as an updated fee of \$100/hr for staff review.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Resolution 2022-14, establishing an updated city fee schedule.

SUMMARY/BACKGROUND:

While drafting the short-term rental code amendment proposed under Ordinance 1139, city staff evaluated an appropriate fee structure for short-term rental permits based on fees charged by other cities. Based on similar permits, the city determined to use an hourly fee as the base permit fee, with a two-hour fee charged for the initial application and an hour fee charged for renewals. While considering an hourly fee, the Finance Department recommended that the city increase its standard hourly fees across the board from \$75 per hour to \$100 per hour, which would be the first increase in at least ten years and would more accurately reflect current staff salaries with benefits. Adjustments to the city's hourly fee as well as to fees tied to the current hourly rate are reflected in Resolution 2022-14 (Attachment 1), with proposed fees shown in underline and current fees shown as ~~strikethrough~~.

APPLICABLE CITY POLICIES:

Fees Resolution

ATTACHMENTS:

1. Attachment 1 - Resolution 2022-14

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2022-14

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON,
REPEALING RESOLUTION NO. 2021-12 AND ADOPTING AMOUNTS FOR
THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED
AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST
CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES
ACTIONS OR PERMITS**

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution; and

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS TO RE-ENACT RESOLUTION 2022-14 AS FOLLOWS: Resolution No. 2021-12 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

Section 1. Fees and Deposits-General.

- A. Fees. Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Certain fees may be refundable based on a case by case analysis from the applicable department director and approval of the Finance Director. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. Payment Due. Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. Late Payment Penalties. If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month, with a maximum monthly interest accrual of \$20.00, from the date the fee became due and the date payment is actually made.
- D. Waivers. Upon petition by the applicant, the Mayor or designee may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm, or upon the submittal of a signed and notarized declaration of financial hardship, in the form attached to this resolution.

- E. Concurrent Applications. Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney fees may be recovered for specific projects. (Note: "X.XX" number refers to Use Category from Title 14 Table of Permissible Uses.)

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
Adult Family Home	325
Boundary Line Adjustments	1,000
Changes of Use	Included in Business License Fee
Code Interpretations	200 150
Eligible Facility Modification	200 150 for first two hours + 100 75 per hour for each hour of additional staff time
Lot Status Determination	200 150 for first two hours + 100 75 per hour for each hour of additional staff time
Floodplain Development Permit when no Shoreline Exemption is required (may also require SEPA and critical area review fees)	200 150
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Pasture/Waste Management Plan (LSMC 5.18.040)	
Plan Review Fee	100 75
Subsequent Plan Modification Review	100 75 /hour
Reasonable Use Exceptions	200+critical areas review
<u>Short-Term Rental Permits</u>	
Initial Application	\$200
Renewals	\$100
Site Plan Review (for standalone review only)	200 150 for first two hours + 100 75 per hour for each hour of additional staff time
Temporary Use	
Temporary Residence (1.700)	125
Temporary Mobile/Modular Public Structures (15.500) in any zone	100
Temporary Structures (23.000)	200
Temporary Encampment (LSMC 14.44.038)	1,250
ADMINISTRATIVE REVIEW (If hearing is requested additional cost for hearing examiner at actual cost)	
Administrative Conditional Use Permit	1,000
Administrative Deviation	200 150 for first two hours + 100 75 for each additional hour of staff time
Administrative Review of Model Home	200 150 for first two hours + 100 75 per hour for each additional hour of staff time
Administrative Modifications	450
Administrative Variance	1,000
Administrative Review of Small Wireless Facilities	200 150 deposit for first two

Action/Permit/Determination	Fee (\$)
	hours + <u>100.75</u> per hour for each hour of additional staff time
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	Applicant pays actual cost charged City plus 35 Administrative fee
APPEALS PER TITLE 14	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	<u>100.75</u> /hr
BINDING SITE PLANS	6,000
Revision	1,000
CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)	
Filing Fee to Request Contested Hearing	350
Filing Fee to Request Mitigation Hearing	350
Hearing Examiner Hearing (except for initial open record hearing per LSMC 17.20.080(d))	Hearing Examiner cost
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONCESSIONS	
Background Check	15
Concession Agreement Review/Administration	<u>200-150</u>
Damage and Litter Deposit (refundable at end of contract)	100
Lease Rate	5% of revenue
CONDITIONAL USE PERMITS	3,500+ Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,500 + 100 per lot for first two reviews + each additional review will be charged either: a) <u>100.75</u> per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + each additional review will be charged either: a) <u>100.75</u> per hour staff time; or b) Consultant fees (see

Action/Permit/Determination	Fee (\$)
	below) As determined by the appropriate Department Director
Commercial and/or non-residential developments	2,000 for first two reviews + each additional review will be charged either: a) <u>100</u> 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
CONSULTANT FEES (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 35 Administrative fee
DESIGN REVIEW	
Design Review – Administrative Decision	450
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	<u>200</u> 150 for first two hours + <u>100</u> 75 per hour for each additional hour of staff time
ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
EVENT PERMITS	
Event Level 1	<u>100</u> 75
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	100/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
IMPACT FEES	
Park Mitigation	
Single-family residences (e.g., single-family residence, duplex and manufactured home)	4,154.92/dwelling unit
Multifamily residences with three or more units	3,004.75/dwelling unit
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	1,912.53/dwelling unit
School Mitigation	
Lake Stevens School District – fees as shown below or as adopted in most current Capital Facilities Plan	
Detached Single Family Residence	9,788/dwelling

Action/Permit/Determination	Fee (\$)
Duplex/Townhouse	7,672/dwelling
Multifamily Residential with 2 or more bedrooms	7,672/unit
Snohomish School District – fees as shown below or as adopted in most current Capital Facilities Plan	
Detached Single Family Residence	6,039/dwelling
Duplex/Townhouse	260/dwelling
Multifamily Residential with 2 or more bedrooms	260/unit
Traffic Mitigation	
Traffic Impact Zone 1	2,771/PM peak hour trip
Traffic Impact Zones 2 & 3	3,500/PM peak hour trip
Impact Fee Adjustment/Deferral Application	200 150
LAND DISTURBANCE	
Minor Land Disturbance Permits	500 375
Major Land Disturbance Permits	1,000
Major Land Disturbance Permit with Class IV Forest Practice	1,250
LAND USE CODE AMENDMENTS	
	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Manufacturing Tax Exemption Application	500
Permit Extension	200 150
Public Notice Signs Rental Fee	50
Security Administration Fee, per each security	100
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	35/tree
Lake Safety Marker – one-time fee for contribution to the Lake Safety Program for buoy purchase.	350
MISCELLANEOUS TASKS	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	100 75/hr
Miscellaneous Research or other staff time	100 75/hr
MOBILE FOOD VENDING UNITS	
Initial License Application	75
License Renewals	40
PARK PERMITS	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	
	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (\$400 credited toward application fee over \$1,000 upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Requested Consultant Review (e.g., critical areas consultant, etc.)	400+Consultant fees
RECONSIDERATION OF DECISION by:	
Planning Director	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	
	At cost (paid directly to Snohomish County)
REZONES - ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost

Action/Permit/Determination	Fee (\$)
RIGHT-OF-WAY	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50
All Others	200
Right-of-Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
SEPA REVIEW (does not include critical areas review, which is a separate fee)	
Planned Action Project Certification Review including SEPA Checklist	750
Review of SEPA Checklist	750
Review of requested studies	<u>100</u> 75 -study per hour 2 hour minimum
Review of requested traffic studies	<u>100</u> 75 per hour 2 hour minimum
Review of requested drainage studies	<u>100</u> 75 -per hour 2 hour minimum
Environmental Impact Statement (EIS)	<u>100</u> 75 -per hour 10 hour minimum
Addendum	300
SEPA Appeals (to Hearing Examiner)	<u>200</u> 150 +Hearing Examiner cost
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Mooring Buoy Application	<u>200</u> 150
Shoreline Conditional Use	1,500+Hearing Examiner cost
Shoreline Exemption	200
Shoreline Exemption with Floodplain Development Permit	300
Shoreline Substantial Development	+Hearing Examiner if requested by public
Related to Single Family Residence	500
Related to Multifamily Residence or Commercial Property	1,500
Related to Subdivision	2,000
Other	2,500
Shoreline Variance	1,500+Hearing Examiner
SIGN PERMITS	
Sign Permit	<u>200</u> 150 +50/sign
Sign Insert replacements (fee applies to replacement cabinet signs with no structural or size modifications)	25
Master Sign Program Permit	<u>600</u> 450
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Final Plat / Short Plat Pre-check and Survey Review	<u>100</u> 75 /hour, 2 hour minimum plus \$1,000 survey deposit
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost

Action/Permit/Determination	Fee (\$)
ZONING CERTIFICATION LETTER	<u>200</u> 150

Section 3. Building Permit Fees. (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from the current editions of:
1. The International Building Code (IBC)
 2. The International Residential Code (IRC)
 3. The International Mechanical Code including the International Fuel Code, National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and National Fire Protection Association 54 (National Fuel Gas Code)
 4. The Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. The International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent semi-annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

Table 1A: Building Permit Fees

Total Valuation	Fee
\$1.00 to \$499.99	\$23.50
\$500.00 to \$1,999.99	\$23.50 for the first \$499.99 plus \$3.05 for each additional \$100, or fraction thereof, up to and including \$1,999.99.
\$2,000.00 to \$24,999.99	\$69.25 for the first \$1,999.99 plus \$14 for each additional \$1,000, or fraction thereof, up to and including \$24,999.99.
\$25,000.00 to \$49,999.99	\$391.25 for the first \$24,999.99 plus \$10.10 for each additional \$1,000, or fraction thereof, up to and including \$49,999.99.
\$50,000 to \$99,999.99	\$643.75 for the first \$49,999.99 plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$99,999.99.
\$100,000 to \$499,999.99	\$993.75 for the first \$99,999.99 plus \$6.50 for each additional \$1,000, or fraction thereof, up to and including \$499,999.99.
\$500,000 to \$999,999.99	\$3,233.75 for the first \$499,999.99 plus \$4.75 for each additional \$1,000, or fraction thereof, up to and including \$999,999.99.
\$1,000,000 and up	\$5,608.75 for the first \$999,999.99 plus \$3.65 for each additional \$1,000, or fraction thereof.

