

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.

November 8, 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/85460854203>

or call in at (253) 215-8782 Meeting ID 854 6085 4203

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. Introduce Jessica Romero, Recreation Specialist Sarah Garceau
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
 - A. Proclamation to Rescind Emergency Order
9. **City Department Report**
 - A. Public Works Department Report
10. **Consent Agenda**
 - A. 2022 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of October 11, 2022 Kelly Chelin
 - C. City Council Meeting Minutes of October 18, 2022 Kelly Chelin
 - D. Washington State Parks Marine Program Interagency Agreement (2023 A-299) Jeffrey Beazizo
 - E. Adopt 2023 Legislative Agenda (Presented by Doug Levy) Gene Brazel

- | | | |
|------------|--|-----------------|
| F. | Contract Amendment for Downtown Lake Outlet Projects | Shannon Farrant |
| G. | Contract Supplement for 2023 Lake Management | Shannon Farrant |
| H. | Enterprise Master Lease Agreement for Light Duty Vehicles | Aaron Halverson |
| I. | Resolution 2022-15 Comprehensive Procurement Policy - Updates | Barb Stevens |
| J. | Ordinance 1148 - 2022 Budget Amendment No. 2 | Barb Stevens |
| 11. | Public Hearing | |
| A. | Storage Facilities Code Amendment (LUA2022-0079) | David Levitan |
| B. | Ordinance 1149 - 2023 Property Tax Levy | Barb Stevens |
| C. | Public Hearing 1: 2023 Budget Ordinance 1150 | Barb Stevens |
| 12. | Closed Record Hearing (No New Public Comment) | |
| A. | Hisey Rezone Request | Christi Schmidt |
| 13. | Discussion Items | |
| A. | Draft Ordinance for Short Term Rentals Code Amendment (LUA2022-0046) | David Levitan |
| 14. | Adjourn | |

THE PUBLIC IS INVITED TO ATTEND

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.



PROCLAMATION

A PROCLAMATION OF THE MAYOR OF THE CITY OF LAKE STEVENS, WASHINGTON RESCINDING A PROCLAMATION DECLARING AN EMERGENCY

WHEREAS, on the 5th day of March 2020, I, Brett Gailey, Mayor of the City of Lake Stevens, pursuant to my emergency authority under state statute and Chapter 2.12 of the Lake Stevens Municipal Code, proclaimed that a state of emergency existed in the City of Lake Stevens citing the outbreak of COVID-19 in the United States and in the State of Washington and Governor Inslee's and Snohomish County Executive Sommer's proclaimed a statewide State of Emergency in Washington State and Snohomish County; and

WHEREAS, the outbreak of COVID-19 in the United States and in the State of Washington is no longer an emergency and Governor Inslee's COVID emergency declaration ended on October 31, 2022,

NOW, THEREFORE, I Brett Gailey, Mayor of the City of Lake Stevens, do hereby proclaim that effective immediately my emergency proclamation dated March 5, 2020 is hereby rescinded. All emergency orders and action based on the existence of the emergency declared in the March 5, 2020 emergency proclamation are also rescinded.

Brett Gailey, Mayor

DEPARTMENT REPORT



Public Works Department

DATE: 11/8/22

TO: Mayor, City Council, City Administrator

FROM: Aaron Halverson, Public Works Director

SUBJECT: General Department Report

The purpose of this memorandum is to respond to questions raised by the City Council during recent Council meetings.

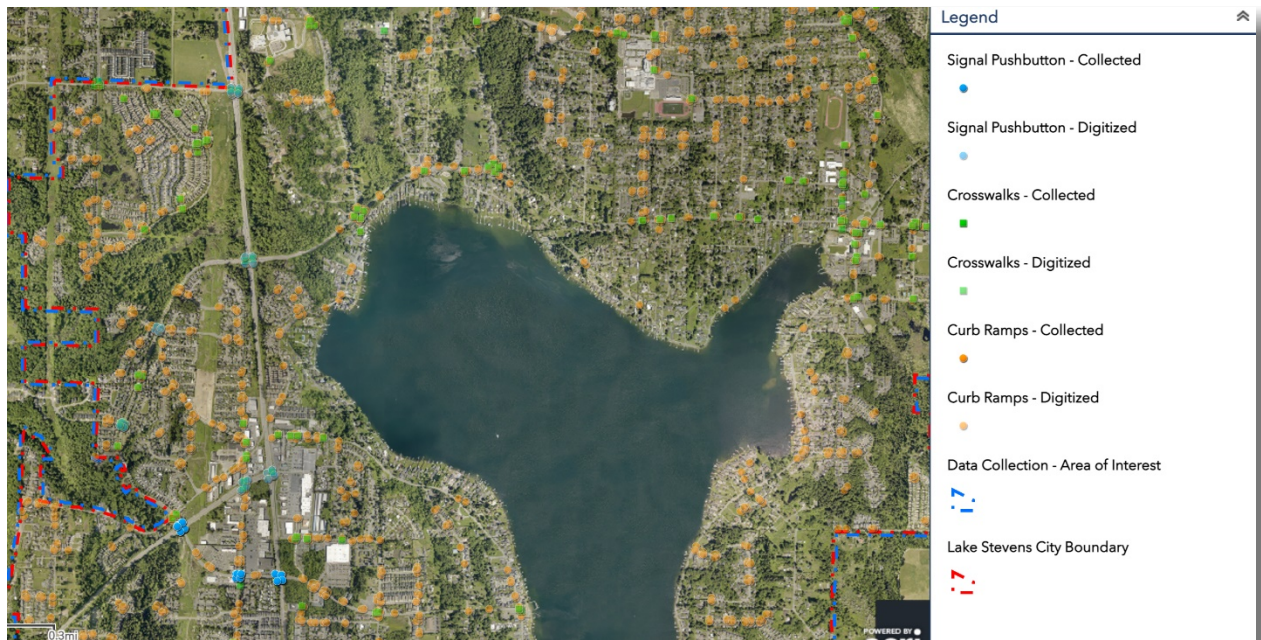
1. Department of Corrections Work Crews

- a. DOC Crews worked in the city 64 times during the period August 2021-September 2022. A summary is below:

DOC Crew Work Summary - Lake Stevens		
August 2021-September 2022		
Hours by Month	Cost	Hours
Aug-21	594	253
Sep-21	298	134
Oct-21	228	103
Nov-21	618	242
Dec-21	644	204
Jan-22	0	0
Feb-22	0	0
Mar-22	289	124
Apr-22	231	81
May-22	145	52
Jun-22	389	141
Jul-22	313	145
Aug-22	509	151
Sep-22	270	100
Total	\$ 4,527	1730
Avarage Hours/Month	124	
Annual FTE Equivalent	0.83	
Number of Days Worked	64	
August - July Days Worked (1 Year)	54	

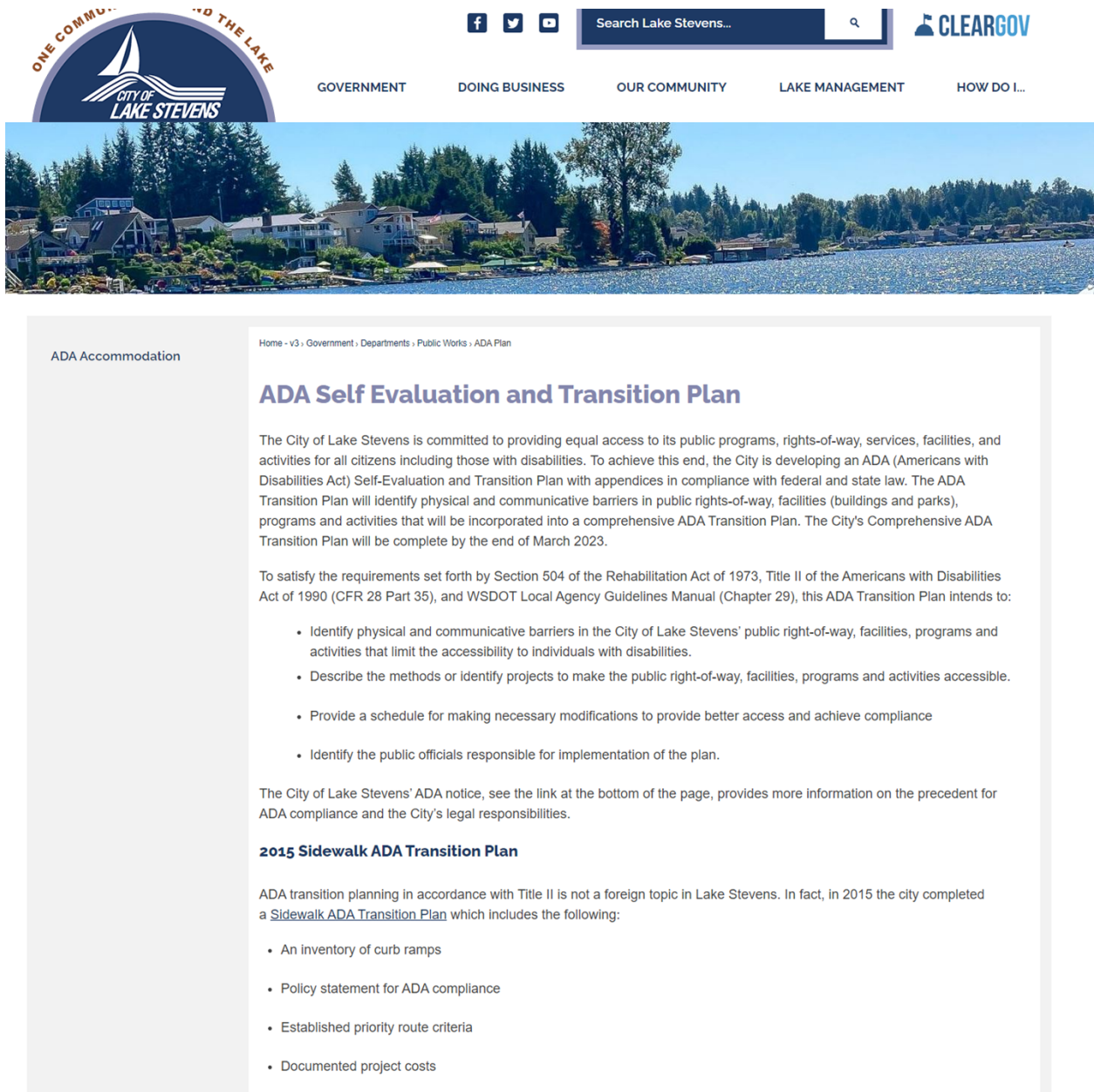
2. ADA Compliance Update

- a. **Transition Plan:** TranspoGroup, Inc., the city's consultant, is actively updating the data on accessibility throughout the city as part of the preparation of an updated ADA Transition Plan. They are assessing curb ramps and sidewalks now and will begin gathering data in parks and facilities in the coming weeks. The city will be tracking their progress in ArcGIS, a clip of the current map is below. The consultant will be assessing all public facilities, programs and services in the city.



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- b. **Website:** The City hosts an ADA Transition Plan website where site visitors can learn more about the planning effort. The site also allows users to request an accommodation or file a grievance. Website URL: <https://www.lakestevenswa.gov/561/ADA-Plan>



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- c. **Survey:** In the coming weeks a public survey will be made available to gather information regarding accessibility needs in services, programs, facilities, or the public right-of-way. A link to the survey will be provided on social media, the city's website, new releases and in council department reports. Example questions are below, there will be between 15-20 questions:

1. Why do you travel in Lake Stevens?

- ☐ I live in Lake Stevens
- ☐ Medical appointments
- ☐ I work in Lake Stevens
- ☐ Shopping
- ☐ Attend school/college
- ☐ Other community or social services
- ☐ Recreation/recreational activities
- ☐ other:

2. Please tell us about yourself (select all that apply)

- ☐ I have disabilities that impact how I travel (please describe in Question #3)
- ☐ I have no disability
- ☐ I support a person with disabilities (please describe in Question #3)
- ☐ I prefer not to say

3. If you have a disability/disabilities or you support someone with a disability/disabilities, please check all that apply (if this does not apply to you, skip this question and proceed to question 5)

- ☐ Physical, mental, or emotional condition that limits learning, memory, or concentration
- ☐ Use a wheelchair
- ☐ Blindness or serious difficulty seeing when wearing glasses
- ☐ Use assistive software technology such as a screen-reader
- ☐ Condition that substantially limits one or more physical activities such as walking, climbing stairs, reaching, lifting, or carrying
- ☐ Use hearing aids or hearing assistive devices
- ☐ Deafness or hearing difficulty
- ☐ Use a service animal
- ☐ Use mobility device/s
- ☐ other:

BLANKET VOUCHER APPROVAL
2022

Payroll Direct Deposits	10/25/2022	\$304,639.89
Payroll Checks	56834	\$2,008.67
Electronic Funds Transfers	ACH	\$267,000.05
Claims	56835-56935	\$457,531.38
Void Checks	55401	(\$100.00)
Total Vouchers Approved:		\$1,031,079.99

This 8th day of November 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

November 8, 2022



City expenditures by type for this voucher packet			
Personnel Costs	\$	306,649	30%
Payroll Federal Taxes	\$	110,887	11%
Excise Tax	\$	4,494	0%
Quarterly L&I	\$	54,573	5%
Family Medical Leave	\$	15,638	2%
Retirement Benefits - Employer	\$	68,318	7%
Other Employer Paid Benefits	\$	967	0%
Employee Paid Benefits	\$	13,332	1%
Supplies	\$	68,775	7%
Professional Services	\$	259,710	25%
Refunds	\$	1,200	0%
Capital *	\$	126,636	12%
Void Checks	\$	(100)	0%
Total	\$	1,031,080	100%

Large Purchases

- * SR9/Lake Stevens Rd Roundabout \$48,356
- * Sunset Beach Park Improvements \$24,271
- * Frontier Heights Park Playfields \$14,625
- * Video as a Service Annual Invoice \$23,390

City of Lake Stevens Blanket Voucher Report

Checks to be approved for period 10/20/2022 - 11/02/2022

Total for Period
\$724,531.43

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	CM-2-1941	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear Credit - K Putnam	56840	(\$162.55)
911 Supply Inc	INV-2-22958	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - K Putnam	56840	\$86.17
911 Supply Inc	INV-2-22959	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - J Tannen	56840	\$109.09
911 Supply Inc	INV-2-22981	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - J Tannen	56840	\$231.19
911 Supply Inc	INV-2-23055	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - J Tannen	56840	\$167.99
911 Supply Inc	INV-2-23119	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - K Putnam	56840	\$43.70
911 Supply Inc	INV-2-23120	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - J Tannen	56840	\$32.73
911 Supply Inc	INV-2-23333	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Gear - Bernhard	56840	\$420.00
911 Supply Inc	INV-2-23333	001 008 521 20 31 02	LE-Minor Equipment	Uniform Gear - Bernhard	56840	\$304.38
					56840 Total	\$1,232.70
Ace Hardware	75051	001 010 576 80 31 00	PK-Operating Costs	Hose/Keys	56841	\$67.52
Ace Hardware	75077	101 016 544 90 31 02	ST-Operating Cost	Kickdown Door Hold/Drill Bit	56841	\$35.28
Ace Hardware	75099	101 016 544 90 31 02	ST-Operating Cost	Drill Bits/Box Adapter/Electrical Tape	56841	\$20.89
Ace Hardware	75104	101 016 544 90 31 02	ST-Operating Cost	Grade Stake	56841	\$18.54
Ace Hardware	75119	001 008 521 50 30 00	LE-Facilities Supplies	Swiffers/Trash Bags/Pledge	56841	\$65.39
Ace Hardware	75120	001 010 576 80 31 00	PK-Operating Costs	Cleaning Supplies	56841	\$68.75
Ace Hardware	75120	101 016 544 90 31 02	ST-Operating Cost	Cleaning Supplies	56841	\$68.74
Ace Hardware	75120	410 016 531 10 31 02	SW - Operating Costs	Cleaning Supplies	56841	\$68.74
Ace Hardware	75173	001 010 576 80 31 00	PK-Operating Costs	Rat Trap/Supplies	56841	\$7.48
Ace Hardware	75173	101 016 544 90 31 02	ST-Operating Cost	Rat Trap/Supplies	56841	\$7.48
Ace Hardware	75173	410 016 531 10 31 02	SW - Operating Costs	Rat Trap/Supplies	56841	\$7.48
Ace Hardware	75186	001 010 576 80 31 00	PK-Operating Costs	Janitorial Supplies for PW	56841	\$97.71
Ace Hardware	75186	101 016 544 90 31 02	ST-Operating Cost	Janitorial Supplies for PW	56841	\$97.71
Ace Hardware	75186	410 016 531 10 31 02	SW - Operating Costs	Janitorial Supplies for PW	56841	\$97.71
Ace Hardware	75199	101 016 542 66 31 00	ST-Snow & Ice - Sply	Tarp for Road Salt	56841	\$130.91
					56841 Total	\$860.33
Alexander Printing Co Inc	74185	001 007 558 50 31 00	PL-Office Supplies	Business Cards - M Busby	56842	\$107.88
Alexander Printing Co Inc	74289	001 004 514 23 31 00	FI-Office Supplies	Window Envelopes (2000)	56842	\$630.73
					56842 Total	\$738.61
Alford	031922 ALFORD	001 000 382 10 00 01	The Mill - Deposit	Reissue Check #55401 The Stack Rental 03/19/22 Deposit Refund	56843	\$100.00
					56843 Total	\$100.00
All Battery Sales and Service	300-10103455	410 016 531 10 31 02	SW - Operating Costs	Wiper Blades/Circuit Breaker/Brake Fluid	56844	\$452.68
					56844 Total	\$452.68
Amazon Capital Services	1144-MQMJ-RX1Q	001 008 521 20 31 00	LE-Office Supplies	ViewSonic Monitors (2)/Keyboard/Mouse	56845	\$332.69
Amazon Capital Services	16TQ-7JH9-D6CK	001 008 521 20 31 00	LE-Office Supplies	Batteries/Wireless Presenter Remote	56845	\$41.75
Amazon Capital Services	1G4Q-DKC9-7RPK	001 008 521 20 31 00	LE-Office Supplies	Memo Pads/Certificate Holders	56845	\$55.13
					56845 Total	\$429.57
Amazon Capital Services	13XD-WRP9-MK3W	410 016 531 10 31 00	SW - Clothing	Safety Vests (5)	56846	\$59.95
Amazon Capital Services	13Y3-6H96-XXTF	001 007 558 50 31 00	PL-Office Supplies	Anti Fatigue Mat - Mariamne	56846	\$24.00
Amazon Capital Services	13Y3-6H96-XXTF	001 013 518 20 31 00	GG-Operating Costs	Janitorial Supplies/Copy Paper/Appt Book	56846	\$247.92
Amazon Capital Services	13Y3-6H96-XXTF	001 007 571 00 30 00	PL-Park & Recreation	Measuring Wheel	56846	\$43.59
Amazon Capital Services	14Y1-7CVN-1KTX	001 013 518 20 31 00	GG-Operating Costs	Shipping Charges Credit Inv #13Y3-6H96-XXTF	56846	(\$0.15)

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	17TG-Q7KJ-3X7G	001 004 514 23 31 00	FI-Office Supplies	2023 Monthly Planner	56846	\$21.12
Amazon Capital Services	17TG-Q7KJ-3X7G	001 013 518 20 31 00	GG-Operating Costs	Cleaning Supplies	56846	\$41.81
Amazon Capital Services	17TG-Q7KJ-3X7G	001 007 558 50 31 00	PL-Office Supplies	Mouse Pad/Sorter/Earbuds	56846	\$42.17
Amazon Capital Services	17TG-Q7KJ-3X7G	001 007 558 50 31 02	PL-Permit Related Op. Costs	Zip Ties	56846	\$12.43
Amazon Capital Services	1F3G-LM3F-XCNP	001 013 518 20 31 00	GG-Operating Costs	Shipping Charges Credit Inv #13Y3-6H96-XXTF	56846	(\$0.07)
Amazon Capital Services	1HXW-JLQK-1MRD	001 013 518 20 31 00	GG-Operating Costs	Shipping Charges Credit Inv #13Y3-6H96-XXTF	56846	(\$0.22)
Amazon Capital Services	1J14-31PD-FWGH	001 013 518 20 31 00	GG-Operating Costs	Fridge Water Filters Credit	56846	(\$40.37)
Amazon Capital Services	1J3N-XRGM-X79H	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Glasses Repair Kit	56846	\$19.62
Amazon Capital Services	1J3N-XRGM-X79H	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Glasses Repair Kit	56846	\$19.62
Amazon Capital Services	1JJM-FQMP-J34P	001 007 571 00 30 00	PL-Park & Recreation	Spinning Prize Wheel/Games/Containers for Special Events	56846	\$117.32
Amazon Capital Services	1THW-G1PC-34LV	001 007 571 00 30 00	PL-Park & Recreation	DVD Player for Parks Credit	56846	(\$81.81)
Amazon Capital Services	1TRP-FDKJ-43RT	001 013 518 20 31 00	GG-Operating Costs	Shipping Charges Credit Inv #13Y3-6H96-XXTF	56846	(\$0.27)
Amazon Capital Services	1WC6-D3XJ-3473	001 013 518 20 31 00	GG-Operating Costs	Shipping Charges Credit Inv #13Y3-6H96-XXTF	56846	(\$5.82)
					56846 Total	\$520.84
Amazon Capital Services	1KW6-GWMM-QWJR	101 016 544 90 31 02	ST-Operating Cost	Headphones/Desktop Organizer	56847	\$41.79
Amazon Capital Services	1KW6-GWMM-QWJR	410 016 531 10 31 02	SW - Operating Costs	Headphones/Desktop Organizer	56847	\$41.79
Amazon Capital Services	1LXW-9C1T-FGFL	101 016 544 90 31 02	ST-Operating Cost	Wall File/Flashlight/Impact Reducer	56847	\$35.33
Amazon Capital Services	1LXW-9C1T-FGFL	410 016 531 10 31 02	SW - Operating Costs	Wall File/Flashlight/Impact Reducer	56847	\$35.33
Amazon Capital Services	1MKP-C67W-37D3	101 016 544 90 31 02	ST-Operating Cost	Microsoft ARC Mouse (2)	56847	\$57.27
Amazon Capital Services	1MKP-C67W-37D3	410 016 531 10 31 02	SW - Operating Costs	Microsoft ARC Mouse (2)	56847	\$57.26
Amazon Capital Services	1NTV-K9Q3-9P4X	410 016 531 10 31 02	SW - Operating Costs	Adjustable Cell Phone Stands	56847	\$39.22
Amazon Capital Services	1WY9-X4C1-JRMN	410 016 531 10 31 02	SW - Operating Costs	Cable Wire Kit/Desktop Tray	56847	\$99.23
					56847 Total	\$407.22
American Planning Association	191874-22102	001 007 558 50 49 00	PL-Miscellaneous	APA/AICP Membership - M Place	56848	\$446.00
					56848 Total	\$446.00
Bendiksen	LSPD 2	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	56849	\$300.00
					56849 Total	\$300.00
Berk Consulting Inc	10725-08-22	001 007 558 50 41 00	PL-Professional Servic	LS Housing Action Plan 08-2022	56850	\$17,025.00
					56850 Total	\$17,025.00
Bills Blueprint Inc	644353	001 007 558 50 49 02	PL-Printing and Bindin	LUA2019-0138 Printing - Reimbursed by Applicant 10/27/22	56851	\$28.08
					56851 Total	\$28.08
Braaten	101522 BRAATEN	001 000 382 10 00 01	The Mill - Deposit	LS22-Pasma2 Hartford Hall Rtl 10/15/22 Deposit Refund	56852	\$500.00
					56852 Total	\$500.00
Brown	100122 BROWN	001 008 521 30 31 00	LE-Community Outreach Supplies	Harvest Fest Candy Reimbursement	56853	\$130.21
					56853 Total	\$130.21
Cadman Materials Inc	5867565	410 016 531 10 41 03	SW - Street Cleaning	Street Sweepings Disposal	56854	\$1,251.42
Cadman Materials Inc	5867967	410 016 531 10 41 03	SW - Street Cleaning	Street Sweepings Disposal	56854	\$1,118.41
Cadman Materials Inc	5869625	410 016 531 10 41 03	SW - Street Cleaning	Street Sweepings Disposal	56854	\$443.22
					56854 Total	\$2,813.05
Canon Financial Services Inc	29323753	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin	56855	\$285.53
Canon Financial Services Inc	29354140	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	56855	\$11.40
Canon Financial Services Inc	29354140	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	56855	\$11.39
Canon Financial Services Inc	29354140	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	56855	\$11.39
					56855 Total	\$319.71

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Cintas Loc 460	4128098936	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56856	\$683.09
Cintas Loc 460	4128098936	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56856	\$683.09
Cintas Loc 460	4128098936	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56856	\$683.08
Cintas Loc 460	4134259874	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56856	\$155.59
Cintas Loc 460	4134259874	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56856	\$155.59
Cintas Loc 460	4134259874	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56856	\$155.58
Cintas Loc 460	4134950759	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56856	\$142.28
Cintas Loc 460	4134950759	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56856	\$142.28
Cintas Loc 460	4134950759	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56856	\$142.29
Cintas Loc 460	4135659709	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56856	\$165.46
Cintas Loc 460	4135659709	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56856	\$165.46
Cintas Loc 460	4135659709	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56856	\$165.45
Cintas Loc 460	9197006600	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56856	(\$540.00)
Cintas Loc 460	9197006600	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56856	(\$540.00)
Cintas Loc 460	9197006600	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56856	(\$540.01)
					56856 Total	\$1,819.23
City of Everett	I22005702	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 09-2022	56857	\$705.00
					56857 Total	\$705.00
City of Marysville	LKS22-9	001 013 512 52 40 00	GG-Municipal Court Fees 2022	Marysville Court Citations 09-2022	56858	\$6,881.68
					56858 Total	\$6,881.68
Code Publishing LLC	GC0008874	001 003 514 20 41 00	CC-Professional Services	Muni Code Web Update	56859	\$101.06
					56859 Total	\$101.06
Cory De Jong and Sons Inc	G296492	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	56860	\$52.78
					56860 Total	\$52.78
David Evans and Associates Inc	519787	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 21-22 North Cove Park Drainage	56861	\$1,754.40
David Evans and Associates Inc	519788	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-12 Mattson Hills Construction	56861	\$160.20
David Evans and Associates Inc	519789	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-19 Review Guidance	56861	\$1,398.80
David Evans and Associates Inc	519790	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-21 Lake Heights 12	56861	\$661.20
David Evans and Associates Inc	519791	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-20 Gold Creek Church	56861	\$160.20
					56861 Total	\$4,134.80
Davido Consulting Group Inc	43812	410 016 531 10 41 01	SW - Professional Services	Downtown Stormwater Projects 1-4	56862	\$4,751.00
Davido Consulting Group Inc	43813	410 016 531 10 41 01	SW - Professional Services	Downtown Stormwater Projects 5-6	56862	\$1,140.00
					56862 Total	\$5,891.00
Dept of Labor and Industries	Q3 2022	001 000 281 00 00 00	Payroll Liability Taxes	Q3 2022 Workers Comp Insurance	0	\$54,573.23
Dept of Labor and Industries	Q3 2022	001 006 518 80 24 00	IT-Workers Comp	Q3 2022 Workers Comp Insurance	0	\$0.49
Dept of Labor and Industries	Q3 2022	001 008 521 20 24 00	LE-Workers Comp	Q3 2022 Workers Comp Insurance	0	\$0.97
Dept of Labor and Industries	Q3 2022	001 010 576 80 24 00	PK-Workers Comp	Q3 2022 Workers Comp Insurance	0	\$61.00
Dept of Labor and Industries	Q3 2022	001 013 518 30 24 00	GG-Workers Comp	Q3 2022 Workers Comp Insurance	0	(\$0.30)
Dept of Labor and Industries	Q3 2022	101 016 542 30 24 00	ST-Workers Comp	Q3 2022 Workers Comp Insurance	0	\$61.98
Dept of Labor and Industries	Q3 2022	410 016 531 10 24 00	SW-Workers Comp	Q3 2022 Workers Comp Insurance	0	\$82.13
					0 Total	\$54,779.50
Dept of Licensing	102222 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 10/16/22 thru 10/22/22	56863	\$489.00
Dept of Licensing	102922 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 10/23/22 thru 10/29/22	56863	\$57.00
					56863 Total	\$546.00
Dept of Retirement (Deferred Comp)	102522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$4,714.23
					0 Total	\$4,714.23

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dept of Retirement PERS LEOFF	102522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$68,064.95
Dept of Retirement PERS LEOFF	102522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State contribtions	0	\$252.90
					0 Total	\$68,317.85
Dept of Revenue EFT	Sep-22	001 007 571 00 30 00	PL-Park & Recreation	Excise Taxes - September 2022	0	\$181.07
Dept of Revenue EFT	Sep-22	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes - September 2022	0	\$868.11
Dept of Revenue EFT	Sep-22	004 013 594 18 60 01	RR - Capital Purchases	Excise Taxes - September 2022	0	\$886.36
					0 Total	\$1,935.54
Dept of Revenue Leasehold EFT	Q3 2022	001 013 518 90 49 06	GG-Excise Tax	Q3 2022 Leasehold Excise Tax	0	\$0.02
Dept of Revenue Leasehold EFT	Q3 2022	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q3 2022 Leasehold Excise Tax	0	\$4,494.22
					0 Total	\$4,494.24
Dept of Revenue Unclaimed Property EFT	2022	001 000 201 00 00 00	AP	2022 Unclaimed Property to DOR	0	\$878.70
					0 Total	\$878.70
Dept of Transportation	RE-313-ATB21017026	307 000 595 30 60 00	Project Construction Account	SR9/Lake Stevens Rd Roundabout	56864	\$48,356.07
					56864 Total	\$48,356.07
Dept of Transportation	RE-313-ATB21017036	101 016 595 64 63 00	ST-Traffic Control-Capital	Foundation/Wall City Gateway	56865	\$133.51
					56865 Total	\$133.51
Diverse Earthworks Inc	2230	410 016 531 10 31 02	SW - Operating Costs	Fix Basin at 10807 29th St NE	56866	\$9,634.75
Diverse Earthworks Inc	2231	410 016 531 10 31 02	SW - Operating Costs	Fix Basin at 9603 9th St SE	56866	\$7,838.03
					56866 Total	\$17,472.78
Dunlap Industrial Hardware	368387-1	001 010 576 80 31 01	PK-Ops-Clothing	Waders/Hus Chap/Suspenders	56867	\$459.42
Dunlap Industrial Hardware	368388-1	001 010 576 80 31 01	PK-Ops-Clothing	Waders/Hus Chap/Suspenders/Coveralls - Blanc	56867	\$544.60
					56867 Total	\$1,004.02
EFTPS	102522	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$110,886.69
					0 Total	\$110,886.69
Eglestad	100522 EGLESTAD	001 000 382 10 00 01	The Mill - Deposit	LS22-Eglestad The Stack Rental 10/05/22 Deposit Refund	56868	\$100.00
					56868 Total	\$100.00
Electronic Business Machines	AR232241	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	56869	\$27.12
Electronic Business Machines	AR232241	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	56869	\$27.12
Electronic Business Machines	AR232241	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - JMQ17151	56869	\$27.12
					56869 Total	\$81.36
Elite Securities Inc	39728	001 013 518 20 31 00	GG-Operating Costs	Key Replacement for 1819 S Lake Stevens Electric Room	56870	\$514.95
					56870 Total	\$514.95
Employment Security Department EFT	Q3 2022	001 000 284 00 00 00	Payroll Liability Other	Q3 2022 Paid Family Medical Leave	0	\$15,638.48
Employment Security Department EFT	Q3 2022	001 013 518 30 20 00	GG-Benefits	Q3 2022 Paid Family Medical Leave	0	(\$0.15)
					0 Total	\$15,638.33
Farrant	101822 FARRANT	410 016 531 10 43 00	SW - Travel & Meetings	NWPWI 2022 Leadership Skills Tacoma WA - Meals	56871	\$93.00
					56871 Total	\$93.00
Fastenal Company	WAARN161041	001 010 576 80 31 00	PK-Operating Costs	Nuts/Screws/Gloves/Degreaser	56872	\$78.37
Fastenal Company	WAARN161041	101 016 544 90 31 02	ST-Operating Cost	Nuts/Screws/Gloves/Degreaser	56872	\$78.37
Fastenal Company	WAARN161041	410 016 531 10 31 02	SW - Operating Costs	Nuts/Screws/Gloves/Degreaser	56872	\$78.37
Fastenal Company	WARRN161235	001 010 576 80 31 00	PK-Operating Costs	Pin Clips	56872	\$2.05
Fastenal Company	WARRN161235	101 016 544 90 31 02	ST-Operating Cost	Pin Clips	56872	\$2.04
Fastenal Company	WARRN161235	410 016 531 10 31 02	SW - Operating Costs	Pin Clips	56872	\$2.04
Fastenal Company	WARRN161362	101 016 544 90 31 02	ST-Operating Cost	Anchor Bars	56872	\$62.39
					56872 Total	\$303.63

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	56835	\$177.57
					56835 Total	\$177.57
Glens Welding & Machine Inc	516947	410 016 531 10 35 00	SW - Small Tools	Jet Fit Line Head	56873	\$47.95
Glens Welding & Machine Inc	516980	101 016 544 90 31 02	ST-Operating Cost	Pole Saw/Brush Cutter/Chainsaws (2)/Cutoff Saw/Cart/Tank/Kit	56873	\$9,088.35
					56873 Total	\$9,136.30
Good	092822 GOOD	001 005 518 10 49 00	HR-Miscellaneous	Reimbursement for HR Certification Institute Recert Fee	56874	\$169.00
Good	101322 GOOD	001 005 517 90 31 00	HR - Wellness Program Supplies	Reimbursment for Employee Benefits Fair Supplies	56874	\$65.79
					56874 Total	\$234.79
Granite Construction Supply	96871	001 010 576 80 31 00	PK-Operating Costs	No Food/Drink/Eating Around Memorial Signs	56875	\$92.32
Granite Construction Supply	97159	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	56875	\$3,297.00
Granite Construction Supply	97188	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs	56875	\$310.64
Granite Construction Supply	97189	101 016 542 70 31 00	ST-Roadside - Supply	Surface Mount Base for Sq Posts	56875	\$659.40
Granite Construction Supply	97190	101 016 542 70 31 00	ST-Roadside - Supply	Posts/Bases/Pads	56875	\$983.61
Granite Construction Supply	97293	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - Detour/Sidewalk Closed/Ped Crossing	56875	\$1,483.65
Granite Construction Supply	97294	101 016 542 70 31 00	ST-Roadside - Supply	Street Signs	56875	\$140.62
					56875 Total	\$6,967.24
Gunarama Wholesale Inc	1190288	520 008 594 21 63 03	Firearm - Capital Equip	Glock Gen-5 G17 MOS w/Night Sights	56876	\$552.05
Gunarama Wholesale Inc	1190305	520 008 594 21 63 03	Firearm - Capital Equip	Glock Gen-4 G17-9MM Credit	56876	(\$381.85)
					56876 Total	\$170.20
GunNation LLC	911	001 008 521 20 31 01	LE-Fixed Minor Equipment	Drill/Extract Screw from Duty Weapon Light	56877	\$75.00
					56877 Total	\$75.00
Habitat Restoration Specialists LLC	274	410 016 531 10 41 01	SW - Professional Services	Invasive Plants Removal	56878	\$8,182.50
					56878 Total	\$8,182.50
Hathaway	33635	001 010 576 80 31 00	PK-Operating Costs	Nameplates/Holders	56879	\$77.85
Hathaway	33635	101 016 544 90 31 02	ST-Operating Cost	Nameplates/Holders	56879	\$42.29
Hathaway	33635	410 016 531 10 31 02	SW - Operating Costs	Nameplates/Holders	56879	\$42.29
Hathaway	33795	001 010 576 80 31 00	PK-Operating Costs	Nameplates/Holders	56879	\$96.48
Hathaway	33795	101 016 544 90 31 02	ST-Operating Cost	Nameplates/Holders	56879	\$46.69
Hathaway	33795	410 016 531 10 31 02	SW - Operating Costs	Nameplates/Holders	56879	\$103.61
Hathaway	33903	001 010 576 80 31 00	PK-Operating Costs	Nameplate - D Feliciano (Parks Board)	56879	\$15.22
Hathaway	33909	001 007 558 50 31 00	PL-Office Supplies	Nameplate - M Busby	56879	\$19.58
Hathaway	33976	001 010 576 80 31 00	PK-Operating Costs	Nameplates/Holders	56879	\$27.42
Hathaway	33976	410 016 531 10 31 02	SW - Operating Costs	Nameplates/Holders	56879	\$14.23
					56879 Total	\$485.66
Highmark Capital LLC	69870	001 008 521 20 31 00	LE-Office Supplies	Heavy Duty Drafting Stools (2)	56880	\$1,322.32
					56880 Total	\$1,322.32
Home Depot	4013585	001 010 576 80 31 00	PK-Operating Costs	Lumber	56881	\$35.37
Home Depot	4013585	101 016 544 90 31 02	ST-Operating Cost	Lumber	56881	\$35.37
Home Depot	4013585	410 016 531 10 31 02	SW - Operating Costs	Lumber	56881	\$35.37
Home Depot	5013458	001 010 576 80 31 00	PK-Operating Costs	Large Chest Freezer for Dead Animal Storage	56881	\$785.87
Home Depot	7014688	001 010 576 80 31 00	PK-Operating Costs	Door Pulls/Slide Bolt	56881	\$18.13
Home Depot	7014688	101 016 544 90 31 02	ST-Operating Cost	Door Pulls/Slide Bolt	56881	\$18.12
Home Depot	7014688	410 016 531 10 31 02	SW - Operating Costs	Door Pulls/Slide Bolt	56881	\$18.12
Home Depot	9010903	101 016 544 90 31 02	ST-Operating Cost	Concrete Anchors	56881	\$65.61
					56881 Total	\$1,011.96

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Honey Bucket	553061737	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	56882	\$330.89
Honey Bucket	553061738	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	56882	\$274.45
Honey Bucket	553066262	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - North Cove Boat Launch Credit	56882	(\$49.00)
Honey Bucket	553072652	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach Credit	56882	(\$115.84)
Honey Bucket	553072653	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 1806 Main St North Cove Credit	56882	(\$536.07)
Honey Bucket	553076435	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	56882	\$224.00
Honey Bucket	553076436	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	56882	\$142.50
Honey Bucket	553088466	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	56882	\$279.60
Honey Bucket	553098872	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	56882	\$156.75
					56882 Total	\$707.28
HSA Bank	102522	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	56836	\$125.00
					56836 Total	\$125.00
HW Lochner Inc	17878-26	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	56883	\$1,827.52
					56883 Total	\$1,827.52
ICONIX Waterworks US Inc	U2216048797	304 016 595 30 60 03	Festival Street/Mill Spur	Bushing SpigotxSlip	56884	\$5.99
					56884 Total	\$5.99
Identi-Kit Solutions	107349	001 008 521 20 41 01	LE-Professional Serv-Fixed	Identi-Kit7 LEA Computer Licenses (2)	56885	\$495.00
					56885 Total	\$495.00
Industrial Bolt & Supply Inc	798633-1	001 010 576 80 31 00	PK-Operating Costs	Bits/Drivers/Tie Wraps/Connectors/Washers	56886	\$59.18
Industrial Bolt & Supply Inc	798633-1	101 016 544 90 31 02	ST-Operating Cost	Bits/Drivers/Tie Wraps/Connectors/Washers	56886	\$59.19
Industrial Bolt & Supply Inc	798633-1	410 016 531 10 31 02	SW - Operating Costs	Bits/Drivers/Tie Wraps/Connectors/Washers	56886	\$59.19
					56886 Total	\$177.56
IQ Direct	6625	001 013 518 20 41 00	GG-Professional Service	Estimated List/Data/Postage-Annual Reports 2022	56887	\$3,839.60
					56887 Total	\$3,839.60
J Thayer Co Inc	1617036-0	001 010 576 80 31 00	PK-Operating Costs	Office Supplies for PW	56888	\$30.20
J Thayer Co Inc	1617036-0	101 016 544 90 31 02	ST-Operating Cost	Office Supplies for PW	56888	\$30.21
J Thayer Co Inc	1617036-0	410 016 531 10 31 02	SW - Operating Costs	Office Supplies for PW	56888	\$30.21
J Thayer Co Inc	1617946-0	001 010 576 80 31 00	PK-Operating Costs	Office Supplies for PW	56888	\$20.11
J Thayer Co Inc	1617946-0	101 016 544 90 31 02	ST-Operating Cost	Office Supplies for PW	56888	\$20.11
J Thayer Co Inc	1617946-0	410 016 531 10 31 02	SW - Operating Costs	Office Supplies for PW	56888	\$20.11
J Thayer Co Inc	1618068-0	101 016 544 90 31 02	ST-Operating Cost	Office Supplies for PW	56888	\$21.37
J Thayer Co Inc	1618068-0	410 016 531 10 31 02	SW - Operating Costs	Office Supplies for PW	56888	\$21.37
J Thayer Co Inc	1618181-0	001 008 521 20 31 00	LE-Office Supplies	Office Supplies for PD	56888	\$175.15
J Thayer Co Inc	1618469-0	001 008 521 20 31 00	LE-Office Supplies	Copy Paper for PD	56888	\$243.95
J Thayer Co Inc	1619502-0	001 008 521 20 31 00	LE-Office Supplies	Office Supplies for PD	56888	\$65.42
					56888 Total	\$678.21
Jefferies	a33	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Services - Davies Beach	56889	\$5,891.40
Jefferies	a34	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Services - PW Shop	56889	\$654.60
Jefferies	a35	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Services - 3415 Doe Way	56889	\$3,927.60
Jefferies	a36	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Services - 11709 34th St NE	56889	\$3,927.60
Jefferies	a37	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Services - Catherine Creek Park	56889	\$1,636.50
Jefferies	a38	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Services - Catherine Creek Disc Golf	56889	\$3,927.60
					56889 Total	\$19,965.30
KPG Psomas Inc	188380	302 010 594 76 61 10	PM - Sunset Beach	Sunset Beach Park Improvements	56890	\$4,950.01
KPG Psomas Inc	189310	302 010 594 76 61 10	PM - Sunset Beach	Sunset Beach Park Improvements	56890	\$19,320.65
					56890 Total	\$24,270.66