C. Plan Review Fees:

Residential:

- New construction & additions: 65% of permit fee using Table 1A
- Repairs & Alterations: ~~\$100.75~~ per hour (min. 1 hour)
- Basic House Plan Review – see Table B2

Commercial:

- New construction & additions: 85% of permit fee using Table 1A
- Tenant Improvements (TI) & Alterations: 85% of permit fee using Table 1A **OR** ~~\$100.75.00~~ per hour (min. 1 hour) as determined by the building official
- Plumbing & mechanical: 25% of permit fee or City's hourly rate of ~~\$100.75.00~~ per hour (min. 1 hour)

D. Fire Department Commercial Plan Review.

New or Tenant Improvement Building Permits – Applies to all Occupancies except Group U

Construction Valuation From: To:	Fee
Group R-3 or IRC Dwellings (regardless of valuation)	\$30
\$0 \$1,000	\$30
\$1,001 \$5,000	\$115
\$5,001 \$10,000	\$175
\$10,001 \$20,000	\$200
\$20,001 \$45,000	\$260
\$45,001 \$100,000	\$315
\$100,001 \$250,000	\$430
\$250,001 \$500,000	\$545
\$500,001 \$1,000,000	\$690
\$1,000,001 \$1,500,000	\$775
\$1,500,001 \$2,000,000	\$835
>\$2 million	\$865 plus \$55 per \$500,000 (prorated over \$2 million)

E. Other Inspections and Fees:

See Section II Tables D and E for Sprinkler and Alarm fees.

Inspections outside of normal business hours: ~~\$100.75~~/ hour, 2 hour minimum.

Reinspection fees assessed at ~~\$100.75~~ per hour (1 hour minimum).

Penalty for commencing work prior to permit issuance: Double permit fee.

Inspections for which no fee is specifically indicated: ~~\$100.75~~/hour (1/2 hour minimum).

Additional plan review required by changes, additions or revisions to plans: ~~\$100.75~~/hour.

For use of outside consultants for plan checking and inspections, or both: Actual Costs

F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

Table B2: Schedule of Miscellaneous Building Permit Fees

Permit	Fee (\$)		
	Permit	Plan Check	Total
Accessory Structures	Valued as Utility (BVD) See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
BASIC HOUSE PLAN REVIEW			
Initial Plan	See table 1A		
Set-up fee			200
Basic Plan		20% of permit fee per Table 1A	Per Table 1A
State Building Code fee (each residential permit)	\$6.50		\$6.50
Each additional residential unit	\$2.00		\$2.00
Each Commercial permit (per RCW 19.27.085)	\$25.00		\$25.00
Deck	Valued at: \$15/sq.ft. – uncovered \$17/sq.ft. – covered See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Demolition	\$100 75		\$100 75
Dock	Valued at: \$30/sq.ft. See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Fence/Retaining Wall	\$100 75	\$100 75/hr (1 hr min)	\$100 75 + plan check fee
Manufactured Home Placement ((& Skirting))	\$225		\$225
Certificate of Occupancy	\$100		\$100
Reroof:			
Residential	\$40.00		\$40.00
Residential with sheathing	\$90.00		\$90.00
Commercial	Refer to Table1A	Same as Commercial TI	Permit fee + plan check fee
Adult Family Home	\$200 150		\$200 150
Re-inspection	\$100 75		\$100 75

Current BVD = Building Valuation Data, International Code Council

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	35.00	Plumbing Permit	35.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00

Mechanical Fees		Plumbing Fees	
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00
Gas Piping 1 – 4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/ Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood – Residential	15.00	Roof Drains	10.00
Range Hood – Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K – 499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1- 5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00
Wall/Unit Heaters	20.00	Water Heater	15.00
Water Heater	15.00	Water Service	10.00
Wood Stoves	18.00		

Section 5. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License: – Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime – Each dog or cat neutered or non-neutered, lifetime – Senior Citizen (defined as being 62 years of age or older) owners, lifetime – Service and guide dogs, lifetime – Duplicate license for lost or destroyed dog/cat tag – Duplicate license - Senior Citizen owners and Service/Guide Dogs – Other Code Violations: ■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. ■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	Free 20 Free Free 4 Free
Impound Fees for Cost Recovery: – Dogs and cats (at police kennel) – Animals – Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements. – Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	25 30 Varies
Pasture/Waste Management Plan (Sec 5.18.040): See Table A Land Use Fees	

Section 6. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.



Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Lamination Services – Concealed Pistol Licenses	3.50
Fine:	
1. Failure to pay fee (50% reduction if paid within 24 hours)	40
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	50
2. Fine if paid within 24 hours	25
Off-duty Officer:	Refer to current billable rate schedule
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit:	\$100 per hour of event with one hour minimum
(For special planned events that require additional police services)	
Letters for search of local criminal justice data bases	10
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

Section 7. Miscellaneous Fees. Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works : Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee)	Refer to current billable rate schedule
Business Licenses: - Non-refundable Adult Entertainment (Cabaret) application Fee 100 - Adult Entertainment (Cabaret) Establishment (annual) 500 - Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual) 50/person - Business License Registration – Application 40 - Business License Registration – Annual Renewal 25 - Temporary business license 40 - Renewal 5 - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol application fee. License expires one year from date of application.) 75 for the 1st three employees, and \$10 for each additional employee - Live music and/or dance entertainment (annual) 50 - Games (annual) 50 - Pawnbroker and Second Dealers (annual) 500	
- Washington State Department of Licensing's Master License Service - Business license handling fee (fees shall be automatically amended by the State)	Currently New Application \$19 Renewal \$11
Duplication of Public Records: (postage/delivery costs extra) - In-house Copying of City documents for the public. - In-house Copying of City documents to pdf when original document is not in electronic format. - Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery. - Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations. - Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge - In-House duplication of City documents to CD, such as • Comprehensive Plan, Lake Stevens Municipal Code Title 14, • Urban Design Standards, Engineering Design and Development Standards, etc.	For all records duplication and/or transmission, first \$5 cumulative waived 15¢/page/side 10¢/page/side \$1 extra for copy to CD 5¢ per each four electronic files or attachments plus 10¢ per gigabyte Actual Cost Actual Cost

Permit/Action	Fee or Fine (\$)
- Documents or CDs printed by outside vendor - Maps - Duplication of maps less than 11"x17" - Maps - Duplication of maps greater than 11"x17" and - Special requests for plotted maps, aerials, plans, etc. (each) - Audio recordings of meetings: • Duplicated by Staff • Duplicated by outside vendor - Color photos (cost to reproduce) - Certified copy of a public record	Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly) \$0.15/page \$1 per square foot for in-house printing or actual cost if sent out to reproduce \$1/tape/disc Actual cost to reproduce 40¢ \$5 for 1st Page and \$1 each after the 1st Page
Dishonored Check Fine (in payment of City services)	\$35
Passports (fees shall be automatically amended by U.S. Dept. of State)	Consistent with effective federal changes
Age 16 and Over	Passport Fee \$130 <u>\$110</u> Execution Fee \$35
Under Age 16	Passport Fee \$100 <u>\$80</u> Execution Fee \$35
Passport Photos	\$16.00/set including sales tax
Technology Fee	A technology fee of three (3) percent will be assessed on each building and land use permit issued.

Section 8. Community Facility Rental Fees. Fees for renting the City's Community Center and other facilities shall be as listed in Table G.

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
Facilities	
Athletic Fields	Youth Sports: \$20 every 2hrs
	Adult Sports: \$30 every 2 hrs
Eagle Ridge Community Garden bed rental	\$40 annually
The Mill	See Table G1

Table G1: Standard Mill Rental Fees

	Max Occupancy	Saturday	Friday or Sunday	Mon-Thurs	Damage Deposit (refundable)	Reservation Deposit (non-refundable)
Entire Mill	461	\$1800	\$1300		\$250 without alcohol \$500 with alcohol	\$200
Hartford Hall	213	\$1300	\$900	\$75/hr \$600 all day	\$250 without alcohol \$500 with alcohol	\$200
The Stack	50	\$67/hr	\$47/hr	\$47/hr	\$100	\$50
Sawyers Room	200	\$77/hr	\$77/hr		\$100	\$50

NON-PROFIT Rental Fees (Peak Season April 1 through September 30, 30% discount)

	Max Occupancy	Saturday	Friday or Sunday	Mon-Thurs	Damage Deposit (refundable)	Reservation Deposit (non-refundable)
Entire Mill	461	\$1260	\$910		\$250 without alcohol \$500 with alcohol	\$200
Hartford Hall	213	\$910	\$630	\$38/hr \$300 all day	\$250 without alcohol \$500 with alcohol	\$200

The Stack	50	\$47/hr	\$24/hr	\$24/hr	\$100	\$50
Sawyers Room	200		\$54/hr		\$100	\$50

NON-PROFIT Rental Fees (Off-Peak Season, 50% discount)

	Max Occupancy	Saturday	Friday or Sunday	Mon-Thurs	Damage Deposit (refundable)	Reservation Deposit (non-refundable)
Entire Mill	461	\$900	\$650		\$250 without alcohol \$500 with alcohol	\$200
Hartford Hall	213	\$650	\$450	\$38/hr \$300 all day	\$250 without alcohol \$500 with alcohol	\$200
The Stack	50	\$33.50/hr	\$23.50/hr	\$23.50/hr	\$100	\$50
Sawyers Room	200		\$38.50/hr		\$100	\$50

1. If the City requires general liability insurance coverage, the event shall be required to provide proof of insurance in compliance with the Facility Use Permit rules ten days prior to the event. If proof of insurance is not provided, the event will be cancelled.
2. "Local" user is a group whose coordinator or assigned member is a citizen of the City of Lake Stevens.
3. **Non-Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
4. A minimum security deposit of \$25 MAY be required of users when, in the judgment of the facilities scheduler, the type of facility use may necessitate such a deposit.
5. In case of a cancellation, a written ten-day advance notice must be received to qualify for a refund.
6. No animals other than service animals will be permitted inside facilities without consent of the City Clerk or designee.
7. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

Section 9. Park Fees. Fees for boat launch parking and the rental of Park Shelters shall be as listed in Table H (below).