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Industries LLC	295018	101 016 542 30 41 02	ST-Professional Service	Hauling Services	56891	\$348.42
Lake Industries LLC	295039	101 016 542 30 41 02	ST-Professional Service	Hauling Services	56891	\$1,077.88
Lake Industries LLC	295060	101 016 542 66 31 00	ST-Snow & Ice - Sply	Washed Screened Sand	56891	\$1,125.92
Lake Industries LLC	295084	101 016 542 66 31 00	ST-Snow & Ice - Sply	Washed Screened Sand	56891	\$1,066.95
					56891 Total	\$3,619.17
Lake Stevens Chamber of Commerce	110122 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 11-2022	56892	\$1,500.00
					56892 Total	\$1,500.00
Lake Stevens Police Guild	102522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	56837	\$1,144.50
					56837 Total	\$1,144.50
Land Development Consultants Inc	28667	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Frontier Heights Park Playfields	56893	\$7,862.20
Land Development Consultants Inc	28999	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Frontier Heights Park Playfields	56893	\$6,762.74
					56893 Total	\$14,624.94
Les Schwab Tire Center	40200624010	001 010 576 80 48 00	PK-Repair & Maintenance	Tire Replacement for Mower	56894	\$108.98
					56894 Total	\$108.98
Mackenzie Engineering Inc	1080315	004 013 594 18 60 01	RR - Capital Purchases	Lake Stevens Industrial Analysis	56895	\$2,169.50
					56895 Total	\$2,169.50
Mangold	101822 MANGOLD	101 016 543 30 43 00	ST-Travel & Meetings	NWPWI Conf Tacoma WA - Mileage/Meals	56896	\$93.37
Mangold	101822 MANGOLD	410 016 531 10 43 00	SW - Travel & Meetings	NWPWI Conf Tacoma WA - Mileage/Meals	56896	\$93.38
					56896 Total	\$186.75
McLoughlin & Eardley Group Inc	264597	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Spotlight/Install Kit Refund Inv #0260486	56897	(\$742.46)
McLoughlin & Eardley Group Inc	264750	520 008 594 21 63 00	Vehicles - Capital Equip	2023 PD Vehicle Equipment PO #1886	56897	\$879.04
McLoughlin & Eardley Group Inc	264791	520 008 594 21 63 00	Vehicles - Capital Equip	2023 PD Vehicle Equipment PO #1886	56897	\$149.47
McLoughlin & Eardley Group Inc	264904	520 008 594 21 63 00	Vehicles - Capital Equip	2023 PD Vehicle Equipment PO #1886	56897	\$419.42
McLoughlin & Eardley Group Inc	264937	520 008 594 21 63 00	Vehicles - Capital Equip	2023 PD Vehicle Equipment PO #1886	56897	\$1,742.30
McLoughlin & Eardley Group Inc	264940	520 008 594 21 63 00	Vehicles - Capital Equip	2023 PD Vehicle Equipment PO #1886	56897	\$5,608.38
					56897 Total	\$8,056.15
Millerstoulttime	10252255543	001 010 576 80 31 00	PK-Operating Costs	Batteries/Dual Charger	56898	\$155.57
Millerstoulttime	10252255543	101 016 544 90 31 02	ST-Operating Cost	Batteries/Dual Charger	56898	\$155.58
Millerstoulttime	10252255543	410 016 531 10 31 02	SW - Operating Costs	Batteries/Dual Charger	56898	\$155.58
					56898 Total	\$466.73
MissionSquare - 108991	6687967	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	56838	\$435.73
					56838 Total	\$435.73
MissionSquare - 307428	6184157	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	56839	\$1,815.99
					56839 Total	\$1,815.99
Monroe Correctional Complex	MCC2209-1390	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 09-2022	56899	\$187.08
Monroe Correctional Complex	MCC2209-1390	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 09-2022	56899	\$83.02
					56899 Total	\$270.10
Motorola Solutions Inc	8230383052	520 008 594 21 63 04	LE - Body Worn Cameras	Video as a Service Annual Invoice	56900	\$23,390.27
					56900 Total	\$23,390.27
National Construction Rentals Inc	6732237	304 016 595 30 60 03	Festival Street/Mill Spur	Temporary Fence Panels - 1804 Main St	56901	\$542.01
					56901 Total	\$542.01
Nationwide Retirement Solution	102522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$4,808.11
					0 Total	\$4,808.11
Nelson Petroleum Inc	0812111-IN	001 008 521 20 32 00	LE-Fuel	Fuel	56902	\$5,097.41
Nelson Petroleum Inc	0812111-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	56902	\$1,316.26
Nelson Petroleum Inc	0812111-IN	101 016 542 30 32 00	ST-Fuel	Fuel	56902	\$2,632.52
Nelson Petroleum Inc	0812111-IN	410 016 531 10 32 00	SW - Fuel	Fuel	56902	\$2,632.52
Nelson Petroleum Inc	0813335-IN	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel	56902	\$95.30

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nelson Petroleum Inc	0813335-IN	001 007 559 30 32 00	PB-Fuel	Fuel	56902	\$123.64
Nelson Petroleum Inc	0813335-IN	001 008 521 20 32 00	LE-Fuel	Fuel	56902	\$2,879.83
Nelson Petroleum Inc	0813335-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	56902	\$669.01
Nelson Petroleum Inc	0813335-IN	101 016 542 30 32 00	ST-Fuel	Fuel	56902	\$1,338.02
Nelson Petroleum Inc	0813335-IN	410 016 531 10 32 00	SW - Fuel	Fuel	56902	\$1,338.02
					56902 Total	\$18,122.53
Northwest Professional Resid & Comm Construction	5827	001 010 576 80 41 00	PK-Professional Services	Install Security Fence at PW Shop	56903	\$7,014.41
Northwest Professional Resid & Comm Construction	5827	101 016 542 30 41 02	ST-Professional Service	Install Security Fence at PW Shop	56903	\$7,014.40
Northwest Professional Resid & Comm Construction	5827	410 016 531 10 41 01	SW - Professional Services	Install Security Fence at PW Shop	56903	\$7,014.40
					56903 Total	\$21,043.21
NW Metal Finishing LLC	52463	304 016 595 30 60 03	Festival Street/Mill Spur	Sandblasted/Prepped/Powder Coated Festival Street Letters	56904	\$875.20
					56904 Total	\$875.20
Ogden Murphy Wallace PLLC	867654	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 09-2022	56905	\$15,940.00
Ogden Murphy Wallace PLLC	867654	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 09-2022 Adv PUD #1 of SnoCo	56905	\$22,715.00
Ogden Murphy Wallace PLLC	867654	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 09-2022 Power Line Trail - Quail Court	56905	\$3,001.50
Ogden Murphy Wallace PLLC	867654	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 09-2022 PRR	56905	\$1,617.00
					56905 Total	\$43,273.50
Pena	101622 PENA	001 000 382 10 00 01	The Mill - Deposit	LS22-Pena Hartford Hall Rental 10/16 Deposit Refund	56906	\$500.00
					56906 Total	\$500.00
Pirtek Kent-Seattle	KE-T00009813	101 016 544 90 31 02	ST-Operating Cost	Plow Parts	56907	\$722.03
Pirtek Kent-Seattle	KE-T00009813	410 016 531 10 31 02	SW - Operating Costs	Plow Parts	56907	\$722.02
					56907 Total	\$1,444.05
Pitney Bowes Inc	1021831830	001 013 518 20 31 00	GG-Operating Costs	Postage Machine Ink	56908	\$99.60
					56908 Total	\$99.60
Proforce Marketing Inc	496495	520 008 594 21 63 03	Firearm - Capital Equip	Handgun Replacement PO #1885	56909	\$585.55
					56909 Total	\$585.55
Public Safety Testing Inc	PSTI22-318	001 008 521 20 41 00	LE-Professional Services	Background Investigation - Police Officer Candidate	56910	\$2,522.27
					56910 Total	\$2,522.27
Puget Sound Energy	22339471 1022	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	56911	\$245.81
Puget Sound Energy	24316495 1022	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	56911	\$11.95
Puget Sound Energy	24316495 1022	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	56911	\$11.96
Puget Sound Energy	24316495 1022	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	56911	\$11.96
Puget Sound Energy	24770236 1022	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	56911	\$50.33
Puget Sound Energy	28663866 1022	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	56911	\$83.80
Puget Sound Energy	28663874 1022	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	56911	\$37.02
Puget Sound Energy	3723810 1022	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	56911	\$56.40
					56911 Total	\$509.23
Rain Tree & Sea LLC	88	001 007 571 00 30 00	PL-Park & Recreation	Harvest Market Chalk Sign Artwork	56912	\$163.65
					56912 Total	\$163.65
Rexel USA Inc	3146309	101 016 544 90 31 02	ST-Operating Cost	Diagonal Cutting Pliers/Side Cutting Pliers	56913	\$51.41
Rexel USA Inc	3146309	410 016 531 10 31 02	SW - Operating Costs	Diagonal Cutting Pliers/Side Cutting Pliers	56913	\$51.40
					56913 Total	\$102.81
Rhomar Industries Inc	102486	101 016 544 90 31 02	ST-Operating Cost	Rhoma-Sol Asphalt Remover/Cleaner/Degreaser	56914	\$242.18
					56914 Total	\$242.18

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Rose	100522 ROSE	001 005 518 10 43 00	HR-Travel & Meetings	NEOGOV Connect Conf Las Vegas NV - Meals	56915	\$110.00
					56915 Total	\$110.00
Roth	092822 ROTH	001 005 518 10 43 00	HR-Travel & Meetings	Governors Safety Conf Hotel/M meal/Parking Reimbursement	56916	\$197.49
					56916 Total	\$197.49
Rutherford	1022 RUTHERFORD	001 008 521 20 32 00	LE-Fuel	Fuel Reimbursement	56917	\$50.01
					56917 Total	\$50.01
Schwindt	102622 SCHWINDT	001 007 559 30 49 01	PB-Staff Development	ICC Residential Plans Examiner Cert Reimbursement	56918	\$241.00
					56918 Total	\$241.00
Snohomish County 911	5186	001 008 528 00 41 00	LE-SNO911	Dispatch Services	56919	\$31,601.23
					56919 Total	\$31,601.23
Snohomish County DCNR SWM	I000598563	410 016 531 10 41 01	SW - Professional Services	Q3 2022 Lake Monitoring	56920	\$3,217.43
					56920 Total	\$3,217.43
Snohomish County Public Works	I000598635	101 016 542 30 48 00	ST-Repair & Maintenance	Signal/Sign Repair & Maint 09-2022	56921	\$1,195.73
					56921 Total	\$1,195.73
Snohomish County PUD	100684402	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	56922	\$9.50
Snohomish County PUD	100684402	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	56922	\$1,177.56
Snohomish County PUD	100684402	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	56922	\$210.85
Snohomish County PUD	109197092	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	56922	\$111.18
Snohomish County PUD	109197092	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	56922	\$74.18
Snohomish County PUD	109197523	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	56922	\$107.09
Snohomish County PUD	109197523	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	56922	\$107.09
Snohomish County PUD	109197523	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	56922	\$107.10
Snohomish County PUD	115778153	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	56922	\$48.93
Snohomish County PUD	115779790	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	56922	\$90.25
Snohomish County PUD	122393782	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	56922	\$53.43
Snohomish County PUD	125708333	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 Comm Bldg 1819 S Lake Stevens Rd 01/2020 thru 07/2022	56922	\$1,331.65
Snohomish County PUD	125708333	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 Commercial Bldg 1819 S Lake Stevens Rd	56922	\$765.74
Snohomish County PUD	125712197	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	56922	\$482.25
Snohomish County PUD	125712776	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	56922	\$22.26
Snohomish County PUD	135588686	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	56922	\$52.01
Snohomish County PUD	138798880	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	56922	\$203.27
Snohomish County PUD	138798880	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	56922	\$203.26
Snohomish County PUD	138798880	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	56922	\$203.26
Snohomish County PUD	142118516	001 010 576 80 47 00	PK-Utilities	222625881 Fronter Circle Water	56922	\$55.31
Snohomish County PUD	145448059	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	56922	\$23.96
Snohomish County PUD	145454678	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	56922	\$55.31
Snohomish County PUD	152028139	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	56922	\$47.36
Snohomish County PUD	152029653	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	56922	\$76.09
Snohomish County PUD	152030679	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	56922	\$50.70
Snohomish County PUD	152030679	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	56922	\$50.69
Snohomish County PUD	152030679	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	56922	\$50.69
Snohomish County PUD	155282511	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	56922	\$1,043.86
Snohomish County PUD	158469323	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	56922	\$73.81
Snohomish County PUD	158471350	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	56922	\$197.16
Snohomish County PUD	161635913	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	56922	\$53.20
					56922 Total	\$7,139.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County Sheriffs Office	2022-7519	001 008 523 60 41 00	LE-Jail	Jail Services 09-2022	56923	\$18,973.05
Snohomish County Sheriffs Office	2022-7539	001 008 523 60 41 00	LE-Jail	Jail Services Medical 09-2022	56923	\$1,374.51
					56923 Total	\$20,347.56
Sound Publishing Inc	EDH964461	001 007 558 50 41 04	Permit Related Professional Sr	LUA2022-0125 Brian Lewandowski Lakeview Flats	56924	\$93.00
Sound Publishing Inc	EDH964550	001 007 558 50 41 04	Permit Related Professional Sr	LUA2022-0110 Sherlock Rezone	56924	\$96.44
Sound Publishing Inc	EDH964760	001 007 558 50 41 03	PL-Advertising	LUA2022-0046 Short Term Rentals Code Amend	56924	\$161.80
Sound Publishing Inc	EDH965183	001 007 558 50 41 04	Permit Related Professional Sr	LUA2022-0018/19/20/134 Grade Rd Storage	56924	\$117.08
					56924 Total	\$468.32
Sound Safety Products Co Inc	57874/6	410 016 531 10 26 00	SW - Clothing - Boot Allowance	Boots - Womack	56925	\$325.00
					56925 Total	\$325.00
Sound Security Inc	1070046	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	56926	\$571.21
Sound Security Inc	1070046	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	56926	\$385.00
Sound Security Inc	1070046	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	56926	\$196.48
Sound Security Inc	1070046	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	56926	\$196.49
Sound Security Inc	1070046	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	56926	\$196.48
					56926 Total	\$1,545.66
Specialized Pavement Marking Inc	27123-1	101 016 542 64 48 02	ST-Traffic Control - Striping	2022 Roadway Striping	56927	\$16,965.00
					56927 Total	\$16,965.00
Stericycle Inc	3006192769	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Water Disposal PD	56928	\$10.36
					56928 Total	\$10.36
Summit Law Group PLLC	140794	001 011 515 41 41 03	Ext Consult - Labor Relations	General Labor Matters 09-2022	56929	\$1,472.00
					56929 Total	\$1,472.00
Technological Services Inc	24457	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services PT-19-83	56930	\$228.72
Technological Services Inc	24596	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services S-18-78	56930	\$1,671.62
Technological Services Inc	24659	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services PT-21-97	56930	\$405.22
Technological Services Inc	24701	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services A-19-84	56930	\$318.66
					56930 Total	\$2,624.22
Transpo Group USA Inc	28969	101 016 542 30 41 02	ST-Professional Service	On-Call Engineering Svcs Task #01 ADA Transition Plan	56931	\$7,751.25
					56931 Total	\$7,751.25
ULINE	154525689	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hardware Bags	56932	\$112.20
ULINE	154525690	001 008 521 20 31 01	LE-Fixed Minor Equipment	Drawstring Bags/Trash Bags	56932	\$352.33
ULINE	154950471	101 016 544 90 31 02	ST-Operating Cost	Storage Cabinet	56932	\$144.24
ULINE	154950471	410 016 531 10 31 02	SW - Operating Costs	Storage Cabinet	56932	\$144.24
ULINE	154950471	001 010 576 80 31 00	PK-Operating Costs	Storage Cabinet/Dog Waste Bags	56932	\$264.26
ULINE	155281383	001 010 576 80 31 00	PK-Operating Costs	Dry Erase Markers/Pens	56932	\$56.80
ULINE	155281383	101 016 544 90 31 02	ST-Operating Cost	Dry Erase Markers/Pens	56932	\$56.80
ULINE	155281383	410 016 531 10 31 02	SW - Operating Costs	Dry Erase Markers/Pens/Pedestal File Drawer	56932	\$329.55
ULINE	155281383	001 013 518 20 31 00	GG-Operating Costs	Paper Towel Dispenser	56932	\$209.09
					56932 Total	\$1,669.51
Washington Recreation & Park Assoc	7871	001 010 576 80 49 01	PK-Staff Development	WRPA Fall Conf Registration - J Meis	56933	\$255.00
					56933 Total	\$255.00
Washington State Criminal Justice	201136850	001 008 521 40 49 01	LE-Registration Fees	Patrol Ridle Instructor Recert - Hingtgen	56934	\$150.00
Washington State Criminal Justice	201137102	001 008 521 40 49 03	LE-Staff Development - BLEA	BLEA 848 Registration - M Walters	56934	\$4,212.00
					56934 Total	\$4,362.00
Washington State Support Registry	102522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$546.86
					0 Total	\$546.86
Zachor Stock & Krepps Inc PS	22-LKS-0010	001 011 515 41 41 02	Ext Consult - Prosecutor Svcs	Prosecution Services	56935	\$13,818.48
					56935 Total	\$13,818.48

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

October 11, 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 Gailey

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

ELECTED OFFICIALS ABSENT: Councilmember Tageant and Councilmember Frederick

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 except Councilmember Frederick and Councilmember Tageant who were attending a conference.

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

Approval of Agenda

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Dickinson, to add a reading of land acknowledgement recognizing indigenous people's day to the agenda that would be read after the approval of the agenda. The motion passed 5-0-0-2.

Councilmember Jorstad read the land acknowledgement into the record.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Dickinson, to further amend the agenda to move the Hisey Rezone Request (action item 11.a) and make it a public hearing. Discussion occurred and Community Development Director Wright provided clarification that it was a closed record hearing. The motion passed 5-0-0-2.

Citizen Comments

- Shane Oden, Lake Stevens. (received and distributed via email)
- Nathan Packard, Lake Stevens. (in person) Spoke on short term rentals.

Council Business

Councilmember Dickinson reported that she attended a historical society board meeting, the senior center board meeting and a parks and arts sponsored film festival.

Councilmember Petershagen reported that he attended a historical society board meeting. He thanked the Chamber for their work and he continues to work on the sewer negotiations.

Councilmember Ewing reported that a local congregation in partnership with the Youth Advisory Council donated \$40,000 to the local food bank.

Citizen Comments (Reopened for late attendees)

- Patrick McCourt, Lake Stevens. Spoke on procedural issues with Councils' motion to open the closed hearing.
- Saffron Coelho, Lake Stevens. Spoke on school safety and the need for sidewalks.

Mayor's Business

Mayor Gailey turned over time to Councilmember Dickinson to read a proclamation for Friends of the Library week. He also reported that he attended the statewide APWA conference.

City Department Report

Deputy City Clerk Weaver provided an update on two outstanding projects: Updating council photos and 2023 Council retreat planning.

Surface Water Manager Farrant introduced two new employees: Seth Waltz and Olin Anderson.

Consent Agenda

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Daughtry, to pass the consent agenda as presented. Councilmember Petershagen requested that the September 13, 2022, minutes be amended to reflect a date change. Discussion occurred; motion passed as amended.

The motion passed 5-0-0-2.

The consent agenda included the following:

- A. 2022 Vouchers
- B. City Council Workshop Meeting Minutes of September 6, 2022
- C. City Council Regular Meeting Minutes of September 13, 2022
- D. City Council Special Meeting Minutes of September 20, 2022
- E. Transpo Group Professional Services Agreement -Supplemental 1

Action Item**Hisey Rezone Request**

City Attorney Rubstello advised that the closed public hearing be opened, a brief explanation be shared about the reconsideration and the closed public hearing be moved to a date certain.

Senior Planner Schmidt requested that Council open the closed record hearing regarding the Hisey Rezone Request and continue it to the November 8, 2022 City Council meeting.

Mayor Gailey opened the closed record hearing.

Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to continue the Hisey Rezone Request closed public hearing to November 8, 2022. Motion passed 5-0-0-2.

Mayor Gailey closed the closed record hearing.

Discussion Items**Draft Agenda for October 18, 2022**

Councilmember Ewing requested two items be added to the next workshop agenda. Director Wright gave an update on grant ideas presented to the group during the late September Smart Cities Washington D.C. trip.

Adjournment

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Dickinson, to adjourn the meeting. The motion passed 5-0-0-2. The meeting adjourned at 6:53 p.m.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

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

October 18 2022, at 6:00 p.m.

By Remote Participation via Zoom and In Person at The Mill, 1808 Main Street, Lake Stevens.

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

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

Call to Order

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

City Department Update

City Use of Amazon Smile

Public Works Department Update and Fleet Replacement Plan

Parks Department Update

Discussion Items

2023 Budget Discussion

Finance Director Stevens explained that the 2023 budget process is in full-swing, with the first public hearing scheduled for November 8th.

Instructions for the 2023 budget process were sent to the Department Heads and Management team on September 7th. The departments were given time to evaluate their needs and compile their requests for presentation to the Mayor and City Administrator. All requests were reviewed in whole and given consideration based on budget priorities and available fund resources forecasted over a 6-year period.

In early September, the Council was presented with the 2023 Base Budget, including major revenue sources, and expected increases to operating costs due to employee benefit increases and a CPI-W of 9.5%. Additionally, the Council has received presentations on the market compensation study, citywide staffing goals, and anticipated cost of living increases.

This year, the City performed a compensation study for all non-represented staff. The results of the study showed a majority of the city's non-represented salary ranges are well below the market and our comparable cities. This discrepancy creates challenges for recruiting and retaining talented staff. The Council was presented with options to improve the city's position in the market that include target percentiles and methods of

implementation. The preferred targets were the 60th and 75th percentiles with a method of implementation that took into consideration the tenure of staff in the positions. As such, the Mayor's proposed budget includes implementation of the "60th percentile" based on years in position.

The 2023 department staffing request, totaling nearly \$2.3 million dollars, includes 10 new positions, a request to make 2 part-time positions full-time, 2 reclassifications, and 4 interns that could be funded out of departmental savings. Requests for equipment, services and other items are estimated at \$2.8 million dollars. Not all requests are able to be funded due to limited resources. As such, the Mayor's proposed budget reduces the total requests by more than \$2.6 million dollars.

The proposed 2023 Capital Project budget will be presented to the Council on October 25th for consideration. The budget is based on the 6-Year Capital Improvement Plan (CIP) and includes street, park, stormwater, walkway, and facility projects. These projects are mostly funded through capital project funds and grants, but may include some operating expenditures (general and street funds). The CIP is created based on a scoring matrix previously presented to the Council that prioritizes projects based on safety and other factors. Once that scoring is complete and the projects are prioritized, consideration is taken for available resources and potential funding sources. Some projects may be on the CIP list, but not be included in the budget due to limited resources. Those will remain on the list while new sources of funding are solicited.

City Council/Planning Commission Coordination

Director Wright explained that Planning staff met with the Planning Commission chair and City Council liaison to discuss opportunities for improved communication and increased coordination. Based on this conversation, a memorandum is in the Council packet describing the statutory authority for the Planning Commission, its basic duties, annual work program, description of meeting schedules and recommendations for future coordination. Suggestions include continuing the annual joint meeting, staff providing a quarterly department report on Planning Commission tasks, the City Council liaison providing more information as part of Council briefings on specific work plan topics and inviting the Planning Commission Chair to the City Council retreat to discuss planning topics.

Draft agenda for October 25, 2022

Adjournment

The meeting adjourned at 8:17 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Washington State Parks Marine Program Interagency Agreement (2023 A-299)

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: Receive Funds

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Interagency Agreement.

SUMMARY/BACKGROUND:

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

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

The term of this agreement, once signed by STATE PARKS, shall end on September 30, 2023.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. LAKE STEVENS PD A-299 2023



INTERGOVERNMENTAL AGREEMENT

Between

WASHINGTON STATE PARKS AND RECREATION COMMISSION

And

Lake Stevens Police Department

Agency Size Category: Medium

Marine Lead: James Barnes, 425-876-0566

AGREEMENT# LE: MLE1274

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

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

THEREFORE, IT IS MUTUALLY AGREED THAT:

SUMMARY STATEMENT

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

PERIOD OF PERFORMANCE

The term of this agreement, once signed by STATE PARKS, shall end on September 30, 2023.

RECORDS MAINTENANCE

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

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

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

INDEMNIFICATION

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

TERMINATION FOR CAUSE

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

DISPUTES

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

GOVERNANCE

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

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

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

ASSIGNMENT

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

WAIVER

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

SEVERABILITY

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

ALL WRITINGS CONTAINED HEREIN

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

CONTRACT MANAGEMENT

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

The Contact Representative for AGENCY is:

James Barnes, Sergeant

Lake Stevens Police Department

425-876-0566

jbarnes@lakestevenswa.gov

The Contract Representative for STATE PARKS is:

Matt Stowers, Marine Law Enforcement Coordinator

(360) 902-8835

Matt.Stowers@parks.wa.gov

IN WITNESS WHEREOF, the parties have executed this agreement.

**Washington State Parks and
Recreation Commission**

Lake Stevens Police Department

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As to Form:

Michael Young

Asst. Attorney General

12/21/17

Exhibit A

AGENCY REQUIREMENTS

Signed Agreement:

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2022.

Designated Marine Lead / Conference Attendance / Surveys:

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

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

Reporting Recreational Boating Activities and Financial Data:

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

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

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

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

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

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

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

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

EXHIBIT B
FUNDING REQUIREMENTS

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

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

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

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

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

EXHIBIT C
OPERATIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

Information required on the A-299 includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
NOTES AND DEFINITIONS

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

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

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

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

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

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

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

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

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

Web-enabled Forms: These are forms located on the website <http://mle.parks.wa.gov/> that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2022 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

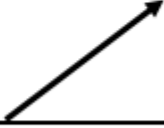
NOTE: Paper inspection forms (Form # A-274) will not be accepted for 2023. SECTOR use is mandatory for all Approved Programs during normal operations.

EXHIBIT E
FINANCIAL REPORT EXAMPLES

Example of a VRF Fund Balance Report

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

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



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

Example of a Financial System Report

XXXXXXX County
Treasurer Cash Receipt
Receipt #
EFWA12345678

Date of
Transfer /
Deposit

Date: 060602017

Received From: StateOfWAMonthlyEFT

Customer ID # 8910

Clerk: David Smith

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

Deposited into
Dedicated Account
For Boating Safety

Correct Amount
Received

EXHIBIT F

EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

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

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

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

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

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

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

EXHIBIT G

DATA ENTERED ON THE A-299 FORM

Washington State Parks & Recreation Commission – Recreational Boating Program

Request for Boating Safety Program Approval

Application Year:

2023

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

STAFFING

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

Boating Ed Instructor,C oordinator of Boating Education, Marine Lead										
Other RBS Personnel,S upervisor	JBeazizo	Chief	Jeff	Beazizo	Regular	Part time/Sea sonal	jbeazizo@lakest evenswa.gov		N/A for this position	
Fiscal Lead	jubert01		Julie	Ubert	N/A	Other	jubert@lakestev enswa.gov		N/A for this position	
Boating Safety Officer	KBernhard	Detective	Kerry	Bernhard	Regular	Part time/Sea sonal	kbernhard@lake stevenswa.gov	3/31/2012	Yes	NASBLA Boating Accident Investigation Comprehensive
Boating Safety Officer	CChristensen	Officer	Chad	Christensen	Regular	Part time/Sea sonal	cchristensen@la kestevenswa.go v	4/30/2003	Yes	
Boating Safety Officer	DIrwin	Officer	Dennis	Irwin	Regular	Part time/Sea sonal	dirwin@lakeste venswa.gov	3/31/2009	Yes	NASBLA Boating Accident Investigation Comprehensive
Boating Safety Officer	SWarbis	Detective	Steve	Warbis	Regular	Part time/Sea sonal	swarbis@lakest evenswa.gov	4/30/2014	Yes	
Boating Safety Officer	DThomas	Sergeant	Dean	Thomas	Regular	Part time/Sea sonal	dthomas@lakest evenswa.gov	3/31/2007	Yes	
Boating Safety Officer	JWachtveitl	Sergeant	Jerad	Wachtveitl	Regular	Part time/Sea sonal	jwachtveitl@lak estevenswa.gov	3/31/2008	Yes	
Boating Safety Officer	GHeinemann	Officer	Gavin	Heinemann	Regular	Part time/Sea sonal	gheinemann@la kestevenswa.go v	3/31/2016	Yes	
Boating Safety Officer	CValvick	Sergeant	Craig	Valvick	Regular	Part time/Sea sonal	cvalvick@lakest evenswa.gov	4/30/2001	Yes	

Boating Safety Officer	KParnell	Detective	Kristen	Parnell	Regular	Part time/Seasonal	kparnell@lakestevenswa.gov	4/30/2017	Yes	
Boating Safety Officer	BFiske	Officer	Brandon	Fiske	Regular	Part time/Seasonal	bfiske@lakestevenswa.gov	4/30/2017	Yes	
Marine Lead, Lead Accident Investigator, Boating Safety Officer, Certified Boating Ed Instructor	DWCarter	Officer	David	Carter	Regular	Part time/Seasonal	dcarter@lakestevenswa.gov	4/30/2015	Yes	
Boating Safety Officer	PBassett	Officer	Phillip	Bassett	Regular	Part time/Seasonal	pbassett@lakestevenswa.gov	5/31/2018	Yes	
Boating Safety Officer	JKilroy	Officer	Joshua	Kilroy	Regular	Part time/Seasonal	jkilroy@lakestevenswa.gov	5/01/2022	Yes	

Number of Full Time RBS Officer	Number of Part Time/Seasonal RBS Officers
0.00	14.00
Number of Other RBS Officers	Marine Lead Mobile Phone
2.00	425-876-0566

BOAT PATROL SCHEDULE

Patrol Season Begins	Patrol Season Ends
6/15/2023	9/2/2023

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

Total Planned Patrol Hours
300.00

Total Planned Inspections
300.00

RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES

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

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

Number of Vessels SECTOR Equipped	Number of Vessels Non-SECTOR Equipped
2.00	0.00

LOCAL ORDINANCES

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

City of Lake Stevens -- 2023 State Legislative Agenda
Key-Priority Issues at a Glance – Impacting Lake Stevens Directly

Transportation Infrastructure

- **Move Ahead Washington project construction and implementation dates – U.S. 2 Trestle, South Lake Stevens Road Multi-Use Trail, 16th Street NE/Centennial Trail:** Lake Stevens will be actively engaged in ensuring that pre-construction work on the U.S. 2 Trestle (\$210.54 million in funds) is given a high priority and that funds for Phase 2 of the South Lake Stevens Road Multi-Use Trail (\$3 million) and for the 16th Street Northeast/Centennial Trail Connector (\$2.5 million) are deployed as early as possible. The City also will team with Snohomish County, the City of Everett, and others to push for full construction funding for the Trestle as early as possible.

Capital Budget/Quality of Life

- **Renovation and construction at Cedarwood Clubhouse:** Lake Stevens will work with its new 39th District Legislative Delegation to seek \$1.2 million to both renovate and construct this facility, which will become a community and youth recreation center. The Cedarwood Clubhouse is within an apartment complex built in 1978 and includes a 5,000-square-foot gymnasium and separate restroom facility. It was closed years ago over security and vandalism concerns and has been dormant since. After the Cedarwood Homeowners Association and Mercy Housing transferred the facility to Lake Stevens in 2021 for public park purposes, the city began exploring ways to repair and reopen it as an indoor recreational facility for youth and for community events. Renovation and construction funds will be used to help address urgent roof repairs, ADA access, and new siding and windows along with an internal remodel to add classroom and flex spaces to rejuvenate this facility in a lower-income area.

Criminal Justice/Law Enforcement

- **Changes to *Blake* and vehicle pursuit laws – as part of overall public safety initiative put forth by Snohomish County Mayors:** Mayors throughout Snohomish County, led by the Mayors of Everett, Lake Stevens, and Marysville, will be seeking a package of 2023 legislative changes to address an alarming outbreak of crime in the last few years and to restore badly-needed accountability to the criminal justice system. Among the laws Mayors will seek to revise include the decriminalizing of many drug offenses under *Blake* legislation passed in 2021 (ESB 5476) and revisions to the statute governing law enforcement vehicle pursuits of offenders who commit significant crimes.
- **Civil remedies for those who are victims of malicious ‘doxing’:** In collaboration with the Anti-Defamation League (ADL), Lake Stevens seeks the passage of legislation in 2023 to provide local officials with a civil damages remedy if they are the victims of malicious ‘doxing’ of their personal information and whereabouts over the Internet. A bill to address this issue in part (SB 5881) was introduced in 2022, and the Senate Law & Justice Committee has held an interim hearing to spotlight this vital issue.
- **Funding for Basic Law Enforcement Academy Training Slots and for formation of regional academies:** Lake Stevens will strongly support additional Operating funds for BLEA classroom slots and will additionally support a proposal by Governor Inslee to add to academy training capabilities through the formation of regional academies in areas such as Snohomish County.

Budget and Fiscal Matters

- **Protect Existing Revenues, including “State-Shared” Revenues:** Lake Stevens urges lawmakers, in fine-tuning a 2022 Supplemental Operating Budget, to ‘do no harm’ and refrain from state-shared revenue reductions or other cuts to local governments that result in a *transferring* of negative impacts from the state level to the local level.
- **Additional Funds for Cities to address new public safety laws and requirements:** In the 2021-23 Operating Budget, the Legislature allocated \$20 million to help cities across the state offset the costs of a series of new criminal justice-related bills and mandates. Given additional laws and requirements that continue to come forth, Lake Stevens will strongly support an Association of Washington Cities (AWC) initiative to secure a similar type of allocation in the 2023-25 Operating Budget.

Criminal Justice/Public Safety/Fire/Courts

- **988 Funding:** Lake Stevens will be prepared to support additional Operating and Capital Budget funding for the deployment of the new 988 crisis-response line that went “live” in July 2022. Prior-year legislation contemplated additional 988 hubs and facilities being put in place throughout the state.
- **Additional Blake funding for Municipal Courts:** Lake Stevens will support efforts to secure additional funding for Municipal Courts to process cases under the *Blake* legislation, particularly if initial offenses are classes as misdemeanors and/or gross misdemeanors.
- **Catalytic Converter Thefts:** Lake Stevens is prepared to support additional legislative initiatives recommended by a Task Force to help police address the rapidly growing rate of catalytic converter thefts.

Economic Development/Infrastructure/Housing – Including Affordable Housing/Homelessness

- **Culverts and Fish-Barrier Removals:** Lake Stevens strongly supports additional efforts to add to the level of state investments in helping local governments address needed culvert projects and fish-barrier removals.
- **COVID-19 relief for small businesses:** Lake Stevens supports continued relief funding for those small businesses that are still trying to get back on track after severe losses incurred during the pandemic.
- **Public Works Assistance Account:** Lake Stevens *supports* efforts to rebuild the PWAA and recapture funding streams previously diverted into the Education Legacy Account.
- **Affordable Housing/Homelessness:** Lake Stevens will *support* measures to bring funding and tools to local communities to add affordable housing, permanent shelter space, and other options for those in need. This includes *support* of additional funding through the Housing Trust Fund (HTF); the notion of a third quarter-percent Real Estate Excise Tax (“REET3”) for affordable housing; and authorizing “Housing Benefit Districts” as an added tool for bringing affordable housing to Transit-Oriented-Development (TOD) projects.

Environment

- ***Use of Zero-Emission Power Equipment for maintenance work performed by Public Works and Parks crews:*** Lake Stevens joins a coalition of other local governments and state agencies that urges the Legislature to take an incentive-based approach – not a mandatory approach – in bringing zero-emission equipment to the market.

Land Use/Growth Management Act (GMA)

- ***Achieving Density and “Missing Middle” Requirements:*** Lake Stevens supports the right of state lawmakers to ensure local communities are accepting their share of population growth. Lake Stevens is doing that and more. The City urges legislators to *respect local discretion* on *how* to best accommodate density, to refrain from mandates that do not make sense for all communities, and to recognize local ordinances already enacted to address missing middle housing goals. The City hopes a facilitated process convened by AWC will help with the development of middle-ground proposals on this important issue.
- ***Local authority over how to add Accessory Dwelling Units (ADUs):*** Lake Stevens supports adding ADUs into local communities and hopes to expand the number of ADUs in the local community. However, the City *opposes* legislation that would mandate specific development standards and regulations. Such decisions are best left to elected officials at the local level. Additionally, Lake Stevens’ experience is that the biggest impediment to the construction of more ADUs is the cost of impact and utility hookup fees, not regulations.
- ***Statutory changes to stimulate more condominium construction in cities:*** Even with recent actions by the Legislature to stimulate the condominium construction market, the preponderance of building is in cities such as Seattle and Bellevue. Lake Stevens will *support* legislation that would further incentivize condominium building and other types of fee-simple ownership.
- ***Small cell development:*** Lake Stevens joins other local governments in urging the Legislature to respect local authority and to avoid pre-emptions to local authority to best determine where small-cell infrastructure should be located in a given community.

Local Government in General

- ***Public Records Act Reform:*** Lake Stevens will support fixes in the law to decrease the severe burden being put on cities and to enhance cost recovery. The impact of the PRA will be exacerbated with the deployment of new body-camera programs that increase law enforcement accountability and transparency but involve significant records retention and storage costs.

Parks and Recreation/Arts and Culture

- ***Funding for local parks and recreation agencies to address M&O backlogs:*** Lake Stevens will strongly *support* a \$5 million Operating Budget request led by State Rep. Cindy Ryu (D-Shoreline/32nd Dist.) to assist local parks and recreation agencies in addressing significant M&O cost backlogs. The \$5 million allocation would mirror Operating funds provided in the 2022 budget for state natural resource agencies.
- ***Use of one-time Stadium & Exhibition Center Account funds for youth fields and youth activities:*** Washington State has now paid off all prior debt obligations on the Seahawks

Stadium (Lumen Field) following a ballot measure in the 1990s that asked voters to approve a funding-and-bonding initiative to build it. That ballot measure also set aside funding for youth field needs. Now that the bond obligations have been addressed, and a one-time, \$42 million allocation has been provided to the Recreation & Conservation Office (RCO), Lake Stevens strongly *supports* utilizing those monies for youth fields and recreational activities and granting funds to local communities and local parks-and-recreation programs.

- ***Capital Budget funding for local parks and outdoor recreation:*** Lake Stevens will strongly *support* a robust level of investment in Capital Budget programs that support parks and outdoor recreation infrastructure, including the Washington Wildlife & Recreation Program (WWRP), Youth Athletic Facilities (YAF), the Aquatic Lands Enhancement Act (ALEA), and the Land and Water Conservation Fund (LWCF).

Personnel, Pensions, Other Human Resources Issues

- ***Pension rates:*** Lake Stevens asks lawmakers to proceed with caution in increasing employer and employee pension rates as the state and local governments are still not in full recovery mode from the economic impacts brought on by COVID-19.

Transportation

- ***Funding for local roadway M&O needs and for granting agencies that assist in the financing of local projects:*** While Move Ahead Washington represented an incredible breakthrough in addressing some of the transportation infrastructure needs and projects at the state level, the package offered little in the way of direct funding for local M&O or for agencies such as the Transportation Improvement Board (TIB) that provide key grants for local projects. Lake Stevens urges lawmakers to seek out ways to address these needs as soon as possible.

**City of Lake Stevens
2023 Federal Affairs Agenda**

- **Top Priority – U.S. 2 Trestle:** Continue to seek funding opportunities for the U.S. 2 Trestle, particularly within transportation reauthorization and infrastructure legislation being considered by Congress and if Congress re-establishes any type of project earmarking process.
- **Top Priority – 20th and Main Street funding:** Lake Stevens will work closely with the office of Congresswoman Suzan DelBene, as well as offices of U.S. Senators Patty Murray and Maria Cantwell, to ensure final FFY 2023 Appropriations bills enacted by Congress include \$2.5 million in “Community Project Funding” secured by DelBene.
- **Priority – Capitalize on IIJA/BIL Grant Programs:** Lake Stevens will seek to maximize its ability to secure grant funding from the array of competitive programs authorized under the Infrastructure Investment & Jobs Act (IIJA, also known as the Bipartisan Infrastructure Law, or BIL).

Other Key Items

- **Grant Funding – FEMA, JAG Grants, Land and Water Conservation Funds (LWCF), Etc.:** Lake Stevens will work with its congressional delegation, community partners, and other local and regional agencies to consistently seek out and evaluate potential federal grant opportunities that could be value-added for the City. These include FEMA grants for flood stabilization; Justice Assistance Grants for law enforcement; LWCF grants for parks and trails; and more.
- **Protecting financial and bonding tools authorized at the federal level:** Lake Stevens will support legislative initiatives put forth by the Government Finance Officers Association (GFOA), including the protection of tax-exempt and bank-qualified Municipal Bonds.
- **Brownfield Grants through the Environmental Protection Agency:** Lake Stevens is exploring, along with Snohomish County, whether brownfield funding through the U.S. EPA could be one way to expedite the cleanup of an old landfill that lies due east of the Lake. Initial funding would need to first focus on a feasibility analysis to see what total cleanup costs would be and how feasible a joint effort would be.
- **Affordable Housing:** Lake Stevens supports initiatives by U.S. Senator Maria Cantwell (D-WA) and U.S. Rep. Suzan DelBene (D-WA/1st District) to add significant funding and eligibility for the Low-Income Housing Tax Credit (LIHTC) program.

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Contract Amendment for Downtown Lake Outlet Projects

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: No Budget Change

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to sign Supplement 2 to the Professional Services Agreement with Davido Consulting Group, Inc. to extend the term limit of the contract from December 31, 2022 to December 31, 2023.

SUMMARY/BACKGROUND:

The City entered into a Professional Services Agreement (PSA) with Davido Consulting Group (DCG) on December 7, 2020, and was originally set to terminate the contract on December 31, 2022. The City and DCG have agreed to extend the term limit of the contract through December 31, 2023. Section III.3 of the PSA states, "...The parties may extend the term of this Agreement by written mutual agreement". Included in the staff report is a written letter from DCG agreeing to amend the contract term from December 31, 2022 to December 31, 2023.

DCG is the primary consultant working with city staff on preliminary designs and project costs for the four downtown channel crossing upgrades, channel realignment, and new weir design. The preliminary designs and estimated project costs will be used to apply for federal and state funding opportunities. DCG is expected to complete the preliminary designs and estimated project costs by the end of 2022. The remaining budget will be used in 2023 to identify funding sources and assist the city with grant applications.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Signed PSA
2. PSA_supplement02
3. DCG letter for contract extension

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND DAVIDO CONSULTING GROUP, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Davido Consulting Group, a Washington Corporation, ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Short General Description of Services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight, December 31, 2022. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

 X No employees supplying work have ever been retired from a Washington state retirement system.

 Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the

Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant 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 of Insurance - Consultant shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current

A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

k. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination

provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant 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 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant 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 Consultant 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 Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided

to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit __A__: Watershed Group, AltaTerra, CCS, Lanktree Land Surveying, Waterfall Engineering, Enviroissues, Equinox

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$497,431 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant 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 Consultant 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 Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records.

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City and Consultant shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

Davido Consulting Group, Inc.
Attn: Erik Davido
9706 4th Ave NE, Suite 300
Seattle, WA 98258

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 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.

V.5 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.

V.6 NONWAIVER. 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.

V.7 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.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

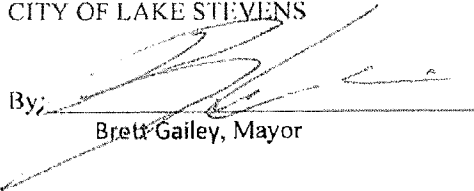
V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS AND SIGNATURES. 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. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 7th day of December 2020

CITY OF LAKE STEVENS

By: 

Brett Gailey, Mayor

DAVIDO CONSULTING GROUP, INC.

By: 

Erik Davido, President

Printed Name and Title

Approved as to Form:

PROFESSIONAL SERVICES AGREEMENT – page 9 of 11

C:\Users\Wendy\Documents\PLA for Davidson Services 01-27-2016.rtf
C:\Users\Wendy\Documents\PLA for Davidson Services 01-27-2016.rtf

Attachment A

By: _____

Greg Rubstello, City Attorney

Exhibit A
Scope of Services

Background

The 2020 Lake Stevens Outlet Study identified several alternatives to improve Lake Stevens lake level management, improve the lake outlet stream flow for fish and flooding benefits, and other downstream flood mitigation and habitat improvement projects. This scope of work includes several of priority alternatives from the lake outlet and outlet channel to Catherine Creek:

Task 1: Lake Outlet Facility and Stream Rehabilitation

Task 2: Hartford Drive

The tasks and which of the Outlet Study alternatives are included in each task are described below in more detail.

Task 1 – Lake Outlet Facility and Stream Restoration

This task includes the following alternatives from the Outlet Study:

1A – Replace Lake Outlet Control

1E – Lake Outlet Stream Improvements

5F – Lake Outlet to Catherine Creek Confluence Analysis

The existing Lake Stevens outlet control facility is a basic weir board system that is failing and impacting the adjacent roadway. The Lake Stevens Outlet Study identified replacing of the existing lake outlet control as a top priority project to better manage the lake level and improve downstream flows in summer months and alleviate flooding. The existing weir facility is located in the lake outlet stream channel approximately 200 feet downstream of the lake outlet. The Outlet Study recommends the lake outlet control facility be moved closer to the lake outlet to ensure the outlet control facility will be the hydraulic control as opposed to the outlet channel. The Outlet Study also recommends outlet stream improvements and further analysis of the lake outlet to Catherine Creek confluence.

The base tasks (Tasks 1.1 – 1.7) includes analysis (survey, modeling and preliminary engineering) of the lake and lake outlet to Catherine Creek, the new outlet control facility located at the lake outlet, removal of the existing weir facility, downstream restoration from the lake outlet through the existing weir facility and road repair adjacent to the existing weir facility.

Optional additional work (Task 1.8) includes additional stream restoration from the existing weir facility to Main Street; approximately 500 feet of stream channel.

General Assumptions for Task 1:

1. Project duration is 12 months.
2. This scope of work is for preliminary design (30% deliverables), permitting and funding assistance only.
3. The City will lead community outreach and engagement with limited support by the Consultant.

Task 1.1 - Project Management and Administration

The Consultant has budgeted time for correspondence, meetings, and general project management and administration. The Consultant will prepare a project schedule updated monthly and monthly progress reports submitted with invoices. This task includes a kickoff meeting with the City.

Assumptions:

1. The kickoff meeting will be a web meeting for a total of 2 hours.

Deliverables:

1. Project schedule in Microsoft Project.
2. Monthly progress reports and invoices.
3. Kickoff meeting email summary

Task 1.2 – Lake Outlet Preliminary Engineering

The Consultant will complete preliminary engineering and support services as follows.

Subtask 1.2.1 – Outlet Control Facility Alternatives Evaluation

The Consultant will identify up to 3 feasible alternatives for lake outlet control that achieve the lake level and stream flow goals. The Consultant will assist the City in choosing the preferred alternative.

Assumptions:

1. The City will assist the Consultant in confirming lake level and stream flow goals.
2. In the event of conflicting goals, City will establish priorities and/or resolve conflicts prior to alternative evaluation.

Deliverables:

1. Technical memorandum summarizing alternatives and preferred alternative selection. Draft and Final versions in Word and PDF.

Subtask 1.2.2 – Modeling

The Consultant will update the existing 1999 HSPF model of Lake Stevens and upper Catherine Creek (basins tributary to the lake outlet stream and Hartford Drive culvert crossing) and calibrate the lake level using current available lake level data. The Consultant will create a new hydraulic model of the lake outlet to Catherine Creek. The two models will be used for analyzing and determining the new lake level outlet control and outlet stream.

Subtask 1.2.2a - Update Existing (1999) HSPF Model of Lake Stevens and Catherine Creek

The Consultant will update the existing Lake Stevens and Catherine Creek HSPF model to represent the most recent land use/landcover. This will include using all available GIS data to generate the proper land use inputs for the model. Required data layers include:

- Surface Slope
- Soil types
- Basin boundaries
- Vegetative cover

- Impervious surfaces

It is possible that an impervious surfaces layer does not exist. This scope includes the generation of an impervious surfaces layer by the Consultant.

These layers will be combined in GIS and output in a format that can be input into HSPF. The routing features (FTABLE's) will be updated, where possible to include any new information available.

The outlet to Lake Stevens will be updated to include a new outlet structure and outlet structure management. This update will include the ability to modify the lake outlet seasonally.

Assumptions:

1. Available GIS layers will be provided by the City or Snohomish County.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2b – Calibrate Lake Stevens

The Consultant will use the most recent lake level stage time series to calibrate the model to match existing lake performance. The goal will be to match as closely as possible daily simulated lake stage to observed daily lake stage.

Assumptions:

1. Lake Stevens lake level data will be provided by the City or Snohomish County.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2c – Create Hydraulic Model of Lake Stevens Outlet

The Consultant will use all available data related to the existing Lake Stevens outlet channel to create an EPA SWMM hydraulic model of the outlet channel. The model will extend from the outlet of Lake Stevens to the proposed culvert replacement on Catherine Creek. The model will use, where available, channel cross-sections and channel slope data, road crossings and any instream existing culverts. The model will not include upstream collection systems that discharge into the outlet channel but rather, these areas will be connected by stage-storage-discharge tables from the HSPF model that are simple representations of flow collection systems.

Assumptions:

1. Consultant survey information from other tasks and City drone survey information will be used for model input.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2d – Run Model Scenarios

The Consultant will adjust and modify the outlet operation and configuration to maximum lake level performance to meet the following criteria:

1. Keep lake levels as low as possible during winter months when it is more likely that private property can be threatened.
2. Keep lake levels as high as possible during summer recreational months.
3. Actively operate the lake outlet during the transitional months with the objective of achieving the above-mentioned criteria.

In addition, the downstream outlet channel will be evaluated for each model run to determine the possible impacts to flooding within the outlet channel.

Assumptions:

1. Each individual lake level run will take approximately 8 hours. There are three scenarios and each scenario may require several iterations. This scope will reference three scenarios with a maximum number of 4 iterations for each scenario.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2e – Modeling Documentation

Following the conclusion of all modeling work the Consultant will write a technical memo of findings. The report will summarize the modeling work and results.

Deliverables:

1. Technical memo draft and final version in Word format.

Subtask 1.2.3 – Downstream Analysis

The Consultant will complete a downstream analysis from the lake outlet to Catherine Creek.

Assumptions:

1. A site visit will be made by two people (geomorphologist and fish biologist) to walk the existing lake outlet channel to update descriptions of physical and biological conditions that are conducive or detrimental to conveyance and/or fish populations. The site visit is estimated to take 6 hours, including travel time.

Deliverables:

1. Update documentation of physical and biological channel conditions from field assessment completed in 2019, including preliminary bankfull width, bankfull depth measured at optimal points in the survey, bridge abutment widths and height to lower deck at crossings, description of bed and bank material, observations of animal activity (i.e., beavers), and aquatic organism and vegetation observations.
2. Photographic log with descriptions documenting observations.

Subtask 1.2.4 – Surveying

The Consultant will complete two surveying sub-tasks; one focusing on the lake outlet facility project area and the other for the outlet channel modeling.

Subtask 1.2.4a – Lake Outlet Control Facility Surveying

The Consultant will complete topographic mapping of the lake outlet facility project area from the lake outlet to 100-feet downstream of existing weir (approximately 300 feet total length). Marking placed by project team members prior to the start of the survey will be located, (e.g., flags and soil test pits). The Topographic Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, aboveground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible.

Assumptions:

1. Boundary of adjacent properties will be shown per GIS, record and other available data.
2. Open access to project area and ability to insert small boat into Lake Stevens.

Deliverables:

1. The topographic survey will be prepared on AutoCAD format and a hard copy provided.

Subtask 1.2.4b – Lake Outlet Surveying for Modeling, Downstream Analysis, and Hartford Drive

The Consultant will survey the centerline of lake outlet stream from downstream limits of lake outlet facility survey limits to Catherine Creek (approximately 2,800 feet), extending from edge of roadway to 30'-50' on opposite side of stream or to the extent possible where access to private property restricts. Where stream goes underground via culvert or bridge, the Consultant will map the surface features and inlet and outfall locations within 25'+/- of these inlet and outfall locations.

Assumptions:

1. Boundary of adjacent properties will be shown per GIS, record and other available data.
2. Open access to project area and surrounding properties and roadway within scope area.
3. Does not include full surface mapping over the top of pipe where stream is undergrounded, such as at N Lakeshore Drive and Main Street and Hartford Drive and 20th Street NE.
4. 4-5 additional control points that are not part of the stream mapping scope for Drone Survey. Assumed there will be sufficient control points should be set during the above mapping on the N. Lakeshore and Hartford Drive Corridor.
5. The City will provide drone survey to the Consultant in electronic AutoCAD format.

Deliverables:

1. Civil3D CAD drawing and surface of the above mapping and will include control points used for Survey, together with additional control points in surrounding areas, to be used by the City for Drone Photogrammetry.

Subtask 1.2.5 – 30% Design (Plans/Specs/Estimate)

The Consultant will design the preferred outlet control facility submitting 30% plans specifications and a cost estimate. The Consultant will incorporate preliminary fishway design into design.

Assumptions:

1. The 30% specifications will be a table of contents (TOC) only.

Deliverables:

1. Plans will be submitted as PDF, one draft and final.
2. Specifications will be submitted as Word and PDF, one draft and final.
3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final.

Subtask 1.2.6 – Community Outreach and Engagement Support

The Consultant will assist the City with community outreach and engagement. The Consultant has provided a budget and specific scoping/planning will be provided later based on City needs and scoped to fit within the budget. The plan will be documented in a public involvement plan and include stakeholder research, demographic research to determine translations, methods, timing, and roles and responsibilities.

Assumptions:

1. The City will lead community outreach and engagement as agreed on during the planning process.
2. Consultant scope to be determined later.

Deliverables:

1. Public involvement plan.
2. To be determined.

Task 1.3 – Lake Outlet Design (60%, 90% and Final Deliverables)

To be scoped and budgeted later.

Task 1.4 – Permitting Support

The Consultant will Conduct a stream OHWM and bankfull width delineation. Consultant will also arrange and attend a pre-application on-site meeting with agencies (WDFW, Corps, Lake Stevens Planning and Tribes). Consultant will prepare and provide documents and forms for local state and federal permit submittals.

The Consultant will assist the city with public outreach by preparing two 24X36 foam core-based artistic/color figures showing design elements proposed. Attendance at two public meetings at City Hall, or virtual, is included.

Assumptions:

1. Assumes stream OHWM and bankfull width flagging extends from the current weir to the Main Street Culvert.
2. Assumes 11X17 drawings will be included from the 30% civil set. No special drawings or drawing formatting included
3. Assumes no compensatory mitigation is needed for stream impacts and no wetlands are present in the project area.
4. WDFW may consider this project a “fishway,” which requires a higher level of design and review by the WDFW engineering department.
5. A stand-alone delineation report is not included. Delineation details, data forms, etc., will be provided in the Critical Areas Report
6. Critical Areas Report will provide information on fish passage elements of the proposed project as well as address Shoreline Master Program requirements. No additional documentation for these elements is included.
7. The outcome of the agency meeting may necessitate a higher level of fish passage design than anticipated in this scope.
8. City will lead and coordinate agency submittals for permits.
9. Assumes project will qualify for a Substantial Shoreline Permit and will not require a variance or CUP under the SMP.

Deliverables:

1. Agency meeting minutes
2. Critical Areas Report (CAO and SMP)
3. SEPA Checklist
4. JARPA form
5. Biological Evaluation (report to document ESA compliance for federal permit)

Task 1.5 – Bid Support

To be scoped and budgeted later.

Task 1.6 – Grant Application Assistance

The Consultant will assist the City in identification of potential funding sources (i.e., grants, low-interest loans, partnerships)

Task 1.7 – Construction Support

To be scoped and budgeted later.

Task 1.8 – Downstream Restoration (Optional)

The Consultant will evaluate downstream restoration options in the lake outlet channel between the weir and Main Street. Aquatic habitat features are generally lacking in the channel and there may be opportunities to improve habitat features while addressing localized flooding.

The Consultant will evaluate options for channel modifications to improve conveyance and habitat features. The Consultant will complete topographic survey and produce base mapping used in the

stream restoration design drawings. The Consultant will prepare plans, specifications and costs estimates for each deliverable. The design disciplines included in this scope of work include:

- Civil engineering
- Structural engineering
- Geomorphology engineering
- Landscape design

Assumptions:

1. Stream restoration length will be a maximum of 500 lineal feet.
2. The 30% specifications will be a table of contents only (TOC).
3. Landscape design is limited to a simple restoration plan using mainly live stakes (dogwood & willow).
4. Compensatory mitigation plans are not included in this scope.
5. Permitting support includes additional time associated with a larger and longer project work area. Assumes additional restoration is not a stand-alone project but is rather an expansion of the weir repair design effort.
6. Recent mitigation work adjacent to the stream channel may carry permitting restrictions on additional clearing work, which may constrain the design footprint.
7. No stream OHWM, bankfull width or wetland delineation work is proposed.

Deliverables:

1. Plans will be submitted as PDF, one draft and final.
2. Specifications will be submitted as Word and PDF, one draft and final.
3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final.

Task 2 – Hartford Drive Flood Mitigation

This task includes the following alternatives from the Outlet Study:

- 2C – Hartford Drive Road Improvements
- 5D – Improve Drainage Near Fire Station

Hartford Drive currently floods downstream of the fire station where the road profile is relatively low. Surveying and modeling completed in Task 1 will confirm the extents of this project but preliminary mapping completed for the Outlet Study show the road should be raised up to two feet at it's lowest point with road raising extents approximately 350 feet long. This project will also analyze improvements to a maintenance hole and adjacent storm drain system near the fire station that cause the maintenance hole lid to overflow and contribute to flooding on Hartford Drive.

General Assumptions for Task 2:

1. The project will not require any in-stream, in-wetland or buffer work. All road construction will be above ordinary high water mark (OHWM) and within the current road pavement and shoulder footprint.
2. Project duration is 12 months.
3. This scope of work is for preliminary design (30% deliverables), permitting and funding assistance only.
4. Community outreach and engagement will be provided by the City.

Task 2.1 – Hartford Drive Project Management and Administration

The Consultant has budgeted time for correspondence, meetings, and general project management and administration. The Consultant will prepare a project schedule updated monthly and monthly progress reports submitted with invoices. This task includes a kickoff meeting with the City.

Assumptions:

1. The kickoff meeting will be a web meeting for a total of 2 hours.

Deliverables:

1. Project schedule in Microsoft Project.
2. Monthly progress reports and invoices.
3. Kickoff meeting email summary

Task 2.2 – Hartford Drive 30% Design (Plans/Specs/Estimate)

The Consultant will design the preferred outlet control facility submitting 30% plans specifications and a cost estimate.

Assumptions:

1. Drone survey provided by the City in Task 1 will be used for base mapping.
2. The 30% specifications will be a table of contents (TOC) only.

Deliverables:

1. Plans will be submitted as PDF, one draft and final.
2. Specifications will be submitted as Word and PDF, one draft and final.

3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final.

Task 2.3 – Hartford Drive Design (60%, 90% and Final Deliverables)

To be scoped and budgeted later.

Task 2.4 – Hartford Drive Permitting Support

No wetland or stream critical area permitting is anticipated. The Consultant will flag the Ordinary High Water Mark and estimate and sketch approximate wetland boundaries (if present) adjacent to the roadway. the Consultant will also prepare a SEPA checklist.

Assumptions:

1. Wetland and stream critical areas permitting is not needed or required. No permanent impacts to the stream, wetlands or buffers are anticipated and no wetlands are involved.
2. Bankfull width determination and flagging is not needed or proposed. Wetland locations, if present will not be delineated or classified.

Deliverables:

1. SEPA Checklist



**TEAM SUMMARY
FEE ESTIMATE**

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation and Habitat Improvements - 30% Design, Permitting and Funding Assistance
 Client: City of Lake Stevens
 DCG PM: Erik Davido

		Prime, Civil, Structural	Environmental, Permitting, Fisheries, LA	Geomorphology	Modeling	Surveying	Fishway Engineering	Geotechnical Engineering	Community Outreach and Engagement	Cultural Resources	
Task No.	Task Description	DCG	Watershed	AltaTerra	CCS	Lanktree Land Surveying	Waterfall Engineering	TBD	EnviroIssues	Equinox	Team Summary
1	Lake Outlet Facility and Stream Restoration										
1.1	Lake Outlet Project Management	\$10,912	\$3,200	\$2,106	\$0	\$0	\$1,200		\$1,367	\$0	\$18,785
1.2	Lake Outlet to Catherine Creek Preliminary Engineering	\$31,862	\$16,890	\$4,212	\$53,400	\$28,810	\$4,800		\$20,870	\$0	\$160,840
1.3	Lake Outlet Design	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
1.4	Lake Outlet Permitting Support	\$4,060	\$20,405	\$0	\$0	\$0	\$0		\$0	\$6,123	\$30,588
1.5	Lake Outlet Bid Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
1.6	Lake Outlet Grant Application Assistance	\$3,680	\$4,210	\$0	\$0	\$0	\$0		\$0	\$0	\$7,890
1.7	Lake Outlet Construction Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
1.8	Downstream Restoration (Optional)	\$10,874	\$12,970	\$11,340	\$0	\$3,000	\$3,000		\$0	\$0	\$41,184
2	Hartford Drive Flood Mitigation										
2.1	Hartford Drive Project Management	\$7,922	\$1,920	\$0	\$0	\$0	\$0		\$0	\$0	\$9,842
2.2	Hartford Drive Preliminary Engineering	\$26,352	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$26,352
2.3	Hartford Drive Design	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
2.4	Hartford Drive Permitting Support	\$2,030	\$8,760	\$0	\$0	\$0	\$0		\$0	\$4,258	\$15,048
2.5	Hartford Drive Bid Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
2.6	Hartford Drive Construction Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0

Task 1 - Lake Stevens Outlet Facility and Stream Restoration (Alt's 1 and 2)										
Labor Hours:	483	352	109	416	276	60	166			1,862
Labor Fees:	\$61,388	\$57,675	\$17,658	\$53,400	\$31,810	\$9,000	\$0	\$22,237	\$6,123	\$259,291
Expenses:	\$150	\$0	\$0	\$0	\$1,155	\$200	\$1,380			\$2,885
Total Fees:	\$61,538	\$57,675	\$17,658	\$53,400	\$32,965	\$9,200	\$0	\$23,617	\$6,123	\$262,176

Task 2 - Hartford Drive Flood Mitigation (Alt 3)										
Labor Hours:	285	68	0	0						353
Labor Fees:	\$36,304	\$10,680	\$0	\$0			\$0		\$4,258	\$51,242
Expenses:	\$0	\$0	\$0	\$0						\$0
Total Fees:	\$36,304	\$10,680	\$0	\$0			\$0		\$4,258	\$51,242

Total Task 1 and 2:	\$313,419
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Notes:

NOTES:

- 1) Expenses = mileage, survey materials
- 2) Estimated

**SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS AND DAVIDO CONSULTING GROUP INC**

This Supplemental Agreement No. 2 is made and entered into on the 8 day of November, 2022, between the City of Lake Stevens, hereinafter called the "City" and Davido Consulting Group, Inc, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for projects associated with the Lake Outlet channel, hereinafter called the "Project," said Agreement being dated the 7th day of December, 2020; and

WHEREAS, both parties desire to supplement said Agreement, by extending the TERM of the contract and no amendment to the total amount payable for this Agreement or the scope of services approved under Supplement No. 01;

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

Each and every provision of the Original Professional Services Agreement dated the 7th day of December 2020, shall remain in full force and effect, except as modified in the following sections:

1. Article III.3 of the Original Agreement, "TERM", The term of this Agreement shall commence upon full signing and shall terminate at midnight, December 31, 2023. The parties may extend the term of this Agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF LAKE STEVENS

Davido Consulting Services Inc.

By: _____
Brett Gailey, Mayor

By: _____

Printed Name & Title

ATTEST/AUTHENTICATED

By: _____
Kelly M. Chelin City Clerk

APPROVED AS TO FORM

By: _____
Greg Rubstello, City Attorney



November 3, 2022

Shannon Farrant, Surface Water Manager
City of Lake Stevens | Public Works
2306 131st Ave NE
Lake Stevens, WA 98258

Re: Professional Services Agreement (PSA) Term Extension
Downtown Stormwater Projects

Dear Shannon,

Section III.3 of the PSA sets the termination date at December 31, 2022 and I agree to extend the termination date to December 31, 2023 to allow for assisting the City with funding applications in 2023.

Please do not hesitate to contact me with any questions.

Sincerely,

Davido Consulting Group, Inc.

A handwritten signature in blue ink, appearing to read 'Erik Davido', with a stylized flourish at the end.

Erik Davido, P.E.
President

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Contract Supplement for 2023 Lake Management

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: \$17,595

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to sign the letter authorizing the 2023 cost of services in the amount of \$17,595 to perform the scope of work set forth in the ILA that was signed June 26, 2022.

SUMMARY/BACKGROUND:

The City entered into a 5-year Interlocal Agreement with Snohomish County on June 26, 2022 to perform lake management services on Lake Stevens. The 2023 cost of services reflects the lake monitoring services outlined in Section 3 of the ILA, except Section 3.3 and 3.4. The City plans to perform alum treatment to the lake every other year. Alum was applied in 2022, therefore, lake monitoring before and after alum treatment is not proposed for 2023.

The proposed scope of services for 2023 includes:

- Monthly lake water quality monitoring
- Reporting of water quality data
- Technical assistance

A letter from Snohomish County outlining the work performed in 2022 has been included with this staff report.

In 2023, City staff will evaluate the lake monitoring scope of services performed by Snohomish County, and assess the City's capacity to perform these services in 2024.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2022_ILA_Lake Monitoring_fully executed
2. Summary of services performed in 2022
3. Letter authorizing 2023 cost of services

INTERGOVERNMENTAL SERVICES AGREEMENT FOR LAKE MANAGEMENT AND WATER QUALITY SERVICES

This AGREEMENT FOR LAKE MANAGEMENT AND WATER QUALITY SERVICES (this “Agreement”) is made and entered by and between the **CITY OF LAKE STEVENS, a Washington municipal corporation**, (the “City”), and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the “County”).

RECITALS

- A.** Lake Stevens lies within the boundaries of the City.
- B.** Lake Stevens is an important water resource for the City which provides opportunities for swimming, boating, fishing and aesthetic enjoyment.
- C.** The City and the County recognize the importance of performing certain water quality monitoring services at Lake Stevens.
- D.** The City does not have the staff or resources to monitor water quality at Lake Stevens.
- E.** The City desires to retain the services of the County to perform certain water quality monitoring at Lake Stevens and the County has the staff and resources to perform said services, all under the terms and conditions described in this Agreement.

AGREEMENT

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

1. TERM

The term of this Agreement (the “Term”) shall commence upon execution (the “Commencement Date”), and shall expire on December 31, 2026 (the “Expiration Date”); provided, however, that both the City and the County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with applicable law.

2. CATEGORIES OF SERVICES PERFORMED BY COUNTY AND RIGHT OF ENTRY

During the Term of this Agreement, the County shall perform for the City the following services (collectively, the “Services”): (i) lake monitoring services, as more fully described in Section 3 below (the “Lake Monitoring Services”); and (ii) any additional services related to water quality or quantity issues that may be mutually agreed upon in writing by the City and the County pursuant to Section 4 below (the “Additional Services”). The Services shall be performed in a good and professional manner, consistent with accepted industry standards and in accordance with both the substantive and procedural requirements specified in this Agreement.

The City shall provide the County with reasonable access to any location where Services are to be provided. If the City is unable to provide such access, the County shall have no obligation to perform any Services under this Agreement unless and until the City provides reasonable access.

3. LAKE MONITORING SERVICES

3.1. Lake Water Quality Monitoring

The County will perform water quality monitoring of Lake Stevens on a monthly basis of each contract year. The County will provide a boat and all equipment to conduct monitoring. Monitoring measurements and water quality sampling will be conducted in the deepest portion of the lake at the established monitoring location. Observational data may be taken at any location. Monthly monitoring will include the following:

- Water column profiles for temperature, dissolved oxygen, pH and conductivity
- Measurements of water clarity (Secchi depth) and near-surface water temperature
- Observational of recreational use, weather conditions, watercolor, algal abundance and presence/absence of algal scum
- Water sampling which will be submitted for laboratory analysis. The sampling depths and associated parameters to be analyzed are as follows:

Parameter/Depth	1 meter	5-meter	10-meter	20-meter	30-meter	40-meter
Total Phosphorus (TP) ¹	X	X	X	X	X	X
Soluble reactive phosphorus (SRP)						X
Total Persulfate Nitrogen (TPN)	X					
Chlorophyll <i>a</i>	X	X	X			
True Color ²	X					
Alkalinity ³	X					

¹ TP samples at 5 & 30 meters will only be collected Apr – Nov

² True color is only planned for 2022 from June – Sept

³ Alkalinity would be sampled the three months prior to any planned alum treatment

All monitoring will be conducted in accordance with the “Quality Assurance Monitoring Plan for the Snohomish County Lake Management Program” as updated. Water samples will be analyzed by a Washington State Department of Ecology-accredited laboratory. The cost for all such services shall be as set forth in Section 5 below.

3.2. Reporting of Water Quality Data

Annual monitoring data collected from Lake Stevens will be summarized annually in two written reports that will be made available to the City and the general public. The first is a water quality report card, a one-page summary for the public of lake health. The second report is a more detailed report with a summary of data collected through the monitoring program. The reports for a given calendar year shall be delivered to the City on or before April 15 after the close of the calendar year at issue. The reports will also be made available on Snohomish County’s website unless otherwise directed by the City. The raw water quality data shall be available on the County’s online water quality database following completion of quality assurance checks. Copies of the lab reports shall also be provided to the City upon request.

If requested by the City, County staff will also provide up to one annual public presentation on the condition of water quality in Lake Stevens. If requested, the County will also provide comments on documents, reports, or grant proposals related to lake water quality that may be developed by the City for the management of Lake Stevens.

3.3. Alum Treatment Monitoring

When the City conducts an alum treatment, the County will coordinate the required monitoring per the Washington State Department of Ecology's 2021-2026 Aquatic Plant and Algae Management General Permit (Permit). The City will notify the County in writing of a planned alum treatment at least four (4) months prior to treatment. The County will provide the City a monitoring plan. The City will approve the monitoring plan per their Permit guidelines. Once the City approves, the County will implement the monitoring plan.

The anticipated monitoring elements in the Permit are listed below but may be refined based on further guidance from Ecology. Required analyses for water sampling include pH, Hardness (as CaCO₃), Dissolved Organic Carbon (DOC), Total Aluminum and Dissolved Aluminum. Pre- and post-treatment water sampling will be conducted during monthly monitoring except for the required monitoring the week of and two weeks post Alum treatment.

- Pre-Treatment water sampling (minimum four (4) sample events) occurs for up to six (6) months prior to treatment
- Treatment monitoring
 - Jar Test
 - Continuous pH monitoring at a minimum of fifteen (15) minute intervals
 - Daily pre- and post-treatment pH monitoring
 - Water sampling
 - Immediately before treatment
 - Immediately after treatment
 - 24 hours post-treatment
- Post-treatment water sampling (minimum six (6) sample events) occurs for one (1) year post treatment

The County will provide the City with monitoring data reports for the Permit required reporting.

3.4. Shoreline Survey

In 2022 the County will perform a shoreline condition survey of Lake Stevens. The survey will include an inventory of the shoreline condition including the presence and type of bank armoring and the condition of riparian vegetation. The County will conduct geospatial data processing and provide the City with associated GIS data, summary excel files and two maps which display the lake's shoreline hardening and riparian conditions. The data and maps shall be delivered to the City on or before April 15, 2023.

3.5. Technical Assistance

County staff will be available to respond to questions from the public and the City about the water quality conditions in Lake Stevens via email or phone. The County will also provide plant identification services as requested. The County will refer all other inquiries, including those regarding lake management actions, to the City.

4. ADDITIONAL SERVICES

4.1. Desire for Additional Services

The County and the City anticipate that, during the Term of this Agreement, the City may desire for the County to provide additional water quality monitoring or related services (the “Additional Services”) to the City, and the County may be willing to provide some or all of such Additional Services. By way of example, and not by way of limitation, the parties anticipate Additional Services could involve any one or more of the following: (i) sampling one or more water quality monitoring sites for additional or different water quality parameters at Lake Stevens and/or its tributaries; (ii) sampling in response to algae bloom; (iii) aquatic vegetation surveys; or (iv) commencement of other activities as requested or as mutually agreed that enhance the City’s lake management program.

4.2. Request for Additional Services

Subject to the total cost limitation described in Section 5.4 below, at any time and from time to time during the Term of this Agreement, the City may request that the County perform one or more Additional Services. The City may request that such Additional Services be performed a specific number of times, or on an ongoing basis, for a single calendar year, or for multiple calendar years. The County may, but need not, agree to perform some or all of the requested Additional Services under terms and conditions acceptable to both parties. Any agreement to add Additional Services must be memorialized in writing and signed by the City Manager and the County’s Director (as those terms are defined in Section 4.3 below).

4.3. Authority to Request and Approve Additional Services

Subject to the total cost limitation described in Section 5.4 below, the City Manager shall have the authority to request, authorize and memorialize Additional Services on behalf of the City without the need to obtain additional approvals from the City Council or the Mayor. Subject to the total cost limitation described in Section 5.4 below, the Director of the County’s Department of Conservation and Natural Resources (the “County’s Director”) shall have the authority to agree to perform and memorialize Additional Services on behalf of the County without the need to obtain additional approvals from the County Council or County Executive.

5. COMPENSATION

5.1. Cost of Lake Monitoring Services in 2022

The County estimates the cost for Lake Monitoring Services in 2022 will be \$27,229 in 2022. These costs assume an alum treatment will occur in 2022 and that monthly monitoring will begin in April. The City will be notified of estimated costs for subsequent years as noted in Section 5.3 below.

5.2. Calculating the Cost of Services

Unless specifically otherwise provided herein, the County shall be compensated for all Lake Monitoring and Additional Services on a time and materials basis. The County’s time shall be calculated based on the base hourly rate of each of the individual County Personnel (as that term is defined in Section 6 below) performing the Services. The actual reasonable cost of benefits shall be added to the base hourly rate of all County Personnel. The time billed to the City shall consist only of personnel time that is actually spent and is reasonably required to perform the Services. The City shall

reimburse the County for all reasonable costs actually incurred by the County in connection with performing the Services, including, but not limited to, laboratory fees. The City shall reimburse the County for the reasonable costs of materials and/or equipment the County uses in connection with performing any one or more of the Lake Monitoring and Additional Services under this Agreement.

5.3. Cost of Services in Following Years

Beginning in 2022, on or before October 1st of each year, the County shall provide the City with a written estimate for the total cost of performing the Services for the following calendar year. The City must provide written acceptance of the cost estimate to the County on or before November 1st of the year that the County's cost estimate is provided. This Agreement shall terminate on December 31st of the year that the County's cost estimate is provided to the City if either: (1) the City does not provide written acceptance of the County's cost estimate as required in this section; or (2) the City rejects the County's cost estimate.

5.4. Total Services Not to Exceed \$175,000 Maximum Cost

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the total cumulative cost of all Services performed by the County under this Agreement shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the "Maximum Cost"). Accordingly, if any proposal to add one or more Additional Services to this Agreement would cause the total cost of Services to exceed the Maximum Cost, the City shall not submit a request for such Additional Services to the County. Should the County receive a request for Additional Services that would cause the total cost of all Services to exceed the Maximum Cost, the County shall reject said request.

5.5. Invoicing and Payment

The County shall submit invoices for actual costs incurred to the City quarterly. The quarterly invoice shall describe in reasonable detail the amount spent on each task in that quarter. The direct costs of any materials and/or equipment used by the county in performing the work shall be itemized on the invoice. The City shall pay each quarterly invoice within (30) days of receipt. Invoices shall be sent to the following address:

City of Lake Stevens
Attn: Accounting
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

Email: invoices@lakestevenswa.gov

6. INDEPENDENT CONTRACTOR

All work performed by the County pursuant to this Agreement shall be performed by the County as an independent contractor and not as an agent or employee of the City. The County shall furnish, employ, and have exclusive control of all persons (including, but not limited to volunteers) to be engaged in performing the County's obligations under this Agreement (collectively, the "County Personnel") and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. The County Personnel shall for all purposes be solely the employees, agents or volunteers of the County and shall not be deemed to be employees or agents of the City for any purpose whatsoever. With respect to the County Personnel, the County 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, such as employment, Social Security, and other payroll taxes including applicable contributions from the County Personnel when required by law.

7. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by either party for any reason or for no reason, by giving thirty (30) days advance written notice of termination to the other party. Any termination notice delivered pursuant to this Section 7 shall specify the date on which the Agreement will terminate. If this Agreement is terminated pursuant to this Section 7, the County shall continue performing Services through the date of termination. The City shall compensate the County for all Services performed by the County through the date of termination. The City's obligation to make such final payment to the County shall survive the termination of this Agreement.

8. COMPLIANCE WITH LAWS

The City and the County shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

9. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees, contractors, and authorized volunteers harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 10 below) of the indemnifying party under this Agreement. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. DEFAULT AND REMEDIES

If either party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity.

11. PUBLIC DISCLOSURE LAWS

The City and the County each acknowledges, agrees and understands that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and

the County's performance of Services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. Neither the City nor the County anticipates that the performance of either party's obligations under this Agreement will involve any confidential or proprietary information.

12. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by: (i) United States registered or certified mail, postage prepaid, return receipt requested; (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery; (iii) by personal delivery; or (iv) by facsimile (with proof of successful transmission); (v) or by email (with a request for and receipt of proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement (or their designee) as follows:

To the City of Lake Stevens:

ATTN: Shannon Farrant, Public Works
Department
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

Telephone: 425-622-9442
Email: sfarrant@lakestevenswa.gov

To the County:

ATTN: Surface Water Management
Director
Snohomish County
Conservation & Natural Resources
3000 Rockefeller Avenue M/S 303
Everett, Washington 98201

Telephone: (425) 388-6454
Email: gregg.farris@snoco.org

All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile or email (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

13. MISCELLANEOUS

13.1. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

13.2. Interpretation

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that

AGREEMENT FOR LAKE MANAGEMENT AND
WATER QUALITY SERVICES BETWEEN THE CITY
OF LAKE STEVENS AND SNOHOMISH COUNTY

pg. 7

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.

13.3. Severability

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

13.4. No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a party of any particular Default constitute a waiver of any other Default or any similar future Default.

13.5. Assignment

This Agreement shall not be assigned, either in whole or in part, by either of the parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

13.6. Warranty of Authority

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

13.7. No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

13.8. No Third Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the City and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

13.9. Execution in Counterparts

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

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date of the last party to sign.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision of the State of Washington

Name: **Lacey Harper**
Title: County Executive

Digitally signed by Lacey Harper
Date: 2022.06.26 14:18:57 -07'00'

Approved as to Form:

Kraft-Klehm, Jessica
Deputy Prosecuting Attorney

Digitally signed by Kraft-Klehm, Jessica
Date: 2022.04.05 10:36:02 -07'00'

CITY OF LAKE STEVENS:

City of Lake Stevens, a Washington municipal corporation

Name: **Brett Gailey**
Title: Mayor

Digitally signed by Brett Gailey
Date: 2022.04.29 10:06:05 -07'00'

Approved as to Form:

Greg A Rubstello
City Attorney

Digitally signed by Greg A Rubstello
Date: 2022.05.03 10:50:46 -07'00'

COUNCIL USE ONLY

Approved 6/22/2022
ECAF # 2022-0534
MOT/ORD Motion 22-225



Snohomish County

Conservation and Natural Resources

Surface Water Management

3000 Rockefeller Ave., M/S 303

Everett, WA 98201-4046

(425) 388-3464

www.snoco.org

November 3, 2022

Dave Somers
County Executive

Shannon Farrant
Public Works Department
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258

RE: Lake Management and Water Quality Services For 2023

Dear Shannon:

According to the Lake Management and Water Quality Services agreement for Lake Stevens, it is time for Snohomish County Surface Water Management to inform the City of the proposed cost of monitoring services for the year 2023. We propose to continue with the same scope of work set forth in the agreement that was signed June 26, 2022. The projected cost for 2023 is **\$17,595**, which includes monthly water quality monitoring and all Aquatic Plant and Algae (APAM) permit required post-Alum treatment monitoring.

If the proposed scope of work and costs for 2023 are acceptable to the City, please prepare and sign a letter of response similar to the enclosed draft letter and send it to Gregg Farris, Director of Snohomish County Surface Water Management, by November 1, 2022.

This year's work at Lake Stevens began in July 2022. We have completed monthly water quality monitoring including the APAM permit required pre-Alum treatment monitoring. We have also responded to resident and city questions about water quality and aquatic plants. We are also wrapping up final edits of the Lake Stevens Alum Treatment Effectiveness Study. A shoreline health survey is scheduled for October 2022.

Over the coming winter we will finalize all quality assurance of the 2022 data and develop and update the Lake Stevens Health Report Card. All reports and links to our database that house the raw data will be available to the public at <https://snohomishcountywa.gov/3628/Lake-Stevens-Water-Quality>. If you are interested, we would also be happy to provide a briefing on lake conditions per the agreement once the report has been completed.

We appreciate the opportunity to continue working with the City of Stevens and local residents to monitor and evaluate the health of Lake Stevens. If you have any questions about lake quality or the lake management agreement, please contact me at 425-388-3204.

Sincerely,

Marisa Burghdoff
Water Quality Specialist III - Lakes
425-388-3204
Marisa.burghdoff@snoco.org



One Community Around the Lake

November 8, 2022

Gregg Farris, Director
Snohomish County Surface Water Management
3000 Rockefeller Avenue, MS 303
Everett, WA 98201

Re: Lake Management and Water Quality Services for Lake Stevens 2023

Dear Mr. Farris:

This letter is intended as written acceptance of the proposed Lake Stevens monitoring scope of work, including the estimated costs of \$17,595 for 2023, in accordance with Section 5.3 of the “Intergovernmental Services Agreement for Lake Management and Water Quality Services” executed on June 26, 2022. All other terms and conditions of the agreement shall remain unchanged.

Sincerely,

Brett Gailey, *Mayor*
City of Lake Stevens

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Enterprise Master Lease Agreement for Light Duty Vehicles

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: The proposed budget includes \$140,000 for 2023.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Make a motion authorizing the Mayor to sign the attached Master Equity Lease Agreement (attached) for leasing light duty vehicles through Enterprise Fleet Management.

SUMMARY/BACKGROUND:

Generally, the city has not developed or maintained a vehicle replacement plan or program. As a result, vehicles tend to age as fleet vehicles until they have little value or require significant maintenance. This year the city developed a vehicle replacement plan that reduces maintenance liability, improves service and recovers some costs as vehicles are sold as surplus at a higher value. A contract with a vendor to lease and surplus vehicles will streamline vehicle replacement by reducing overhead costs associated with procuring and upfitting vehicles, and increase vehicle value at surplus.

The attached Master Lease Agreement with Enterprise will allow the city to lease between 10-14 vehicles in year one with surplus of 10 vehicles planned. Enterprise is a Sourcewell vendor, satisfying the competitive bidding requirements associated with this contract.

Council was briefed on the city's fleet replacement plan and leasing options during their regular meeting on October 18, 2022 and workshop on November 1, 2022.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Master Equity Lease Agreement - Government

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee’s funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR:	Enterprise FM Trust
By:	Enterprise Fleet Management, Inc. its attorney in fact
LESSEE: _____	Signature: _____
Signature: _____	By: _____
By: _____	Title: _____
Title: _____	Address: _____
Address: _____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Resolution 2022-15 Comprehensive Procurement Policy - Updates

Contact Person/Department: Barb Stevens, Finance

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

ADOPT: Resolution 2022-15 Amending the Comprehensive Procurement Policy No P-2-2018 - Update October 2022

SUMMARY/BACKGROUND:

The purpose of the Procurement Policy document is to implement the requirements of state and federal law with regard to procurement and bidding on public contracts for public works, goods, services, supplies and materials.