Table H: Schedule of Park Fees

Number of shelters		Rate
Park Shelter/Facility		Rental fee including deposit*
Lundeen Park	Half Shelter	\$75
	Full Shelter (both sides)	\$150
North Cove Park Shelter		\$75
North Cove Park Observation Deck		\$75
Mill Outdoor Plaza Rental		\$75
All Shelters/ Facilities		\$40 half day rentals available during peak season April 1 through September 30
Boat Launch Parking		\$10 daily/\$2 for two-hour parking (Davies Only)
Annual Parking Pass		\$75

Table

* All shelter reservations include a \$7.00 non-refundable fee for cancellations unless cancelled by the City of Lake Stevens. All reservations are for a maximum of 50 people or occupancy if less.

Section 10. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table IA: Stormwater Management Utility

<u>Type</u>	<u>Impervious Area per Equivalent Service Unit</u>	<u>Annual Rate per</u>
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024

All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
Undeveloped ²	NA	No Charge
State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.
3. Annual increases are based on the completion of the 2018 Stormwater Management rate study and approval of the "Level of Service 3 - High Priority Capital" recommendation,

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

Table IB: Lake Management Benefit Assessment

Class		Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot		NA	\$16.00 per parcel	\$192.00 per parcel
Split Lot		NA	\$11.33 per parcel	\$136.00per parcel

1. The lakefront lot assessment applies to each land parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.
2. Lakefront lots developed with only a dock or other over the water structure will receive a lakefront assessment.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

Section 11. Fire Safety Inspections, Permits and Fire District Related Service Fees

Fees for fire safety inspections, permits and Fire District related services shall be as listed in Tables A through L below. Fees listed in Tables C through K are comprehensive for plan review, permit issuance, and two (2) site inspections per inspection item.

Table A - Fire Safety Inspection Fees	
Inspected Square-footage (SF)	Fee
1-1,000	\$25
1,001-2,500	\$50
2,501-10,000	\$75
10,001-50,000	\$150
50,001-150,000	\$300
150,001-400,000	\$425
Over 400,000	\$550
R-2 Apartment Buildings	Fee
1 and 2 story	\$25
3 story and greater	\$50
Interior halls	SF Fee
Other Fees	Fee
Re-inspection Fee (for uncorrected violations are time of re-inspection)	\$50

Table B - Operational Fire Permits			
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes that may produce conditions hazardous to life or property.			
An Operational Fire Permit is required prior to engagement in the activities, operations, practices, or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed at least annually.			
Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event.			
IFC Reference	Permit	Required for:	Fee
105.6.1	Aerosol Products	Level 2 or Level 3 aerosol products in excess of 500 pounds.	\$75
105.6.2	Amusement Buildings	Operation of a special amusement building.	\$75
105.6.3	Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles.	\$75
105.6.4	Carbon Dioxide Systems	Carbon dioxide systems having more than 100 pounds of carbon dioxide.	\$75

105.6.5	Carnivals and Fairs	Conducting a carnival or fair.	\$75
105.6.6	Cellulose Nitrate Film	Storage, handling or using cellulose nitrate film in a Group A occupancy.	\$75
105.6.7	Combustible Dust-Producing Operations	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$75
105.6.8	Combustible Fibers	Storage and handling of combustible fibers in quantities greater than 100 cubic feet.	\$75
105.6.9	Compressed Gases	Storage, use or handling of compressed gases in excess of the amounts listed in Table 105.6.9.	\$75
105.6.10	Covered and Open Mall Buildings	(1) The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. (2) The display of liquid- or gas-fired equipment in the mall. (3) The use of open-flame or flame-producing equipment in the mall.	\$75
105.6.11	Cryogenic Fluids	Production, storage, transportation on site, use, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11.	\$75
105.6.12	Cutting and Welding	Cutting or welding operations.	\$75
105.6.13	Dry Cleaning	Dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	\$75
105.6.14	Exhibits and Trade Shows	Operation of exhibits and trade shows	\$75
105.6.15	Explosives	See Table D	Table D
105.6.16	Fire Hydrants and Valves	Contact water purveyor having jurisdiction.	No Fee

105.6.17	Flammable and Combustible Liquids	See IFC 105.6.17 for permit requirements.	\$75
105.6.18	Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet using Class I or Class II liquids.	\$75
105.6.19	Fruit and Crop Ripening	Operation of a fruit- or crop-ripening facility or conduct a fruit-ripening process using ethylene gas.	\$75
105.6.20	Fumigation and Insecticidal Fogging	Operation of a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	\$75
105.6.21	Hazardous Materials	Storage, transportation on site, dispensing, use or handling of hazardous materials in excess of the amounts listed in Table 105.6.21.	\$75
105.6.22	HPM Facilities	Storage, handling or use hazardous production materials.	\$75
105.6.23	High-Piled Storage	Use of a building or portion thereof as a high-piled storage area exceeding 500 square feet.	\$75
105.6.24	Hot Work Operations	Hot work including, but not limited to: (1) Public exhibitions and demonstrations where hot work is conducted. (2) Use of portable hot work equipment inside a structure. (3) Fixed-site hot work equipment, such as welding booths. (4) Hot work conducted within a wildfire risk area. (5) Application of roof coverings with the use of an open-flame device. (6) Where approved, the fire code official shall issue a permit to carry out a hot work program.	\$75
105.6.25	Industrial Ovens	Operation of industrial ovens regulated by Chapter 30.	\$75

105.6.26	Lumber Yards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet.	\$75
105.6.27	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings.	\$75
105.6.28	LP Gas	(1) Storage and use of LP-gas. (2) Operation of cargo tankers that transport LP-gas.	\$75
105.6.29	Magnesium	Melting, casting, heat treatment or grind more than 10 pounds of magnesium.	\$75
105.6.30	Miscellaneous Combustible Storage	Storage in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material.	\$75
105.6.31	Motor Fuel-Dispensing Facilities	Operation of automotive, marine and fleet motor fuel-dispensing facilities.	\$75
105.6.32	Open Burning	Kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground.	\$75
105.6.33	Open Flames and Torches	Removing paint with a torch; or to use a torch or open-flame device in a wildfire risk area.	\$75
105.6.34	Open Flames and Candles	Use of open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	\$75
105.6.35	Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon of an organic coating in one day.	\$75
105.6.36	Places of Assembly	Operation a place of assembly.	\$75

105.6.37	Private Fire Hydrants	The removal from service, use or operation of private fire hydrants.	\$75
105.6.38	Pyrotechnic Special Effects Material	Use and handling of pyrotechnic special effects material.	\$75
105.6.39	Pyroxylin Plastics	Storage or handling of more than 25 pounds of cellulose nitrate (pyroxylin) plastics, and for the assembly or manufacture of articles involving pyroxylin plastics.	\$75
105.6.40	Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by Chapter 6.	\$75
105.6.41	Repair Garages and Motor Fuel-Dispensing Facilities	Operation of repair garages.	\$75
105.6.42	Rooftop Heliports	Operation of a rooftop heliport.	\$75
105.6.43	Spraying or Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24.	\$75
105.6.44	Storage of Scrap Tires and Tire Byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires, and for indoor storage of tires and tire byproducts.	\$75
105.6.45	Temporary Membrane Structures and Tents	Operation of an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet.	Table C
105.6.46	Tire-Rebuilding Plants	Operation and maintenance of a tire-rebuilding plant.	\$75
105.6.47	Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities.	\$75
105.6.48	Wood Products	Storage of chips, hogged material, lumber or plywood in excess of 200 cubic feet.	\$75

105.6.49	Marijuana Extraction Systems	Use of a marijuana / cannabis extraction system regulated under WAC 314-55-104.	\$75
WAC 173-425-060	Residential Open Burning (Only for unincorporated Snohomish County within Lake Stevens Fire District boundary)	Outdoor burning of leaves, clippings, prunings and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his or her designee.	\$25

Table C - Special Assembly Permits	
IFC 105.7.18 Required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet. Fees listed below include issuance of operational permit 105.6.45.	
Temporary Membrane Structures, Canopies and Tents	
Duration of Use	Fee
Less than 3 Days	No Fee
4-180 Days	\$60
Temporary Assembly Membrane Structures, Canopies and Tents	
Occupant Load	Fee
50-99 persons	\$60
Over 100 persons	\$115

Table D - Explosives	
IFC 105.6.15 Required for manufacturing, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56.	
Retail and Wholesale Fireworks	
Type	Fee
CFRS Facility - Wood Stand	\$100
CFRS Facility - Tent or Canopy	\$100
Fireworks sales in other than a CFRS Facility	\$100
Public Fireworks Display	
Type	Fee
Public Display (Licensed pyrotechnic operators in accordance with RCW 70.77 only)	\$250
Temporary Storage	\$175
Blasting	
Type	Fee
Blasting (Licensed blasters in accordance with WAC 296-52 only)	\$250
Temporary Storage	\$175

Table E - NFPA 72 Fire Alarm and Detection Systems and Related Equipment
IFC 105.7.6 Required for installation of or modification to fire alarm and detection systems and related equipment.
Devices include individual parts of a fire alarm system including, but not limited to initiating devices, notification appliances, NAC panels, modules, relays, remote annunciation panels, and other such devices. Each part of the system is one device.
Note: All Central Station Monitoring shall be UL or FM listed.
Tenant Improvement or Modification to Existing System

Number of Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
Over 200	\$660
New System	
Number of Devices	Fee
1-100	\$430
101-200	\$545
Over 200	\$660
FACP and/or Transmitter	
In addition to the above device fees shown, the following fees also apply:	
Condition	Fee
Replacement	\$145
New	\$230

Table F - Automatic Fire Extinguishing Systems and Components	
IFC 105.7.1 required for installation of or modification to an automatic fire-extinguishing system.	
NFPA 13 and 13R Fire Sprinkler Systems &	
Devices are individual parts of an automatic fire extinguishing system including, but not limited to sprinkler heads, risers, valves, gongs and other such devices. Each part of the system is one device.	
Tenant Improvement or Modification to Existing System	
Number of Heads and Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720

New System	
Number of Heads and Devices	Fee
1-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720
NFPA 13D Residential Fire Sprinkler Systems	
Number of Heads and Devices	Fee
1-10	\$200
11-25	\$260
Over 25	\$315
*Non-required NFPA 13D systems shall not be charged a fee for plan review, permits or inspections.	
UL 300 Commercial Cooking Hood Suppression Systems & NFPA 2001 Clean Agent Systems	
Type	Fee
Pre-Engineered	\$145
Custom Engineered	\$315
NFPA 14 Standpipe Systems	
IFC 105.7.17 Required for the installation, modification or removal from service of a standpipe system.	
Class	Fee
I, II or III	\$175
NFPA 20 Fire Pumps and Related Equipment	
IFC 105.7.7 Required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators.	
Quantity	Fee
1	\$345
2 or more	\$575