In May 2018, the City Council approved Resolution 2018-15 adopting policy P-2-2018 Comprehensive Procurement Policy. After adoption, further edits that enhanced clarity, provide greater consistency, and other minor non-substantive edits were determined to be necessary. Council approved Resolution 2018-20 in June 2018, that added a "Revisions" section that authorized the Finance Director to make minor, non-substantive, and/or procedural changes to Policy P-2-2018 without further approval of the council.

Many non-substantive changes are being proposed in this update that add clarity, definitions, procedures, and correct minor errors. A list of the changes can be found in the proposed updated policy along with previous changes listed by revision date.

The substantive changes being proposed ***as reviewed by the Council on November 1st***, were as follows:

- Increasing the Mayor and City Administrators approval limits from \$100,000 to \$250,000 for budgeted purchases and agreements. These would no longer need to come to City Council for additional approval.
- During a previous update, the Limited Small Works Roster Process for contracts under \$35,000 was erroneously removed. This process is being added back in.
- “Other Services” have been separated from Architect & Engineering Services as the City is not legally required to solicit bids for the “other services” such as Personal Services and Purchased Services. “Required” procurement procedures and thresholds have been removed, and thresholds listed are “recommendations” only. The Mayor or City Administrator may require bidding in line with the recommended thresholds.
- Per Council discussions, the staff reporting requirement for budgeted expenditures over \$10,000 has been removed throughout.
- Directors have been given authority to delegate their purchase limits to staff via written delegation to Finance
- Criteria for delegating Department Heads with the authority to sign contracts has been added. This is limited to contracts that are budgeted, under \$50,000, and are limited to a 1 year duration. Exclusions to this are Interlocal Agreements (ILA) and grant agreements which must be signed by the CA or Mayor.
- Additionally, language has been added to encourage the consideration of recycled materials and products made in the USA.

APPLICABLE CITY POLICIES:

LSMC 3.50; RCW 35A.40.210; RCW 35.22.060; RCW 39.04.155

ATTACHMENTS:

1. Resolution 2022-15 Comprehensive Procurement Policy
2. Draft Procurement Policy 2022

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

RESOLUTION NO. 2022-15

A RESOLUTION ADOPTING A COMPREHENSIVE POLICY FOR THE PURCHASE AND DISPOSITION OF GOODS, SERVICES, EQUIPMENT, SUPPLIES AND PROPERTY FOR THE CITY OF LAKE STEVENS; AND REPEALING RESOLUTION NO. 2018-20.

WHEREAS, on June 20, 2018, the City Council approved Resolution 2018-20 that adopted a Procurement Policy for the City of Lake Stevens which provided consistent procedures for all departments to procure good and services in compliance with state law for City operations and to award contracts for public works projects in compliance with state law applicable to non-charter option municipal code cities and repealed Resolution 2018-15; and

WHEREAS, the City Council directed staff to propose revisions for council approval that change the substance or intent of the Policy, and allow for the administrative approval of contracts without additional approval by the Council; and

WHEREAS, through regular review, edits that enhanced clarity, provided greater consistency, other minor non-substantive edits were made; and

WHEREAS, substantive edits that provide greater flexibility, update bid thresholds, increase City Administrator and Mayor approval limits, and allow for delegated signature and purchase authority were proposed by the administration as prudent and in the public interest; and

WHEREAS, the Lake Stevens City Council after review of the administrations proposed edits to Resolution No. 2018-20 has determined the policy adopted by Section 2 of this Resolution No. 2022-15 to be in the interest of efficiency, best practice and the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DOES RESOLVE AS FOLLOWS:

SECTION 1 – REPEAL. Resolution No. 2018-20, is hereby repealed for the reason that they are replaced by this Resolution.

SECTION 2 – ADOPT. Comprehensive Procurement Policy P-2-2018, is attached as Exhibit “A” and is hereby adopted and incorporated herein by this reference as though fully set forth herein.

SECTION 3 – REVISIONS. The Finance Director is hereby authorized to make minor, non-substantive, and/or procedural changes to the Policy P-2-2018 without further approval of the council. However, no changes to Policy P-2-2018 shall be made, without the City Council’s approval, that change or modify contract approval authority as set forth in municipal code, of changes that limit, modify, or amend any other process or procedures which currently requires the City Council’s approval.

PASSED by City Council of the City of Lake Stevens this 8th day of November, 2022.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney



POLICY NO.

P-2-2018

COMPREHENSIVE PROCUREMENT POLICY

ONE COMMUNITY AROUND THE LAKE

Updated October 8, 2022

City of Lake Stevens
Procurement Policy P-2-2018

Policy Effective: May 22, 2018

Revisions:

October 29, 2020:

- I P-2-2018 Procurement Policy Summary Table
 - Update Public Works – Minimal to ≤\$75,500/≤\$116,155 and update Approvals
 - Update Public Works – (Single) Day Labor to ≤\$75,500
 - Update Public Works – (Multi) Day Labor to ≤\$116,155
 - Eliminate Limited PW Process (Part of SWR – min 3 quotes) from \$10,000 - \$35,000
 - Update Public Works – SWR to ≤\$350,000
 - Update Public Works – Formal to >\$350,000
 - Update Public Works – Formal (if not using SWR) to >\$75,500/>\$116,155
- XII Purchase of Public Works Construction Activities - Public Works Table
 - Update Minimal Competition Threshold to \$0 - ≤\$75,500/ ≤\$116,155
 - Eliminate \$0 - \$34,999 Limited PW Process
 - Update SWR Process to ≤\$350,000
 - Update Formal Competitive Process to >\$350,000
- XII – A. City Labor Force – Update single and multi-craft amounts to ≤\$75,500/≤\$116,155
- XII – C. Small Works Roster – Update threshold amounts to <\$350,000
- XXIII Federal Award Standards Procurement Table
 - Updated for City Public Works thresholds

September 14, 2021:

- III – Services: Technology Systems and Services – removing reference to computers, tablets, and “off the shelf” software; these purchases are considered Materials, Supplies and Equipment.
- X – Controlled Commodities: Telecommunications and Data Processing –
 - Change reference from IT Manager to IT Department
 - Correct typographical error related to “competitive negotiation” process threshold from \$15,000 to \$150,000.

October 8, 2022:

- I P-2-2018 Procurement Policy Summary Table
 - Public Works
 - Increase Mayor/City Administrator Approval limits to \$250,000
 - Add Limited SWR Process (All or min 3 quotes) <\$35,000
 - Professional Services – Architect & Engineering
 - Removed Non-Professional Personal & Purchase Services)
 - Increase Mayor/City Administrator Approval limits to \$250,000
 - “Other Services” (Purchased, Personal & Professional other than A&E Services)

- Separate from Architect & Engineering
 - Remove requirement for competitive procurement procedures unless directed by Mayor or City Administrator
 - Updated *Recommended* Thresholds and Approvals
 - Direct Selection/Negotiation <\$50,000 – Department Head Approval
 - Informal (Solicit 3 Quotes) \$50,000 - \$250,000 – CA/Mayor Approval
 - Formal Bidding (Not Sealed) Request for Proposals >\$250,000 – Council Approval
- Purchasing (Non Public Works Related)
 - Increased Thresholds and Approval Limits
 - Direct Purchasing <\$50,000 – Department Head Approval
 - Informal (Solicit 3 Quotes) \$50,000 - \$250,000 – CA/Mayor Approval
 - Formal Bidding – RFB (Sealed or Not) >\$250,000 – Council Approval
- Added Federal Guidelines Section
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 - Updated *Recommended* Thresholds and Approvals
 - Direct Selection/Negotiation <\$50,000 – Department Head Approval
 - Informal (Solicit 3 Quotes) \$50,000 - \$250,000 – CA/Mayor Approval
 - Formal Bidding (Not Sealed) Request for Proposals >\$250,000 – Council Approval
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I. P-2-2018 PROCUREMENT POLICY SUMMARY TABLE

P-2-2018 Procurement Policy Summary Table					
Procurement Type	Requested (must be budget)				
	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
PUBLIC WORKS					
Public Works - Minimal Competition Process	≤\$75,500/ ≤\$116,155			X	
Public Works - (Single) - Day Labor	≤\$75,500		X		
Public Works - (Multi) - Day Labor	≤\$116,155		X		
Public Works - Limited Small Works Roster (All or min 3 quotes)	<\$35,000		X		
Public Works - Small Works Roster (All or min 5 quotes)	<\$350,000			\$250,000	>\$250,000
Public Works - Formal Bid Process	≥ \$350,000				X
Public Works - Formal (If Not using Small Works Roster)	> \$75,500/ >\$116,155			X	
Procurement Type	Requested (must be budget)				
	Thresholds	Staff	DH	CA/Mayor	Council
PROFESSIONAL SERVICES					
Architect & Engineer (RCW39.80)	Qualification Based			\$250,000	>\$250,000
Procurement Type	None Required By RCW - Recommended Only (must be budgeted)				
	Thresholds	Staff	DH	CA/Mayor	Council
OTHER SERVICES (Purchased, Personal & Professional other than A&E Services)					
Direct Selection/Negotiation	<\$50,000		X		
Informal (Solicit 3 Quotes)	\$50,000 - \$250,000			X	
Formal Bidding - (not sealed) Request for Proposals	>\$250,000				X
Procurement Type	Requested (when included in budget)				
	Thresholds	Staff	DH	CA/Mayor	Council
PURCHASING (NON PUBLIC WORKS RELATED)					
Purchasing - Direct Purchase	<\$50,000	<\$1,000	X		
Purchasing - Informal (Solicit 3 Quotes)	\$50,000 - \$250,000			X	
Purchasing - Formal Bidding - RFB (sealed or not)	>\$250,000				X
FEDERAL GUIDELINES (ONLY WHEN FEDERAL FUNDS ARE USED - MUST USE STRICTER GUIDELINES)	Public Works	A & E Services		Other Services	Purchasing
Micro purchase (competition not required)	<\$10,000	See thresholds above		<\$10,000	<\$10,000
Small Purchase Procedures		See thresholds above			
Sealed bids/ Competitive Bids	\$250,000	See thresholds above			
Notes					
paid.					
Public Works Contracts: Most contracts require retainage and bonds.					
Cooperative Purchasing: There is no requirement for competition when purchasing from State Contracts or other contracts covered by an interlocal agreement. However, for other than State Contracts, Finance needs to be consulted to assure compliance with RCW 39.34. Purchasing approval thresholds apply.					
Small Works Roster: May be used for public works projects less than \$350,000. Participating pre-qualified contractors in appropriate work category are notified of bidding opportunities. There's no need to advertise projects or have public bid opening. Council awards contracts over \$250,000. A limited PW Process may be used <\$35,000 in conjunction with the SWR.					
Purchasing Authority: Director may delegate purchasing authority limits to department staff by written delegation to Finance.					
Contract Signature Authority - Mayor and City Administrator may delegate contract signing authority to Department Heads if <u>ALL</u> of the following criteria are met:	1) Budget Purchase	2) ≤\$50,000	3) ≤1 year	4) Not an ILA	5) Not a Grant
Federal Funding: If any federal funds are used, including pass-thru grants/loans, please refer to the Federal Code of Conduct and Federal Award Standards sections of the Comprehensive Procurement Policy and follow the requirements set forth in the Federal Procurement table.					



Procurement Type	Requested (when included in budget)				
	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
PUBLIC WORKS					
Public Works - Minimal Competition Process	≤\$75,500/ ≤\$116,155			\$100,000	>\$100,000
Public Works - (Single) - Day Labor	≤\$75,500		X		
Public Works - (Multi) - Day Labor	≤\$116,155		X		
Public Works - Small Works Roster (All or min 5 quotes)	<\$350,000			\$100,000	>\$100,000
Public Works - Formal Bid Process	≥ \$350,000				X
Public Works - Formal (If Not using Small Works Roster)	> \$75,500/ >\$116,155			\$100,000	>\$100,000
Procurement Type	Requested (when included in budget)				
	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
PROFESSIONAL SERVICES					
Professional Services (Architect & Engineer) RCW39.80	Qualification Based			\$100,000	>\$100,000
Non-Professional (Personal & Purchase of Services)					
Direct Selction/Negotiation	<\$15,000			X	
Informal (Minimum 3 Quotes)	\$15,000 - \$100,000			X	
Formal Bidding - (not sealed) Request for Proposals	>\$100,000				X
Procurement Type	Requested (when included in budget)				
	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
PURCHASING (NON PUBLIC WORKS RELATED)					
Purchasing - Direct Purchase	<\$15,000	<\$1,000	X		
Purchasing - Informal (3 Quotes)	\$15,000 - \$150,000		\$50,000	>\$50,000	
Purchasing - Formal Bidding - Request for Bids (sealed or not)	>\$150,000			X	
Council Reporting: All purchases made and/or contracts executed over \$10,000 and less than Council approval threshold, must be reported to Council at their next Regular Council Meeting. These may be reported through "Department Report" or by other means.					
Cooperative Purchasing: There is no requirement for competition when purchasing from State Contracts or other contracts covered by an interlocal agreement. However, for other than State Contracts, Finance needs to be consulted to assure compliance with RCW 39.34. Purchasing approval thresholds apply.					
Small Works Roster: May be used for public works projects less than \$350,000. Participating pre-qualified contractors in appropriate work category are notified of bidding opportunities. There's no need to advertise projects or have public bid opening. Council awards contracts over \$100,000. A limited PW Process may be used ≤\$35,000 in conjunction with the SWR.					
Federal Funding: If any federal funds are used, including pass-thru grants/loans, please refer to the Federal Code of Conduct and Federal Award Standards sections of the Comprehensive Procurement Policy and follow the requirements set forth in the Federal Procurement table.					

~~VIII.~~II. OVERVIEW

Purpose: The purpose of this document is to implement the requirements of state law regarding procurement and bidding on public contracts for public works, goods, services, supplies and materials. It is the City's policy to follow state requirements regarding the expenditure of public funds, to provide a fair forum for those interested in bidding on public contracts and to help ensure that public contracts are performed satisfactorily and efficiently at least cost to the public, while avoiding fraud and favoritism in their award.

Controlling Laws: The expenditure of public funds for the purchase of and contracting for, goods, services, supplies and materials shall comply with all applicable state law requirements as set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable local and federal laws and regulations.

Monitoring and Compliance: The department heads shall implement, monitor and enforce these policies. In the event of any conflict in procurement requirements or questions about proper procedure or other requirements, the matter shall be referred to the Finance Director for further action. Willful or intentional violations of public procurement requirements may result in personal penalties, financial liabilities, and/or discipline. See RCW 39.30.020.

Proper Authorization: Only authorized employees acting within the scope of their authority may obligate the City in the acquisition of goods or services. Any employee purchasing goods on behalf of the City without proper authorization may be personally liable to the vendor and the City, and subject to disciplinary action.

~~IX.~~III. DEFINING THE NEED

Before determining the procurement method and approval authority, the type of purchase must be established. The major categories of purchases include:

Public Works: ([RCW 39.04](#))

Includes all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the City:

- Examples: demolition, remodeling, renovation, road construction, building construction, and utilities construction;
- Ordinary maintenance is not specifically defined in RCW 39.04 but is generally considered to include work not performed by contract and performed on a regular basis to service, check or replace items that are not broken;
- For purposes of prevailing wage requirements, public works includes ordinary maintenance when performed by contract.

Materials, Supplies and Equipment

Materials, supplies and equipment are considered tangible items which are manufactured and are moveable at the time of purchase. It is important to distinguish between materials, supplies and equipment used in public works contracts as opposed to non-public works contracts as different bidding requirements apply to each.

Examples: Office supplies, off the shelf software, hardware, trucks, copy machines, auto parts, gravel, janitorial supplies.

Services

Services are the labor, time, or effort of a human being. Distinguishing between services and public work is also important, as services may also have different bidding requirements. The City has four classifications of services:

➤ **Professional Services:**

Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion.

Examples: accountants, attorneys, consultants, graphic artists.

➤ **Architectural and Engineering Services (A&E Services):**

These services are to be acquired under the authority and procedures outlined in [RCW Chapter 39.80](#).

Examples: Engineers, land surveyors, architects, and landscape architects.

➤ **General Services/Purchased Services:**

All other service-related work that is not considered a public work or professional service. Most often these are routine in nature (i.e.: yearly, monthly, weekly, etc.)

Examples: Building maintenance, elevator maintenance, automotive services, and instructors.

➤ **Technology Systems and Services:**

Any technology hardware or software system purchase, or maintenance agreement.

Examples: Servers, annual licensing agreements, custom software, technology consulting.

Determining the Cost

Once a need has been defined, the estimated cost of the goods and/or services will generally determine what competitive selection process you will need to follow. Estimated costs for competitive bidding purposes must include:

- All construction related work (but not engineering/architectural design fees, as all A&E must be selected based on qualifications before cost is negotiated);
- All phases of the project;
- Any internal permitting costs of the project;
- All applicable sales and use taxes;
- [The full duration of a contract;](#)
- [Estimated need for like-kind items within the calendar year.](#)

The cost estimate should not include donated materials, labor, supplies, etc.

~~X~~.IV. PURCHASING CODE OF ETHICS

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to apply and give guidance to all employees so that they may conduct themselves in a manner which will be compatible with the best interest of themselves and of the City of Lake Stevens.

To instill public confidence in the award of public contracts and the expenditure of public funds, the City adopts the following code of ethics regarding public contracting:

- Actions of City employees shall be impartial and fair.
- Government decisions and policies shall be made in compliance with required procedures and within the proper channels of government structure.
- Public employment shall not to be used for personal gain, and City employees shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that would or could result in personal gain. Purchasing decisions shall be made impartially, based upon the City's specifications for the contract and the responses of those bidding on the contract.
- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. This conflict of interest extends beyond the individual employee, officer, or agent to include that individual's immediate family members, partner, and other employers.

~~X~~.V. PROHIBITED PRACTICES

- Collusion among bidders. Agreement or collusion among bidders or prospective bidders to either buy or sell in restraint of freedom of competition, be as agreement to bid a fixed price or otherwise, shall render the bids void. Such bidders may be subject to possible exclusion from future bidding with the City when determined by the City Administrator to be in the best interest of the City.
- Disclosure of Formal Bid Contents. Disclosure in advance of opening bids of any information contained in the sealed or formal bid made or permitted by a City Officer or employee may render each bid void by the City. Notwithstanding anything herein to the contrary, bids submitted by bidders taking advantage of any information revealed contrary to this section shall at once become null and void.
- Gratuities. Except for normal business and social courtesies, or donation publicly given and accepted, the acceptance of any gift or gratuity in the form of cash, merchandise or services of significant value by an official or employee of the City from any vendor or contractor in return for a commitment to continue or initiate a purchasing agreement is prohibited
- Employee-Owned Businesses. Generally, City goods or services shall not be obtained from businesses in which City officials, employees or their immediate

family members have a majority ownership interest except as allowable by RCW 42.23.030.

- Sale of Materials and Supplies. The City shall not use its purchasing power or lend its credit to acquire goods or services for any private party, nor shall the City sell its materials or supplies to City officials, employees, or the public except when said materials have been declared surplus and disposed of as provided herein
- Conflict of Interest. An employee is not to participate directly or indirectly in a procurement when they are aware of or know there is a conflict of interest.
- Solicitation of Donations. The City will not accept donations of materials or services in return for a commitment to continue or initiate a purchasing agreement
- Bid Splitting: Issuing several PO's or orders under the dollar limit or breaking a project into phases to avoid bidding is against state law. Combine the total of foreseen identical items purchased at the same time or similar items (or items that are used together) within a calendar years' time, in which the cost exceeds competition limits or when it is determined that volume discounts can be obtained by combining City wide usage (i.e. office supplies, laundry services, janitorial paper products, etc.)

All local governments in Washington are subject to the state's Conflicts of Interest statute ([Chapter 42.23 RCW](#)). Generally, municipal officers are prohibited from having financial interests in contracts made by or under the officer's supervision or for the benefit of their office. RCW 42.23.020(2) defines "municipal officer" rather broadly and basically means any city employee acting on behalf of the City. RCW 42.23.020(3) defines "contract" as including any contract, sale, lease or purchase.

Violating these rules can bring serious penalties, including monetary fines, nullification of contracts, and possible forfeiture of employment. Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult with Legal Counsel.

XII.VI. _____ SIGNATURE AUTHORITY

~~Department Heads DO NOT have the authority to sign contracts. Only the Mayor, or the City Administrator, as authorized designee, have certain delegated authority to sign contracts. See Definitions Section to determine what constitutes a "Contract".~~

The Mayor has ultimate signature authority for the City of Lake Stevens. As authorized designee, the City Administrator has authority to sign contracts, including Interlocal Agreements, up to \$~~100~~250,000 and approve all budgeted purchases without dollar limitation.

Department heads may sign a contract if it meets the following conditions:

- Budgeted purchase

- \$50,000 or less
- No more than one year in duration
- Not a funding source. Funding source contracts, such as grants, all need to be approved and signed by the City Administrator or Mayor.*
- Note: Interlocal/Intergovernmental Agreements (ILA) must be approved by Council and signed by the Mayor or City Administrator

*The Mayor, or City Administrator, may delegate short term revenue agreements to be signed by the Department Head or their designee. Example is off duty patrol assisting with traffic mitigation for a construction contractor.

~~XIV.~~VII. PURCHASE ORDERS & REQUISITIONS

Requisitions and Purchase orders are preferred for encumbering funds and determining budget prior to ordering goods or services, yet are not required by the City. Only Finance and select purchasers (as limited by system security set-ups) have the authority to produce Purchase Orders for the City of Lake Stevens. ONLY Finance has the authority to commit a Purchase Order within the system. If you need a hardcopy of a PO for any dollar amount, contact Finance and we will create one and email it to you.

~~XV.~~VIII. GRANT & FEDERAL FUNDING

Purchases made or work performed with Federal grant funds must follow the standards identified in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Title 2, Subtitle A, Chapter II, Part 200. See Federal Code of Conduct and Federal Award Standards sections for summary requirements.

Please note, the federal government does not recognize Washington State's Small Works alternative procedures or thresholds. **Do not use SWR procedures or thresholds if any federal funding is included or used.**

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract.

Please note that all grant applications, without limitation, must be signed by the Mayor. Additionally, all Federal grant reimbursement requests must be signed by the Mayor, designees are not permitted.

Prior to initiating any purchases or contracts with federal funds, the responsible administrator will document that the procurement complies with the requirements of RCW 57.08.050 and Uniform Guidance (note: the most restrictive procurement method will be used whether it be federal, state, or local law). A copy of the documentation shall be retained in the department files.

~~XVI.~~IX. INSURANCE/LICENSES/PREVAILING WAGES

When hiring anybody to do anything for the City, there are FOUR requirements that need to be met.

1. Certificates of Insurance

Before any contractor is allowed to work on City property (no matter the dollar amount of the work), contact City Clerk or Risk Management to determine if a Certificate of Insurance is required. If required, the contractor must furnish the City with a Certificate of Insurance, naming the City of Lake Stevens as primary & noncontributory **additional insureds with an additional attached endorsement**.

Certificates of Insurance are a complex issue, so please contact the City Clerk or Risk Manager to discuss Insurance Requirements and what the limits of coverage should be, according to how much risk is involved (Insurance requirements are determined by the City Risk Manager).

2. Responsibility Criteria for Contractors:

- Washington State Contractor's License/Federal Registration –It is unlawful for the City to hire anyone to do construction work on our property that does not have a valid State of Washington Contractor's License. You may look up a Contractor, Electrician or Plumber at: <https://fortress.wa.gov/lni/bbip/>
- Department of Revenue Business Records Database: <https://secure.dor.wa.gov/gteunauth>
- Verify Workers' comp Premium Status: <https://fortress.wa.gov/lni/crpsi/>
- Check for debarment: **State of Washington**
<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>

FEDERAL CONTRACTS - Federal Debarment:

It is unlawful to hire any firm to do business with the City that is not registered and in good standing with the US Government. You can check the status of an entity so see if they have been debarred at <https://www.sam.gov/portal/SAM/##11search>. Print out the resulting page (even if no records were found) and file it with your paperwork for audit. Please contact Finance if assistance is needed.

3. City of Lake Stevens Business License

A City of Lake Stevens Business License is also required for any business working inside the City limits. The vendor may contact the Department of Revenue at www.dor.wa.gov

4. Prevailing Wage Requirements

Chapter 39.12 RCW is the **Washington State Public Works Act**, also known as the Prevailing Wage Law. This law requires that workers be paid certain hourly wages for all public work and public service maintenance contracts, no matter what the dollar amount!

This Prevailing Wage law was enacted to protect the employees of contractors performing public works construction/maintenance from substandard earnings, and to preserve local wage standards.

The Department of Labor and Industries administers the law; the Attorney General prosecutes violators; and the State Auditor ascertains if our policies, practices and procedures meet the requirements of the law.

Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.

Any worker, laborer or mechanic performing public work must be paid prevailing wages. It does not usually apply to work that is clerical, executive, administrative or professional (grant funded projects may be an exception).

XVII.X. CONTROLLED COMMODITIES

The following items require approval from designated people. They are:

- Computers and related equipment, cell phones, fax machines, printers, scanners and copiers, software or systems - **IT Department**.
- Anything Technology Services is requested or required to install, connect, service, maintain or support – **IT Department**

New Procurement - Technology

The purchasing of hardware, software, licensing, and technical services carries a set of unique requirements, risks, and challenges.

Types of technology (IT) purchases:

Purchase Type	Definition	Taxable
Hardware	Purchase of computer hardware components.	Yes
Software- Off the Shelf w/Installation	Purchase of off-the-shelf software including installation. See <u>RCW 39.04.270</u>	Software – Yes Installation - No
Software – Customized	Purchase of software with programming and customization. See <u>RCW 39.04.270</u>	No
Annual Maintenance Agreements	Agreement to maintain City systems	Yes
Hosted Software (SaaS)	IT services and software provided in a hosted, or cloud, environment.	Varies
Technical/Professional Services	Professional services in support of hardware, software, and networks	No

Telecommunications and Data Processing

When purchasing telecommunications and data processing (computer) equipment or software costing above \$~~150~~250,000, the City may follow a “competitive negotiation” process as an alternative to the bid process. [RCW 39.04.270\(3\)](#) allows purchases through use of an alternative competitive negotiation process requiring, at a minimum, the following steps:

- A request for proposals (RFP) must be published in the newspaper of general circulation at least 13 days before the last date on which the proposals will be received.
- The RFP must identify significant evaluation factors, including price, and their relative importance.
- The City must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
- The award must be made to the qualified bidder whose proposal is “most advantageous” to the City. The City may reject all proposals for good cause and request new proposals.

Technology Software & Services – Competitive Process

Technology Systems and Services Purchases include any technology hardware or software system purchase or maintenance agreement.

Hardware/Software Annual Maintenance Agreements

There are two types of annual maintenance agreements:

Sole Provider

When annual maintenance of a City system is performed by the sole proprietor/vendor of that hardware/software, and there are no other maintenance providers available, a competitive process is not reasonable. For these situations, annual maintenance agreements are treated as standalone agreements (costs are not aggregated to the original purchase agreements).

If the first year of annual maintenance costs are included in the original purchase, the costs should be aggregated together, because we would not be paying for the annual maintenance without the purchase of the software. The reference to the annual maintenance costs should be included in the Council Agenda when Council approval is required.

Multiple Providers

When there are multiple maintenance providers available for a particular system, and competition clearly exists for the service, a quote or RFP process may be required depending on the dollar amount.

SaaS (Software as a Service) and Hosted Software Agreements

SaaS (Software as a Service) and Hosted Software agreements are IT services and software provided to the City in a hosted, or cloud environment, versus provided on the City's own computer infrastructure (e.g. servers and networks).

Because City data may be handled, accessed, or stored by the SaaS application provider, the security of this data is very important. It is imperative that IT be contacted prior to purchasing any SaaS product. In addition, these agreements may result in a long term solution for the City and a competitive process may be required regardless of initial cost.

When the department receives an invoice for annual (or periodic) payment, the invoice(s) will be processed through the typical invoice approval/process.

SaaS agreements are treated the same as other standard contract agreements.

XVIII.XI. PURCHASE OF MATERIALS, SUPPLIES, EQUIPMENT

Unrelated to Services, A&E or Construction/Public Work

It is the Department Heads responsibility to appoint who shall make purchases for their department on the City's behalf under the respective quote limits.

Only authorized purchases used to conduct City business, consistent with the City priorities and state and local laws that are within predetermined budgets, are allowed.

THRESHOLDS – (per calendar year for one or more identical, similar or like items, and items used in conjunction with one another):

PURCHASING		
\$ -0- to \$14,99949,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files solicit multiple quotes (phone* or written).	Staff may approve purchases up to \$1,000*; Department Directors may approve purchases up to \$49,999
\$1550,000 to \$150250,000	Solicit Obtain 3 Documented Quotes	Department Directors may approve purchases up to \$49,999; City Administrator/Mayor may approve all purchases

	<i>Phone quotes are acceptable up to \$35,000. Written quotes are required over \$35,000.</i>	
Over \$150,000	Formal Bid or RFP <i>Sealed bids may be required over \$250,000</i>	City Administrator/Mayor may approve purchases
Council approves purchases through the expenditure authorization process. City Council pre-approval is not required for <i>budgeted</i> purchases at any dollar amount. Department Directors are required to notify City Council of all purchases made above \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

*Phone quotes must be documented to demonstrate compliance. This would typically mean keeping a log of 1) Vendor, 2) Vendor rep you reached out to, 3) date, and 4) bid amount.

**Department Directors may delegate purchasing authority limits to department staff by written delegation to Finance.

All dollar limits include freight, handling, and set-up cost, plus appropriate sales tax. If there will be a trade-in, the dollar limit is of the gross purchase, not the net purchase after trade-in.

Local Business Open Accounts: The City may establish open accounts at local businesses, and purchases on these accounts may be made only by authorized City employees.

A. **HOW TO OBTAIN A VENDOR NUMBER**

Vendor numbers are assigned through the City's accounting software. Vendors must be in the system prior to making purchases. To create a new vendor, you must provide Finance with the vendor's completed W9. If the vendor is already in the system or is a City employee or a Board or Commission member, a W9 is not needed.

B. **PAYMENTS**

Specify where the vendor needs to send an invoice at time of the order. Utilize the city's mailing address or for electronic invoices, use the city's specified "invoicing" email address. **All questions regarding payments should be directed to the Finance Department's Accounts Payable staff.**

CITY CREDIT CARDS PURCHASES:

- **All procurement policies still apply**
- Cash advances are prohibited.
- Expenditures paid with a City credit card shall be made in the amount of actual expenditures.
- The Finance Director or designee shall serve as the custodian of the City's credit cards.

- Employee's not assigned a credit card and desiring to utilize a City credit card shall request the card through their Department Director. The Department Director shall request an additional account for the employee through the Finance Director.
- Any employee using the City's credit card to make a City purchase shall submit receipts for said purchases to the Finance Department the next business day that the employee is back in the office.
- **In no event, shall the City's credit card be used for the acquisition of alcohol or personal goods or services of any kind.**

PCARD (VISA): A PCard is an alternative way to make a payment, the use of which may be authorized by Finance. All procurement policies still apply.

C. **TRAVEL & REIMBURSEMENT POLICY: See - [PERSONNEL RULES AND POLICIES](#) [Travel Policy](#)**

D. **PROCEDURE TO OBTAIN QUOTES (\$~~1550~~,000 to \$~~150~~250,000):**

Department personnel may ~~obtain-solicit~~ phone quotes up to \$~~35~~50,000. Written quotes are required above \$~~35~~50,000.

- Department contacts three vendors for quotations. Be sure technical information defines acceptable quality and ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternative, **new quotes must be requested, using the alternate specifications.**
- The City will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- On-site demonstrations or delivery of preview/trial merchandise does not constitute a purchase. Competition may still be required.
- Document Quotes: Obtain freight pricing (FOB Destination), if not indicated by vendor. Include vendor contact information in case we need to get a hold of them.
- Vendor selection is made based on the recommendation of the requesting department personnel, considering price, quality and product availability. In addition, materials made in the USA and/or the use of recycled materials will be considered by the requesting department. To ensure fair

competition, selection criteria should have a pre-established weight for consideration and the vendor with the highest weighted score should be selected.

- Quote documentation is attached to purchase order or invoice and filed in Finance for auditing and document retention.

E. PROCEDURE FOR FORMAL BIDS or RFP's - Over \$~~150~~250,000:

Bids/RFP's are required whenever the cost of materials, supplies, equipment or *ordinary* services exceeds \$~~150~~250,000.

Responsibilities for the Bidding/RFP process are that of the Department. The responsibilities are as follows:

- Determine the need.
- Notify the Finance Department regarding any budget transfers to cover funding.
- Create technical specifications, bid package, and check for legalities.
- If selection criteria will include more than just the lowest responsible and responsive bidder (weighted criteria), then these criteria must be included in the advertisement for bid.
- Arrange pre-bid conference, if necessary to invite contractors to discuss bid requirements.
- Advertise the Bid
- Distribute bid packages to vendors and maintain accurate vendor records.
- *If Bids are Sealed: Conduct bid opening with Clerk.*
- *If not Sealed: Document bids and do not reveal the contents to other bidders until awarded.*
- Tabulate bids and verify responsiveness.
- **AWARD:** After bids have been opened, recommend award. Bid must be awarded for the most responsive bid (lowest bid or highest weighted score) from a responsible bidder. If recommendation for award is being made to anyone other than the low bidder (or highest weighted score), attach memo stating specific reasons why the low bid is not acceptable. RFP's are awarded to the vendor who scored the most points on predetermined criteria. Don't reveal status of your recommendation to the vendor.

F. COOPERATIVE PURCHASING

Bids and/or contracts by municipalities and cooperative organizations can be used to acquire goods and services. When using a cooperative option, we are, in essence,

“piggybacking” off of the original entity’s competitive process thus eliminating the need to perform our own.

Examples include the Washington State Department of General Administration and the Department of Information Services (DIS), which both offer existing contracts for goods and services that the City may use. The City pays an annual fee to the state for the ability to piggyback off of their contracts and encourages the use of these contracts whenever possible.

Other cooperating purchase options include, but are not limited to, Sourcewell (formally National Joint Powers Alliance (NJPA)), U.S. Communities, King County Cooperative, and Interlocal agreements with other governmental agencies.

The Competitive Process

#	Task	Action
1	Confirm the City has a signed Cooperative Purchasing Agreement/Interlocal Agreement with the municipality or agency.	Work with Finance. Execute agreement if necessary.
2	Review cooperative contract/ website for piggyback requirements	Work with cooperative agent.
3	Contact vendor to verify if vendor will honor the cooperative organization’s contract pricing	Obtain details regarding all aspects of purchasing including invoicing, availability, delivery, etc.
4	Contact vendor to place order	Place order and process invoice for payment.
5	Compile all bid, award, contract documents and save electronically for future audit	Documentation of compliance with State and City procurement policies

DEPARTMENT HEADS ~~NEED TO~~MUST MAINTAIN DOCUMENTATION IN THE DESIGNATED AREA DETERMINED BY THE FINANCE DIRECTOR IN ORDER TO DEMONSTRATE PROPER PROCEDURES WERE FOLLOWED WITHOUT EXCEPTION. ~~ANY~~RECORDS OF PURCHASES MADE THROUGH THE PICKYBACK MUST ~~ALSO~~-BE MAINTAINED IN THE SAME AREA.

Completing the Purchase

- State contracts include standard terms and conditions. When piggybacking off of a state contract, all of the state contract terms and conditions apply.
- Occasionally, the City may opt to change the state’s contract requirements which will require the City to utilize its own Goods & Services Contract identifying those requirements that are unique to the City’s purchase.

Approval Process

The use of a cooperative purchase allows the City to utilize another entity's competitive process, it does not change the authorized levels for procurement and approvals. The procurement and approval process will be determined by the purchase type, as defined in this manual.

POOR PERFORMANCE? When things go wrong, don't remain silent! Remember to **DOCUMENT!!** Even if you have had on-going problems with a vendor, we will have a very hard time canceling a contract or not awarding them a new contract, unless we have proper documentation of the problem.

~~XIX.~~XII. PURCHASE OF PUBLIC WORK CONSTRUCTION ACTIVITIES

Public Work is all work, construction, alteration, repair, maintenance or improvement that the City has performed or contracted. It includes, but is not limited to:

- Demolition
- Remodeling
- Renovation
- Painting
- Road Construction
- Utilities Construction
- Offsite prefabrication of ducts, liners & steel products for Public Work
- Production & delivery of gravel, rock, concrete & asphalt (to a construction site)

Dollar thresholds of when competition is required are summarized below. It is the Department Heads responsibility to appoint who shall order work for their department on the City's behalf under the respective quote limits.

Whenever feasible, the city encourages the use of recycled construction materials in compliance with a law that went into effect January 1, 2016 (SHB1695), use of recycled materials in construction aggregate and concrete materials.

THRESHOLDS FOR PUBLIC WORKS:

Public Works		
≤\$75,500(S) / ≤\$116,155 (M)	Below an agency's bid limits, competitive bidding is not required, and agencies may seek quotes directly from individual vendors. Prevailing Wage and Insurance still required!	Awarded/Approved by Mayor or City Administrator
≤\$350,000	Utilize " Small Works Roster " process as described in RCW 39.04.155 . <i>If not using SWR, formal competitive bidding is required for Single Craft over \$75,500, and for Multi Craft over \$116,155</i>	Up to \$100 250 ,000 Awarded/Approved by Mayor or City Administrator; More than \$100 250 ,000 City Council must award/approve
Over \$300 350 ,000	Formal competitive bidding is required as described in RCW 39.04 ; 35.23.352 .	Awarded/Approved by City Council

A. CITY LABOR FORCE

The City may use Public Work employees to perform and execute all projects not exceeding seventy-five thousand five hundred dollars (\$75,500) if more than one craft or trade is involved, or not exceeding one-hundred sixteen thousand one hundred fifty-five dollars (\$116,155) if a single craft or trade is involved. These projects include equipment, supplies, and labor costs. All projects conducted with City Labor Force must be documented in a list format for future audit.

B. ON-CALL/UNIT PRICED CONTRACTS

On Call (Work Order) Contracts (OC/WO Contracts) are bid and awarded without a specific public works project or scope of work in mind, but rather are categorized around general types of anticipated work or trades. When a specific scope of work is identified, individual work (or task) orders are authorized based on either a not to exceed time and materials basis or on a negotiated lump sum amount, using the unit prices bid by the contractor and the contractor proceeds to complete the work. Most typically, OC/WO Contracts are used for repair, renovation, and maintenance, of public facilities, all of which are included in the definition of public works in RCW 39.04.010. These contracts are typically on an annual basis, with optional renewals, (up to the maximum contract amount).

Bidding and approval thresholds apply toward the total "master" on-call contract amount. The [Department Head approves individual task/work orders up to the limit established in the contract up to \\$50,000. The](#) City Administrator approves individual task/work orders up to ~~\$100~~[250](#),000. ~~-with notification to City Council via City Council Agenda Packet.~~ Task/work orders exceeding ~~\$100~~[250](#),000 must be approved by City Council.

- OC/WO contracts should be limited to a total dollar amount over the life of the contract to an amount less than an agency's bid limits when possible.
- Requests for bids under an OC/WC contract should incorporate unit price and lump sum price bid items as much as is practical.
- Award of an OC/WO contract should be to a responsible contractor with the lowest total price based on the sum of the unit price and lump sum bid item extensions.
- Task orders (work orders) shall be completed by the Department for each new project.
- All other ~~publie~~public work requirements apply based on contract amount and on an individual task order basis.
- If the original unit/lump sum bid items will not cover work to be accomplished, new line items may be added by change ~~orders~~orders, or the work may be accomplished under a time and materials work order if the total contract amount will not be exceeded.

C. **SMALL WORKS ROSTER**

RCW 39.04 provides small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property. The Small Works Roster may be used for public works projects below three hundred fifty thousand dollars (\$350,000.00).

The Small Works Roster maintained by the Municipal Research and Services Center (www.mrscrosters.org) allows the City to evaluate the professional qualifications on file when a proposed project is scheduled. Use of the Small Works Roster allows the City to preclude the advertisement requirements of the formal competitive process.

Vendors/contractors selected from the Small Works Roster are not relieved from City's contract requirements.

- For contracts \$150,000 - \$350,000: If the City solicits bids from less than all the contractors listed under the appropriate category on the small works roster the City will notify the remaining contractors that quotations on the work are being sought. The City may notify the remaining contractors using any of the following options: publishing notice in a legal newspaper in general circulation in the area where the work is to be done; mailing a notice; or sending a notice by facsimile or other electronic means.
- For contracts < \$150,000: Proposals will be solicited from a minimum of five (5) qualified contractors in a specific category on the small work roster. If the roster includes less than five (5) qualified contractors, then all contractors for the category will be solicited.
- For contracts <\$35,000, a limited public works process can take the place of the SWM roster process. Electronic or written quotations will be solicited from a minimum of three (3) contractors on the small work roster.
- The contract must be awarded to the contractor submitting the lowest responsive

quote.

- Contract award and purchases over ~~one~~two hundred fifty thousand dollars (\$~~100~~250,000) requires approval and award of the City Council.

**D. PROCEDURE FOR “LIMITED PUBLIC WORK” per RCW 39.04.155(3)
(as part of Small Works Roster process) - ≤\$34,999**

For Limited Public Work (≤\$34,999~~K~~), contractors must be given a packet of information ahead of time with requirements about Responsible Bidder’s Criteria, Prevailing wage, Insurance, and some general protective clauses. (See Project Coordinator for Packet)

- Department utilizes Small Works Roster at www.mrscrosters.org to obtain vendor list (obtain sign in and password from Finance).
- Department solicits at least 3 informal bids (can notify all on roster).
- No advertisement required.
- Bid Bonds Optional.
- Payment/Performance Bonds Can Be Waived.
- Retainage Can Be Waived.
- Prevailing Wage Intents/Affidavits required.
- Insurance required.