Underground Supply Piping for Automatic Sprinkler Systems	
IFC 105.7.20 Required for the installation of the portion of the underground water supply piping, public or private, supplying a water-based fire protection system. The permit shall apply to all underground piping and appurtenances downstream of the first control valve on the lateral piping or service line from the distribution main to one foot above finished floor of the facility with the fire protection system.	
Quantity of Supply Lines to Building	Fee
1	\$115
2 or more	\$230

Private Fire Hydrants	
IFC 105.7.13 Required for the installation or modification of private fire hydrants.	
Quantity	Fee
1	\$115
2 or more	\$230

Table G - Hazardous Materials	
IFC 105.7.10 Required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in Table 105.6.21.	
Quantity	Fee
1-2 Hazardous Materials	\$115
3-5 Hazardous Materials	\$230
Over 5 Hazardous Materials	\$460

Table H - Gases, Liquids and Cryogenics	
Compressed Gases	
IFC 105.7.3 Where the compressed gases in use or storage exceed the amounts listed in Table 105.6.9, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system.	
Type	Fee
Compressed Gas System	\$230
LP- Gas	
IFC 105.7.12 Required for installation of or modification to an LP-gas system.	
Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000	\$460
Residential LP-Gas System	\$85
Flammable and Combustible Liquids	
IFC 105.7.8 Required to (1) to install, repair or modify a pipeline for the transportation of flammable or combustible liquids. (2) To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. (3) To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank.	

Type	Fee
(1) Pipeline	\$230
(2) Vehicles, Equipment, Facilities, etc.	\$230
(3) Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460
Residential Fuel Tank Install or Abandonment	\$60
Cryogenic Fluids	
IFC 105.7.4 Required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.6.11.	
Quantity	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460

Table I - Spraying/Dipping, Industrial Ovens and Marijuana Extraction Systems	
Spraying or Dipping	
IFC 105.7.16 Required to install or modify a spray room, dip tank or booth.	
Type	Fee
Pre-Engineered Booth or Tank	\$175
Site-Built or Used Room, Booth or Tank	\$290
Industrial Ovens	
IFC 105.7.11 Required for installation of industrial ovens covered by Chapter 30.	
Class	Fee
Class A, B, C or D	\$290
Marijuana Extraction System	
IFC 105.7.19 Required to install a marijuana/cannabis extraction system regulated under WAC 314-55-104.	
Valuation	Fee
\$25,000 or Less	\$115
\$25,001-\$50,000	\$230
\$50,001-\$100,000	\$460
Over \$100,000	\$575

Table J - Power, Radio and Smoke Control Systems	
Battery System	
IFC 105.7.2 Required to install stationary storage battery systems having a liquid capacity of more than 50 gallons.	
Quantity	Fee
50-100 Gallons	\$115
Over 100 Gallons	\$230
Solar Photovoltaic Power System	
IFC 105.7.15 required to install or modify solar photovoltaic power systems.	
Type	Fee
Residential PV System	\$115
Commercial PV System	\$230
Emergency Responder Radio Coverage System	
IFC 105.7.5 required for installation of or modification to emergency responder radio coverage systems and related equipment.	
Type	Fee
Single Bi-Directional Antenna System	\$230
Distributed Antenna System	\$460
Smoke Control System	
IFC 105.7.14 required for installation of or alteration to smoke control or smoke exhaust systems.	
Type	Fee
Smoke Control Systems (Passive and Mechanical)	\$460

Table K - Gates and Barricades Across Fire Apparatus Roads	
IFC 105.7.9 Required for the installation of or modification to a gate or barricade across a fire apparatus access road.	
Quantity	Fee
1	\$115
2 or More	\$230

Table L - Miscellaneous Fees	
Description	Fee
After Hours Inspections (Regular Hours: Monday-Friday 8:00am - 4:00pm excluding Holidays)	\$100 85 per Hour; 1 Hour Minimum
Additional Plan Review Fee (required by (1) changes, (2) additions, or (3) revisions to approved plans)	\$100 85 per Hour; 1 Hour Minimum
City of Lake Stevens Administrative Fee (added to all fees collected by the City of Lake Stevens)	15% of Permit Fee

Construction Permit Extension (additional 180 days)	\$ 200 150
Construction Re-Inspection Fee (for uncorrected violations after 2nd site inspection)	\$ 100 75
Expired Construction Permit Re-Issuance (for expired permits not exceeding 1 year abandonment)	50% of Permit Fee
Firefighter Fire Watch or Standby	\$ 100 75 per Hour per Firefighter; 2 Hour Minimum
Fire Flow Determination	Contact Water Purveyor Having Jurisdiction
Outside Consultant Review	Actual Cost Plus 50% of Permit Fee
Work Without a Permit	Permit Fee x 3

Table M - Fire Investigation Fees	
Cause Determined As	Fee
Accidental, Natural or Undetermined	No Fee
Incendiary (intentionally set or criminal fire, arson)	Actual cost shall be billed to the convicted party for investigation, report preparation, courtroom preparation and testimony as received from Snohomish County in accordance with the current ILA.

PASSED by the City Council of the City of Lake Stevens on the 13th day of September, 2022.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: Cooperative Purchasing Agreement with Washington Learning Sourcee (WLS) and Puget Sound Educational Service District (PSESD)

Contact Person/Department: Troy Stevens, Information Technology

Budget Impact: There is no cost to the city to join the cooperative purchasing agreement with WLS/PSESD.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to enter into a cooperative purchasing agreement with WLS/PSESD for the procurement of products and services.

SUMMARY/BACKGROUND:

WLS/PSESD completed a Request for Proposal (RFP) for vendors who could meet the specific Request for Qualifications (RFQ) for delivering end-to-end security camera solutions for their school districts. This RFP was specifically written to allow for other educational and governmental agencies to use it for the purchasing of goods and services. Security Solutions North West was chosen and was awarded the contract.

The city is seeking a vendor to partner with for future growth and support of our security camera program. Our solution (Genetec) is specialized in meeting CJIS requirements for encryption, access controls, and extensive auditing. This limits the vendors who are authorized and certified to sell and support the solution.

Security Solution was recommended to me through my membership with Associated Counties and Cities Information Services (ACCIS), and other cities have used this same purchasing cooperative for their security camera programs.

Attachment 1: The Agreement

Attachment 2: Security Solutions RFP (for reference only)

Attachment 3: Process to join WLS/PSESD

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. WLS_GOVTInterlocalAgreement
2. WLS306 Security Solutions Northwest Inc
3. Become a Member - Washington Learning Souce

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing, Puget Sound Educational Service District (PSED), a political subdivision of the State of Washington and **City of Lake Stevens (Purchasing Agency)**, hereby agree to enter into this agreement for the cooperative purchasing of various technology goods and services subject to the following terms and conditions:

1. PSED operates the Washington Learning Source (WLS) purchasing program under which competitive bids and proposals are solicited on behalf of school districts and other educational organizations for the purchase of technology goods and services. PSED agrees to extend the terms and conditions of said contract(s) to the Purchasing Agency, to the extent permitted by law, and agreed upon by all parties.
2. PSED represents and warrants it has complied with its statutory requirements under Washington State law regarding notice for bids or proposals for goods or services subject to this Agreement. PSED further represents and warrants that it posted the solicitations on the Washington's Electronic Business Solutions website.
3. The Purchasing Agency agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchase they make. PSED makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating Purchasing Agency.
4. To purchase various technology goods and services under the vendor contract(s), Purchasing Agency shall send a purchase order or contract directly to the vendor(s) or vendor's subcontractors that are furnishing specified technology goods and services using a specified WLS contract number.
5. PSED accepts no responsibility for any vendor or vendor's subcontractors' performance of any purchasing contract and accepts no responsibility for the payment of the purchase price by the Purchasing Agency.
6. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing body of both parties shall jointly administer this Agreement in accordance with the terms contained herein.
7. The Purchasing Agency shall be solely responsible for acquiring the products or property, and all such products or property shall be held in Purchasing Agency's name. The Purchasing Agency shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
8. The manner of financing the purchased technology goods and services under this Agreement shall be through budgeted funds or other available funds of the Purchasing Agency. Said Purchasing Agency shall be responsible for all budget and accounting procedures related to its purchases.

9. The terms of this Agreement shall be governed by the laws of the State of Washington.
10. This Agreement has been approved by the governing bodies of the Purchasing Agency and PSESD by resolution, motion, or other means specifically authorized by law.
11. This Agreement shall become effective once it is fully executed and, pursuant to RCW 39.34.040, filed with the County Auditor or listed by subject on the public agency's web site or other electronically retrievable public source. The Purchasing Agency shall file or list the Agreement on their website prior to purchasing items from the WLS contract(s).
12. This Agreement shall remain in force until terminated by either party according to the terms herein. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

Purchasing Agency:

Signature

Title

Date

Washington Learning Source

Signature

Title

Date

Puget Sound ESD

Signature

Title

Date

Interlocal for Washington Learning Source

Puget Sound ESD 800 Oakesdale AVE SW Renton, WA 98057

**WASHINGTON LEARNING SOURCE
Vendor Agreement**

1. PARTIES

Security Solutions Northwest, Inc.
1619 N. State Street
Bellingham, WA 98225

WASHINGTON LEARNING SOURCE
Puget Sound ESD
800 Oakesdale Avenue SW
Renton, WA 98057

The parties agree to the following:

2. PURPOSE

Through this Agreement, awarded through **RFP 1818-55, Security Solutions Northwest, Inc (Security Solutions)** offers the **Washington Learning Source (WLS) subscribers** the opportunity to purchase **products noted on Exhibit C**, at special volume levels.

3. INCORPORATION OF DOCUMENTS

The following documents are hereby incorporated by reference into this Vendor Agreement:

- Vendor Contact Information
- Additional Resellers
- Products and Contract Pricing
- WLS Quarterly Reporting Template
- WLS Standard Terms and Conditions

4. DEFINITIONS

- 4.1 **"Administrative Fee"** means the fee applicable to each Product for administrative services provided by WLS or Subscriber's educational school district, which fee is set by schedules or other notices that WLS provides to the Security Solutions from time to time with respect to the Products. Administrative fee will be applied to all product or subscription prices, renewals, and maintenance fees.
- 4.2 **"Product"** means any product or service that is available to be sold, licensed, or otherwise provided pursuant to this Vendor Agreement.
- 4.3 **"Subscriber"** means any ESD office, public and private K-12 school and school district, Washington educator, the Office of State Superintendent of Public Instruction, or other accredited educational institution, as listed in the Washington Education Directory, that has entered into a contract with WLS, or Washington State public agency that has entered into an Intergovernmental Cooperative Purchasing Agreement between PSESD and the public purchasing agency pursuant to which WLS authorizes such agency or entity to purchase or acquire access to products and/or services sold, licensed, or

otherwise provided by Vendors of goods and/or services under one or more contracts WLS has entered into with such Vendors. "Subscriber" does not include any such agencies and entity's operations outside the State of Washington.

4.4 "**Vendor**" means the party with whom the WLS is contracting to fulfill orders for this Vendor Agreement.

4.5 "**ESD**" refers to "Educational Service District".as defined in RCW 28A.310.010.

4.6 "**FTE**" refers to a "Full-Time Equivalent" K-12 student as defined in WAC 392-121-122.

4.7 "**Head Count**" refers to all students regardless if they attend classes full-time in a high school building or attend work-based learning programs "off-site" or are enrolled in *Running Start* or *Virtual Academies*.

4.8 "**OEM**" means "Original Equipment Manufacturer".

4.9 "**Optional Use**" means that Washington State school districts that are members of the WLS may choose or not choose to use any vendors listed on the WLS site. The benefit for the Vendors is that their products and/or services will be listed on the Washington Learning Source website, a recognized purchasing cooperative that affords promotional benefits. For more information, visit WLS website at <http://www.walearningsource.org/>

5. ADDITIONAL AND AMENDED TERMS AND CONDITIONS

The following terms and conditions hereby take precedence over any contrary provisions in the documents referenced in Section 2 and 3 (of the overarching RFP). Unless otherwise notated below, the following terms and conditions are in addition to WLS Standard Terms and Conditions.

- 1) **Term:** Each party represents that this Vendor Agreement has been executed by their duly authorized representatives. It will become effective on the date signed by all parties and will continue for a period of one year (contract term). All times set forth in this Vendor Agreement shall be based upon the time in Renton, Washington.
- 2) **Renewal:** At the discretion of WLS, this Vendor Agreement may be renewed in writing for four subsequent one-year periods (renewal term) by mutual written agreement of the parties.
- 3) **Price and Products:** Under this Vendor Agreement, Subscribers will qualify for purchases through the Vendor at or below the prices listed. All prices shall remain firm (no changes that increase prices) from the date the Agreement is awarded until the contract term or renewal term end date.
 - Upon optional annual contract renewals, the Vendor may request price increases from the WLS. Such requests shall require a justification in writing.
 - Throughout the contract and renewal terms, price reductions are required if the OEM reduces the reseller's base price.
 - Upgraded products and services may be added to this Vendor Agreement upon WLS approval, but only if they replace products previously bid. All pricing must, at a minimum, reflect the same percentage discounts or better as established with this contract award.
 - Awarded vendors must provide on the first of each calendar quarter price decreases, new products, discontinued items, and any other changes or additions in order to ensure accurate WLS advertised prices.

4) Marketing

WLS Responsibilities:

- a. WLS will work with Security Solutions to develop and maintain a web page on the WLS web site to summarize the terms of the Vendor Agreement.
- b. The WLS will work with ESDs to reference Security Solutions and said web page in its communications to ESD participants to inform them of the availability of this Vendor Agreement
- c. The WLS will work with ESDs to use commercially reasonable efforts to disseminate information to Subscribers about the Products included in the Vendor Agreement through email announcements, direct mail, websites, meetings, and newsletter articles.

Vendor Responsibilities:

- a. Security Solutions will provide the WLS with information to be used for marketing purposes, such as logos and copy.
- b. Security Solutions will use the WLS logo on all its materials that market products on this contract.
- c. Security Solutions may sponsor and participate in events such as regional conferences, tradeshow, webinars, and showcases as appropriate.
- d. Security Solutions may co-host rollout events for Subscribers, such as lunch-and-learns and demonstrations.

WLS's Marketing:

Angela Bolam
Learning &
Development
Director
425-917-7901
abolam@psed.org

Security Solutions

Marketing:

Kelly Vos
Executive Director
360.815.1236
kellyv@ssnw.co

- 5) WLS Membership:** Pursuant to RCW 39.34, an intergovernmental (Interlocal) purchasing agreement forms the basis for WLS membership. All public K-12 educational institutions and associations published in the Washington State Education Directory, and Washington state public agencies are eligible to become WLS members and purchase from this optional use contract. Interlocal purchasing contracts allow either party to make purchases at the other party's accepted proposal price. A list of current WLS members is posted on the Washington Learning Source website:
<https://www.walearningsource.org/members>. Security Solutions will consult this list of members to determine customer eligibility.

6) **WLS Administrative Fee:** All WLS sales realized or generated under or as a consequence of the **WLS awarded contract, this Vendor Agreement, shall include an Administrative Fee of 3% of net sales.** Purchasers shall reference the WLS contract number on their purchase orders at the time of purchase. As the administrator of the Vendor Agreement, Security Solutions must include the following data for each net sale or purchase through this Agreement:

- Invoice date
- Name of subscriber (school, district, or organization)
- ESD name where subscriber resides
- Invoice number
- Names and quantities of products purchased under this contract
- Single unit purchase price
- Total purchase price
- Amount of administrative fee

7) **Administrative Fee Payments:** During the contract and renewal terms of this Vendor Agreement, Security Solutions will submit quarterly accounting and remit administrative fee payments to WLS within 30 days following the end of each calendar quarter in accordance with the terms outlined in the following payment schedule. The administrative fees percentage shall not increase during the contract and renewal terms.

Payment Schedule	
January 31	April 30
July 31	October 31

- 8) **Order Processing:** Orders will be processed in the following manner:
- a. Purchase orders from subscribers will be submitted to Security Solutions for fulfillment.
 - b. Purchase orders from the Subscribers must be in writing and made out to Security Solutions or designated reseller(s). Each order must reference the appropriate ESD# and the contact/school name/address/telephone/email or fax of the end user responsible for holding the license.
 - c. Security Solutions will invoice the subscriber and collect their payments. Shipping charges and Washington State sales tax will be added to the invoice, if applicable. Shipping charges shall be FOB Destination.

These procedures may be modified as needed, and any such changes will be mutually agreed to in writing by Security Solutions and WLS.

Security Solutions

Sales & Support:

Jamie Vos
Sales Manager
360.734.4940 x1021
sales@ssnw.co

9) **Contract Administration:** Each party will designate a Contract Manager during the term of this Vendor Agreement whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of the Agreement. As of the Effective Date, WLS's and Security Solutions Contract Managers are as follows:

WLS's Contract Manager:
Purchasing/Contract
Administrator
425-917-7783
purchasingoffice@psed.org

Security Solutions
Contract Manager:
April Thomas
Contract Administrator
360.523.5140
aprilt@ssnw.co

10) Monitoring: Security Solutions shall continuously monitor and record its Services to make sure they meet or exceed all Vendor Agreement provisions including Service Level Requirements. WLS shall have the right to examine Security Solutions records associated with purchases in order to ensure compliance with all requirements in this Vendor Agreement. Optional Use contract. Security Solutions failure to comply with the terms in the Vendor Agreement, including Service Level Standards, may result in corrective action or termination.

11) Incorporation of General Terms and Conditions: This Vendor Agreement includes and incorporates as if fully set forth herein the Standard Terms and Conditions.

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

WASHINGTON LEARNING SOURCE



Signature

Angela Bolam

Printed Name

Learning & Development Support Systems Director

Title

2/10/2022

Date Signed

PSESD Superintendent or Designee



Signature

Joli Valentino

Printed Name

Executive Director - Business and Operations

Title

2/17/22

Date Signed

Security Solutions Northwest, Inc.



Signature

JAMIE VOS

Printed Name

PRESIDENT

Title

2/10/2022

Date Signed

STANDARD TERMS AND CONDITIONS

The submission of a Proposal is an offer to enter into a Contract that, upon acceptance by WLS, obligates the Vendor (and their authorized agents) to comply with the Terms and Conditions set forth below, and all the requirements in the RFP documents. If there is an inconsistency with a requirement or special condition in the RFP documents, the Terms and Conditions shall govern.

Upon acceptance of an award, the Vendor agrees to the following:

1. **Compliance.** By submitting a Proposal, the Vendor agrees to comply with WLS Vendor Agreement terms, including offering the Proposal products for the WLS Contract price when it sells its products to the eligible Subscribers until the expiration of the Contract.
2. **Contract Execution.** The Vendor Agreement is considered fully executed at the time that the WLS Superintendent signs and the Vendor signs.
3. **Resellers, Distributors and Agents.** The resellers, distributors or agents identified in the Awarded Vendor's Proposal that will be performing obligations that are required under the Vendor Agreement on behalf of the Awarded Vendor, have been provided a copy of the WLS RFP documents and the Awarded Vendor's Proposal, and they are familiar with the Vendor Agreement requirements.

The resellers, distributors and agents identified in the Awarded Vendor's Proposal have entered into an agreement with the Vendor which obligates the resellers, distributors and agents to comply with all the provisions associated with the Vendor Agreement when they are engaged in work that is associated with the Agreement.

The Awarded Vendor assumes full responsibility for ensuring that its resellers, distributors and agents are in full compliance with the Vendor Agreement. The Awarded Vendor understands and agrees that it will be subject to the remedies that are imposed for violations of the Vendor Agreement, including violations that are committed by the Awarded Vendor's resellers, distributors and agents. The Awarded Vendor is responsible for its resellers, distributors and agents' performance of obligations in the Vendor Agreement and is obligated to monitor its resellers, distributors, and agents.