E. PROCEDURE FOR COMPETITIVE BIDS - Over \$350,000 (Also applies to Single Craft projects over \$75,500 and Multiple Craft projects over \$116,155 if alternative SWR process is not used)

- Authorization Request. Request for authorization from City Administrator to call for bids is required except for items identified in the current approved budget. In special circumstances, the City Administrator may waive portions of the bid procedures. The “special circumstances” are limited to items where publication of bids may impinge on the safety of staff or City assets (ie: Drug Task Force vehicles).
- Publication of Notice. After authorization is received, the requesting department director or designee will publish the Call for Bids in the official newspaper or a newspaper of general circulation most likely to bring responsive bids at least fourteen (14) days prior to bid submittal deadline.
- Notice Contents. Call for bids should contain a summary of the project and a link to the full definite specifications and procedures for bidders to use to estimate their bids.
- Bid Submittal and Opening. Bids are submitted to the City Clerk, for date stamp and processing. Bid opening will be announced to the Mayor, City Administrator and department heads by department head or designee responsible for the project.
- Award of Bid. Except as otherwise provided herein, the City shall accept the bid of the lowest responsive bidder. Bid awards for contracts and purchases over ~~two~~one hundred fifty thousand dollars (\$~~100~~250,000) require award by the City Council.

- Award to other than Low Bidder. When the bid award is not given to the lowest bidder, or bidder with highest score, a statement of the reasons for not selecting the lowest bid, or highest score, shall be prepared by the responsible department head for the bid and submitted to the City Administrator and filed with the records relating to the transaction.
- Rejection of Bids. The City Administrator or designee may reject without cause any and all bids and may re-advertise for bids pursuant to the procedures herein described. If no bids are received, the City Administrator or designee may negotiate the purchase with a vendor at the lowest possible cost. If the negotiated bid exceeds the current approved budget, the bid will be brought before the City Council for approval of award.
- Performance Bonds. On public works projects a performance bond in an amount as determined necessary by the assigned responsible department head to protect the best interests of the City and to assure compliance of the contract.
- Retainage: [RCW 60.28.011](#) requires agencies to withhold up to 5% of the value of a public improvement contract, not including sales tax according to Department of Revenue [ETA 3024.2013](#), as retainage until the project is completed and the contract is accepted. This provides a financial incentive for contractors to finish a project, as well as a limited amount of financial protection for the involved parties.
- Retainage Bonds: Instead of having retainage withheld from the contract payments, a contractor may opt to submit a retainage bond instead covering any or all of the amount. Retainage Bonds are recommended for City of Lake Stevens projects.

F. DEPARTMENT RESPONSIBILITIES TO ENSURE PREVAILING WAGE LAW IS FOLLOWED:

- ***Prior to Getting an Estimate or a Quote*** – Notify vendor that they are to pay prevailing wages. More information may be obtained by the vendor from the Department of Labor and Industries). The list can also be obtained online at: www.lni.wa.gov/TradesLicensing/default.asp
- ***After a Vendor has been selected*** – The vendor is required to file a “Statement of Intent to Pay Prevailing Wages” with the Department of Labor and Industries PRIOR TO STARTING WORK. Most vendors file online at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

There is a fee that the Vendor will have to Pay L & I, and the completed Intents are also available online. **Note:** The vendor must insert the City Contract number in the contract number box on the Statement form.

- ***After the work is completed*** – The vendor must also file an “Affidavit of Wages Paid” with the Department of Labor and Industries. There is another fee that the Vendor will have to pay to L & I (**L & I has waived this for work <\$750.00**), and completed Affidavits are also available online. **Note:** The vendor must insert the City Contract number in the contract number box on the Statement form.

Final Payment must not be released until certified intents and affidavits have been received (and for contracts over \$35,000, Notice of Project Completion has been submitted to DOR, ESD, and L&I through Secure Access Washington (or other acceptable means) and releases have been received from all three agencies. Call Finance if you need help looking them up.

NOTE: PREVAILING WAGES FOR PROJECTS UNDER \$2,500

The City of Lake Stevens has the option to administer the intents and affidavits ~~ourselves~~, for projects under \$2,500 (including tax). **There is no filing fee to the vendor.** All combined intent and affidavit forms for the City must be submitted within 30 days by the Project Administrator.

G. CHANGE ORDERS

A purchaser's written authority to the supplier to modify or add to a purchase/project. Change orders are created by Department/Project designee.

The City Administrator may authorize individual change order increases up to 20% ~~and/or \$100250,000~~, whichever is less, over the amount of the originally approved contract. Change order must not increase total contract amount to more than the approved budget without Council approval. Change orders more than 20% ~~and/or \$100250,000~~, and/or those that cause the project to go over the budgeted amount, must receive pre-approval from City Council. Should a change order be required in the field, the Public Works staff person acting as project manager, may authorize the change if necessary. It must then be dually signed by the City Administrator in a timely manner. If the change order would cause the contract to go over budget or is more than a 20% ~~and/or \$100250,000~~ increase, the request must be pre-approved by Council and an amended contract may be necessary.

H. FINAL PROJECT ACCEPTANCE

The City Administrator is authorized to formally accept all projects as Final. The City Administrator may discretionarily defer any final project acceptance to City Council for approval.

~~XX.~~XIII. PURCHASE OF ARCHITECT AND ENGINEERING SERVICES

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price (see RCW 39.80.050). The City will negotiate a contract with the most qualified firm at a price which the City determines is fair and reasonable. In making its determination, the City shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the City is unable to negotiate a satisfactory contract with the firm selected at a price the City determines to be fair and reasonable, negotiations shall be ~~terminatedterminated~~, and the City shall begin negotiations with the next highest qualified firm. These services are to be acquired under the authority and procedures outlined in chapter RCW

39.80. Procedures set forth in RCW 39.80 shall be followed for contracts for architectural and engineering services.

The City may use MRSC Consultant Roster for architectural, engineering, and surveying services.

THRESHOLDS FOR ARCHITECT AND ENGINEERING SERVICES:

Architect and Engineering Services	
\$ - 0 to <u>\$25100,000</u>	Awarded/Approved by Mayor or City Administrator
Over <u>\$25100,000</u>	Awarded/Approved by City Council

~~XXI~~.XIV. PURCHASE OF ORDINARY OR “PURCHASED” SERVICES

“Ordinary/Purchased Services” are those provided by vendors for routine, necessary and continuing functions of a local agency, mostly relating to physical activities. **There are lots of ordinary services that require prevailing wages - - Check with L&I.**

Repetitive, routine, or mechanical in nature - following established or standardized procedures

- Contribute to the day-to-day business operations
- Completion of assigned and specific tasks,
- Decision-making is routine or perfunctory in nature.
- May require payment of prevailing wages

Examples include:

- Delivery/courier service
- Building maintenance (janitorial)
- Landscaping
- Herbicide application service
- Vehicle inspection, lubricating and repair services
- HVAC system maintenance service (without repair)

THRESHOLDS FOR ORDINARY OR “PURCHASED” SERVICES (Recommended):

There is not a state law requiring competition when procuring Purchased Service, however it is at the City Council’s discretion to direct. It is recommended that the thresholds be followed below, but not required (unless paying for services with federal funding). The City Administrator or Mayor may require certain purchases follow the competitive thresholds.

PURCHASE OF ORDINARY OR “PURCHASED” SERVICES		
\$-0 - to <u>\$14,999</u> <u>49,999</u>	Competition is not required. Department is encouraged to <u>determine price is fair and</u>	<u>City Administrator/Mayor awards and approves yet, D</u> <u>Department Heads may award and approve up to \$50,000 if</u>

	reasonable and document in department files. obtain multiple quotes (phone or written quotes).	contract meets criteria as established under the Signature Authority section. Otherwise, the City Administrator/Mayor awards and approves
\$15,000 \$5,000 to \$100,250,000	Solicit Obtain 3 Written Quotes. Quotes only need to be solicited for anything under \$50,000. Solicitation of v	City Administrator/Mayor award and approve
Over \$100,250,000	Formal RFP -May be Sealed or Not-	City Council award and approval
Department Directors are required to notify City Council of all services purchased over \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

XXV.XV. PURCHASE OF PROFESSIONAL SERVICES

“Professional Service Contract” means an agreement with an independent contractor for providing professional services to the City.

There is not a state law requiring competition when procuring Professional Service Contracts, however it is at the City Council’s discretion to direct. ~~On call contracting may be used for all type of professional services. A minimum of three quotes must be solicited for Professional Services estimated between \$15,000 and \$100,000. An RFP/RFQ process is required when the total cost in a calendar years’ time exceeds \$100,000. The City may use MRSC Consultant Roster for professional services. It is recognized professional services can vary widely depending on the need and scope. In addition, professional services may require trust and confidentiality between the vendor and City and therefore competitive purchasing of professional services may not be in the City’s best interest. Therefore, competition is recommended but not required. However, the Mayor or City Administrator may over-ride/override the department head and require competitive pricing.~~

The Risk Manager and Attorney must review and the City Administrator or Mayor must sign all Professional Service Contracts, ~~regardless of dollar amount in accordance with the previously stated Authorization levels set forth below.~~

Examples include:

- ~~○ Legal Services~~
- ~~○ Management Consulting~~
- ~~○ Accounting and Auditing~~
- ~~○ Real Estate Broker~~ **if said contracts deviate from the approved contract template.**

THRESHOLDS FOR PROFESSIONAL SERVICES (Recommended Only d— Unless Federally Funded funds are used):

PURCHASE OF PROFESSIONAL SERVICES		
\$ -0 - to \$1449,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files. obtain multiple quotes (phone or written quotes)	City Administrator/Mayor awards and approves yet, Department Heads may award and approve up to \$50,000 if contract meets criteria as established under the Signature Authority section. Department Heads may award and approve up to \$50,000 if contract meets criteria as established under the Signature Authority section. Otherwise, the City Administrator/Mayor awards and approves City Administrator/Mayor award and approve
\$1550,000 to -- \$100250,000	Solicit Obtain Solicit 3 Written Quotes. Quotes only need to be solicited for anything under \$50,000. Solicitation of v3 Written Quotes	City Administrator/Mayor award and approve
Over \$100250,000	Formal RFP -May be Sealed or Not-	City Council award and approve
Department Directors are required to notify City Council of all services purchased over \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

XXVI.XVI. PURCHASE OF PERSONAL SERVICES

A "Personal Service Contract" is an **employment contract** with an independent contractor for providing personal services to the City. Personal Service means hiring a consultant to provide professional or technical expertise to accomplish a specific study, project, task or other work statement according to RCW [39.29.006](#).

A minimum of three quotes must be ~~solicited~~ ~~obtained~~solicited for ~~Professional~~Personal Services estimated between \$~~1550,000~~ and \$~~100250,000~~. An RFP/RFQ process is required when the total cost in a calendar years' time exceeds \$~~100250,000~~. The City may use MRSC Consultant Roster for professional services.

The Risk Manager and Attorney must ~~review~~review, and the City Administrator or Mayor must sign all Professional Service Contracts if said contracts deviate from the approved contract template.

~~The Risk Manager and Attorney must review, and the City Administrator or Mayor must sign all Personal Service Contracts, regardless of dollar amount in accordance with the Authorized levels set forth below.~~

~~Examples include:~~

- ~~○ Artistic Designs~~
- ~~○ Class Instructions for Parks Department Activities~~

THRESHOLDS FOR PERSONAL SERVICES (Recommended):

There is not a state law requiring competition when procuring Purchased Service, however it is at the City Council's discretion to direct. It is recommended that the thresholds be followed below, but not required (unless paying for services with federal funding). The City Administrator or Mayor may require certain purchases follow the competitive thresholds.

PURCHASE OF PERSONAL SERVICES		
\$ -0- to \$1449,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	City Administrator/Mayor award and approve <u>City Administrator/Mayor awards and approves yet, Department Heads may award and approve up to \$50,000 if contract meets criteria as established under the Signature Authority section. Department Heads may award and approve up to \$50,000 if contract meets criteria as established under the Signature Authority section. Otherwise, the City Administrator/Mayor awards and approves</u>
\$1550,000 to \$100250,000	Obtain Solicit 3 Written Quotes. Solicit Solicitation of v3 Written Quotes	City Administrator/Mayor award and approve <u>al</u>
Over \$100250,000	Formal RFP -May be Sealed or Not-	City Council award and approve <u>al</u>
Department Directors are required to notify City Council of all services purchased over \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

~~XXX.XVII.~~ HOW TO LEASE

1. Bids are *not* required on equipment leases, ~~however Legal must review and the City Administrator must approve all equipment leases.~~
 - a. ~~Legal Review~~ - Send to Legal for review.

~~b.a.~~ Fiscal Approval - Review proposals with the Finance Dept. prior to budgeting the expense. Lease-to-own purchases are to be budgeted and accounted for as if the total expense is to be incurred when the item is purchased.

~~c.b.~~ Lease Approval - City Administrator must approve all Equipment Leases over \$50,000 and/or more than 1 year in duration. City Administrator and may opt to send lease to Council for approval if ~~he~~so desireds.

2. A lease of property (equipment) with **option to purchase** that is valued at more than \$~~15~~50,000 is subject to competitive bidding. See “purchasing” thresholds for bidding requirements.

3. Lease vs. Rent: Leasing is generally used for mid to long-term contracts. Renting is usually a short-term solution that is more casual and can be approved by the Department Head.

~~3.4.~~ All lease agreements need to be provided to the finance department for proper analysis of any reporting standards required.

~~XXXI.~~ XVIII. EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS

- **Sole Source Vendor.** Purchases which by their nature are not adapted to competitive bidding, such as items which, as to meet a specific need or criteria as determined by the City, may only be purchased from a single source, shall not be subject to the competitive bidding requirements of this policy. Purchases above the threshold requiring multiple quote or bids, from a sole source vendor require prior approval of the City Administrator or designee. Follow procedures for declaring Sole Source.
- **Repair and Ordinary Maintenance.** Purchases for ordinary maintenance, repairs, or additions to City equipment which may be more efficiently added to by a certain person or firm, shall not be subject to the competitive bidding requirements of this policy.
- **Purchasing Involving Special Facilities or Market Conditions.** The City Administrator may waive established bidding requirements if an opportunity arises to purchase ~~favorably-priced~~favorably priced equipment at an auction, or supplies or used goods that will be sold before the City can conduct the bid process when over bid thresholds. Written documentation of the special condition must be prepared for justification of the purchase and waiver of bidding requirements and approved by Council via Resolution. Market conditions can also mean lack of competition. For example, during the COVID pandemic certain items were of short supply and sometimes were unavailable for several years. If there is reasonable evidence that formal bidding would be futile due to market conditions and lack of potential competition, this can be seen as an exception due to market conditions. Other unforeseeable circumstances may arise that are not explicitly addressed, but if there is reasonable evidence and documentation to show competition would be futile, other circumstances may meet this requirement.
- **Purchase of insurance or bonds**

- **Surplus Property.** The City may by agreement acquire surplus property from another government without the use of bids (RCW 39.33.010).
- **Inter-local Agreements in Letting of Contracts for Commodities or Services (Piggybacking).** RCW [39.34.030](#) permits governmental agencies to utilize other entities' contracts without going to bid. Contact Finance to determine if interlocal purchasing is feasible for your department's particular need. The following criteria must first be met:
 - There must be an Interlocal Agreement, approved by Council and/or Mayor, and signed by both parties, on file with the City Clerk.
 - It must be a current contract with interlocal language included.
 - It must have been advertised on the entity's web page and competitively bid.
 - The government entity, and the vendor, must be willing to share their contract pricing.
 - A complete copy of the contract must have been reviewed by Finance.
 - Department will set up a bid file, as directed by the Finance Department, and track as if it were our own bid process.
- **Emergency Purchases.** In the event of an emergency, the City Council, City Administrator or designee may declare an emergency situation exists, waive competitive bidding requirements, and award necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or designee and duly entered of record no later than two weeks following the award of the contract.
- **Real Property.** Acquisition of real property is exempt from the competitive bidding requirements of this policy. Upon approval of the City Council, the City Administrator may proceed to acquire real property through negotiation. Such negotiations shall be based upon an independent fee appraisal of the property. The City shall not pay more than fair market value for real property without prior Council approval. If the property is acquired in part or in whole with Federal Funds, such acquisition shall additionally comply with the Uniform Real Property Acquisition and Relocation Assistance Act of 1970, as amended.

~~XXXII.~~XIX. HOW TO DECLARE A SOLE SOURCE (or Single Source):

FINANCE DEPARTMENT INVOLVEMENT REQUIRED. On a case by case basis, the bid or quote requirement may be waived and a sole/single source purchase approved, in accordance with [RCW 39.04.280](#). There should be careful deliberation before going to a sole/single source as this type of purchase eliminates competition and tends to drive prices up.

[This typically requires a two-step process. A "sole/single source" references a supplier, a "sole product" references a specific type of product. The City must FIRST document the reasoning for a sole product. Once we document a sole product, then it must be determined if the product is only provided by one supplier and documentation must be retained to determine how that supplier meets the sole/single source criteria below.](#)

Authority to Approve Sole/Single Source Purchases

City Administrator or Mayor..... \$~~1550~~,000 to
\$~~150250~~,000

City Council..... Over
\$~~150250~~,000

A **sole** source is where there is only ONE supplier of the product or service. A **single** source is where the vendor is “one vendor amongst others”, when other competitive sources may be available.

A sole/single source purchase may be approved if one or more of the following conditions are met:

- **Standardization or compatibility** to existing City standard or to existing equipment, inventory, systems, data, programs or service. Must be evaluated for cost benefit and/or safety.
- **Licensed or patented** product with only one dealer (and the license or patent is paramount to your procurement).
- **Only** authorized Service Provider, Repair and/or Warranty Services, e.g. warranty may be negated if you let someone else work on it.
- **Unique design:** Requires unique features that are essential, aesthetic requirements, or not practical to match to existing design or equipment. Document the unique specifications that are needed, which will drive the research in finding a product that fits the specific needs of your department.
- **Special Market conditions:** Can be used to purchase items at auction (RCW [39.30.045](#)) or other items that are offered at a very favorable price and will be sold before an entity will have a chance to complete the bidding process (e.g. a flood is coming and you must obtain sandbags immediately) or perhaps funds must be expended immediately, or there is a critical delivery date.

NOTE: Any sole/single source utilizing **Federal Grant money** must also include 1) Written responsibility determination for the successful contractor and; 2) Basis for contract price (**Cost Price Analysis**). Each Grantee must evaluate and state its justification for the contract cost or price.

~~XXXIII.XX.~~ DISPOSAL OF SURPLUS PROPERTY (Reference LSMC 2.92)

Upon recommendation of a Department Head, property with an estimated value under \$15,000, may be declared surplus by the Mayor or City Administrator as designee, or by City Council for property with an estimated value of \$15,000 or greater, upon one or more of the following criteria:

- The City has or soon will have no foreseen practical and efficient use for the property.
- The purpose served by the property can be accomplished by use of a better, more effective or more efficient alternative.

- The purpose serviced by the property no longer exists as determined by a change of policy evidenced by an ordinance or resolution of the City Council.
- The property is damaged, worn out, otherwise inoperable and the cost of repairing the same is unwise or impractical
- If the value of the property, the City is seeking to surplus is greater than \$50,000, then pursuant to [RCW 39.33.020](#) a public hearing is required.
- Additionally, RCW 35.94.040 requires that a public hearing be held if property (real estate or personal property) originally purchased for utility purposes is no longer needed for that use and the city desires to lease, sell or convey the property. A hearing is required regardless of the value of the property.

~~XXXIV~~.XXI. TRADE-INS

Trade-Ins are allowed on new purchases if approved by Finance in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Department, and declared surplus ahead of time (~~through Finance~~) by the Mayor, or City Administrator as designee, if under \$15,000 and City Council if over \$15,000.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.Ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmonds.com, Kelley Blue Book, or NADA. www.govdeals.com is a good place to find auction results for comparable products.

~~XXXV~~.XXII. FEDERAL CODE OF CONDUCT

PURPOSE -- The purpose of the Code of Conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION -- This Code of Conduct applies to all elected officials, employees or agents of the City of Lake Stevens engaged in the award or administration of contracts supported by federal grant funds

REQUIREMENTS -- No elected official, employee or agent of the City of Lake Stevens shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The City employee, elected official, or agent; or
- Any member of their immediate family; or
- Their partner; or

- An organization which employs, or is about to employ any of the above.

The City of Lake Stevens's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors.

REMEDIES -- To the extent permitted by federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the City of Lake Stevens's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

~~XXXVI.~~ XXIII. **FEDERAL AWARD STANDARDS**

PURPOSE

Establish and maintain internal controls that provide reasonable assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City of Lake Stevens will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by The Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book) and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control – Integrated Framework Principles.

INTERNAL CONTROLS

The City of Lake Stevens will maintain effective internal control over the Federal award providing reasonable assurance that the City of Lake Stevens is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

CERTIFICATION

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who

is authorized to legally bind the non-Federal entity, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

ADVANCE PAYMENTS AND REIMBURSEMENTS

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City of Lake Stevens whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

- Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City of Lake Stevens to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
- The City of Lake Stevens shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

ALLOWABLE COSTS

Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute;

- Be necessary and reasonable for the performance of the Federal award;
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items;
- Be consistent with policies and procedures that apply uniformly to both Federally- financed and other activities of the City of Lake Stevens;
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.;
- Not be included as cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period;
- Be adequately documented.

PROCUREMENT

When procuring property and services under a Federal award, the City of Lake Stevens will follow 2 CFR §200.318 General procurement standards through §200.326 Contract provisions or City of Lake Stevens purchasing procedures whichever is more restrictive.

Contracts for more than the simplified acquisition threshold currently set at \$~~150~~250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract ~~terms, and~~terms and provide for such sanctions and penalties as appropriate.

Contracts and sub-grants of amounts in excess of \$~~150~~250,000 requires that the City of Lake Stevens will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Verify and document that vendors are not suspended or debarred from doing business with the Federal government. Federal guidelines require grant recipients to ensure vendors with contracts or purchases exceeding \$25,000 are not suspended or debarred from participating in federal programs. All City purchases and contracts issued from federal resources that exceed \$25,000 are subject to these guidelines.

Before initiating any purchases or contracts with federal funds that exceed, or **may potentially exceed \$25,000 within the fiscal year**, the responsible administrator shall verify that the vendor is not listed on the System for Award Management (SAM) Exclusion list by checking at <https://www.sam.gov/portal/SAM/##11>. If the vendor is listed on the EPLS the administrator shall not complete the purchase or contract with the vendor. If the EPLS shows no records for the vendor, print the screen, retain a copy in the department files and proceed to process a requisition.

NOTE: Washington State Department of Enterprise Services (DES) does not check for suspension or debarment on State bid contracts.

SIMPLIFIED ACQUISITION ~~Treshhold~~THRESHOLD (SAT)

If a purchase will exceed the SAT, the responsible department must perform and document a cost price analysis PRIOR to formal bidding.

SINGLE AUDIT ACT

The City of Lake Stevens, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501 as well as all applicable Federal and State statutes and regulations.

CLOSURE

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

The following table outlines procurement requirements when using Federal funds.

Procurement Method	Goods	Services
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Micro-Purchase – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.	<i>Must use more restrictive</i> \$3,500 <u>10,000</u> federal threshold (\$2,000 in the case of acquisition for construction subject to the Davis-Bacon Act)	<i>Must use more restrictive</i> \$3,500 <u>10,000</u> federal threshold (\$2,000 in the case of acquisition for construction subject to the Davis-Bacon Act)
Small Purchase Procedures (Informal) – Obtain/document quotes from a reasonable number of qualified sources (at least three).	\$15 <u>10</u> ,000 - \$150 <u>250</u> ,000 (Non-Public works projects) ≤\$75,500 (Single trade PW) ≤\$116,155 (Multi trade PW) <i>Must use more restrictive City threshold instead of</i> \$150 <u>250</u> ,000 Federal threshold	\$15 <u>10</u> ,000 - \$100 <u>250</u> ,000 (Non-Public works projects) ≤\$75,500 (Single trade PW) ≤\$116,155 (Multi trade PW) <i>Must use more restrictive City threshold instead of</i> \$150 <u>250</u> ,000 Federal threshold
Sealed Bids / Competitive Bids (Formal)	\$150 <u>250</u> ,000 or more (Non-Public works projects) ≥\$75,500 (Single trade PW) ≥\$116,155 (Multi trade PW) <i>Must use more restrictive City threshold instead of</i> \$150 <u>250</u> ,000 Federal threshold	\$100 <u>250</u> ,000 or more (Non-Public works projects) ≥\$75,500 (Single trade PW) ≥\$116,155 (Multi trade PW) <i>Must use more restrictive City threshold instead of</i> \$150 <u>250</u> ,000 Federal threshold
Competitive proposals	Used when conditions are not appropriate for the use of sealed bids. • Must publicize request for proposals soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Contract must be awarded to the responsible firm whose proposal is most advantageous to the program	
Non-competitive proposals	Appropriate only when: • Available only from a single source; or • Public emergency; and • Expressly authorized by awarding or pass-through agency in response to written request from the City of Lake Stevens; or • After soliciting a number of sources, competition is deemed inadequate.	

XXXVII.XXIV. _____ DEFINITIONS

Adequate Appropriation Balance -- Sufficient balance existing in the appropriation line item against which the purchase order is to be charged.

Appropriation -- City Council authorization to expend funds for a specific purpose

As Is -- A term indicating that goods offered for sale are without warranty or guarantee. The purchaser has no recourse on the seller for the quality or condition of the goods.

Bid -- A written proposal submitted by a bidder to furnish supplies, materials, equipment and other property in conformity with the owner's specifications and conditions included in a request for bids by the City.

Bidding -- Procedure used to solicit quotations on price from various prospective providers of supplies, materials, equipment, and other property.

Budget -- A legal planning document that forecasts the financial resources of a government and authorizes the spending of those resources for a fiscal period.

Budget Amendment -- A mechanism used to revise the legally binding appropriations of budgeted funds.

Budget Adjustment -- A mechanism for the Finance Director to transfer legal appropriations within a fund. Legal appropriations are not budgeted by line item, so City Council approval is not required. ~~City Council must be notified of adjustments of more than \$10,000 per item.~~

Capital Equipment -- Equipment of the City having an initial value of five thousand dollars (\$5,000.00) or more and an estimate useful life of more than three years (3) year.

Cash Discount -- A discount offered to the City to encourage payment of an invoice on or before its due date.

Change Order -- A purchaser's written authority to the supplier to modify or add to a purchase/project

Contract -- A contract is a legally binding and enforceable agreement between two or more parties stating the terms and conditions for an exchange of something of value (usually money, goods, or services) between the parties. A contract can take many different forms, ranging from major, heavily negotiated written contracts to a simple PO or telephone order for goods or services. Legal Counsel should be contacted if there is uncertainty as to the need for a written contract and how to go about it. Only the Mayor and City Administrator, as designee, of the City of Lake Stevens have the authority to sign contracts UNLESS they have delegated their authority over to an individual ~~when certain criteria is met~~ via approved Resolution.

Controlled Commodity -- Items which may fall under the quote dollar limit that require approval from designated people, i.e. office products, communication equipment and computer equipment.

Emergency -- Unforeseen circumstance beyond the control of the City that (a) present a real, immediate threat to the proper performance of the essential functions; and/or (b) may result in material loss, damage to property, bodily injury, or loss of life, if prompt action is not taken.

Expediting -- Attempt to reduce the contractually agreed upon delivery time of a product.

Final Project Acceptance -- Formal acceptance that the work on a project is complete. Needed prior to completed Notice of Completion and triggers dates for release of bonds, etc.

Ordinary Maintenance -- The furnishing of labor, time, or effort by a contractor or vendor not performed by contract and that is performed on a regularly scheduled basis, to service, check, or replace items that are not broken; or work performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary, and not involving the delivery of any specific end product, other than reports that are incidental to the required performance

Payment Discount -- See Cash Discount.

Personal Service Contract -- An employment contract with an independent contractor for the rendering of personal services to the City. ~~The Mayor or City Administrator, as designee, must sign all Personal Service Contracts. Only the Mayor and City Administrator, as designee, of the City of Lake Stevens have the authority to sign contracts UNLESS they have delegated their authority over to an individual when certain criteria is met.~~

Prevailing Wage Rate -- The rate of hourly wage, usual benefits, and overtime paid in the locality, to the majority of workers, laborers, or mechanics, in the same trade or occupation; required to be paid on all public work and public building service maintenance contracts.

Professional Service Contract -- An agreement with an independent contractor for the rendering of professional services to the City. The City does not provide direction to the provider. The City states a goal and objective and the provider, under his own direction, accomplishes the goal.

Public Work -- A project including all work, construction, alteration, repair or improvement other than ordinary maintenance executed at the cost of the City.

Purchase Order (PO) -- Official document used in authorizing the encumbrance of City funds toward a purchase.

Request For Proposals -- Similar to the formal bid process, except that factors other than price are used to award the contract.

Requisition -- A standard form providing detailed information as to quantity, description, estimated price, possible vendors, fund account, signature and other information necessary to make a purchasing decision.

Responsible Bidder -- Contractor, supplier, or vendor ~~that substantially meets the following criteria as determined by the responsible Director of the purchase, qualified on the basis that it~~ (1) has adequate financial resources to perform a contract, (2) is able to comply with the associated legal or regulatory requirements, (3) is able to deliver according to the contract schedule, (4) has a history of satisfactory performance, (5) has good reputation regarding integrity, (6) has or can obtain necessary data, equipment, and facilities, and (7) is otherwise eligible and qualified to receive award if its bid is chosen.

Sealed Bid (Formal Bid) -- An advertised solicitation for a requirement in which the cost exceeds the bid limit. The bids are opened during a public opening.

Simplified Acquisition Threshold -- The dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

Small Works Roster -- A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster kept by the local

government agency, or a contracted service agency, in which price is the primary basis for consideration and contract award.

Specification -- A clear, complete, and accurate statement of the technical requirements descriptive of a material, an item, or a service.

Standardization -- When it is necessary to standardize to one type of item because of uniformity or interchangeable parts issues. Authorization for standardization is obtained from [PurchasinFinance.g](#)

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Ordinance 1148 - 2022 Budget Amendment No. 2

Contact Person/Department: Barb Stevens, Finance

Budget Impact: Yes

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

ADOPT: Ordinance 1148 Amending Budget Ordinances 1128 and 1138 and including changes to the Organizational Chart.

SUMMARY/BACKGROUND:

Throughout the year, the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award. Amendments are being proposed to revenue and expenditure line items throughout the funds. Proposed amendments are based on changes in estimates, or other obligations related to grants, previously approved projects or new requests.

No changes have been made since being presented to the Council on November 1st, 2022.

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2022 Original Budget - 1128	\$54,086,749	\$46,904,086	\$48,321,165	\$52,669,670
Budget Amendment #1 - 1138	\$0	\$421,694	\$17,901,008	(\$17,479,314)
Budget Amendment #2 - 1148	\$0	\$4,857,015	\$3,486,095	\$1,370,920
Totals	\$54,086,749	\$52,182,795	\$69,708,268	\$36,561,276

Fund #	Fund Name	Change in Beginning Balance	Change in Resources	Change in Expenditures	Change in Ending Balance
001	General	\$0	\$1,275,829	\$125,860	\$1,149,969
101	Street	\$0	\$0	\$46,000	(\$46,000)
301	Cap. Proj.- Dev. Contrib.	\$0	\$0	\$40,000	(\$40,000)
303	Cap. Imp.- REET	\$0	(\$429,200)	(\$536,200)	\$107,000
304	Cap. Improvements	\$0	\$428,210	\$515,250	(\$87,040)
307	Infrastructure Capital Project	\$0	\$2,800,000	\$2,800,000	\$0
410	Storm and Surface Water	\$0	\$390,454	\$1,200	\$389,254
510	Equipment Fund - Computers	\$0	\$251,680	\$251,680	\$0
520	Equipment Fund-Police	\$0	\$140,042	\$242,305	(\$102,263)
	Total	\$0	\$4,857,015	\$3,486,095	\$1,370,920

Staffing

The following staffing amendments have been made to the 2022 Organizational Chart throughout the year (as previously brought before the Council):

Reclassifications

- PW Surface Water Division (July 2022)
 - Surface Water Management Coordinator to Surface Water Coordinator
 - Engineering Technician - Surface Water to Surface Water Specialist
 - Engineering Technician - Storm (Field Tech) to Surface Water Field Technician
- IT Department (June 2022)
 - IT Support Specialist to IT Support Analyst
 - IT Network Administrator to Systems Engineer

Supervisor/Division Changes Only

- Parks Department
 - Park Plan & Development Coordinator
 - Event & Marketing Specialist

- Recreation Specialist
- Field Supervisor
- Crew Leader
- (2) Crew Worker II
- (2) Crew Worker I
- (2) Seasonal Park Workers

- Public Works Department
 - City Engineer Now Also Supervises:
 - Capital Project Manager
 - Capital Project Inspector/ Engineering Tech

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

ATTACHMENTS:

1. Ordinance 1148 - Amending 2022 Budget
2. Attachment to Ordinance 1148 - 2022 Organizational Chart
3. 2022 Budget Amendment No 2 - Details

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 1148**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2022 BUDGET AS SET FORTH IN ORDINANCE NO. 1128 AND AS AMENDED IN ORDINANCE NO. 1138 CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2022; PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens adopted the 2022 budget pursuant to Ordinance No. 1128 and amended the budget in Ordinance 1138; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2022 budget; and

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

SECTION 1. The 2022 budget, as adopted in Ordinance No. 1128 and as amended in Ordinance 1138, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Revenues	\$23,173,304	\$24,449,133	\$1,275,829	Rev.
001 - General	Expenditures	\$29,314,354	\$29,440,214	\$125,860	Exp.
001 - General	Ending Fund Balance	\$13,671,074	\$14,821,043	\$1,149,969	EndBal.
101 - Street	Expenditures	\$3,143,932	\$3,189,932	\$46,000	Exp.
101 - Street	Ending Fund Balance	\$2,026,154	\$1,980,154	(\$46,000)	EndBal.
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$1,009,692	\$1,049,692	\$40,000	Exp.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$4,352,991	\$4,312,991	(\$40,000)	EndBal.
303 - Cap. Imp. - REET I	Revenues	\$1,934,200	\$1,505,000	(\$429,200)	Rev.
303 - Cap. Imp. - REET I	Expenditures	\$1,304,719	\$768,519	(\$536,200)	Exp.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$6,300,605	\$6,407,605	\$107,000	EndBal.
304 - Cap. Imp. - REET II	Revenues	\$6,605,000	\$7,033,210	\$428,210	Rev.
304 - Cap. Imp. - REET II	Expenditures	\$6,951,495	\$7,466,745	\$515,250	Exp.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$4,182,692	\$4,095,652	(\$87,040)	EndBal.
307 - Infrastructure Capital Project	Revenues	\$400,984	\$3,200,984	\$2,800,000	Rev.
307 - Infrastructure Capital Project	Expenditures	\$11,783,083	\$14,583,083	\$2,800,000	Exp.
410 - Storm & Surface Water	Revenues	\$4,261,167	\$4,651,621	\$390,454	Rev.
410 - Storm & Surface Water	Expenditures	\$5,395,136	\$5,396,336	\$1,200	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$1,055,094	\$1,444,348	\$389,254	EndBal.
510 - Equip Fund - Computer	Expenditures	\$426,170	\$677,850	\$251,680	Exp.
510 - Equip Fund - Computer	Revenues	\$374,200	\$625,880	\$251,680	Exp.
520 - Equip Fund - Police	Revenues	\$302,250	\$442,292	\$140,042	Rev.
520 - Equip Fund - Police	Expenditures	\$206,731	\$449,036	\$242,305	Exp.
520 - Equip Fund - Police	Ending Fund Balance	\$505,680	\$403,417	(\$102,263)	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 1128 and as amended in Ordinance 1138 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 8th day of November, 2022.

ATTEST/AUTHENTICATION:

Brett Gailey, Mayor

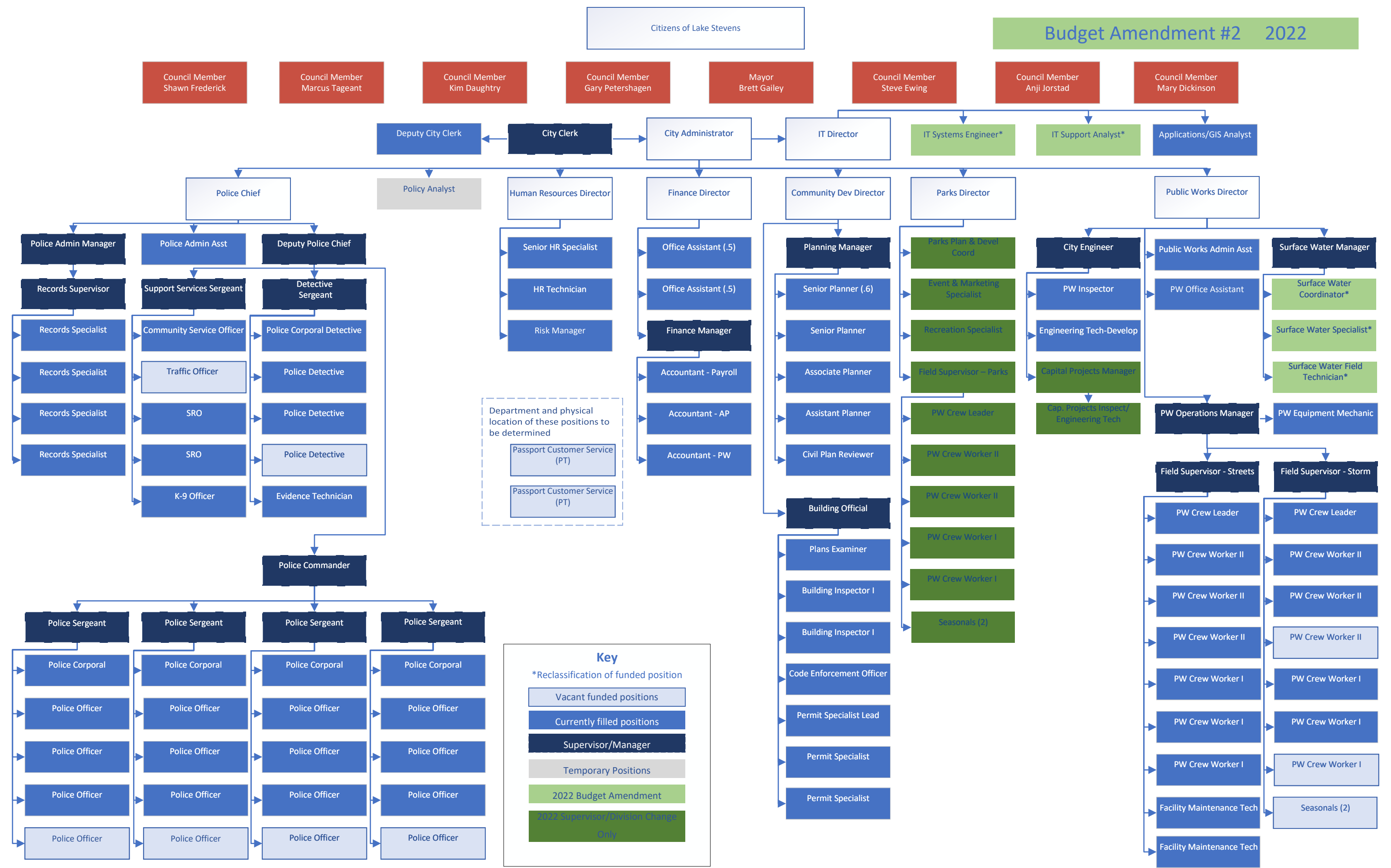
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Presented: November 1, 2022
Final Reading: November 8, 2022

Greg Rubstello, City Attorney

Published:
Effective:



Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
Donations	GF	001	Donation - Police Dept	Rev	\$0	\$17,700	\$17,700	Donations made to Police Dept	
Operations	GF	001	Executive - Prof Services	Exp	\$0	\$7,500	\$7,500	Mayors & Business Leaders for Public Safety (10/13/22)	CA
UGA	GF	001	PL-UGA/RUTA/Annexation	Exp	\$10,000	\$40,550	\$50,550	Docket Processing and EIS Fees	
Donations	GF	001	LE - Donation Exp	Exp	\$1,500	\$6,234	\$7,734	Donations made for Drone and Misc	CA
Operations	GF	001	PK - Repair & Maintenance	Exp	\$19,400	\$8,100	\$27,500	North Cove Restroom Repairs	CA
Operations	GF	001	The Mill- Capital	Exp	\$0	\$21,100	\$21,100	Wireless Audio System for Mill (6/7/22)	CA
Operations	GF Permit	003	Permit Capital	Exp	\$0	\$14,050	\$14,050	Blue Beam Software - Originally in Pandemic	CA
9/204	ST	101	ST - Traffic Control- Capital	Exp	\$0	\$46,000	\$46,000	SR9/204 Welcome Sign (6/14/22)	CA
20th ST SE	TM	301	20th St SE Phase II Construct	Exp	\$0	\$40,000	\$40,000	2021 Project - punchlist items	RF
Operations	SWM	410	SWM Billing Fees	Exp	\$34,000	\$1,200	\$35,200	Increased number of parcels and costs	
Grant	GF	001	State Commerce - Grants	Rev	\$100,000	\$80,000	\$180,000	Climate Pledge Grant - Approved 9/14/2022	CA
Grant	GF	001	PL-Professional Serv	Exp	\$220,000	\$80,000	\$300,000	Climate Pledge Grant - Approved 9/14/2022	CA
Vehicles	LE CAP	520	Vehicles - Caital Equipment	Exp	\$172,931	\$212,305	\$385,236	Increased prices and add 2023 vehicles	CA
BWC	LE CAP	520	LE Contributions - BWC	Rev	\$0	\$140,042	\$140,042	Moved One-time CJ Funds	CA
BWC	GF	001	LE - Contrib to BWC	Exp	\$0	\$140,042	\$140,042	Moved One-time CJ Funds	CA
BWC	LE CAP	520	Body Worn Cameras - Cap Equip	Exp	\$0	\$30,000	\$30,000	Moved Funds	CA
BWC	GF	001	LE-Capital Outlays Equipment	Exp	\$134,717	(\$30,000)	\$104,717	2022 New Officer Vehicle Remains	CA
Pand Rec	GF PR	004	Interfund Transfer Out	Exp	\$1,984,979	(\$164,716)	\$1,820,263	Staffing/Operations funding to Originating Funds	CA
Pand Rec	GF	001	Interfund Transfer In	Rev	\$1,300,000	\$1,178,129	\$2,478,129	Staffing/Operations (Originally PR)	CA
Pand Rec	SWM	410	Interfund Transfer In	Rev	\$175,000	\$390,454	\$565,454	Staffing (Originally PR)	CA
Pand Rec	IT Renew	510	Contributions From Other Funds	Rev	\$330,000	\$251,680	\$581,680	IT Related Costs (Originally PR)	CA
Pand Rec	IT Renew	510	LR - Civic Plus Website	Exp	\$55,000	\$58,900	\$113,900	CivicClerk/CivicRec (3 yrs) (Originally PR)	CA
Pand Rec	IT Renew	510	LR - NEOGOV	Exp	\$11,500	\$17,686	\$29,186	Onboard/eForms (Originally PR)	CA
Pand Rec	IT Renew	510	LR - Vue Works	Exp	\$6,500	\$100,000	\$106,500	VueWorks Expansion (Originally PR)	CA
Pand Rec	IT Renew	510	Capital - Purch Computer Equip	Exp	\$45,000	\$75,094	\$120,094	O365; Sharepoint Migrations, PowerDMS (Originally PR)	CA
Eagle Ridge	R1	303	RCO - Eagle Ridge Grant	Rev	\$429,200	(\$429,200)	\$0	Move budget to More Restrictive REET 2	CA
Eagle Ridge	R2	304	RCO - Eagle Ridge Grant	Rev	\$0	\$429,200	\$429,200	Move budget to More Restrictive REET 2	CA
Eagle Ridge	R1	303	Eagle Ridge Park	Exp	\$536,200	(\$536,200)	\$0	Move budget to More Restrictive REET 2	CA
Eagle Ridge	R2	304	Eagle Ridge Park	Exp	\$0	\$536,200	\$536,200	Move budget to More Restrictive REET 2	CA
24th/91st	IC	307	Traffic Mitigation Offsetting Rev	Rev	\$0	\$2,800,000	\$2,800,000	To account for the TM Offsetting Agreement	
24th/91st	IC	307	Project Construction Account	Exp	\$11,391,907	\$2,800,000	\$14,191,907	To account for the TM Offsetting Agreement	

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Storage Facilities Code Amendment (LUA2022-0079)

Contact Person/Department: David Levitan, Community Development

Budget Impact: N/A.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

1. **Hold a public hearing and take public testimony** on LUA2022-0079, a city-initiated land use code amendment that would amend LSMC 14.44.044 (Storage Facilities) and other associated chapters.
2. **Approve Ordinance No. 1147 (Attachment 1)** amending LSMC Chapters 14.08 (Definitions), 14.40 (Permissible Uses), and 14.44 (Supplementary Use Regulations).