4. **Pricing.** WLS reserves the right to review at any time the pricing of this Vendor Agreement. Vendor represents and warrants that the price offered by Vendor to WLS Members for any products ordered by WLS Members (the "WLS Members Price") are equal to or less than standard prices offered by Vendor for similar products generally to similarly situated customers contracting for similar volumes under the same terms and conditions.
5. **Assignment.** Neither this Vendor Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party, provided, however, that either party may assign its rights, obligations, or interests under this Agreement in connection with a merger, acquisition, divestiture, sale of business, reorganization or similar corporate transaction involving such party without such written permission provided that such successor entity shall be bound by the terms of this Agreement.
6. **Indemnification / Hold Harmless.** Vendor shall defend, indemnify and hold the WLS, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Vendor's performance of this Vendor Agreement, except for injuries and damages caused by the sole negligence of the WLS.

7. **Insurance**. The Vendor shall procure and maintain for the duration of the Vendor Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Vendor, their agents, representatives, employees or subcontractors.

Vendor shall provide a Certificate of Insurance evidencing:

- a) **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.
- b) **Cyber Liability** insurance or coverage with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or corruption or destruction of electronic information, intentional and/or unintentional release of private information, internet media liability, alteration of electronic information, extortion, and network security. This coverage is required to remain in effect for as long as necessary to cover any and all such claims.

The WLS shall be named as an additional insured on the Commercial General Liability insurance policy, as respects activities of Vendor and a copy of the endorsement naming The WLS as additional insured shall be attached to the Certificate of Insurance. The WLS reserves the right to receive a certified copy of all required insurance policies.

The WLS shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. **Non-Exclusive Relationship**. The Vendor Agreement is not exclusive as to the products or goods or services similar to the products. Nothing in the Agreement prohibits WLS from entering into contracts with other Vendors or suppliers for the provision of the products or goods or services similar to the products in this contract.
9. **Compliance with FERPA**. Vendor will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its associated implementing regulations with respect to any information received by Vendor from WLS or any Subscriber. For the avoidance of doubt, this section does not create any obligations for Vendor with respect to information that is not in Vendor's possession or control.
10. **Prohibited Employees**. Vendor will prohibit any employee of Vendor from working at a Subscriber school if he or she would have contact with children at a Subscriber school during the course of his or her employment and if he or she has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.
11. **Limitations on Confidentiality**. Vendor agrees that WLS may disclose to Subscribers the prices, payment terms, and delivery terms provided in this contract for the products, and such other terms of this Vendor Agreement that Vendor wishes to make available to Subscribers (through WLS). The Vendor acknowledges and agrees that WLS' obligation to comply with any confidentiality provisions under this Vendor Agreement is subject to and

limited by applicable law, including the Washington Public Records Act (chapter 42.56 RCW).

Applicable Law: Jurisdiction. This Vendor Agreement will be governed by and construed in accordance with the laws of the State of Washington. Any dispute arising under, in connection with, or incident to this contract will be resolved exclusively in the state or federal courts located in King County, Washington.

12. **Termination.** WLS may terminate this Vendor Agreement for convenience at any time after the first anniversary of this contract Effective Date upon 30 days prior written notice to Vendor. In the event of such termination for convenience, Vendor shall have no obligation to provide a refund of any unearned pre-paid fees. WLS may terminate this Vendor Agreement immediately upon notice for any failure by Vendor to comply with the terms of Section 10. Either party may terminate this Vendor Agreement immediately upon written notice at any time if the other party is in material breach of any material term of this Agreement and has failed to cure that breach within 30 days after written notice.
13. **Licensed to do Business in Washington.** Vendor must be licensed to do business in the State of Washington. Upon award of contract, Vendor will provide WLS with Vendor's Washington State Department of Revenue Tax Registration Number.
14. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Vendor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.
15. **Survival Clause.** All purchase transactions, applicable software license agreements, warranties or service agreements that were entered into between Vendor and Subscriber under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All purchase orders accepted by vendor shall survive expiration or termination of the Vendor Agreement.
16. **Warranty of Accessibility.** Vendor warrants that the system and services provided to Subscriber will comply with all local, state, and federal laws. Vendor further agrees that the system and services provided to Subscriber will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Vendor will furnish such documents and information as may be reasonably requested by Subscriber to evidence Vendor's compliance with the terms of this agreement.

Vendor represents that the system and services provided to Subscriber under this agreement will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA provided, however, that Vendor will have no obligations with respect to such conformance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content.

Become a Member

School districts, private schools, higher ed institutions, and public agencies may purchase WLS products by doing the following:

For use by School Districts:

1. Establish a Contact Person, the Contact Person will be WLS main point of contact with the member, including with respect to the ordering of products, management of internal distribution of products, and dissemination of information about WLS agreements and activities, resources and services supporting education.
2. Complete Access Subscription Agreement (</fs/resource-manager/view/50045a46-2398-43d9-97f2-809d3880f61d>).– This form serves as an interlocal agreement between the school district and the WLS, enabling members to take advantage of RFPs issued by the WLS. Complete remaining steps below.
3. Print the form for approval by your organization's governing body.
4. Have the form signed by an authorized representative.
5. Mail the signed original(s) to the following (You may also email: abolam@walearningsource.org (<mailto:abolam@walearningsource.org>) the signed form(s) to expedite processing, but make sure you mail the original, too):

Angela Bolam
Washington Learning Source
Puget Sound ESD
800 Oakesdale Ave. SW
Renton, WA 98057

For use by Washington State educational entities other than school districts:

1. Same as step 1 above
2. Complete WLS Membership Form (</fs/resource-manager/view/0bdfcbec-38c9-487a-80ad-d7747dc6a8df>).
3. Same as step 3 above
4. Same as step 4 above
5. Same as step 5 above

For use by Public/Governmental Agencies:

1. Same as step 1 above
2. Complete 1 (</fs/resource-manager/view/d5bb6e5f-69cd-4985-a96c-0b42a21eaa6c>) Intergovernmental Cooperative Purchasing Agreement (</fs/resource-manager/view/6e57d518-99a6-455e-8904-1f8411873905>).
3. Same as step 3 above
4. Same as step 4 above
5. Same as step 5 above

CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: 2023 Preliminary Budget Discussion

Contact Person/Department: Barb Stevens, Finance

Budget Impact: 2023 Base Budget Estimates

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Review and Discuss Base Budget and Estimated Revenues for 2023

SUMMARY/BACKGROUND:

The 2023 budget process is underway. The attached presentation reviews the 2022 budget versus estimated revenues, expenditures, and ending fund balances for all citywide funds.

Additionally, we will review estimated revenues for the upcoming year as well as the initial base budget expenditures. This review will include 6 year financial forecasts for the General Fund, the Street Fund and the Storm Water Fund.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2023 Council Budget Presentation



City of Lake Stevens

One Community Around the Lake

2023 Preliminary Revenues & Base Budget Overview



2023 Preliminary Budget Calendar

Council Budget Agenda <i>(Subject to Change)</i>	Date
Estimated Revenues & Preliminary Base Budget	September 13, 2022
Council Budget Discussion – Staffing/Wages	September 20 or October 4, 2022
Council Budget Discussion – Budget Requests	October 11, 2022
Council Budget Discussion – Mayor Recommendations	October 18, 2022
Council Budget Discussion	October 25, 2022
Council Budget Discussion (if needed)	November 1, 2022
Public Hearing No. 1 & Property Tax	November 8, 2022
Public Hearing Final & Budget Adoption	November 22, 2022
Public Hearing Final (continuation) & Budget Adoption (if needed)	December 13, 2022



Revenues 2022 vs. 2023 Base Budget

Fund Name	2022 Budgeted Revenues	2022 Estimated Revenues	2023 Base Revenues	2022 Estimated to 2023 Base Budget
General Fund	\$ 15,430,790	\$ 17,390,408	\$ 17,112,434	-1.6%
Other General Funds	\$ 7,742,514	\$ 7,393,302	\$ 2,520,989	-65.9%
Special Revenue Funds	\$ 2,733,910	\$ 2,926,167	\$ 3,120,616	6.6%
Debt Service	\$ 1,513,856	\$ 1,513,856	\$ 1,379,522	-8.9%
Capital Projects	\$ 11,349,734	\$ 12,655,161	\$ 4,688,863	-62.9%
Other Proprietary	\$ 1,040,425	\$ 1,040,997	\$ 814,894	-21.7%
SWM Funds	\$ 6,247,101	\$ 7,153,611	\$ 7,019,211	-1.9%
Equipment Funds	\$ 892,350	\$ 1,444,841	\$ 947,247	-34.4%
Trust Fund	\$ 375,100	\$ 191,670	\$ 375,100	95.7%
Totals	\$ 47,325,780	\$ 51,710,014	\$ 37,978,875	-26.6%

- GF – decrease due to one-time allocation of Pandemic Recovery (PR) funds from the “Other GF” fund.
- Other GF – decrease due to current year ARPA grant funds
- Capital Projects – decrease due to grant reimbursements and bond proceeds
- Other Proprietary (Sewer) – decrease due to debt obligations
- Equipment Funds –
 - Computer: One-time contributions of PR funds for approved technology upgrades and continued maintenance.
 - Police: Transfer of one-time criminal justice payment to cover multiyear body-worn camera program



Expenditures 2022 vs. 2023 Base Budget

Fund Name	2022 Budgeted Expenditures	2022 Estimated Expenditures	2023 Base Expenditures	2022 Estimated to 2023 Base Budget
General Fund	\$ 18,905,484	\$ 16,373,903	\$ 18,473,316	12.8%
Other General Funds	\$ 10,408,869	\$ 10,696,666	\$ 1,300,200	-87.8%
Special Revenue Funds	\$ 3,175,112	\$ 2,850,306	\$ 2,932,196	2.9%
Debt Service	\$ 1,513,856	\$ 1,513,856	\$ 1,379,522	-8.9%
Capital Projects	\$ 23,014,767	\$ 22,962,130	\$ 1,379,522	-94.0%
Other Proprietary	\$ 1,040,325	\$ 1,040,325	\$ 799,394	-23.2%
SWM Funds	\$ 6,414,391	\$ 5,651,758	\$ 6,016,945	6.5%
Equipment Funds	\$ 1,374,267	\$ 1,341,517	\$ 463,000	-65.5%
Trust Fund	\$ 375,100	\$ 191,670	\$ 375,100	95.7%
Totals	\$ 66,222,171	\$ 62,622,131	\$ 33,119,194	-47.1%

- GF – increase due to COLA, forecasting all vacant 2022 position as filled
- Other GF – decrease due to ARPA grant accounting in 2022
- Capital Project – decrease as new projects are not included in base budget
- Other Proprietary (Sewer)- decrease due to debt service payments
- Equipment – decrease shown as requests are not yet included



2023 Base Budget – All Funds

Fund Name	2023 Beginning Cash Balance	2023 Base Revenues	2023 Base Expenditures	2023 Base Ending Cash Balance	Revenue Over Exp (+)
General Fund	\$6,532,087	\$17,112,434	\$18,473,316	\$5,171,205	(\$1,360,882)
Other General Funds	\$10,993,178	\$2,520,989	\$1,300,200	\$12,213,967	\$1,220,789
Special Revenue Funds	\$2,622,386	\$3,120,616	\$2,932,196	\$2,810,806	\$188,420
Debt Service	\$0	\$1,379,522	\$1,379,522	\$0	\$0
Capital Projects	\$16,820,644	\$4,688,863	\$1,379,522	\$20,129,985	\$3,309,341
Other Proprietary	\$2,994	\$814,894	\$799,394	\$18,494	\$15,500
SWM Funds	\$4,530,842	\$7,019,211	\$6,016,945	\$5,533,108	\$1,002,266
Equipment Funds	\$1,728,206	\$947,247	\$463,000	\$2,212,453	\$484,247
Trust Fund	\$0	\$375,100	\$375,100	\$0	\$0
Totals	\$43,230,337	\$37,978,875	\$33,119,194	\$48,090,018	\$4,859,681



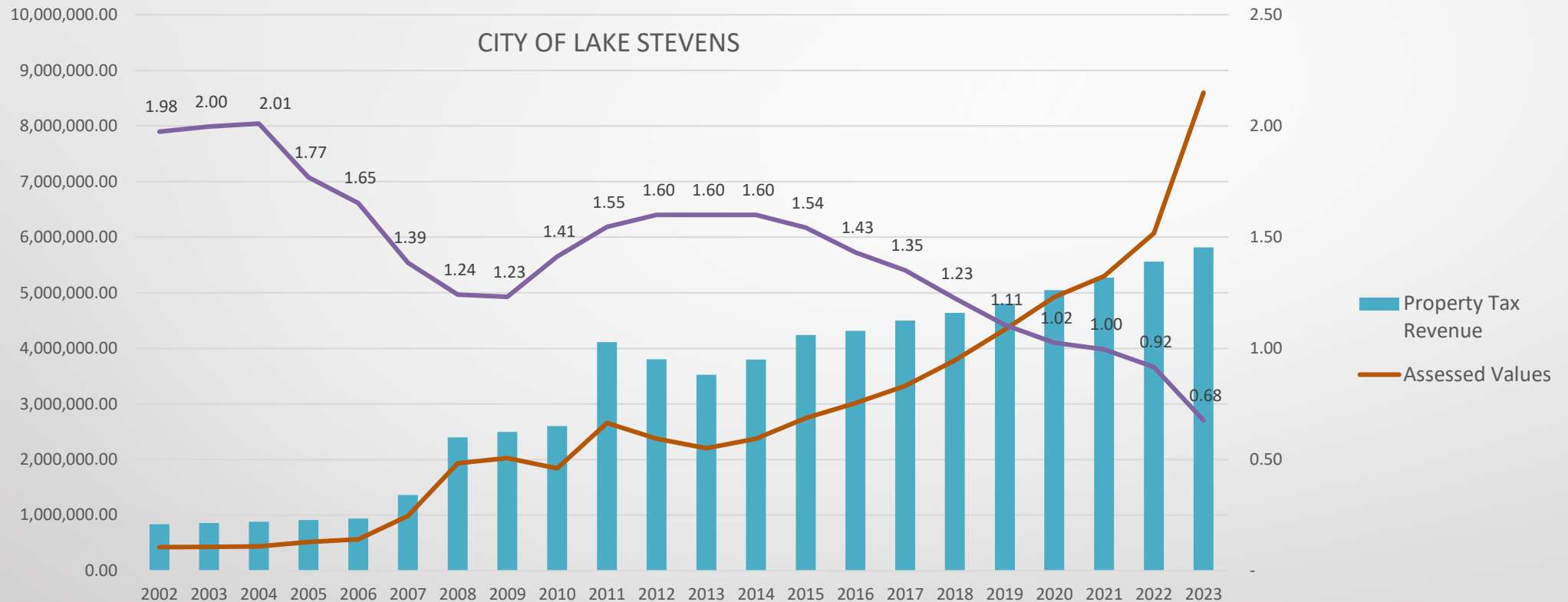
Major Revenue Sources

Revenue Source	Fund	Uses	% Total Rev	2022 Budget	2022 Estimated	2023 Base	2023 Vs 2022 Estimated
GF - Property Tax	General 72%	Unrestricted	11%	\$4,021,000	\$4,021,000	\$4,188,000	104.2%
GF - Local Sales & Use Tax	General/Reserve	Unrestricted	17%	\$6,100,000	\$5,917,604	\$6,590,875	111.4%
GF - Utility Taxes/Franchise	General	Unrestricted	8%	\$2,809,000	\$2,914,060	\$2,943,200	101.0%
GF - Criminal Justice – Sales/Use Tax	General	Some Restrictions	3%	\$700,000	\$933,720	\$1,098,175	117.6%
GF - Liquor/DUI/State Shared	General	Some Restrictions	2%	\$630,200	\$724,772	\$733,103	101.1%
GF - Building Permits	Permit	Retricted	4%	\$1,500,000	\$1,577,880	\$1,500,000	95.1%
GF - Zoning & Subdivision (Plats)	Permit	Restricted	1%	\$300,000	\$220,989	\$220,989	100.0%
ST - Property Tax	Street – 28%	Unrestricted	4%	\$1,564,000	\$1,564,000	\$1,629,000	104.2%
ST - Utility Taxes	Street	Unrestricted	1.2%	\$335,000	\$434,456	\$438,801	101.0%
ST - State Shared - MVFT	Street	Restricted to Fund Usage	2%	\$695,800	\$780,634	\$840,048	107.6%
Real Estate Excise Taxes	REET I&II	Restricted	8%	\$3,000,000	\$4,000,000	\$3,000,000	75.0%
Traffic Impact Fees	TM	Restricted	2%	\$1,495,000	\$1,471,959	\$900,000	61.1%
Park Impact Fees	PM	Restricted	2%	\$700,000	\$1,085,931	\$700,000	64.5%
Surface Water Fees	SWM	Restricted to Fund Usage	12%	\$4,059,667	\$4,525,376	\$4,706,391	104.0%

Largest revenues sources remain – Sales and Property Taxes



Property Taxes History



- Estimated 2023 AV increase 41.7%
- Estimated Levy Rate \$0.68/ \$100 AV

- Estimated 2023 Revenues \$5,817,000

Untapped Revenue Sources

- Utility Tax
 - Imposed upon Gross Revenues of Utilities providing service with City boundaries
 - No taxes imposed on Sewer Utility or Storm Water Utilities currently
 - At 6% - Sewer Estimated over \$1,000,000
 - At 6% - SWM Estimated \$300,000





General Fund Revenue Assumptions for 2023

- Property Tax: \$4,188,000
 - Allocation remains at 72% GF, 28% Street Fund (\$1.62M)
 - Assessed Value Increased 41.7%
 - Levy Rate Estimated \$0.68/1,000 AV
 - \$100,000 home = \$68 City Tax
 - \$1,000,000 home = \$680 City Tax
- Sales Tax: \$6,590,875
 - Estimated 6% increase
 - Plus, estimated Costco revenues
 - Construction \$1,100,000 (\$800,000 in Contingency Fund)
- Permits – In Restricted Fund
 - Building Permits – Based on known and suspected developments – \$1,500,000
 - Zoning & Subdivision – Anticipate slight decrease over 2022 budget due to delayed projects - \$220,989



General Fund Expenditure Assumptions for 2023

- General Fund Expenditures – 18,473,316
 - 2.6% decrease over 2022 Budget
 - One-time expenditures
 - Estimated base increase – 12.8%
- 2023 Estimated Base Budget Fund Balance
\$5,171,2056
- Salaries & Benefits - \$12,829,872
 - Current staffing levels
 - Cost of Living Increases – Current CPI 9.5%
 - 8.6% Non-Represented
 - 3% Guild
 - 0% Teamsters (under negotiations)
- Medical/Dental Increases – 7%



Street Fund Assumptions for 2023

- Revenues - \$3,120,281
 - Property Tax: \$1,629,000
 - Allocation remains at 28%
 - MVFT & Multimodal Trans Tax: \$840,048
 - Garbage Utility Tax \$438,800
- 2023 Estimated Ending Fund Balance
\$2,745,150
- Expenditures - \$2,932,196
 - Salaries/Benefits - \$1,502,000
 - No COLA increase budgeted (currently under negotiation)
 - Continue Annual Pavement Preservation - \$400,000
 - Continue Contribution to Equipment Fund
 - Reevaluate based on new replacement schedule
 - No Capital Projects included in base budget
 - Will include some costs related to APWA Certification



Storm Water Fund Revenue Assumptions for 2023

- Revenues - \$4,784,162
 - Storm Water Service Charges – 4% increase
 - Based on Rate Study & Population
 - Direct bill School District & Post Office
 - Contributions from Permit Managerial Fund for Permit related work
- 2023 Estimated Ending Fund Balance
 - Operating: \$1,621,205
 - Capital: \$4,061,903