SUMMARY/BACKGROUND:

The city adopted supplementary use regulations ([LSMC Section 14.44.044](#)) for storage facilities in 2018 via [Ordinance 1016](#), which focused primarily on establishing standards within the Local Business (LB) zoning district. The City Council considered amendments to the regulations as part of last year's Permissible Uses code amendment (LUA2021-0136) but was not supportive of the proposed code language for storage facilities, including a requirement that an economic analysis be prepared for any new storage facility application. The Council instead requested that staff bring back potential updates to the storage facilities code as a separate code amendment in 2022.

Staff introduced the scope, schedule, and relevant questions for the code amendment to the Planning Commission on [June 1, 2022](#) and to the City Council on [July 12, 2022](#). Much of the initial discussion was on developing code language that permits and regulates storage facilities in appropriate zoning districts (beyond the current LB-

focused standards), while acknowledging their land-consumptive nature and low employment density, especially within the context of the city's projected employment deficit over the next 20 years. The Comprehensive Plan acknowledges this issue on Page LU-22 of the Land Use Element and calls for uses with higher employment densities (Policy 2.6), especially in industrial areas, where storage facilities can economically outcompete more traditional industrial uses.

Staff developed an initial draft of the code amendment following those two work sessions, which was reviewed by the Planning Commission at their [August 3, 2022](#) meeting. Commissioners were generally supportive of the proposed code language, which sought to provide more clear and objective development and design standards. This included a requirement for multi-story structures as well as three distinct development options (standalone, horizontal mixed-use, and vertical mixed-use), with a development incentive provided for the vertical mixed-use concept (by allowing the storage facility to utilize increased floor area) in the interest of increasing employment density in the city. At the conclusion of their August 3 meeting, commissioners recommended that the amendment be scheduled for a public hearing, following a final work session with the City Council.

Staff made minor refinements to the code language before reviewing it with the City Council during a [September 20, 2022](#) work session. Staff provided visual examples of the three site configurations as well as a summary of a recent economic analysis of storage facilities in the city and county ([video available here](#)). Councilmembers had several questions, including:

- Can the code be structured in a way to clearly prioritize vertical and mixed-use facilities over standalone facilities?
- Given the city's projected deficit of employment land, should the city consider prohibiting standalone storage facilities in all zoning districts?
- Should the city allow a higher gross site area (for horizontal mixed-use facilities) and maximum floor area (for vertical mixed-use facilities) for the storage components to provide a greater incentive for mixed-use projects?

PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION

On [October 5, 2022](#), the Planning Commission held a public hearing on the proposed land use code amendment (LUA2022-0079). Staff provided a brief presentation, which was followed by an opportunity for public comment (none was provided) and a brief discussion by commissioners; video of the public hearing can be [found here](#). The Planning Commission voted unanimously (5-0-0-2) to recommend City Council approval (Attachment 2) of the amendment as shown in Sections 2-4 of Ordinance 1147 (Attachment 1), with amendments shown as ~~strikethrough~~/underline. The code

language in Ordinance 1147 includes a number of changes from the draft reviewed by City Council on September 20, including:

- A definitions section, with section-specific definitions for “accessory use” and “site”.
- A clear hierarchy of preferred site configurations, with vertical mixed-use being the preferred concept, followed by horizontal mixed-use, and then standalone facilities.
- Prohibition of standalone storage facilities in both the LB and CD zoning districts.
- Establishment of a maximum (of 70%) floor area for storage uses in a vertical-mixed use facility, as opposed to the previous 30% minimum for non-storage uses.
- Replacement of the “use coverage” calculation with a 50% maximum gross site area for storage uses within horizontal mixed-use and standalone storage facilities.

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
- Economic Development Goal 6.3: Enhance retail and personal services growth to address the community’s needs and expand the city’s retail sales tax base.
- Economic Development Goal 6.4: Support employment growth in the city.

Conclusions – Adoption of the city-initiated amendment is consistent with the goals and policies of the city’s Comprehensive Plan. Proposed code language would provide more clear and objective development and design standards. The proposed requirement for multi-story structures would result in a more efficient use of the city’s employment land supply and help the city better meets its long-term employment growth targets.

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 September 15, 2022. Commerce acknowledged the proposed amendment under Submittal ID 2022-S-4320 and approved the city's request for expedited review.
- 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 storage facilities by providing more clear and objective development and design standards. Proposed code language addresses a variety of topics including design and appearance, site configurations, screening, and lighting.

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 September 23 and September 30, 2022 and a Notice of Public Hearing for the City Council public hearing on October 28 and November 2, 2022.
- No public comments were provided in advance of or during the October 5 Planning Commission public hearing, and no public comments have been provided as of November 3 in response to the City Council notice of public hearing.

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 September 23, 2022.

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

APPLICABLE CITY POLICIES:

LSMC 14.44.044 and referenced Comprehensive Plan goals and policies.

ATTACHMENTS:

1. Attachment 1 - Ordinance 1147
2. Attachment 2 - Planning Commission Recommendation
3. Presentation

CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 1147

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

WHEREAS, the city regulates storage facilities through LSMC 14.44.044, which was last amended by Ordinance 1016 in January 2018; and

WHEREAS, the City Council request that staff explore amendments to LSMC 14.44.044 that create a set of clear and objective development and design standards as part of the city's 2022 long-range planning work plan; and

WHEREAS, the Planning Commission held two 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-4320), with expedited review granted on September 29, 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 October 5, 2022, with no public comment provided; and

WHEREAS, at the conclusion of the October 5 public hearing, Planning Commission made a recommendation to amend LSMC Chapters 14.08, 14.40, and 14.44; and

WHEREAS, the Lake Stevens City Council held work sessions on the proposed amendment on July 12, 2022 and September 20, 2022, feedback from which was incorporated into the code language reviewed and recommended by the Planning Commission; and

WHEREAS, the Lake Stevens City Council held a duly noticed public hearing on the code language included in Section 2-4 and considered all public testimony on November 8, 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 that the proposal meets the decision criteria 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-4320), 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 ~~striketrough~~, and all other sections remain unchanged):

14.08.010 Definitions of Basic Terms.

~~Parking Structures/Lots, Commercial.~~ Facilities that provide motor vehicle parking spaces on an hourly, daily, or monthly basis and/or valet parking services.

Automobile Parking Structures/Lots, Commercial. Facilities that provide automobile parking spaces on an hourly or daily basis and/or valet parking. This definition does not refer to enclosed or unenclosed vehicle or equipment storage areas leased on a longer-term basis, which are covered under Personal Storage Facilities.

Personal Storage Facility. A facility that can be indoor (enclosed) or outdoor (open), constructed for the purpose of storing personal goods on an individual basis for short or long term lease. Where allowed, storage facilities may also include long-term vehicle storage.

Warehousing, Storage and Distribution. Enterprises that provide facilities to store general merchandise, refrigerated goods, and other warehouse products. These establishments generally handle goods in containers, such as boxes, barrels, and/or drums, using equipment, such as forklifts, pallets, and racks. This definition does not apply to Personal Storage Facilities.

Section 3. Chapter 14.40, “Permissible Uses,” is hereby amended as follows (additions shown by underline, deletions shown by ~~striketrough~~, and all other sections remain unchanged):

Table 14.40-II: Table of Nonresidential Uses by Zone

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	LB	MU ¹	PBD ²	BD	CBD	CD	LI	GI	P/SP
PERSONAL AND GENERAL SERVICES										

531130	Personal storage facilities ⁵	A ⁶					A ⁶ , ¹¹	A	A	
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⁶ ~~Permitted outright in the Local Business zone on a road designated as a State route or State highway, per Section [14.44.044](#)(b)~~ Standalone storage facilities are not permitted in the LB and CD zones.

¹¹ Prohibited in subareas per LSMC Chapter 14.38. Distinct from warehousing, storage and distribution associated with a principal use in subareas.

Section 4. Chapter 14.44, entitled “Supplementary Use Regulations,” is hereby amended as follows (additions shown by underline, deletions shown by ~~strike through~~, and all other sections remain unchanged):

14.44.044 Personal Storage Facilities

(a) Intent. Personal Storage facilities (“storage facilities”), otherwise known as self-storage or mini-storage include characteristics common to commercial and industrial uses and may also contain long-term storage of vehicle, recreation vehicles, boats or similar. ~~include characteristics common to commercial and industrial uses.~~ This section provides regulations to help guide appropriate siting of storage facilities in zoning districts identified in Table 14.40-II ~~in the Local Business zoning district~~, while maintaining the desired character and function of these ~~at~~ districts. If designed appropriately, storage facilities can emulate the exterior architecture and site design of commercial or mixed-use developments, reducing inconsistencies with Comprehensive Plan goals or zoning district intent and limiting impacts to surrounding neighborhoods. ~~Storage facilities in the Local Business zoning district shall adhere to the additional special restrictions and development standards of this section.~~

~~(b) Applicable location of Section 14.44.044 Regulations. Storage facilities shall be allowed in the Local Business zoning districts on roads designated as State routes or State highways.~~

(b) Definitions. Definitions for terms used in this section can be found in [LSMC 14.08.110](#), if not superseded by the specific terms included below or in subsection (c).

(1) Accessory use: Uses often found at storage facilities associated with a primary indoor or outdoor storage use, such as the renting or storage of trucks, trailers, or moving equipment or the sale of moving supplies.

(2) Site: An individual lot (parcel); a lot subject to a binding site plan; or a lot or lots developed with common components such as access points or site amenities.

(c) Special Restrictions-Development Standards

~~(1) The storage use shall be limited in size to 25 percent coverage or less per development.~~

~~(i) Each development is defined as the area of contiguous Local Business parcels.~~

~~(ii) The use coverage is defined as the amount of space solely devoted to supporting the storage use on each development. This may include building footprints, drive aisles between storage facilities, loading bays, parking, landscape screening, offices and associated appurtenances. The use coverage percentage may exclude critical areas and features~~

~~shared within a development like pedestrian facilities, internal access and circulation roads, and shared parking.~~

(1) Storage facilities shall be located in multi-story structures and must be developed in one of the following site configurations, as permitted by Chapter 14.40 LSMC – Permissible Use Table 14.40-II. Site configurations are listed in order of preference and subject to the City of Lake Stevens Design Guidelines and the additional design standards in subsection (d)

(i) Vertical Mixed Use: Storage facilities comprised of two or more stories where the storage use is located on top of a ground floor office, retail, commercial or manufacturing use.

(ii) Horizontal Mixed Use: Storage facility comprised of two or more stories combined with a non-storage use on the same development site. The storage use and non-storage use(s) may be located in the same or separate buildings. The storage use must be behind the non-storage use and screened from the public right-of-way.

(iii) Standalone: Storage facilities comprised of two or more stories, with no other uses on the development site.

(2) Within vertical mixed-use buildings, the storage use may comprise no more than 70% of the total floor area, including accessory uses and subject to all other applicable provisions of Title 14, even when the storage facility office is in a ground floor suite.

(3) Horizontal mixed-use storage facilities and their appurtenances – including loading bays, parking, vehicle and equipment rental, landscape screening and offices - shall be limited in size to 50 percent of the gross site area. The remaining 50% of the gross site area may be developed with non-storage uses.

(4) Standalone storage facilities and their appurtenances - including loading bays, parking, vehicle and equipment rental, landscape screening and offices - shall be limited in size to 50 percent of the gross site area.

(5) Outdoor storage (either uncovered or canopied) of trucks, boats, or other recreational vehicles or equipment is permitted when:

(i) The outdoor storage area is not visible from the public right-of-way through the use of landscaping, fencing, buildings, or other method of solid screening;

(ii) The outdoor storage area is less than 50% of the footprint of the indoor (enclosed) storage building(s) on the site.

(iii) The outdoor storage area is factored into the maximum gross site area identified in subsection (c)(3).

(iv) Within the Light Industrial or General Industrial zoning districts.

(d) Design Standards. Storage facilities shall comply with the City of Lake Stevens Design Guidelines and the following standards:

(1) Storage facilities shall have an outward appearance that more closely resembles a commercial or mixed-use development than a warehouse or single-story linear shed design, and shall be subject to the design review requirements of Section [14.16C.050](#).

(2) Storage facilities shall include architectural and design features that promote visual compatibility with commercial or mixed-use developments. Examples of these features may include providing facade modulation; using varied or contrasting exterior building materials and detailing; screening blank walls; incorporating varied roof-lines among other features.

(3) For horizontal mixed-use facilities, the non-storage use(s) and primary entrance shall be located adjacent to the public right-of-way with the storage facility use located behind the non-storage use on the site.

~~(43)~~ Storage facilities shall shield exterior lighting so as not to directly illuminate or create visible glare from adjacent residential properties subject to the requirements of Section [14.38.080](#).

~~(54)~~ Storage facilities are subject to the screening requirements of a Type A screen, as described in Chapter [14.76](#), when abutting residential zoning districts.

(i) Open storage facilities must provide an additional Type C screen that includes trees, shrubs and ground cover or similar vegetation to screen the exterior of the open storage facility's enclosure. (Ord. 1016, Sec. 2, 2018)

(6) Loading docks, entrances, outdoor storage or exterior bay doors may not be located on a side of the building that faces a public street.

Section 5. 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 6. 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 8th day of November 2022.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: November 8, 2022

Published:

Effective Date:



One Community Around the Lake

October 6, 2022

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

RE: Planning Commission Recommendation on Storage Facilities Code Amendment (LUA2022-0079)

Dear Council Members:

The Lake Stevens Planning Commission held two work sessions in 2022 to discuss potential amendments to LSMC 14.44.044 (Storage Facilities) and associated LSMC chapters, where it provided feedback and suggested multiple revisions to staff. The Commission subsequently held a public hearing on October 5, 2022 and is now forwarding their recommendation for City Council to approve the code amendment following their November 8 public hearing.

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

Commissioners Absent: John Cronin, Connor Davis

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. No members of the public provided oral testimony and no written comments were received in advance of the hearing.

FINDINGS AND CONCLUSIONS

The Planning Commission hereby adopts staff's findings and conclusions described in the April 20 staff report and concludes that the proposed amendment 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 Huxford made a motion to forward a recommendation to the City Council to approve the adoption of the amendments to LSMC 14.44 and associated chapters. Commissioner Hoult seconded the motion, which passed 5-0-0-2 (Cronin and C. Davis absent).

Respectfully Submitted,

Lake Stevens Planning Commission



One Community Around The Lake

LUA2022-0079 Storage Facilities Code Amendment

CITY COUNCIL PUBLIC HEARING

NOVEMBER 8, 2022

Overview of Storage Facility Code Work

- Staff introduced scope and schedule for amendment to Commission on June 1 and to Council on July 12
- Planning Commission reviewed draft code language on August 3, and was generally supportive
- City Council held a work session on September 20, 2022. Several questions were brought up which are detailed in the staff report
- Planning Commission held a public hearing on October 5, 2022.

Changes from the Previous Draft

- Added definitions for “accessory use” and “site.”
- Hierarchy of preferred site configurations: Vertical Mixed Use > Horizontal Mixed Use > Standalone
- Standalones are prohibited in LB & CD
- Maximum of 70% floorspace can be storage in vertical mixed use.
- Replacement of the “use coverage” calculation with a 50% max gross site area for storage uses within horizontal mixed use

Adoption Process

- Notice of Public Hearing issued October 28. No public comments were received to date.
- Notice to Commerce was sent September 15. If approved by City Council, will file the final ordinance within 10 days of adoption
- SEPA Categorical Exemption issued September 23
- Consistent with Land Use Element of the Comprehensive Plan
- Planning Commission voted to recommend Council approval at the October 5 public hearing.

Questions?

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Ordinance 1149 - 2023 Property Tax Levy

Contact Person/Department: Barb Stevens, Finance

Budget Impact: Yes

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

APPROVE: Ordinance No. 1149 Authorizing Collection of Property Tax Levy for 2023 and Setting the Property Tax Levy.

SUMMARY/BACKGROUND:

The County Assessor requires cities to submit an ordinance to them by November 30th each year authorizing the Snohomish County Assessor to collect property taxes on behalf of the city. The ordinance must state the percentage of increase requested by the City. As of this date, the County has only preliminary dollar figures available for new construction, annexations, and state-owned utilities, so the total dollar amount levied may change.

The 2023 preliminary assessed value shows an approximate increase of 43.5% within the City of Lake Stevens. The change in the rate of inflation (IPD rate) is 106.457 percent for the tax year 2023. For taxing districts with a population of 10,000 or more, the levy limit factor or allowable increase, is the lesser of inflation (IPD rate) or 101% over the previous highest lawful levy amount. This City's estimated levy rate for 2023 is \$0.74 when using the levy factor of 101%.

This ordinance authorizes the collection of property taxes on properties within the city limits up to a certified amount of \$6,450,000. Based on current estimates, we anticipate the actual levy will be approximately \$6,408,000. The ordinance includes an estimated 15% increase over the 2022 highest lawful levy amount, which includes the statutory

1% increase that equates to \$37,782.84, as well as increases from state assessed values, annexations, new construction, and refunds.

APPLICABLE CITY POLICIES:

RCW 84.52.020 and RCW 84.52.070 the legislative body must set property tax levies.

ATTACHMENTS:

1. Ordinance 1149 - 2023 Property Tax Levy
2. Lake Stevens 2023 Levy Certification
3. 2023 Property Tax Levy - Presentation

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1149

AN ORDINANCE OF THE CITY OF LAKE STEVENS LEVYING TAXES UPON ALL PROPERTY – REAL, PERSONAL AND UTILITY, SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE STEVENS, WASHINGTON FOR THE YEAR 2023.

WHEREAS, the City Council of Lake Stevens desires to set the property tax levy for 2023;

WHEREAS, the City Council of Lake Stevens has given notice as required by law of the public hearing held November 8, 2022, to consider the city's current expense budget for the 2023 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City's actual levy amount from the previous year was \$5,558,531.97; and

WHEREAS, the population of the City is greater than 10,000; and

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

Section 1. An increase in the regular property tax levy is hereby authorized for the 2023 levy in the amount of \$37,782.84 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from annexations that have occurred and refunds made as provided by RCW 84.55.010.

Section 2. 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 force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 8th day of November, 2022.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: November 8, 2022

Published:

Effective Date:

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I **Brett Gailey** (Name),
Mayor (Title), for **City of Lake Stevens** (District name),
do hereby certify to the **Snohomish County** (Name of county) County legislative authority
that the **Council** (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in **2023** (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on **11/8/2022** (Date of public hearing).

Regular levies

Levy	General levy	Other levy*
Total certified levy request amount , which includes the amounts below.	\$ 6,450,000.00	
Administrative refund amount	\$ 3,304.94	
Non-voted bond debt amount		
Other*		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy*
Total certified levy request amount , which includes the amounts below.					
Administrative refund amount					
Other*					

*Examples of other levy types may include EMS, school district transportation, or construction levies.

Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ Date: _____



To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.



City of Lake Stevens

One Community Around the Lake

2023 Budget

Property Tax - Public Hearing



Property Tax - Public Hearing

- Property Tax Limitations
 - Assessed Values & Limit Factor
- Property Tax Levy 2023
- Property Tax Levy Breakdown by Taxing District
- Tax Levy Rate Comparison 2022 – 2023



Property Tax Limitations

- Statutory Dollar Rate –
 - Maximum rate set by statute
 - City Annexed into Fire District or Library District - \$3.60
 - Fire District – \$1.50
 - Library District - \$0.50
 - City – \$1.60
- Levy Limit (101% or IPD)
 - Maximum the City can increase their regular levy from the previous year (not including banked capacity, or refunds)
- Highest Lawful Levy (HLL)
 - The maximum levy allowed based on SDR and LL
- Statutory Amount
 - Assed Value x Statutory Dollar Rate Limit/\$1000 of AV
 - Necessary if Statutory Dollar Rate is reached/exceeded
- Assessed Values
 - Increased **43.5%** from PY
- Implicit Price Deflator (IPD): **6.457%**
 - RCW 84.55 – Populations greater than 10,000
 - Limit factor is lesser of 101% or 100% plus Inflation
 - Finding of Substantial Need (2nd Ordinance) – limit factor may exceed 100% plus inflation up to 101%
- **2023 Limit Factor = 101%**



2023 Property Tax Levy

Regular Property Tax Levy							
	A	B		C1	C2	D	
% Levy Increase	2023 Levy (Highest Lawful)	Revenue Increase over 2022 Levy	Levy Rate	New Construction	Annexation	State Assessed & Refunds	2023 Tax Revenue/Levy (A + B + C+D)
1.0%	5,540,906	55,409	\$ 0.7356	\$ 141,069	\$ 667,235	3,305	6,407,924

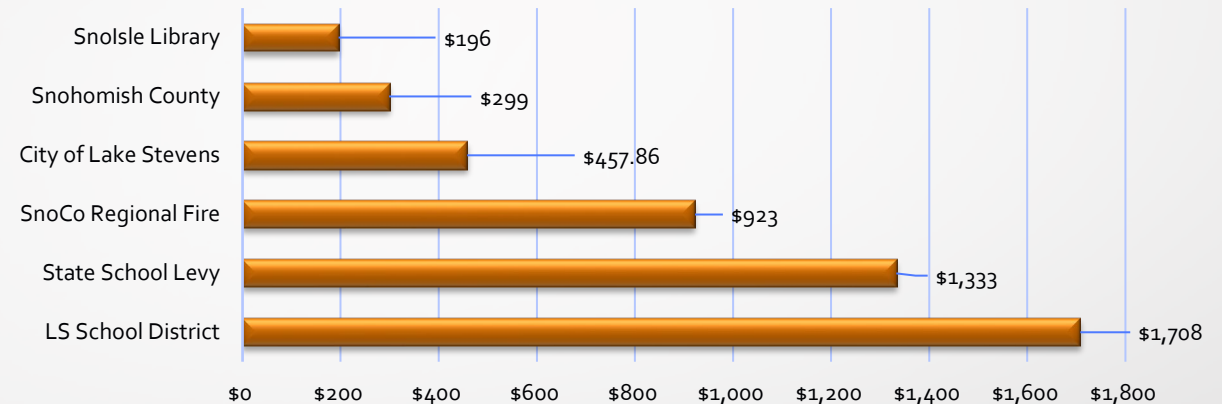
- 2023 Estimated Levy \$6,407,924
- 2023 Levy Rate (\$0.7356)
 - General Fund Allocation - 72%
 - \$4,613,705
 - Street Fund Allocation - 28%
 - \$1,794,218
- Approximately 15% Increase Overall
 - 1% Regular Levy Increase \$37,783
 - New Construction \$141,069
 - Annexation \$667,235



Property Tax Levy Breakdown

Total 2022 Tax Levy (/ \$1,000 AV)	
School District	\$3.42
State School Levy	\$2.67
SnoCo Regional Fire	\$1.85
City of Lake Stevens	\$0.92
Snohomish County	\$0.60
Snolsle Library	\$0.39
Total	\$9.83

2022 Property Tax on \$500,000 Home \$5,589



• 2022 Example *City Portion* –

- Levy Rate \$0.9157
- 2022 Assessed Value = \$500,000
 - $(\$500,000/1000) * 0.9157$
 - = \$457.86 Levy
 - = \$91.57 / 100,000 of AV

• 2023 Example *City Portion* –

- Average AV Increase 43.5%
- Levy Rate \$0.7356
- 2023 Assessed Value = \$710,000
 - $(\$710,000/1000) * 0.9195 = 522.31$ Levy
 - \$64.45 increase over 2022
 - \$12.89 increase / 100,000 of AV



2022 - 2023 Property Tax Levy Comparison

Year	AV	/1000	Levy Rate	City Portion Per \$1000 AV
2022	\$100,000	100	\$0.9157	\$91.57
2022	\$500,000	500	\$0.9157	\$457.86
2022	\$1,000,000	1000	\$0.9157	\$915.72
2023 Levy Rate				
Year	42% AV Increase	/1000	@ 1%	City Portion Per \$1000 AV
2023	\$142,000	142	\$0.7356	\$104.46
2023	\$710,000	710	\$0.7356	\$522.31
2023	\$1,420,000	1420	\$0.7356	\$1,044.61

City Portion Variance 2022 - 2023				
Years	AV	/1000	Variance Per \$1000 AV @ 1%	
2022 v 2023	\$42,000	42	\$12.89	
2022 v 2023	\$210,000	210	\$64.45	
2022 v 2023	\$420,000	420	\$128.90	

2023 Property Tax - Next Steps



- Public Comment
- Recommendation:
 - Adopt Ordinance No. 1149 authorizing collection of property tax levy for 2023 and setting the property tax levy.

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Public Hearing 1: 2023 Budget Ordinance 1150

Contact Person/Department: Barb Stevens, Finance

Budget Impact: Yes

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

APPROVE: First Reading of 2023 Budget and Ordinance No. 1150

SUMMARY/BACKGROUND:

Budgeting is an essential element of the financial planning, control, and evaluation processes of governments. The planning process involves determining the types and levels of services to be provided and allocating available resources among various departments, programs, or functions. Financial control and evaluation processes typically focus upon assuring that fixed expenditure limitations (appropriations) are not exceeded and on comparing estimated and actual revenues.

Upon adoption, the expenditure estimates are enacted into law through the passage of an appropriations ordinance. The appropriations constitute maximum expenditure authorizations during the fiscal year, and cannot legally be exceeded unless subsequently amended by the legislative body. Expenditures should be monitored through the accounting system to assure budgetary compliance. Unexpended appropriations lapse at year end and may be brought forward as an amendment to the budget.

The City Council has been reviewing current and forecasted revenues and expenditures including property tax, City staffing plans, and related costs which are incorporated into the proposed 2023 budget ordinance.

The Mayor's proposed budget recommendations have been modified based on these reviews and include the following updates:

- Non-Represented Staff Proposals:
 - Non-Rep Market Rate Compensation Study - 60th percentile, implemented with "years in position" methodology
 - Non-Rep COLA Increase - Reduced to 6%
 - *NOTE: The Teamster contract is currently under negotiation and any wage or benefit adjustments, including COLA, will be brought forward to the Council as an amendment to the budget once finalized. Additionally, the Guild contracts will be under negotiation during 2023 for the years beginning in 2024.*
- Position Recommendation:
 - Senior Planner PT to FT - Quarter 1
 - IT Application Analyst - Budgeted Quarter 2
 - Public Works Analyst - Budgeted Quarter 2
 - Grant Writer - Budgeted Quarter 2
 - Park Seasonal (Add 4 FTE) - Quarter 2
 - Principal Planner/Lead Reclassification - Available Quarter 4
 - Public Works Shop Quartermaster - Quarter 4
 - Police Officer (Add 2 FTE) - Will add with amendment if available
 - *Note: The Park Ranger has been removed from the proposed budget and the need will be reevaluated throughout the year.*
- Item Requests
 - Reductions have been made to the PW Shop Quartermaster "set-up" costs.
 - Fleet Program budget has been increased
 - PW capital expenditures have been reduced as discussed with the Council

The final budget ordinance will reflect any additional changes made by the Council for action.

The 2023 Proposed Budget document will be available at www.lakestevenswa.gov.

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, the legislative body shall adopt the budget by ordinance. Per RCW 84.55.120 the legislative body will hold public hearings on the proposed budget for the coming year.

ATTACHMENTS:

1. 1. Ord 1150 - 2023 Budget PH 1b
2. 4. 2023 Proposed Budget Org Chart 11-8-22
3. 5. 2023 Proposed Non-Represented Salary Schedule w_COLA
4. 5. 2023 Proposed Represented Salary Schedule 1
5. 2023 Proposed Budget Detail
6. Presentation

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1150

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF LAKE STEVENS,
WASHINGTON, FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2023

WHEREAS, the Mayor of the City of Lake Stevens, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses including salaries and benefits of City employees, bond retirement and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2023, and a notice was published that the Council of said City would meet for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget, and

WHEREAS, the said City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, notices were published in the official newspaper of the City, that the Council of said City would meet on the 8th day of November and the 22nd day of November, 2022, at the hour of 6:00 P.M., in the Sawyers Room, at the Mill building, 1808 Main Street, and via Zoom for the purpose of receiving public testimony in a public hearing as to the matter of said proposed budget; and

WHEREAS, the said City Council did meet at said dates, times, and place and did receive public testimony during a public hearing as to the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Lake Stevens for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

NOW, THEREFORE, the City Council of the City of Lake Stevens do ordain as follows:

Section 1. The budget for the City of Lake Stevens, Washington, for the year 2023 is hereby adopted, the content which will be set forth in the document entitled City of Lake Stevens 2023 Annual Budget, 1 copy of which will be on file in the Office of the Clerk.

Section 2. Totals for all such funds combined, for the year 2023 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2023 as set forth below:

Fund #	Fund Name	Estimated Beg. Bal.	Resources	Expenditures	End. Bal.
001	General	\$18,766,382	\$20,390,128	\$22,380,520	\$16,775,989
101	Street	\$2,557,065	\$3,210,500	\$3,420,044	\$2,347,520
111	Drug Seizure & Forfeiture	\$61,037	\$279	\$25,000	\$36,316
112	Municipal Arts Fund	\$52	\$56	\$0	\$108
210	2008 Bonds	\$0	\$210,605	\$210,605	\$0
213	2015 LTGO Bond	\$0	\$96,938	\$96,938	\$0
214	2019A LTGO Bond	\$0	\$462,129	\$462,129	\$0
215	2021A LTGO Bond - 17005	\$0	\$609,850	\$609,850	\$0
301	Cap. Proj.-Dev. Contrib.	\$4,918,695	\$1,210,207	\$1,686,240	\$4,442,662
302	Park Mitigation	\$1,953,029	\$1,452,864	\$2,098,600	\$1,307,293
303	Cap. Imp.-REET	\$6,930,342	\$1,529,124	\$1,017,260	\$7,442,206
304	Cap. Improvements	\$4,769,455	\$2,048,703	\$1,830,769	\$4,987,389
307	Infrastructure Capital Project	\$0	\$0	\$0	\$0
309	Sidewalk Capital Project	\$300,702	\$2,420	\$300,000	\$3,122
401	Sewer	\$2,994	\$814,894	\$799,394	\$18,494
410	Storm and Surface Water	\$2,167,348	\$4,491,571	\$5,641,271	\$1,017,648
411	Storm Water Capital	\$2,417,425	\$2,003,785	\$459,661	\$3,961,549
412	Storm Water Debt	\$0	\$231,264	\$231,264	\$0
501	Unemployment	\$20,345	\$25,139	\$15,000	\$30,484
510	Equipment Fund - Computers	\$545,349	\$370,411	\$474,097	\$441,663
515	Equipment Fund - Vehicles	\$71,330	\$20,230	\$0	\$91,560
520	Equipment Fund-Police	\$407,177	\$379,000	\$392,914	\$393,263
530	Equipment Fund-PW	\$364,430	\$230,000	\$272,124	\$322,305
540	Aerator Equip (Lake Treatment)	\$0	\$0	\$0	\$0
633	Treasurer's Trust	\$0	\$375,100	\$375,100	\$0
	Total	\$46,253,157	\$40,165,196	\$42,798,780	\$43,619,573

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 4. A summary of this ordinance consisting of the title shall be published in the official City newspaper. This ordinance shall take effect and be in full force five (5) days after publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS this ____ day of _____, 2022.

Brett Gailey, Mayor

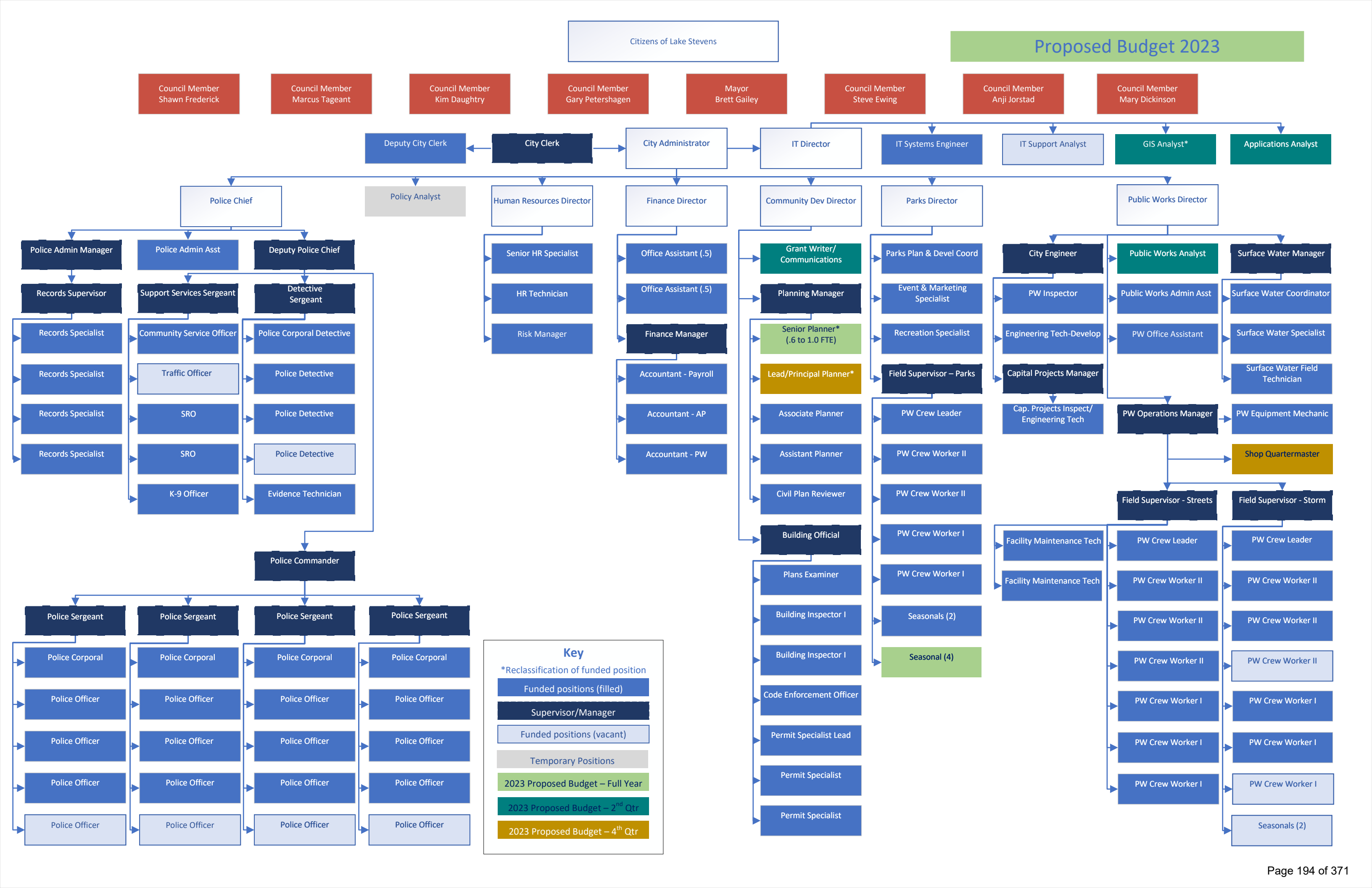
ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First Reading: November 8, 2022
Second Reading: November 22, 2022
Final Reading:
Effective:



Proposed Non-Represented Salary Ranges

PROPOSED SALARY RANGES NON EXEMPT							
Proposed Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
8	\$46,565	\$48,428	\$50,365	\$52,380	\$54,475	\$56,654	\$58,920
9	\$47,729	\$49,638	\$51,624	\$53,689	\$55,837	\$58,070	\$60,393
10	\$48,922	\$50,879	\$52,914	\$55,030	\$57,232	\$59,521	\$61,902
11	\$50,146	\$52,152	\$54,238	\$56,408	\$58,664	\$61,011	\$63,451
12	\$51,399	\$53,455	\$55,593	\$57,817	\$60,129	\$62,534	\$65,036
13	\$52,686	\$54,794	\$56,985	\$59,265	\$61,635	\$64,101	\$66,665
14	\$54,002	\$56,163	\$58,409	\$60,745	\$63,175	\$65,702	\$68,330
15	\$55,353	\$57,567	\$59,870	\$62,265	\$64,755	\$67,345	\$70,039
16	\$56,735	\$59,005	\$61,365	\$63,820	\$66,372	\$69,027	\$71,788
17	\$58,155	\$60,482	\$62,901	\$65,417	\$68,034	\$70,755	\$73,585
18	\$59,608	\$61,992	\$64,472	\$67,050	\$69,732	\$72,522	\$75,423
19	\$61,098	\$63,542	\$66,084	\$68,727	\$71,476	\$74,335	\$77,309
20	\$62,625	\$65,130	\$67,736	\$70,445	\$73,263	\$76,193	\$79,241
21	\$64,191	\$66,759	\$69,429	\$72,206	\$75,095	\$78,098	\$81,222
22	\$65,797	\$68,429	\$71,166	\$74,012	\$76,973	\$80,052	\$83,254
23	\$67,441	\$70,139	\$72,944	\$75,862	\$78,896	\$82,052	\$85,334
24	\$69,126	\$71,891	\$74,767	\$77,757	\$80,868	\$84,102	\$87,466
25	\$70,854	\$73,688	\$76,636	\$79,701	\$82,889	\$86,205	\$89,653
26	\$72,625	\$75,530	\$78,552	\$81,694	\$84,961	\$88,360	\$91,894
27	\$74,441	\$77,418	\$80,515	\$83,736	\$87,085	\$90,569	\$94,191
28	\$76,301	\$79,353	\$82,528	\$85,829	\$89,262	\$92,832	\$96,546
29	\$78,209	\$81,338	\$84,591	\$87,975	\$91,494	\$95,154	\$98,960
30	\$80,165	\$83,372	\$86,707	\$90,175	\$93,782	\$97,533	\$101,434
31	\$82,168	\$85,455	\$88,873	\$92,428	\$96,125	\$99,970	\$103,969
32	\$84,223	\$87,592	\$91,096	\$94,740	\$98,529	\$102,470	\$106,569
33	\$86,328	\$89,781	\$93,372	\$97,107	\$100,991	\$105,031	\$109,232
34	\$88,488	\$92,027	\$95,708	\$99,537	\$103,518	\$107,659	\$111,965
35	\$90,699	\$94,327	\$98,100	\$102,025	\$106,105	\$110,350	\$114,764
36	\$92,968	\$96,686	\$100,554	\$104,576	\$108,759	\$113,109	\$117,634
37	\$95,291	\$99,102	\$103,067	\$107,189	\$111,477	\$115,936	\$120,573

* Non-Exempt

PROPOSED SALARY RANGES EXEMPT							
Proposed Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
49	\$96,816	\$100,688	\$104,716	\$108,904	\$113,261	\$117,791	\$122,503
50	\$99,299	\$103,271	\$107,402	\$111,698	\$116,166	\$120,813	\$125,645
51	\$101,780	\$105,851	\$110,085	\$114,489	\$119,068	\$123,831	\$128,784
52	\$104,325	\$108,498	\$112,837	\$117,351	\$122,045	\$126,927	\$132,004
53	\$106,932	\$111,210	\$115,658	\$120,284	\$125,096	\$130,100	\$135,304
54	\$109,605	\$113,989	\$118,549	\$123,290	\$128,222	\$133,351	\$138,685
55	\$112,345	\$116,839	\$121,513	\$126,373	\$131,428	\$136,685	\$142,153
56	\$115,156	\$119,762	\$124,552	\$129,534	\$134,716	\$140,104	\$145,709
57	\$118,033	\$122,754	\$127,664	\$132,771	\$138,082	\$143,605	\$149,349
58	\$120,985	\$125,825	\$130,858	\$136,092	\$141,536	\$147,197	\$153,085
59	\$124,010	\$128,970	\$134,129	\$139,494	\$145,074	\$150,877	\$156,912
60	\$127,111	\$132,196	\$137,484	\$142,983	\$148,702	\$154,650	\$160,836
61	\$130,288	\$135,500	\$140,920	\$146,556	\$152,419	\$158,515	\$164,856
62	\$133,545	\$138,887	\$144,443	\$150,221	\$156,229	\$162,479	\$168,978
63	\$136,883	\$142,359	\$148,053	\$153,975	\$160,134	\$166,539	\$173,201
64	\$140,306	\$145,919	\$151,755	\$157,825	\$164,139	\$170,704	\$177,532
65	\$143,816	\$149,569	\$155,551	\$161,773	\$168,244	\$174,974	\$181,973
66	\$147,412	\$153,308	\$159,441	\$165,818	\$172,451	\$179,349	\$186,523
67	\$151,095	\$157,138	\$163,424	\$169,961	\$176,759	\$183,830	\$191,183
68	\$154,872	\$161,067	\$167,510	\$174,210	\$181,179	\$188,426	\$195,963
69	\$158,745	\$165,095	\$171,699	\$178,567	\$185,709	\$193,138	\$200,863
70	\$162,714	\$169,223	\$175,991	\$183,031	\$190,352	\$197,966	\$205,885
71	\$166,783	\$173,454	\$180,392	\$187,608	\$195,112	\$202,917	\$211,034
72	\$170,953	\$177,791	\$184,903	\$192,299	\$199,991	\$207,990	\$216,310
80				\$232,137			

*Exempt

Ranges have been adjusted based on the market rate salary survey for the 60th percentile using the "years in position" method of implementation.

All non-represented salary ranges include proposed 6% COLA

Represented Wage Groups: Salary Ranges

2023 Proposed Annual Salary							
Range	1	2	3	4	5	6	7
PS	107,297	111,955	116,612				
PO21	79,084	82,776	86,468	90,160	93,851	97,543	-
PRSUP	83,764	87,534	91,473	81,589	84,237		
PRC	61,106	63,856	66,729	69,732	72,870	76,149	-
PET	66,362	69,348	72,468	75,730	79,137	82,699	-
PSE	64,356	67,038	69,831	72,740	75,771	78,929	-
PRS	61,106	63,856	66,729	69,732	72,870	76,149	-
TCL	68,701	71,195	73,754	76,416	79,167	82,022	84,864
TCWII	58,787	60,845	63,005	65,216	67,479	69,832	72,314
TCWI	47,575	49,439	51,394	53,374	55,470	57,617	59,752
TFS	89,108	92,672	96,379	-	-	-	-
TFMT	43,977	45,738	47,567	49,470	51,449	53,507	55,647
TEM	61,809	64,239	66,682	69,112	71,543	73,986	76,416
TIN	67,878	70,411	73,047	75,799	78,640	81,585	84,645
S	14,197	14,485	14,773	15,078	15,366	15,673	15,991
C	-	-	-	-	-	-	11,472
M	-	-	-	-	-	-	114,124

Teamsters Contract is under negotiation, as such a 0% increase is included in the 2023 proposed budget. Once the contract is finalized, the budget will be amended to include the updated salary ranges if required.

The City Council and Mayor's salaries will be adjusted upon recommendation and approval by the Lake Stevens Salary Commission.

2023 Proposed Budget - All Funds

Account Number	Description	2022 Budget	Estimated Ending	Department Requested Budget
001	General Beginning Cash	\$ 5,465,691.87	\$ 5,465,692	\$ 6,408,855
001-000-311-10-00-00	Real & Personal Property Tax	\$ 4,021,000.00	\$ 4,021,000	\$ 4,613,705
001-000-313-11-00-00	Local Retail Sales-Use Tax	\$ 4,600,000.00	\$ 4,760,887	\$ 5,490,875
001-000-313-11-00-01	Construction Sales & Use Tax	\$ 300,000.00	\$ 300,000	\$ 300,000
001-000-313-27-00-00	Affordable & Sup. Housing	\$ 46,000.00	\$ 19,521	\$ 46,460
001-000-313-71-00-00	Criminal Justice Sales-Use Tax	\$ 700,000.00	\$ 933,720	\$ 1,098,175
001-000-316-40-00-00	Utility Tax - Electric	\$ 1,100,000.00	\$ 1,258,217	\$ 1,270,799
001-000-316-40-00-01	Utility Tax - Gas	\$ 490,000.00	\$ 505,831	\$ 510,889
001-000-316-40-00-02	Utility Tax - Telephone	\$ 240,000.00	\$ 237,555	\$ 239,931
001-000-316-40-00-03	Utility Tax - Water	\$ 400,000.00	\$ 414,117	\$ 418,258
001-000-316-81-00-00	Gambling Tx - Punch-Pull Tabs	\$ 17,000.00	\$ 24,817	\$ 25,066
001-000-316-83-00-00	Gambling Tx - Amuse Games	\$ 50.00	\$ 96	\$ 97
001-000-317-20-00-00	Leasehold Excise Tax	\$ 10,000.00	\$ 8,868	\$ 9,000
001-000-321-91-00-00	Franchise Fee - Cable	\$ 460,000.00	\$ 465,521	\$ 470,177
001-000-321-91-00-01	Franchise - PEG Access Fees	\$ 25,000.00	\$ 32,819	\$ 33,147
001-000-321-80-00-00	Concessions	\$ 15,000.00	\$ 20,000	\$ 23,000
001-000-321-99-00-00	Bus. Lic - Other	\$ 73,000.00	\$ 82,248	\$ 83,070
001-000-322-30-00-00	Animal Licenses	\$ 3,300.00	\$ 1,618	\$ 1,634
001-000-322-90-00-00	Weapon License Permit - Local	\$ 8,700.00	\$ 8,808	\$ 8,896
001-000-322-90-00-01	Other Non-Bus. Event Permits	\$ 900.00	\$ 2,057	\$ 1,200
001-000-331-16-60-70	DOJ Fed Dir 16.607 BPV Grant	\$ 3,000.00	\$ 1,298	\$ 3,000
001-000-331-16-92-20	Equitable sharing program - DOJ	\$ -	\$ -	\$ -
001-000-333-20-60-00	DOT Fed Ind 20.600 Hwy Safety	\$ 3,000.00	\$ 659	\$ -
001-000-333-21-01-90	TREAS Fed Ind 21.019 CARES	\$ -	\$ -	\$ -
001-000-333-21-01-91	TREAS Fed Ind 21.019 SC CARES	\$ -	\$ -	\$ -
001-000-333-97-01-21	DHS Fed Ind 97.012 Boat Safety	\$ -	\$ 9,174	\$ 10,000
001-000-333-97-03-60	DHS Fed Ind 97.036 FEMA	\$ -	\$ -	\$ -
001-000-334-01-20-00	WA OPD - Social Worker	\$ 18,000.00	\$ 7,200	\$ 7,200
001-000-334-04-20-00	State Commerce - Grants	\$ 100,000.00	\$ 180,000	\$ 125,000
001-000-334-06-90-00	LnI Stay at Work Grant	\$ -	\$ -	\$ -
001-000-335-00-91-00	PUD Privilege Tax	\$ 135,000.00	\$ 143,574	\$ 145,010
001-000-335-04-01-00	LE & CJ Legislative One-time	\$ -	\$ -	\$ -
001-000-336-00-84-00	Vessel Registration Fees	\$ 12,000.00	\$ 13,525	\$ 13,660
001-000-336-00-98-00	City-County Assistance	\$ -	\$ -	\$ -
001-000-336-06-20-00	Crim Jus - High Crime	\$ -	\$ -	\$ -
001-000-336-06-21-00	Crim Jus - Violent Crimes-Pop	\$ 11,500.00	\$ 13,628	\$ 14,652
001-000-336-06-26-00	Crim Jus - Special Programs	\$ 40,500.00	\$ 48,360	\$ 51,689
001-000-336-06-42-00	Marijuana Excise Tax	\$ 53,000.00	\$ 71,096	\$ 71,807
001-000-336-06-51-00	DUI & Other Crim Jus Assist	\$ 5,500.00	\$ 4,355	\$ 4,398
001-000-336-06-94-00	Liquor-Beer Excise Tax	\$ 250,000.00	\$ 276,489	\$ 279,202
001-000-336-06-95-00	Liquor Control Board Profits	\$ 269,700.00	\$ 310,844	\$ 311,355
001-000-337-00-00-01	SNO911 Opt Out Payment	\$ -	\$ -	\$ -
001-000-342-10-00-02	LE Services - SRO	\$ 170,000.00	\$ 299,088	\$ 194,000
001-000-341-71-00-00	Sales of Maps-Publications	\$ -	\$ -	\$ -

001-000-341-81-00-00	Duplicating Srv	\$ -	\$ 60	\$ 50
001-000-341-81-00-01	Duplicating Srv - PRR	\$ 300.00	\$ 17	\$ 100
001-000-341-81-00-02	Duplicating Srv - Laminate	\$ -	\$ -	\$ -
001-000-342-10-00-01	LE Services - Extra Duty	\$ 2,500.00	\$ 75,000	\$ 50,000
001-000-342-10-00-03	LE - Fingerprinting	\$ 600.00	\$ -	\$ -
001-000-342-10-00-04	Background Check -Temp Bus Lic	\$ -	\$ -	\$ -
001-000-342-40-00-00	Protective Inspections - Fire	\$ 4,200.00	\$ 3,178	\$ 3,000
001-000-345-89-00-01	Preferred Vendor Review Fee	\$ -	\$ -	\$ -
001-000-345-89-00-02	Requested Hearing Fee	\$ -	\$ -	\$ -
001-000-345-89-00-03	Impact Fee Adj Deferral APP	\$ -	\$ -	\$ -
001-000-347-20-00-00	Reimb - Sno Isle Library	\$ 7,600.00	\$ 7,232	\$ 7,304
001-000-347-60-00-00	Boating Safety Class	\$ -	\$ -	\$ -
001-000-352-30-00-00	Mandatory Insurance-Admin Fee	\$ -	\$ -	\$ -
001-000-353-10-00-00	District Court	\$ 240,000.00	\$ 118,414	\$ 150,000
001-000-353-10-00-01	Violations Bureau - Local	\$ 450.00	\$ 1,329	\$ 1,000
001-000-353-70-00-00	Building Code Enforce Fines	\$ -	\$ -	\$ -
001-000-359-00-00-00	Animal Impound Fees	\$ -	\$ -	\$ -
001-000-361-10-00-00	Investment Interest	\$ 5,000.00	\$ 87,195	\$ 91,555
001-000-361-40-00-00	Real & Personal Prop Tax Int	\$ 300.00	\$ 1,498	\$ 1,513
001-000-361-40-00-01	Sales & Use Tax Interest	\$ 4,700.00	\$ 3,780	\$ 3,818
001-000-361-40-00-02	Leasehold Excise Tax Interest	\$ -	\$ 1	\$ 1
001-000-362-00-00-01	Special Event - Rental Reimb	\$ 1,000.00	\$ -	\$ -
001-000-362-00-00-02	North Cove- Boat Launch Prking	\$ 8,000.00	\$ 10,000	\$ 10,000
001-000-362-00-00-03	Davies Beach - Launch/Parking	\$ 75,000.00	\$ 50,000	\$ 50,000
001-000-362-00-00-04	Lundeen Shelter Rental	\$ 7,500.00	\$ 9,000	\$ 9,000
001-000-362-00-00-05	The Mill - Rental	\$ 43,000.00	\$ 60,000	\$ 60,600
001-000-362-00-00-06	Chamber VIC Rental	\$ 1,200.00	\$ 3,000	\$ 3,000
001-000-362-00-00-08	WWTP Property Lease	\$ 10.00	\$ 10	\$ 10
001-000-362-00-00-09	Property Leases	\$ 95,000.00	\$ 104,907	\$ 128,730
001-000-362-00-00-10	Food Bank Lease	\$ 120.00	\$ 120	\$ 120
001-000-362-00-00-11	Community Garden Rental Fees	\$ 1,500.00	\$ 1,360	\$ 1,374
001-000-362-00-00-12	Row Club Rents	\$ 8,000.00	\$ 13,809	\$ 13,809
001-000-362-00-00-13	Boat Launch Closure Fees	\$ -	\$ 300	\$ 303
001-000-362-00-00-14	Boat Launch Annual Pass	\$ 2,500.00	\$ 1,800	\$ 3,000
001-000-362-00-00-15	Property Utility & Signs	\$ 22,000.00	\$ 25,185	\$ 26,000
001-000-362-00-00-16	20th ST Ball Field Rental	\$ 660.00	\$ -	\$ -
001-000-362-00-00-17	North Cove Park - Rental	\$ 7,500.00	\$ 3,243	\$ 5,000
001-000-362-00-00-50	Deposit Forfeitures	\$ -	\$ 390	\$ -
001-000-367-11-00-00	Donation to Arts	\$ -	\$ -	\$ -
001-000-367-11-00-02	Donation-Police Dept	\$ -	\$ 14,650	\$ -
001-000-367-11-00-04	Private Party Grant/Donation	\$ 5,500.00	\$ 5,201	\$ -
001-000-369-10-00-00	Sale of Surplus	\$ -	\$ -	\$ -
001-000-369-20-00-00	Unclaimed Money & Property	\$ 500.00	\$ 1,099	\$ -
001-000-369-30-00-00	Sale of Confiscated & Forfeite	\$ -	\$ 68	\$ -
001-000-369-40-00-00	Misc Rev. Judgment-Settlement	\$ -	\$ 425	\$ -
001-000-369-81-00-00	Cash Adjustments	\$ -	\$ -	\$ -
001-000-369-91-00-00	Miscellaneous Revenue - Other	\$ 5,000.00	\$ 12,541	\$ 5,000
001-000-381-20-00-00	Interfund Loan Repay Received	\$ -	\$ -	\$ -
001-000-382-10-00-00	Refundable Deposits	\$ -	\$ -	\$ -
001-000-382-10-00-01	The Mill - Deposit	\$ -	\$ 3,500	\$ 3,500

001-000-382-20-00-00	Retainage	\$ -	\$ 13,244	\$ -
001-000-388-10-00-00	Prior Period Adjustments	\$ -	\$ -	\$ -
001-000-389-90-00-00	Refunds or Overpayments	\$ -	\$ -	\$ -
001-000-395-10-00-00	Sale of Capital - Property	\$ -	\$ -	\$ -
001-000-395-20-00-00	Insurance Recoveries - Capital	\$ -	\$ 1,171	\$ -
001-000-397-00-00-00	Interfund Transfer In	\$ 1,300,000.00	\$ 2,359,690	\$ 1,366,000
001-000-398-10-00-00	Insurance Recoveries - Non Cap	\$ -	\$ 1,000	\$ -
Revenues		\$ 15,430,790.00	\$ 17,470,408	\$ 17,869,139

001-001-511-60-11-00	Legislative - Salaries	\$ 81,000.00	\$ 69,363	\$ 81,000
001-001-511-60-20-00	Legislative - Benefits	\$ 100.00	\$ 250	\$ 176
001-001-511-60-21-00	Legislative - Social Security	\$ 5,000.00	\$ 5,306	\$ 6,172
001-001-511-60-24-00	Legislative - Workers Comp	\$ 200.00	\$ 170	\$ 253
001-001-511-60-31-00	Legislative - Operating Costs	\$ 400.00	\$ 705	\$ 400
001-001-511-60-42-00	Legislative - Communication	\$ 4,500.00	\$ 3,717	\$ 4,500
001-001-511-60-43-00	Legislative - Travel & Mtgs	\$ 20,000.00	\$ 20,000	\$ 20,000
001-001-511-60-45-01	Legislative - Rentals	\$ -	\$ -	\$ -
001-001-511-60-49-01	Legislative - Prof. Developmen	\$ 5,000.00	\$ 5,000	\$ 5,000
001-001-511-60-49-02	Legislative - C.C.Retreat	\$ 5,000.00	\$ 2,191	\$ 15,000
001-001-513-10-11-00	Executive - Salaries	\$ 126,500.00	\$ 127,574	\$ 128,645
001-001-513-10-12-00	EX-Overtime	\$ -	\$ 789	\$ 856
001-001-513-10-20-00	Executive - Benefits	\$ 10,600.00	\$ 32,518	\$ 34,035
001-001-513-10-21-00	Executive - Social Security	\$ 9,700.00	\$ 9,662	\$ 9,841
001-001-513-10-22-00	Executive - Retirement	\$ 13,100.00	\$ 13,296	\$ 13,530
001-001-513-10-24-00	Executive - Workers Comp	\$ 350.00	\$ 369	\$ 373
001-001-513-10-31-00	Executive - Supplies	\$ 200.00	\$ 38	\$ 200
001-001-513-10-40-00	Executive - Prof Services	\$ -	\$ 7,500	\$ 7,500
001-001-513-10-42-00	Executive - Communications	\$ 600.00	\$ 507	\$ 558
001-001-513-10-43-00	Executive - Travel & Mtgs	\$ 4,400.00	\$ 10,000	\$ 10,000
001-001-513-10-49-00	Executive - Miscellaneous	\$ 100.00	\$ 343	\$ 343
001-001-513-10-49-01	Executive - Prof. Development	\$ 1,325.00	\$ 5,000	\$ 5,000
001-001-513-10-49-05	Executive - Board/Staff Apprec	\$ 500.00	\$ 500	\$ 500
001-001-514-40-40-00	Legislative - Election Costs	\$ 75,000.00	\$ 9,664	\$ 35,000
001-001-514-90-40-00	Legislative - Voter Reg Fees	\$ 45,000.00	\$ 40,134	\$ 45,000
001	Legislative & Executive	\$ 408,575.00	\$ 364,594	\$ 423,883
001-002-513-11-11-00	AD-Salaries	\$ 181,608.00	\$ 184,090	\$ 194,036
001-002-513-11-12-00	AD-Overtime	\$ 1,000.00	\$ 789	\$ 789
001-002-513-11-20-00	AD-Benefits	\$ 20,000.00	\$ 18,309	\$ 18,645
001-002-513-11-21-00	AD-Social Security	\$ 13,300.00	\$ 14,078	\$ 14,844
001-002-513-11-22-00	AD-Retirement	\$ 26,000.00	\$ 26,388	\$ 31,049
001-002-513-11-24-00	AD-Workers Comp	\$ 300.00	\$ 266	\$ 301
001-002-513-11-31-00	AD-Office Supply	\$ 800.00	\$ -	\$ 800
001-002-513-11-41-00	AD-Professional Services	\$ 500.00	\$ -	\$ 500
001-002-513-11-42-00	AD-Communications	\$ 1,300.00	\$ 1,413	\$ 1,554
001-002-513-11-43-00	AD-Travel & Meetings	\$ 5,700.00	\$ 10,000	\$ 10,000

001-002-513-11-48-00	AD-Repair & Maintenance	\$ -	\$ -	\$ -
001-002-513-11-49-00	AD-Staff Development	\$ 2,500.00	\$ 5,000	\$ 5,000
001-002-513-11-49-01	AD-Miscellaneous	\$ 2,000.00	\$ 583	\$ 2,000
002	Administration	\$ 255,008.00	\$ 260,914	\$ 279,517
001-003-514-20-11-00	CC-Salaries	\$ 106,593.00	\$ 112,522	\$ 115,804
001-003-514-20-12-00	CC-Overtime	\$ 1,000.00	\$ 1,579	\$ 1,579
001-003-514-20-20-00	CC-Benefits	\$ 16,100.00	\$ 13,795	\$ 18,236
001-003-514-20-21-00	CC-Social Security	\$ 7,800.00	\$ 8,374	\$ 8,859
001-003-514-20-22-00	CC-Retirement	\$ 11,500.00	\$ 12,410	\$ 13,228
001-003-514-20-24-00	CC-Workers Comp	\$ 350.00	\$ 317	\$ 357
001-003-514-20-31-00	CC-Office Supply	\$ 1,000.00	\$ 837	\$ 1,000
001-003-514-20-41-00	CC-Professional Services	\$ 10,000.00	\$ 3,549	\$ 10,000
001-003-514-20-42-00	CC-Communications	\$ 2,000.00	\$ 2,635	\$ 2,898
001-003-514-20-43-00	CC-Travel & Meetings	\$ 5,400.00	\$ 2,342	\$ 5,400
001-003-514-20-48-00	CC-Repair & Maintenance	\$ -	\$ -	\$ -
001-003-514-20-49-00	CC-Miscellaneous	\$ 600.00	\$ 1,011	\$ 600
001-003-514-20-49-02	CC-Staff Development	\$ 2,200.00	\$ 4,500	\$ 2,200
003	City Clerk	\$ 164,543.00	\$ 163,870	\$ 180,161
001-004-514-23-11-00	FI-Salaries	\$ 437,601.00	\$ 428,782	\$ 450,916
001-004-514-23-12-00	FI-Overtime	\$ 3,700.00	\$ 9,336	\$ 9,336
001-004-514-23-20-00	FI-Benefits	\$ 100,000.00	\$ 86,071	\$ 90,952
001-004-514-23-21-00	FI-Social Security	\$ 32,000.00	\$ 33,516	\$ 34,495
001-004-514-23-22-00	FI-Retirement	\$ 47,200.00	\$ 47,349	\$ 51,619
001-004-514-23-24-00	FI-Workers Comp	\$ 1,300.00	\$ 1,279	\$ 1,390
001-004-514-23-31-00	FI-Office Supplies	\$ 4,800.00	\$ 3,458	\$ 4,800
001-004-514-23-41-00	FI-Professional Service	\$ 61,747.00	\$ 50,000	\$ 50,000
001-004-514-23-41-01	FI-Advertising	\$ 100.00	\$ -	\$ 100
001-004-514-23-42-00	FI-Communications	\$ 1,800.00	\$ 2,729	\$ 3,002
001-004-514-23-43-00	FI-Travel & Meetings	\$ 5,800.00	\$ 1,000	\$ 5,800
001-004-514-23-46-00	FI-Insurance	\$ 100.00	\$ 97	\$ 102
001-004-514-23-48-00	FI-Software Maint	\$ 500.00	\$ 500	\$ 500
001-004-514-23-49-00	FI-Miscellaneous	\$ 1,200.00	\$ 1,325	\$ 1,200
001-004-514-23-49-01	FI-Staff Development	\$ 4,000.00	\$ 3,514	\$ 4,000
001-004-514-23-49-02	FI-Banking Services	\$ 2,500.00	\$ 2,006	\$ 2,500
001-004-514-23-49-03	FI-Credit Card Services	\$ 85,000.00	\$ 96,895	\$ 98,833
001-004-594-14-64-00	FI- Capital Outlay	\$ -	\$ -	\$ -
004	Finance	\$ 789,348.00	\$ 767,856	\$ 809,545
001-005-517-60-31-00	HR-Safety Program	\$ 5,000.00	\$ 5,000	\$ 5,000
001-005-517-90-30-00	HR - Wellness Program Supplies	\$ -	\$ -	
001-005-517-90-41-00	HR-Wellness Program	\$ 2,000.00	\$ 2,000	\$ 2,000
001-005-518-10-11-00	HR-Salaries	\$ 370,299.00	\$ 354,219	\$ 382,936
001-005-518-10-12-00	HR-Overtime	\$ 1,300.00	\$ -	\$ 1,300
001-005-518-10-20-00	HR-Benefits	\$ 93,445.00	\$ 53,398	\$ 59,477
001-005-518-10-21-00	HR-Soc Security	\$ 20,000.00	\$ 19,630	\$ 29,295

001-005-518-10-22-00	HR-Retirement	\$ 29,500.00	\$ 37,687	\$ 43,898
001-005-518-10-24-00	HR-Workers Comp	\$ 700.00	\$ 926	\$ 1,049
001-005-518-10-31-00	HR-Office Supplies	\$ 1,500.00	\$ 1,047	\$ 1,500
001-005-518-10-31-01	HR-Operating Cost	\$ 4,600.00	\$ 6,627	\$ 4,600
001-005-518-10-31-02	HR - Emergency Mgmt Supplies	\$ -	\$ -	\$ 5,000
001-005-518-10-41-00	HR-Professional Services	\$ 3,500.00	\$ 1,130	\$ 5,000
001-005-518-10-41-01	HR - Advertising/Marketing	\$ 35,500.00	\$ 35,500	\$ 35,500
001-005-518-10-42-00	HR-Communications	\$ 1,700.00	\$ 2,894	\$ 1,857
001-005-518-10-43-00	HR-Travel & Meetings	\$ 8,000.00	\$ 8,000	\$ 8,000
001-005-518-10-49-00	HR-Miscellaneous	\$ 1,400.00	\$ 1,171	\$ 1,400
001-005-518-10-49-01	HR-Staff Development	\$ 7,000.00	\$ 7,000	\$ 8,000
001-005-518-10-49-02	HR-Employee Recognition	\$ 5,000.00	\$ 2,090	\$ 5,000
001-005-518-10-49-03	HR - Tuition Reimbursement CW	\$ 10,000.00	\$ -	\$ 10,000
<i>Position Request</i>				\$ -
<i>Item Requests</i>				\$ 6,320
005	Human Resources	\$ 600,444.00	\$ 538,319	\$ 617,131
001-006-518-80-11-00	IT-Salaries	\$ 276,918.00	\$ 208,886	\$ 287,755
001-006-518-80-12-00	IT-Overtime	\$ 1,000.00	\$ 682	\$ 1,000
001-006-518-80-20-00	IT-Benefits	\$ 56,000.00	\$ 31,541	\$ 71,149
001-006-518-80-21-00	IT-Soc Security	\$ 20,300.00	\$ 15,933	\$ 22,013
001-006-518-80-22-00	IT-Retirement	\$ 30,000.00	\$ 20,573	\$ 32,805
001-006-518-80-24-00	IT-Workers Comp	\$ 750.00	\$ 413	\$ 786
001-006-518-80-31-00	IT-Office Supplies	\$ 6,500.00	\$ 2,940	\$ 6,500
001-006-518-80-32-00	IT-Fuel	\$ 200.00	\$ -	\$ -
001-006-518-80-41-00	IT-Professional Services	\$ 25,000.00	\$ 53,777	\$ 25,000
001-006-518-80-42-00	IT-Communications	\$ 5,400.00	\$ 7,169	\$ 7,886
001-006-518-80-43-00	IT-Travel & Meetings	\$ 5,000.00	\$ 307	\$ 10,000
001-006-518-80-48-00	IT-Repair & Maintenance	\$ -	\$ -	\$ 5,000
001-006-518-80-49-00	IT-Miscellaneous	\$ 200.00	\$ 400	\$ 400
001-006-518-80-49-01	IT-Staff Development	\$ 4,800.00	\$ 4,293	\$ 4,800
<i>Position Request</i>				\$ 8,700
<i>Item Requests</i>				\$ -
006	Information Technology	\$ 432,068.00	\$ 346,914	\$ 483,794
001-007-517-20-20-00	Pension and Other Benefits	\$ -	\$ -	
001-007-558-50-11-00	PL-Salaries	\$ 926,000.00	\$ 788,230	\$ 827,619
001-007-558-50-12-00	PL-Overtime	\$ 1,200.00	\$ 3,159	\$ 1,200
001-007-558-50-20-00	PL-Benefits	\$ 227,000.00	\$ 169,332	\$ 178,351
001-007-558-50-21-00	PL-Social Security	\$ 68,000.00	\$ 59,957	\$ 63,313
001-007-558-50-22-00	PL-Retirement	\$ 100,000.00	\$ 86,330	\$ 94,791
001-007-558-50-24-00	PL-Workers Comp	\$ 2,700.00	\$ 2,311	\$ 4,471
001-007-558-50-31-00	PL-Office Supplies	\$ 4,000.00	\$ 2,729	\$ 4,000
001-007-558-50-31-01	PL-Operating Costs	\$ 6,000.00	\$ 434	\$ 4,000
001-007-558-50-31-02	PL-Permit Related Op. Costs	\$ 22,000.00	\$ 48,007	\$ 48,500
001-007-558-50-32-00	PL-Fuel	\$ -	\$ 58	\$ 59

001-007-558-50-41-00	PL-Professional Servic	\$ 220,000.00	\$ 220,000	\$ 170,000
001-007-558-50-41-01	PL-CA-Developer Reimb	\$ -	\$ -	\$ -
001-007-558-50-41-02	PL-Software Maint.	\$ -	\$ -	\$ -
001-007-558-50-41-03	PL-Advertising	\$ 5,000.00	\$ 2,597	\$ 5,000
001-007-558-50-41-04	Permit Related Professional Sr	\$ 145,000.00	\$ 135,802	\$ 125,000
001-007-558-50-42-00	PL-Communication	\$ 9,000.00	\$ 12,214	\$ 13,436
001-007-558-50-43-00	PL-Travel & Mtgs	\$ 6,000.00	\$ 6,000	\$ 6,000
001-007-558-50-48-00	PL-Repairs & Maint.	\$ 1,500.00	\$ 1,526	\$ 1,500
001-007-558-50-49-00	PL-Miscellaneous	\$ 700.00	\$ 429	\$ 4,000
001-007-558-50-49-01	PL-Staff Development	\$ 6,000.00	\$ 5,678	\$ 6,000
001-007-558-50-49-02	PL-Printing and Bindin	\$ 1,000.00	\$ -	\$ 1,000
001-007-558-60-41-00	PL-UGA-RUTA-Annexation	\$ 10,000.00	\$ 40,546	\$ 10,000
001-007-558-60-41-02	PL-Prof Serv-Hearing E	\$ 2,000.00	\$ 2,000	\$ 2,000
001-007-558-60-41-03	PL-GIS Mapping	\$ -	\$ -	
001-007-558-70-31-00	PL - Citywide Beautification	\$ 100,307.00	\$ 100,307	\$ 10,000
001-007-558-70-41-00	PL-Economic Devel	\$ 10,000.00	\$ 10,000	\$ 10,000
001-007-559-30-11-00	PB-Salaries	\$ 544,121.00	\$ 419,837	\$ 511,723
001-007-559-30-12-00	PB-Overtime	\$ 9,000.00	\$ 1,317	\$ 9,000
001-007-559-30-20-00	PB-Benefits	\$ 157,908.00	\$ 117,451	\$ 149,867
001-007-559-30-21-00	PB-Social Security	\$ 38,000.00	\$ 31,656	\$ 39,147
001-007-559-30-22-00	PB-Retirement	\$ 48,500.00	\$ 38,146	\$ 58,706
001-007-559-30-24-00	PB-Workers Comp	\$ 10,500.00	\$ 8,055	\$ 11,162
001-007-559-30-31-00	PB-Office Supplies	\$ 5,600.00	\$ 257	\$ 5,600
001-007-559-30-31-01	PB-Operating Cost	\$ 3,629.00	\$ 1,015	\$ 2,629
001-007-559-30-31-02	PB-Clothing	\$ 150.00	\$ 355	\$ 2,025
001-007-559-30-32-00	PB-Fuel	\$ 1,000.00	\$ 1,483	\$ 1,513
001-007-559-30-40-01	PL - Contrib to Vehicle Replac	\$ 15,000.00	\$ 15,000	\$ 20,000
001-007-559-30-41-00	PB-Professional Srv	\$ 1,500.00	\$ 475	\$ 1,500
001-007-559-30-41-01	PB-Advertising	\$ -	\$ 86	\$ -
001-007-559-30-42-00	PB-Communication	\$ 5,000.00	\$ 3,804	\$ 5,500
001-007-559-30-43-00	PB-Travel & Mtgs	\$ 1,000.00	\$ 1,000	\$ 1,000
001-007-559-30-48-00	PB-Repair & Maintenance	\$ 1,000.00	\$ 1,526	\$ 1,000
001-007-559-30-49-00	PB-Miscellaneous	\$ 500.00	\$ 490	\$ 1,000
001-007-559-30-49-01	PB-Staff Development	\$ 2,300.00	\$ 2,606	\$ 2,300
001-007-571-00-30-00	PL-Park & Recreation	\$ 20,000.00	\$ 20,000	\$ -
001-007-594-58-63-00	PL-Capital Outlay	\$ -	\$ -	\$ -
001-007-594-59-63-00	PB-Capital Outlay	\$ -	\$ -	\$ -
Position Request				\$ 8,967
Item Requests				\$ 50,000
007	Planning & Community Develop	\$ 2,738,115.00	\$ 2,362,204	\$ 2,472,877
001-008-518-61-40-00	LE - Judgments & Settlements	\$ -	\$ -	
001-008-521-10-40-00	LE - Contrib to Vehicle Repl	\$ 250,000.00	\$ 250,000	\$ 277,000
001-008-521-10-40-01	LE - Contrib to Boat Repl	\$ 8,000.00	\$ 8,000	\$ 16,000
001-008-521-10-40-02	LE-Contrib toTaser Repl	\$ 24,000.00	\$ 24,000	\$ 24,000

001-008-521-10-40-03	LE - Contrib to Firearm Repl	\$ 20,000.00	\$ 20,000	\$ 20,000
001-008-521-10-40-04	LE - Contrib to BWC	\$ -	\$ 140,042	\$ 40,000
001-008-521-20-11-00	LE-Salaries	\$ 4,254,239.00	\$ 3,857,445	\$ 4,452,438
001-008-521-20-12-00	LE-Overtime	\$ 300,000.00	\$ 388,402	\$ 309,000
001-008-521-20-14-00	LE-Salaries Extra Duty	\$ -	\$ -	\$ -
001-008-521-20-15-00	LE-Holiday Cashout	\$ 110,000.00	\$ 43,716	\$ 113,300
001-008-521-20-16-00	LE-Signing Bonus	\$ 20,000.00	\$ 20,000	\$ 120,000
001-008-521-20-20-00	LE-Benefits	\$ 1,135,918.00	\$ 846,562	\$ 1,107,012
001-008-521-20-21-00	LE-Social Security	\$ 314,000.00	\$ 330,662	\$ 340,619
001-008-521-20-22-00	LE-Retirement	\$ 252,000.00	\$ 274,658	\$ 270,202
001-008-521-20-24-00	LE-Workers Comp	\$ 125,000.00	\$ 109,301	\$ 140,680
001-008-521-20-26-00	LE-Clothing Allowance	\$ 28,000.00	\$ 26,100	\$ 31,000
001-008-521-20-31-00	LE-Office Supplies	\$ 17,000.00	\$ 12,638	\$ 17,000
001-008-521-20-31-01	LE-Fixed Minor Equipment	\$ 78,000.00	\$ 52,929	\$ 83,000
001-008-521-20-31-02	LE-Minor Equipment	\$ 29,700.00	\$ 34,414	\$ 29,700
001-008-521-20-31-03	LE-Donation Exp Helmets	\$ -	\$ -	\$ -
001-008-521-20-31-04	LE-Donation Exp - Other	\$ 1,500.00	\$ 15,734	\$ -
001-008-521-20-31-05	LE-Equipment - New Officers	\$ 84,732.00	\$ 84,732	\$ 50,000
001-008-521-20-31-06	LE-Emergency Mgmt Supplies	\$ 5,000.00	\$ 581	\$ -
001-008-521-20-31-07	LE-Donation Canine Unit	\$ -	\$ -	\$ -
001-008-521-20-31-08	LE - Business Meeting Supplies	\$ -	\$ -	\$ 4,000
001-008-521-20-32-00	LE-Fuel	\$ 72,000.00	\$ 76,922	\$ 100,000
001-008-521-20-41-00	LE-Professional Services	\$ 37,500.00	\$ 41,241	\$ 39,000
001-008-521-20-41-01	LE-Professional Serv-Fixed	\$ 68,300.00	\$ 78,574	\$ 73,300
001-008-521-20-41-03	LE-Advertising	\$ 1,500.00	\$ -	\$ 1,500
001-008-521-20-42-00	LE-Communication	\$ 60,000.00	\$ 62,710	\$ 68,981
001-008-521-20-43-00	LE-Travel & Per Diem	\$ 44,500.00	\$ 34,923	\$ 44,500
001-008-521-20-43-01	LE-Business Meetings	\$ 5,000.00	\$ 2,791	\$ 5,000
001-008-521-20-46-00	LE-Insurance	\$ 302,408.00	\$ 302,408	\$ 365,000
001-008-521-20-48-00	LE-Repair & Maintenance Equip	\$ 80,000.00	\$ 51,024	\$ 80,000
001-008-521-20-49-00	LE-Dues & Memberships	\$ 4,000.00	\$ 1,663	\$ 4,000
001-008-521-21-11-00	LE-Boating Salaries Local	\$ 20,000.00	\$ 20,000	\$ 20,000
001-008-521-21-11-01	LE-Boating - Other Salaries	\$ 50,000.00	\$ 3,279	\$ 50,000
001-008-521-21-20-00	LE-Boating Benefit Local	\$ 8,200.00	\$ 10,128	\$ 8,200
001-008-521-21-20-01	LE-Boat Other Benefits	\$ 3,100.00	\$ 639	\$ 3,100
001-008-521-21-26-00	LE-Boating Clothing	\$ 500.00	\$ 405	\$ 500
001-008-521-21-31-00	LE-Boating Minor Equipment	\$ 9,500.00	\$ 1,714	\$ 4,000
001-008-521-21-32-00	LE-Boating-Fuel	\$ 2,500.00	\$ -	\$ 2,500
001-008-521-21-43-00	LE-Boating-Travel & Per Diem	\$ 6,000.00	\$ -	\$ 4,000
001-008-521-21-48-00	LE-Boating Repair & Maint	\$ 5,500.00	\$ 1,971	\$ 3,500
001-008-521-30-31-00	LE-Community Outreach Supplies	\$ 5,000.00	\$ 5,000	\$ 5,000
001-008-521-30-41-00	LE-Drug Task Force	\$ 6,500.00	\$ -	\$ 6,500
001-008-521-40-49-01	LE-Registration Fees	\$ 36,000.00	\$ 36,000	\$ 36,000
001-008-521-40-49-03	LE-Staff Development - BLEA	\$ 3,100.00	\$ -	\$ 22,422

001-008-521-40-49-04	LE-Finance Charges	\$ 100.00	\$ -	
001-008-521-40-49-05	LE-Tuition Program	\$ -	\$ -	
001-008-521-41-49-01	LE-Boating- Registration Fees	\$ 3,000.00	\$ -	\$ 500
001-008-521-50-30-00	LE-Facilities Supplies	\$ 10,200.00	\$ 3,744	\$ 10,200
001-008-521-50-30-01	LE-Facilities Minor Equipment	\$ 3,000.00	\$ 327	\$ 3,000
001-008-521-50-30-02	LE-Fleet Minor Equipment	\$ 5,000.00	\$ 3,413	\$ 5,000
001-008-521-50-47-00	LE-Facility Utilities	\$ 29,000.00	\$ 24,948	\$ 29,000
001-008-521-50-48-00	LE-Facility Repair & Maint	\$ 36,000.00	\$ 20,352	\$ 36,000
001-008-523-60-41-00	LE-Jail	\$ 480,000.00	\$ 474,219	\$ 494,400
001-008-528-00-41-00	LE-SNO911	\$ 379,215.00	\$ 379,214	\$ 406,305
001-008-554-30-41-00	LE-Animal Control	\$ 15,000.00	\$ 19,243	\$ 19,435
001-008-594-21-60-00	LE-Capital Boating	\$ 54,000.00	\$ 54,000	\$ -
001-008-594-21-63-00	LE-Capital Outlays Equipment	\$ 142,717.00	\$ 85,000	\$ -
001-008-594-21-63-01	LE-Capital Outlay - Facilities	\$ 41,000.00	\$ 41,000	\$ -
Council Position Directive				\$ -
Position Requests				\$ -
Item Requests				\$ 50,000
008	Law Enforcement	\$ 9,086,429.00	\$ 8,376,769	\$ 9,445,794
001-010-576-80-11-00	PK-Salaries	\$ 572,451.00	\$ 414,339	\$ 954,116
001-010-576-80-12-00	PK-Overtime	\$ 16,000.00	\$ 23,791	\$ 16,000
001-010-576-80-20-00	PK-Benefits	\$ 177,922.00	\$ 87,636	\$ 216,047
001-010-576-80-21-00	PK-Social Security	\$ 31,000.00	\$ 33,885	\$ 72,990
001-010-576-80-22-00	PK-Retirement	\$ 40,100.00	\$ 41,830	\$ 98,382
001-010-576-80-24-00	PK-Workers Comp	\$ 12,000.00	\$ 10,982	\$ 20,490
001-010-576-80-26-00	PK-Clothing - Boot Allowance	\$ -	\$ 1,541	\$ -
001-010-576-80-31-00	PK-Operating Costs	\$ 135,000.00	\$ 170,575	\$ 118,200
001-010-576-80-31-01	PK-Ops-Clothing	\$ 4,700.00	\$ 1,947	\$ 7,800
001-010-576-80-31-02	PK-Office Supplies	\$ -	\$ -	\$ 1,500
001-010-576-80-31-03	PK-Equipment & Tools	\$ -	\$ -	\$ 18,000
001-010-576-80-31-04	PK-Vandalism Supplies	\$ -	\$ -	\$ 8,000
001-010-576-80-31-05	PK-R&M Supplies	\$ -	\$ -	\$ 80,000
001-010-576-80-31-06	PK-Lake Safety	\$ 4,000.00	\$ 830	\$ 8,000
001-010-576-80-31-07	PK-Recreation Supplies	\$ -	\$ -	\$ 10,000
001-010-576-80-31-08	PK-Special Event Supplies	\$ -	\$ -	\$ 15,000
001-010-576-80-31-10	PK-Boat Launch Expenses	\$ 21,000.00	\$ 6,000	\$ 8,000
001-010-576-80-32-00	PK-Fuel Costs	\$ 20,000.00	\$ 16,027	\$ 2,000
001-010-576-80-40-02	PK - Contrib to PW Eqpt	\$ 40,000.00	\$ 40,000	\$ 40,000
001-010-576-80-41-00	PK-Professional Services	\$ 100,000.00	\$ 49,428	\$ 37,000
001-010-576-80-41-01	PK-Professional Tree Srv	\$ 150,000.00	\$ 50,000	\$ 60,000
001-010-576-80-41-02	PK-Row Club Discount on Rent	\$ 2,500.00	\$ 2,990	\$ 2,990
001-010-576-80-42-00	PK-Communication	\$ 9,000.00	\$ 17,049	\$ 15,000
001-010-576-80-42-01	PK-Advertising Services	\$ -	\$ -	\$ 3,000
001-010-576-80-43-00	PK-Travel & Meetings	\$ 200.00	\$ 871	\$ 20,000
001-010-576-80-45-00	PK-Equipment Rental	\$ 8,000.00	\$ 33,375	\$ 32,000