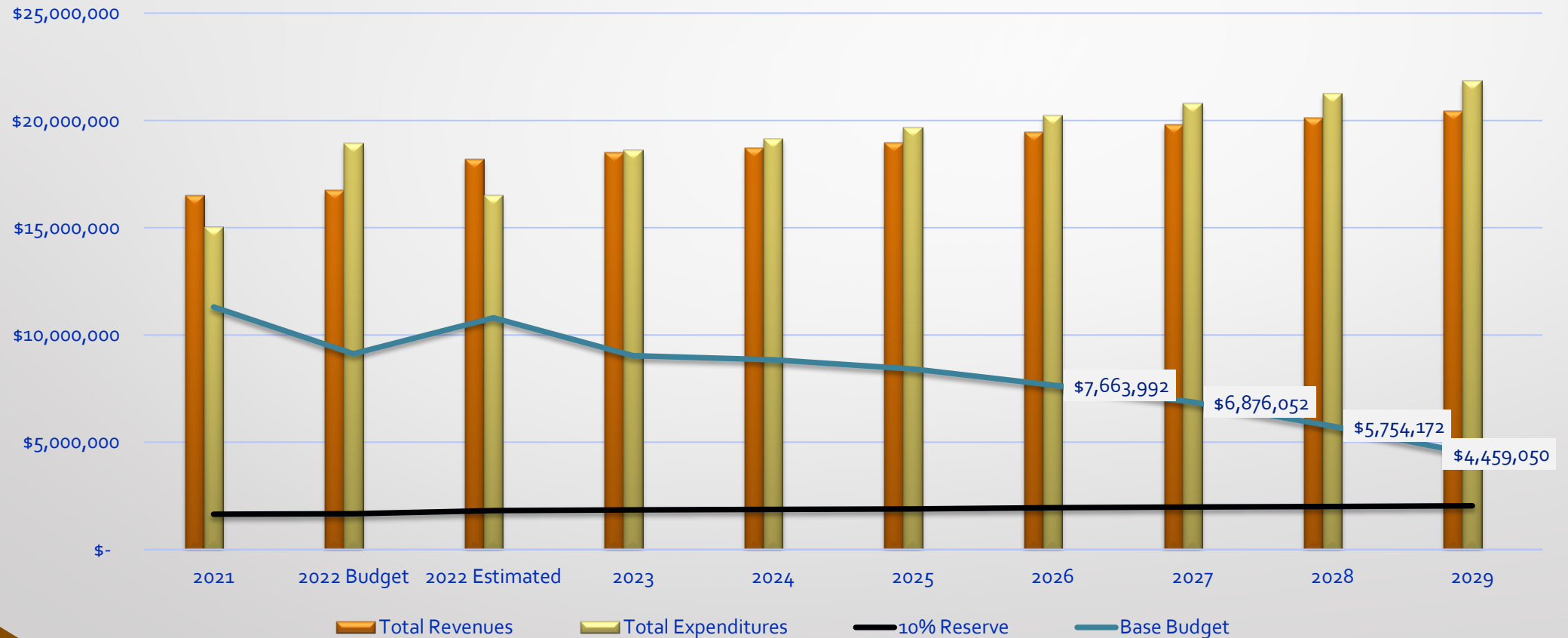
Expenditures

- Operating Base Budget - \$5,635,681
 - Salaries/Benefits \$2,365,616
 - No increase for COLA in base budget (contract under negotiation)
 - Continue Lake Treatments
 - Will include some costs related to APWA Certification
- Capital Expenditures \$0
 - No Projects included in 2023 Base Budget
 - Various projects to be funded by Pandemic Recovery Fund
 - 2022 projects will be RF if not completed
- Debt Expenditures \$231,264
 - Vactor
 - Decant Land Purchase



Base Budget Forecasted Ending Balances

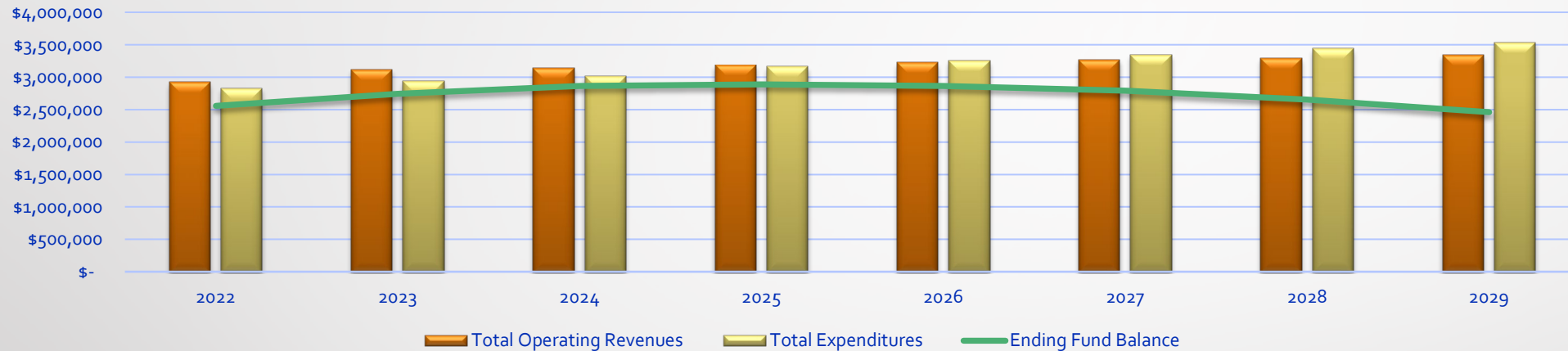
General Fund - 2023 Budget - Base - Preliminary Forecast



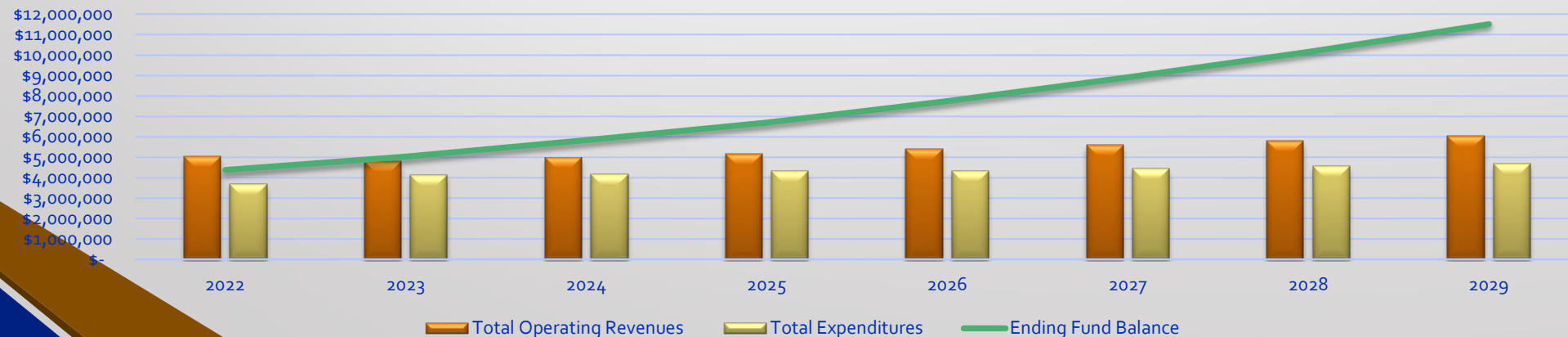


Base Budget Forecasted Ending Balances

Street Fund - 2023 - Base - Preliminary Forecast



Storm Water - 2023 - Base Preliminary Forecast



2023 Budget Priorities

- American Public Works Association (APWA) Accreditation
- Complete Capital Projects in Process
- Streamlining Citywide Processes to Increase LOS
- Enhance Transportation Program
- Enhance Park & Recreation Program
- Maintain Public Health & Safety
- Attract & Retain Highly Qualified Staff



CITY COUNCIL STAFF REPORT



Agenda Date: 9/13/2022

Subject: Everett Waterline Update

Contact Person/Department: Russ Wright, Community Development

Budget Impact: No current budget impact

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

No action required

SUMMARY/BACKGROUND:

Background

Staff have been working with the city of Everett since mid-2019 to develop mutually agreeable standards for protection of the Everett Waterline, define development standards and identify allowed property uses over the waterline corridor. In 2020, the parties agreed to an interlocal agreement for the 91st SE crossing to ensure that this important capital project was completed. Work on a master agreement was deferred.

The Everett waterline encompasses approximately 30 acres of land in the southern part of the city off 20th Street SE and additional property in the Urban Growth Area. The waterline affects many properties designated as commercial in the 20th Street SE Corridor Plan. Primary concerns are impacts on the development potential for properties within the waterline corridor and access to properties spanning the waterline easement. The city has been requesting Everett allow paved parking lots for commercial development. The Lake Stevens Mayor has continued to have a parallel dialogue with the Mayor of Everett. In recent months, Everett staff have agreed to the following development concessions across the waterline corridor.

1. Everett would allow up to 35 feet of paving within the northern boundary of the easement, without underground utilities.

2. Everett reserves the right to use the property during emergencies or for waterline purposes with six-month notice.
3. Everett would allow a joint use non-motorized east-west trail through the corridor.
4. Lake Stevens would agree to a 5-foot building setback line (BSBL) from the northern easement boundary for new buildings or structures (15-feet originally requested).
5. Lake Stevens would agree to a 10-foot BSBL from our southern boundary for buildings or structures (15-feet originally requested).
6. As requested by us, Lake Stevens would be the lead permitting agency. Everett would issue Water Transmission Line ROW Use Permits for work within the Water Corridor per its standards.
7. Everett would allow road crossings at key locations and provide road crossing standards specific to Lake Stevens for potential developers.
8. Everett & Lake Stevens would jointly create a suitable communication tool for property owners along the corridor.
9. Lake Stevens would monitor and apply code enforcement for unauthorized activity or use of the easement area.

Additional discussion items

There is an ongoing discussion about constructing a new PUD watermain along the south side of 20th Street SE, or along the northern edge of the waterline easement, to serve businesses and uses along the south side of 20th Street SE stemming from issues with developments under review. This new PUD watermain would benefit Lake Stevens and serve potential development and would also facilitate removal of all existing water services from the Everett waterline along the corridor as uses change from residential to commercial. Time for required removal of service connections and establishing new connections to the PUD system will need to be determined. Cost and participation will need to be determined by all affected agencies.

Next Steps

1. Revise the ILA to include the items discussed above that support growth in Lake Stevens, promote development certainty and identify allowed uses throughout the corridor such as parking lots and access crossing and present it to the Lake Stevens and Everett city councils for consideration.
2. Agree on engineering standards for waterline crossing and pavement sections.
3. Coordinate a second agreement between the cities and PUD for a new waterline along the corridor or south side of 20th Street SE.

APPLICABLE CITY POLICIES:

Not applicable

ATTACHMENTS:

1. Everett Waterline Commercial Sections