001-010-576-80-45-01	PK-Dumpster Service	\$ 3,500.00	\$ -	\$ -
001-010-576-80-46-00	PK-Insurance	\$ 52,565.00	\$ 52,565	\$ 63,000
001-010-576-80-47-00	PK-Utilities	\$ 40,000.00	\$ 33,250	\$ 47,000
001-010-576-80-47-01	PK-Storm Drainage	\$ 23,490.00	\$ 23,490	\$ 24,000
001-010-576-80-48-00	PK-Repair & Maintenance	\$ 19,400.00	\$ 27,555	\$ 26,000
001-010-576-80-49-00	PK-Dues & Memberships	\$ 150.00	\$ 387	\$ 500
001-010-576-80-49-01	PK-Staff Development	\$ 3,400.00	\$ 4,248	\$ 20,000
001-010-576-81-49-00	PK-Park Board-Miscellaneous	\$ -	\$ -	\$ -
001-010-594-76-11-00	Park CP Salaries	\$ 4,000.00	\$ -	\$ -
001-010-594-76-20-00	Park CP Benefits	\$ 1,000.00	\$ -	\$ -
001-010-594-76-64-00	PK-Capital Outlay	\$ -	\$ -	\$ -
North Cove Floating Dock Bulkhead (RF)				\$ 15,000
Position Requests				\$ 95,132
Item Requests				\$ 75,237
010	Parks	\$ 1,491,378.00	\$ 1,144,590	\$ 2,230,384
001-011-515-41-41-00	Ext Consultation - City Atty	\$ 328,000.00	\$ 169,903	\$ 175,000
001-011-515-41-41-01	Ext Consult - PRA	\$ 20,000.00	\$ 20,782	\$ 21,406
001-011-515-41-41-02	Ext Consult - Prosecutor Svs	\$ 170,000.00	\$ 165,820	\$ 175,100
001-011-515-41-41-03	Ext Consult - Labor Relations	\$ 25,000.00	\$ 25,000	\$ 50,000
001-011-515-41-41-04	Ext Attorney - Sewer	\$ 50,000.00	\$ 19,222	\$ 50,000
001-011-515-45-41-00	Ext Litigation - City Atty	\$ 5,000.00	\$ 24,744	\$ 25,486
001-011-515-45-41-02	Ext Litigation - Sewer	\$ 140,000.00	\$ 115,599	\$ -
001-011-515-91-41-00	LG-General Public Defender	\$ 135,000.00	\$ 135,000	\$ 139,050
001-011-515-91-41-01	Social Worker Program (Grant)	\$ 13,870.00	\$ 12,720	\$ 12,720
001-011-518-63-40-00	Grant Exp - Arlington	\$ 14,400.00	\$ -	\$ -
011	Legal	\$ 901,270.00	\$ 688,791	\$ 648,762
001-012-557-30-31-00	CS- Visitor Center	\$ -	\$ -	\$ -
001-012-557-30-40-01	CS- VIC Utilities	\$ 1,300.00	\$ 1,524	\$ 1,539
001-012-557-30-40-02	CS- VIC Professional Services	\$ -	\$ -	\$ -
001-012-565-10-49-00	CS- Human Services	\$ 20,000.00	\$ 20,000	\$ 30,000
001-012-565-20-40-00	CS- Veteran Services	\$ 3,414.00	\$ -	\$ -
001-012-569-00-31-00	CS- Senior Services-Supplies	\$ 250.00	\$ -	\$ -
001-012-569-00-47-00	CS- Senior Services-Utilities	\$ -	\$ -	\$ -
001-012-569-00-48-00	CS- Senior Services R&M	\$ 1,500.00	\$ 564	\$ 1,500
001-012-571-20-45-00	CS- Special Event-Equip Rent	\$ 1,500.00	\$ -	\$ -
001-012-572-20-31-00	CS- Library-Office & Operating	\$ 500.00	\$ -	\$ -
001-012-572-20-41-00	CS- Library-Professional Svc	\$ -	\$ -	\$ -
001-012-572-20-47-00	CS- Library-Utilities	\$ 10,000.00	\$ 7,952	\$ 8,032
001-012-572-20-47-01	CS- Library Storm Drainage	\$ 2,147.00	\$ 1,839	\$ 2,220
001-012-572-20-48-00	CS- Library-Repair & Maint	\$ 1,500.00	\$ 2,952	\$ 3,000
001-012-573-20-31-00	Arts - Operating Cost	\$ -	\$ -	\$ -
001-012-573-90-31-00	CS- Aquafest	\$ 3,500.00	\$ -	\$ -
001-012-575-30-31-00	CS- Museum - Operating	\$ 100.00	\$ -	\$ -
001-012-575-30-42-00	CS- Museum - Communications	\$ 3,500.00	\$ 842	\$ 1,000

001-012-575-30-47-00	CS- Museum - Utilities	\$ 1,500.00	\$ 6,706	\$ 6,773
001-012-575-50-31-00	CS- The Mill- Ops	\$ 37,000.00	\$ 37,000	\$ 10,000
001-012-575-50-41-00	CS- The Mill- Janitorial	\$ 5,000.00	\$ 915	\$ -
001-012-575-50-42-00	CS- The Mill- Communication	\$ 500.00	\$ 842	\$ 850
001-012-575-50-47-00	CS- The Mill- Utilities	\$ 20,000.00	\$ 17,522	\$ 17,697
001-012-575-50-48-00	CS- The Mill - R & M	\$ 2,000.00	\$ 3,233	\$ 2,000
001-012-575-51-31-00	CS- Grimm House - Operating	\$ 50,000.00	\$ 50,000	\$ -
001-012-575-51-47-00	CS- Grimm House Utilities	\$ 1,500.00	\$ 1,848	\$ 1,500
001-012-594-72-63-00	CS- Library - Capital Outlay	\$ -	\$ -	\$ -
001-012-594-75-64-00	CS- The Mill - Capital	\$ -	\$ -	\$ -
012	Community	\$ 166,711.00	\$ 153,739	\$ 86,111
001-013-511-70-40-00	Lobbying Services	\$ 65,000.00	\$ 60,912	\$ 65,000
001-013-512-50-41-00	GG-Municipal Court Fees	\$ -	\$ -	\$ -
001-013-512-52-40-00	GG-Municipal Court Fees 2022	\$ 200,000.00	\$ 68,374	\$ 100,000
001-013-518-20-31-00	GG-Operating Costs	\$ 17,400.00	\$ 16,730	\$ 17,400
001-013-518-20-32-00	GG-Fuel	\$ 500.00	\$ -	\$ 500
001-013-518-20-41-00	GG-Professional Service	\$ 141,000.00	\$ 140,796	\$ 141,000
001-013-518-20-42-00	GG-Communication	\$ 4,800.00	\$ 5,345	\$ 5,880
001-013-518-20-45-00	GG-Rental & Services	\$ 2,500.00	\$ 739	\$ 2,500
001-013-518-20-45-01	GG-Dumpster Service	\$ -	\$ -	\$ -
001-013-518-20-46-00	GG-Insurance	\$ 160,991.00	\$ 160,991	\$ 193,000
001-013-518-20-47-00	GG-Utilities	\$ 18,500.00	\$ 12,178	\$ 18,500
001-013-518-20-47-01	GG-Storm Drainage	\$ 29,611.00	\$ 29,611	\$ 30,400
001-013-518-20-47-02	GG-Utilities for Rentals	\$ 30,000.00	\$ 16,308	\$ 16,471
001-013-518-20-48-00	GG-Repair & Maintenance	\$ 90,000.00	\$ 48,082	\$ 40,000
001-013-518-20-49-00	GG-Miscellaneous	\$ 1,000.00	\$ 1,316	\$ 1,500
001-013-518-30-11-00	GG-Salaries Regular	\$ 399,721.00	\$ 246,231	\$ 391,198
001-013-518-30-12-00	GG-Salaries Overtime	\$ 11,000.00	\$ 10,094	\$ 11,000
001-013-518-30-20-00	GG-Benefits	\$ 170,072.00	\$ 57,895	\$ 104,179
001-013-518-30-21-00	GG-Social Security	\$ 26,500.00	\$ 20,037	\$ 29,927
001-013-518-30-22-00	GG-Retirement	\$ 36,500.00	\$ 25,349	\$ 40,645
001-013-518-30-22-01	GG-Deferred Match Program	\$ -	\$ -	\$ 9,892
001-013-518-30-24-00	GG-Workers Comp	\$ 10,400.00	\$ 5,388	\$ 6,185
001-013-518-30-26-00	GG-Clothing-Boot Allowance	\$ 1,000.00	\$ -	\$ -
001-013-518-30-41-01	GG-Advertising	\$ 4,000.00	\$ 701	\$ 1,000
001-013-518-61-49-00	GG-Judgments & Settlements	\$ -	\$ -	\$ -
001-013-518-70-49-00	GG-PRR - Print-Copy	\$ -	\$ -	\$ -
001-013-518-90-40-00	GG - Contrib to Unemployment	\$ -	\$ -	\$ 24,394
001-013-518-90-40-01	GG - Contrib to Computer	\$ 254,100.00	\$ 254,100	\$ 254,100
001-013-518-90-49-00	GG-PSRC	\$ 12,000.00	\$ 12,800	\$ 14,000
001-013-518-90-49-01	GG-Chamber of Commerce	\$ 18,000.00	\$ 18,295	\$ 18,295
001-013-518-90-49-02	GG-Economic Alliance	\$ 3,000.00	\$ 3,000	\$ 3,000
001-013-518-90-49-03	GG-Visitor Center -SnoCo Contr	\$ 800.00	\$ -	\$ -
001-013-518-90-49-04	GG-AWC	\$ 28,000.00	\$ 27,092	\$ 35,000

001-013-518-90-49-05	GG-SnoCo Tomorrow	\$ 7,000.00	\$ 7,524	\$ 8,502
001-013-518-90-49-06	GG-Excise Tax	\$ 1,000.00	\$ 12,005	\$ 13,206
001-013-518-90-49-09	GG-Snohomish Health District	\$ 39,000.00	\$ -	\$ -
001-013-524-60-31-01	GG-Protectective Insp Enforce	\$ -	\$ -	\$ -
001-013-525-10-41-00	GG-Emergency	\$ 44,000.00	\$ 50,704	\$ 58,817
001-013-553-70-31-00	GG-Pollution Earthday Supplies	\$ -	\$ -	\$ -
001-013-553-70-41-00	GG - Air Pollution	\$ 23,000.00	\$ 23,580	\$ 26,472
001-013-566-00-41-00	GG - Liquor Tax to SnoCo	\$ 10,000.00	\$ 11,506	\$ 11,621
001-013-581-10-00-00	Interfund Loan	\$ -	\$ -	\$ -
001-013-582-10-00-00	Refund	\$ 200.00	\$ -	\$ -
001-013-582-20-00-00	Refund of Retainage Deposits	\$ -	\$ -	\$ -
001-013-597-00-00-07	GG-Contrib to Muni Arts Fund	\$ 11,000.00	\$ 11,000	\$ -
	<i>Position Requests</i>			\$ 125,580
	<i>Item Requests</i>			\$ 12,579

013	General Government	\$ 1,871,595.00	\$ 1,358,683	\$ 1,831,742
	Expenditures	\$ 18,905,484.00	\$ 16,527,245	\$ 19,509,701
001	General Cash	\$ 1,990,997.87	\$ 6,408,855	\$ 4,768,293

002	Contingency Beginning Cash	\$ 5,840,281.68	\$ 5,840,282	\$ 6,696,998
002-000-313-11-00-00	Local Construction Sales Tax	\$ 1,200,000.00	\$ 856,717	\$ 800,000
002-000-361-10-00-00	Investment Interest	\$ 4,800.00	\$ -	\$ -
002-000-381-20-00-00	Interfund Loan Repay Receipt	\$ -	\$ -	\$ -
002-000-389-90-00-00	Uncashed Checks	\$ -	\$ -	\$ -
002-000-397-00-00-00	Interfund Transfer In	\$ -	\$ -	\$ -
	Revenues	\$ 1,204,800.00	\$ 856,717	\$ 800,000
002-000-581-10-00-00	Interfund Loan	\$ -	\$ -	\$ -
002-000-589-90-00-00	Unclaimed Checks Paid	\$ -	\$ -	\$ -
002-000-597-00-00-00	GR - Interfund Transfer Out	\$ -	\$ -	\$ -
002-010-594-76-61-01	Park Acquisition	\$ -	\$ -	\$ -
002-013-518-20-30-00	CV - Supplies	\$ -	\$ -	\$ -
002-013-518-20-40-00	CV - Professional Services	\$ -	\$ -	\$ -
002-013-518-63-40-00	CV - Grant Pass Thru	\$ -	\$ -	\$ -
002-013-518-63-40-01	CV - SnoCo Grant Pass Thru	\$ -	\$ -	\$ -
002-013-594-18-60-00	Property Acquisition	\$ -	\$ -	\$ -
002-013-594-18-60-01	CV - Capital Purchases	\$ -	\$ -	\$ -
	Expenses	\$ -	\$ -	\$ -
002	Contingency Reserve	\$ 7,045,081.68	\$ 6,696,998	\$ 7,496,998

003	Permitting - Beginning Cash	\$ 3,799,323.47	\$ 3,799,323	\$ 4,292,021
003-000-322-10-00-00	Building Permits	\$ 1,500,000.00	\$ 1,577,880	\$ 1,500,000
003-000-345-81-00-00	Zoning-Subdivision Fees	\$ 300,000.00	\$ 220,989	\$ 220,989
003-000-361-10-00-00	Investment Interest - To GF	\$ -	\$ -	\$ -
003-000-381-20-00-00	Interfund Loan Repay Receipt	\$ -	\$ -	\$ -
	Revenues	\$ 1,800,000.00	\$ 1,798,869	\$ 1,720,989
003-000-581-10-00-00	Interfund Loan	\$ -	\$ -	\$ -
003-007-558-50-49-00	Miscellaneous	\$ -	\$ 267	\$ 200

003-007-594-58-63-00	Permit Capital	\$ -	\$ -	\$ -
003-007-597-00-00-00	Interfund Transfer Out	\$ 1,020,000.00	\$ 1,305,903	\$ 1,300,000
Postion Requests				\$ 139,549
	Expenses	\$ 1,020,000.00	\$ 1,306,171	\$ 1,439,749
003	Permitting - Managerial	\$ 4,579,323.47	\$ 4,292,021	\$ 4,573,261
004	Pandemic Recovery - Managerial	\$ 4,651,151.56	\$ 4,651,152	\$ 1,368,508
004-000-332-92-10-19	ARPA - LFR Funds	\$ 4,737,714.00	\$ 4,737,717	
004-000-361-10-00-00	Investment Interest	\$ -	\$ -	
004-000-381-20-00-00	Interfund Loan Repay Receipt	\$ -	\$ -	
	Revenues	\$ 4,737,714.00	\$ 4,737,717	\$ -
004-000-581-10-00-00	Interfund Loan	\$ -	\$ -	
004-000-597-00-00-00	Interfund Transfer Out	\$ 1,969,685.00	\$ 1,984,979	\$ 196,000
004-010-594-76-60-00	PR - Davies Pier Restoration	\$ 50,000.00	\$ 50,000	
004-010-594-76-60-01	PR - Eagle Ridge Park	\$ 459,000.00	\$ -	\$ 459,000
004-010-594-76-60-02	PR - Frontier Heights Park P2	\$ 225,000.00	\$ 11,492	\$ 213,508
004-010-594-76-60-03	PR - Powerline Trail	\$ 500,000.00	\$ -	\$ 500,000
004-013-518-20-30-00	RR - Supplies	\$ 525,000.00	\$ 536	
004-013-518-20-40-00	RR - Professional Services	\$ 795,400.00	\$ 331,362	
004-013-518-63-40-00	RR - Service Org Contributions	\$ 30,000.00	\$ 30,000	
004-013-518-63-40-01	PR - Food Bank Service Org	\$ 500,000.00	\$ 950,000	
004-013-518-63-40-02	PR - VOA Service Org	\$ 50,000.00	\$ 50,000	
004-013-594-18-60-01	RR - Capital Purchases	\$ 2,177,784.00	\$ 3,111,992	
004-016-594-31-60-00	PR - 117th Ave NE Storm Projec	\$ 607,000.00	\$ -	
004-016-594-31-60-01	PR - 17705 91st/24th Storm Inf	\$ 1,500,000.00	\$ 1,500,000	
	Expenses	\$ 9,388,869.00	\$ 8,020,361	\$ 1,368,508
004	Pandemic Recovery - Managerial	\$ (3.44)	\$ 1,368,508	\$ (0)

Account Number	Description	2022 Budget	Estimated Ending	Department Requested Budget
101	Street - Beginning Cash	\$ 2,466,286	\$ 2,466,286	\$ 2,557,065
101-000-311-10-00-00	Real & Personal Property Tax	\$ 1,564,000.00	\$ 1,564,000	\$ 1,794,219
101-000-316-40-00-00	Utility Tax - Garbage	\$ 335,000.00	\$ 434,456	\$ 438,801
101-000-322-40-00-00	Other Non-Bus. ROW Permits	\$ 27,000.00	\$ 42,257	\$ 42,680
101-000-333-21-01-90	TREAS Fed Ind 21.019 CARES	\$ -	\$ -	\$ -
101-000-336-00-71-00	Multimodal Transportation	\$ 45,800.00	\$ 52,788	\$ 52,910
101-000-336-00-87-00	MVFT - City Streets	\$ 650,000.00	\$ 727,846	\$ 787,138
101-000-343-89-00-00	Street Lights - Developer Paid	\$ -	\$ -	\$ -
101-000-344-10-00-00	Street - PW Charge for Service	\$ -	\$ -	\$ -
101-000-361-10-00-00	Investment Interest	\$ 2,500.00	\$ 11,160	\$ 11,718
101-000-368-51-00-01	Street Op Special Assessment	\$ 4,500.00	\$ 17,856	\$ 18,035
101-000-369-10-00-00	Sale of Surplus	\$ -	\$ -	\$ -
101-000-369-40-00-00	Misc Rev. Judgment-Settlement	\$ -	\$ -	\$ -
101-000-369-91-00-00	Miscellaneous Revenue - Other	\$ -	\$ -	\$ 75,000
101-000-382-20-00-00	PW - Retainage	\$ 15,000.00	\$ 5,405	\$ -
101-000-395-10-00-00	Insurance Recoveries - Capital	\$ -	\$ -	\$ -
101-000-397-00-00-00	Interfund Transfer In	\$ 60,000.00	\$ 64,814	\$ 65,000
101-000-398-10-00-00	Insurance Recoveries - Non Cap	\$ -	\$ -	\$ -

	Revenues	\$ 2,703,800	\$ 2,920,582	\$ 3,285,500
101-015-543-30-31-00	ME - Operating Costs	\$ -	\$ -	
101-016-542-30-11-00	ST-Salaries	\$ 980,942.00	\$ 821,949	\$ 1,062,722
101-016-542-30-12-00	ST-Overtime	\$ 30,000.00	\$ 31,116	\$ 35,000
101-016-542-30-20-00	ST-Benefits	\$ 275,002.00	\$ 205,800	\$ 273,908
101-016-542-30-21-00	ST-Social Security	\$ 73,500.00	\$ 66,828	\$ 81,298
101-016-542-30-22-00	ST-Retirement	\$ 103,000.00	\$ 92,150	\$ 115,053
101-016-542-30-24-00	ST-Workers Comp	\$ 18,500.00	\$ 12,838	\$ 17,257
101-016-542-30-26-00	ST-Clothing - Boot Allowance	\$ -	\$ 3,734	\$ 3,771
101-016-542-30-32-00	ST-Fuel	\$ 35,000.00	\$ 31,845	\$ 35,700
101-016-542-30-41-00	ST-Pavement Preservation	\$ 561,000.00	\$ 561,000	\$ 400,000
101-016-542-30-41-01	ST-Advertising	\$ 1,000.00	\$ 535	\$ 1,000
101-016-542-30-41-02	ST-Professional Service	\$ 95,000.00	\$ 149,383	\$ 100,000
101-016-542-30-45-00	ST-Rentals-Leases	\$ 3,000.00	\$ -	\$ 3,000
101-016-542-30-45-01	ST-Dumpster Service	\$ 3,000.00	\$ -	\$ -
101-016-542-30-48-00	ST-Repair & Maintenance	\$ 25,000.00	\$ 4,618	\$ 25,000
101-016-542-30-49-00	ST-Miscellaneous	\$ 1,000.00	\$ 663	\$ 1,000
101-016-542-30-49-01	ST-Staff Development	\$ 5,000.00	\$ 8,558	\$ 15,000
101-016-542-40-41-00	ST-Storm Drainage	\$ 7,262.00	\$ 7,260	\$ 7,500
101-016-542-40-41-01	ST-SWM Road Bond Debt	\$ 7,500.00	\$ -	\$ -
101-016-542-61-31-00	ST-Sidewalk Repair Supply	\$ -	\$ -	\$ -
101-016-542-61-48-00	ST-Sidewalk R&M	\$ 25,000.00	\$ -	\$ 45,000
101-016-542-63-47-00	ST-Lighting - Utilities	\$ 180,000.00	\$ 182,144	\$ 187,608
101-016-542-63-48-00	ST-Lighting - R&M	\$ 10,000.00	\$ -	\$ 10,000
101-016-542-64-31-00	ST-Traffic Control - Supply	\$ 30,000.00	\$ 30,000	\$ 30,000
101-016-542-64-47-00	ST-Traffic Control -Utility	\$ 3,600.00	\$ 4,776	\$ 4,919
101-016-542-64-48-00	ST-Traffic Control - R&M	\$ 20,000.00	\$ -	\$ 20,000
101-016-542-64-48-01	ST-Traf Control - Guardrail	\$ 40,000.00	\$ -	\$ 40,000
101-016-542-64-48-02	ST-Traffic Control - Striping	\$ 120,000.00	\$ 120,000	\$ 120,000
101-016-542-66-31-00	ST-Snow & Ice - Sply	\$ 20,000.00	\$ 19,889	\$ 20,000
101-016-542-70-31-00	ST-Roadside - Supply	\$ 10,000.00	\$ 2,042	\$ 10,000
101-016-542-70-31-01	ST-Beautification Street Signs	\$ 2,000.00	\$ 1,879	\$ 2,000
101-016-542-90-31-01	ST-Clothing	\$ 7,000.00	\$ 6,871	\$ 7,000
101-016-543-10-40-00	ST - Contrib to PW Equipt	\$ 80,000.00	\$ 80,000	\$ 80,000
101-016-543-10-40-02	ST - Contrib to Computer	\$ 39,600.00	\$ 39,600	\$ 39,600
101-016-543-30-42-00	ST-Communications	\$ 11,000.00	\$ 12,046	\$ 13,251
101-016-543-30-43-00	ST-Travel & Meetings	\$ 4,000.00	\$ 5,285	\$ 8,000
101-016-543-30-46-00	ST-Insurance	\$ 119,026.00	\$ 119,025	\$ 143,000
101-016-543-40-40-01	ST - Contrib to Unemployment	\$ -	\$ -	\$ 303
101-016-543-50-47-00	ST-Utilities	\$ 7,000.00	\$ 9,125	\$ 9,399
101-016-544-20-41-00	ST-Prof Srv - Engineering	\$ 20,000.00	\$ 1,063	\$ 10,000
101-016-544-90-31-01	ST-Office Supplies	\$ 1,000.00	\$ 15,223	\$ 4,000
101-016-544-90-31-02	ST-Operating Cost	\$ 135,000.00	\$ 142,710	\$ 150,000
101-016-582-20-00-00	PW Retainage Release	\$ 25,000.00	\$ 25,000	\$ -
101-016-594-42-64-00	ST-Capital Expenditures	\$ -	\$ -	\$ -
101-016-594-42-64-01	ST-Capital Equipment	\$ -	\$ -	\$ -
101-016-594-44-11-00	Street CP Salaries	\$ 8,000.00	\$ -	\$ -
101-016-594-44-20-00	Street CP Benefits	\$ 2,000.00	\$ -	\$ -
101-016-595-20-60-00	ST - Capital ROW Purchase	\$ -	\$ -	\$ -
101-016-595-61-63-01	ST-Sidewalk Capital Project	\$ -	\$ 14,850	\$ -

101-016-595-64-63-00	ST-Traffic Control-Capital	\$ -	\$ -	\$ -
101-016-597-00-00-00	ST-Transfer Out	\$ -	\$ -	\$ -
101-016-597-00-00-02	ST-Transfer Out to Street Rsrv	\$ -	\$ -	\$ -
101-016-597-00-00-04	ST-Trsfr-Sidewalk CapProj Fund	\$ -	\$ -	\$ -
101-016-597-00-00-07	ST-Contribution-Municipal Arts	\$ -	\$ -	\$ -
	<i>School Zone Impr/Traffic Calming</i>			\$ 125,000
	<i>Postion Requests</i>			\$ 125,580
	<i>Item Requests</i>			\$ 95,097
	Expenditures	\$ 3,143,932	\$ 2,829,804	\$ 3,476,966
101	Street - Ending Cash	\$ 2,026,154.00	\$ 2,557,065	\$ 2,365,598

111	Drug Seizure & Forfeiture	\$ 64,059	\$ 64,059	\$ 61,037
111-000-361-10-00-00	Investment Interest	\$ 100.00	\$ 266	\$ 279
111-000-369-30-00-00	Confiscated & Forfeited Prop	\$ 30,000.00	\$ 5,059	\$ -
111-000-398-10-00-00	Insurance Recoveries	\$ -	\$ 207	\$ -
	Revenues	\$ 30,100	\$ 5,532	\$ 279
111-008-518-61-40-00	Drug Seizure - Settlement Agmt	\$ -	\$ -	\$ -
111-008-521-20-31-00	Drug Seize - Operating Costs	\$ 7,000.00	\$ 2,175	\$ 7,000
111-008-521-20-31-01	Drug Seize - Canine Supplies	\$ 4,500.00	\$ 2,547	\$ 4,500
111-008-521-20-40-00	Drug Seize - Canine Prof Serv	\$ 3,500.00	\$ 3,831	\$ 3,500
111-008-521-20-49-00	Drug Seize - Misc Exp	\$ -	\$ -	\$ -
111-008-594-21-63-00	Drug - Capital Outlay	\$ -	\$ -	\$ 10,000
111-008-597-00-00-00	Transfer Out	\$ -	\$ -	\$ -
	Expenditures	\$ 15,000	\$ 8,554	\$ 25,000
111	Drug Seizure & Forfeiture	\$ 79,159.00	\$ 61,037	\$ 36,316

112	Municipal Arts	\$ 16,179	\$ 16,179	\$ 52
112-000-361-10-00-00	Investment Interest	\$ 10.00	\$ 53	\$ 56
112-000-397-00-00-00	Interfund Transfer In	\$ -	\$ -	\$ -
	Revenues	\$ 10	\$ 53	\$ 56
112-012-594-73-63-00	Art - Public Art Acquisition	\$ 16,180.00	\$ 16,180	\$ -
	Expenditures	\$ 16,180	\$ 16,180	\$ -
112	Municipal Arts	\$ 9.00	\$ 52	\$ 108

210	LTGO 2008A Bond	\$ -	\$ -	\$ -
	Revenues	\$ 347,205	\$ 347,205	\$ 210,605
	Expenditures	\$ 347,205	\$ 347,205	\$ 210,605
210	LTGO 2008A Bond	\$ -	\$ -	\$ -

213	2015 LTGO Bond (Ref)	\$ -	\$ -	\$ -
	Revenues	\$ 95,815	\$ 95,815	\$ 96,938
	Expenses	\$ 95,815	\$ 95,815	\$ 96,938
213	2015 LTGO Bond (Ref)	\$ -	\$ -	\$ -

214	2019A LTGO Bond - PD	\$ -	\$ -	\$ -
	Revenues	\$ 460,699	\$ 460,699	\$ 462,129
	Expenses	\$ 460,699	\$ 460,699	\$ 462,129

214	2019A LTGO Bond - PD	\$ -	\$ -	\$ -
215	2021A LTGO Bond - 17005	\$ -	\$ -	\$ -
	Revenues	\$ 610,137	\$ 610,137	\$ 609,850
	Expenses	\$ 610,137	\$ 610,137	\$ 609,850
215	2021A LTGO Bond - 17005	\$ -	\$ -	\$ -
301	Cap Proj-Dev Contrib-Traffic	\$ 3,764,683	\$ 3,764,683	\$ 4,918,695
301-000-334-03-60-00	WSDOT - S Lake Stevens Rd	\$ -	\$ -	\$ -
301-000-334-03-80-00	TIB - S. Lake Stevens Path	\$ -	\$ -	\$ -
301-000-334-03-80-01	TIB - 20th St SE Grant	\$ -	\$ -	\$ -
	<i>Grants</i>			\$ 190,000
301-000-344-10-00-00	Charge for Services- Everett	\$ -	\$ -	\$ -
301-000-345-84-10-00	Local Trans. Act -Impact Fees	\$ 35,000.00	\$ 1,200	\$ -
301-000-345-85-10-01	Traffic Mitigation - TIZ 1	\$ 425,000.00	\$ 78,039	\$ 100,000
301-000-345-85-10-02	Traffic Mitigation - TIZ 2	\$ 35,000.00	\$ 262,500	\$ 50,000
301-000-345-85-10-03	Traffic Mitigation - TIZ 3	\$ 1,000,000.00	\$ 942,720	\$ 750,000
301-000-345-86-10-00	Traffic Mitigation - SEPA	\$ -	\$ -	\$ -
301-000-361-10-00-00	Investment Interest	\$ 3,000.00	\$ 19,245	\$ 20,207
301-000-381-10-00-00	Interfund Loan	\$ -	\$ -	\$ -
301-000-382-20-00-00	PW Retainage Held	\$ 100,000.00	\$ -	\$ 100,000
301-000-397-00-00-00	Interfund Transfer In	\$ -	\$ -	\$ -
	Revenues	\$ 1,598,000	\$ 1,303,704	\$ 1,210,207
301-000-581-20-00-00	Interfund Loan Repayment	\$ -	\$ -	
301-000-582-20-00-00	PW Retainage Release	\$ 100,000.00	\$ -	\$ 100,000
301-000-589-90-00-00	Refunds or Reimbursements	\$ -	\$ -	
301-000-597-00-00-00	Transfer Out	\$ -	\$ -	
301-016-544-40-41-00	Street Op - P&D - 20th St SE	\$ -	\$ -	
301-016-595-30-11-00	Roadway CP Salaries	\$ 10,000.00	\$ -	\$ 75,000
301-016-595-30-20-00	Roadway CP Benefits	\$ 10,000.00	\$ -	\$ 25,000
301-016-595-30-60-01	TZ3-20th St SE Phase II Construct	\$ -	\$ 40,000	
301-016-595-30-60-03	TZ3 -17005- 24th St & 91st Ext	\$ 109,692.00	\$ 109,692	
301-016-595-30-60-04	TZ3-99th U Turn Channelization	\$ 30,000.00	\$ -	\$ 30,000
301-016-595-30-64-01	SEPA Capital Expenditures	\$ -	\$ -	
301-016-595-61-64-01	TIZ1 - 117th NE Sidewalk	\$ 600,000.00	\$ -	
301-016-595-61-64-02	TZ3-18004 - S. Lake Stevens Rd	\$ -	\$ -	
301-016-595-61-64-03	TZ3 - 12th/87th SE Road Realign	\$ 50,000.00	\$ -	\$ 50,000
301-016-595-61-64-04	TZ3 - 79th/8th Project	\$ 100,000.00	\$ -	\$ 906,240
	<i>TZ1 - Main Street</i>			\$ 500,000
	Expenditures	\$ 1,009,692	\$ 149,692	\$ 1,686,240
301	Cap Proj-Dev Contrib-Traffic	\$ 4,352,991.00	\$ 4,918,695	\$ 4,442,662
302	Park Mitigation Fund	\$ 1,069,006	\$ 1,069,006	\$ 1,953,029
302-000-334-04-20-00	DOC - Cavelero Grant	\$ -	\$ -	\$ -
302-000-334-04-20-01	State Commerce -DT Grant	\$ -	\$ -	\$ -
	<i>(Hartford/NC Guest Moorage/FH) Grants</i>			\$ 436,245
302-000-337-00-00-00	Snohomish County SCPP Grants	\$ -	\$ -	\$ -
302-000-345-86-10-01	Park Mitigation	\$ 700,000.00	\$ 1,085,931	\$ 1,000,000
302-000-361-10-00-00	Investment Interest	\$ 750.00	\$ 6,303	\$ 6,619

302-000-367-00-00-00	Tree Replacement Fee	\$ 10,000.00	\$ 7,560	\$ 10,000
302-000-382-20-00-00	PW Retainage	\$ 100,000.00	\$ -	\$ -
302-000-397-00-00-00	Interfund Transfer In	\$ -	\$ -	\$ -
	Revenues	\$ 810,750	\$ 1,099,795	\$ 1,452,864
302-000-582-20-00-00	Retainage Release	\$ 100,000.00	\$ -	
302-010-576-80-61-00	Park Mitigation Funds Exp	\$ -	\$ -	
302-010-576-90-31-00	Tree Replacement Expenditures	\$ 30,000.00	\$ -	
302-010-594-76-11-00	Park Mit CP Salaires	\$ 20,000.00	\$ 73,142	\$ 75,000
302-010-594-76-20-00	Park Mit CP Benefits	\$ 5,000.00	\$ 22,630	\$ 25,000
302-010-594-76-60-00	PM - Park Acquisition	\$ -	\$ -	
302-010-594-76-61-00	PM - Frontier Heights Capital	\$ -	\$ -	\$ 160,000
302-010-594-76-61-01	PM - North Cove Capital	\$ -	\$ -	
302-010-594-76-61-02	PM - Lundeen Park Capital	\$ -	\$ -	
302-010-594-76-61-03	PM -20th SE Fields/Poweline TR	\$ 989,257.00	\$ 30,000	\$ 765,000
302-010-594-76-61-04	PM - Eagle Ridge	\$ -	\$ -	
302-010-594-76-61-05	PM - Cavelero Park	\$ 56,000.00	\$ -	\$ 56,000
302-010-594-76-61-07	PM - Festival Street	\$ -	\$ -	
302-010-594-76-61-08	PM - Oak Hill Park	\$ -	\$ -	
302-010-594-76-61-09	PM - Davies Beach	\$ 50,000.00	\$ 50,000	\$ 200,000
302-010-594-76-61-10	PM - Sunset Beach	\$ 96,405.00	\$ 20,000	\$ 250,000
302-010-594-76-61-11	PM - Charging Stations	\$ -	\$ -	
302-010-594-76-61-12	PM - North Cove Phase 3	\$ 30,000.00	\$ -	
302-010-594-76-61-13	PM - Centennial Park	\$ 25,000.00		\$ 20,000
302-010-594-76-61-14	PM - Cedarwood Park	\$ 100,000.00	\$ 20,000	\$ 30,000
	<i>North Cove Guest Moorage</i>			\$ 134,000
	<i>Davies Beach Row Dock</i>			\$ 60,000
	<i>Bonneville Ballfields</i>			\$ 75,000
	<i>Hartford Depot (Concession Bldg)</i>			\$ 228,600
	<i>Eagle Ridge Storage Building</i>			\$ 10,000
	<i>Lundeen Park Recreation Building Remodel</i>			\$ 10,000
302-010-597-00-00-00	Transfer Out	\$ -	\$ -	
	Expenditures	\$ 1,501,662	\$ 215,772	\$ 2,098,600
302	Park Mitigation Fund	\$ 378,094.00	\$ 1,953,029	\$ 1,307,293

303	Real Estate Excise Tax I	\$ 5,671,124	\$ 5,671,124	\$ 6,930,342
303-000-318-34-00-00	REET 1-1st Quarter Percent	\$ 1,500,000.00	\$ 2,000,000	\$ 1,500,000
303-000-334-02-70-00	RCO - Eagle Ridge Grant	\$ 429,200.00	\$ -	\$ -
303-000-361-10-00-00	Investment Interest	\$ 5,000.00	\$ 27,737	\$ 29,124
303-000-382-20-00-00	Retainage	\$ -	\$ -	\$ -
303-000-397-00-00-00	Tranfser In	\$ -	\$ -	\$ -
	Revenues	\$ 1,934,200	\$ 2,027,737	\$ 1,529,124
303-000-582-20-00-00	Retainage Release	\$ -	\$ -	
303-000-597-00-00-01	Transfer to Police 2015 Debt	\$ 95,815.00	\$ 95,815	\$ 96,938
303-000-597-00-00-09	transfer to 210 for 2008 bonds	\$ 212,005.00	\$ 212,005	\$ 210,605
303-000-597-00-00-11	Transfer Out 2019A New PD Bond	\$ 460,699.00	\$ 460,699	\$ 462,129
303-008-591-28-78-01	800 MHZ Capital Debt Principal	\$ -	\$ -	
303-008-592-28-83-01	800 MHZ Capital Debt Interest	\$ -	\$ -	
303-010-594-76-60-00	Eagle Ridge Park	\$ 536,200.00	\$ -	
303-013-594-18-60-01	Civic Center	\$ -	\$ -	

303-016-594-42-60-01	Fuel System Construction	\$ -	\$ -	
	<i>131st Sewer Extension</i>			\$ 132,588
	<i>Citywide Security Cameras</i>			\$ 100,000
303-016-594-48-60-00	<i>PW Shop (Feasibility)</i>	\$ -	\$ -	\$ 15,000
	Expenditures	\$ 1,304,719	\$ 768,519	\$ 1,017,260
303	Real Estate Excise Tax I	\$ 6,300,605	\$ 6,930,342	\$ 7,442,206

304	Real Estate Excise Tax II	\$ 4,529,187	\$ 4,529,187	\$ 4,769,455
304-000-318-35-00-00	REET 2- 2nd Quarter Percent	\$ 1,500,000.00	\$ 2,000,000	\$ 1,500,000
304-000-334-02-70-00	RCO - Eagle Ridge Grant	\$ -	\$ -	\$ 428,210
304-000-334-03-60-01	WSDOT Grant - Trestle/HOV	\$ -	\$ -	
304-000-334-03-80-00	TIB - 17005 24th/91st	\$ 3,000,000.00	\$ 3,000,000	
304-000-334-04-20-00	Commerce- Frontier Hgts Plygrd	\$ -	\$ -	
304-000-334-04-20-01	Commerce - Festival Street Grt	\$ 2,000,000.00	\$ 2,000,000	
304-000-337-00-00-00	SnoCo Parks Grants	\$ -	\$ -	
304-000-361-10-00-00	Investment Interest	\$ 5,000.00	\$ 19,517	\$ 20,493
304-000-382-20-00-00	Retainage	\$ 100,000.00	\$ -	\$ 100,000
304-000-395-10-10-00	Property Sale Proceeds	\$ -	\$ -	
	Revenues	\$ 6,605,000	\$ 7,019,517	\$ 2,048,703
304-000-582-20-00-00	Retainage Release	\$ 100,000.00	\$ -	\$ 100,000
304-010-594-76-60-01	Lundeen Park Redevelopment	\$ -	\$ -	
304-010-594-76-60-02	Frontier Heights Pk Redevelop	\$ -	\$ -	
304-010-594-76-60-03	Park Redevelopment - Capital	\$ 30,615.00	\$ -	
304-010-594-76-60-04	Park - Eagle Ridge Park	\$ -	\$ 9,878	\$ 515,250
304-016-594-31-63-00	17005 - 24th St SE & 91st Ave	\$ 3,844,663.00	\$ 3,844,663	
304-016-595-30-60-00	TrestleHOV Lane	\$ -	\$ 3,171	
304-016-595-30-60-01	79th Ave SE Access Road	\$ 159,680.00	\$ 105,000	\$ 54,069
304-016-595-30-60-02	Festival Street Restroom	\$ 150,000.00	\$ 150,000	
304-016-595-30-60-03	Festival Street/Mill Spur	\$ 2,056,400.00	\$ 2,056,400	
304-016-595-30-60-04	Frontier Village/4th Project	\$ -	\$ -	
304-016-595-60-60-05	Trestle/HOV Lane	\$ -	\$ -	
304-016-595-60-60-06	R2 - S. Lake Stevens Road	\$ -	\$ -	
304-016-595-61-60-00	R2 - S. Lake Stevens Road	\$ -	\$ -	
304-016-597-00-00-00	Transfer Out	\$ -	\$ -	
304-016-597-00-00-01	Trans to 215 - 2021A Bond Fund	\$ 610,137.00	\$ 610,137	\$ 609,850
	<i>R2 - Main Street</i>			\$ 241,600
	<i>91st Ave NE Commercial Revitalization</i>			\$ 50,000
	<i>Mill Spur DT Parking</i>			\$ 160,000
	<i>ADA Ramp Upgrades</i>			\$ 100,000
	Expenditures	\$ 6,951,495	\$ 6,779,249	\$ 1,830,769
304	Real Estate Excise Tax II	\$ 4,182,692.00	\$ 4,769,455	\$ 4,987,389

307	Infrastructure Capital Project	\$ 11,381,900	\$ 11,381,900	\$ 0
307-000-334-03-80-00	TIB - Grant	\$ -	\$ -	\$ -
307-000-344-10-00-00	Charge for Service - Everett	\$ 198,984.00	\$ 338,232	\$ -
307-000-361-10-00-00	Investment Interest	\$ 2,000.00	\$ 46,371	\$ -
307-000-382-20-00-00	Retainage Held	\$ 200,000.00	\$ 200,000	\$ -
307-000-391-10-00-00	2021A LTGO Bond Proceeds	\$ -	\$ -	\$ -
307-000-392-00-00-00	2021A LTGO Bond Premium	\$ -	\$ -	\$ -

307-000-395-10-00-00	Sale of Capital - Property	\$ -	\$ -	\$ -
307-000-397-00-00-00	Transfer In	\$ -	\$ -	\$ -
	Revenues	\$ 400,984	\$ 584,603	\$ -
307-000-582-20-00-00	Retainage Release	\$ 341,386.00	\$ 341,386	\$ -
307-000-592-48-84-00	2021A LTGO Bond Issuance Fees	\$ -	\$ -	\$ -
307-000-595-30-11-00	Project Salaries - 17005	\$ 40,000.00	\$ 40,000	\$ -
307-000-595-30-20-00	Project Benefits - 17005	\$ 9,790.00	\$ 9,790	\$ -
307-000-595-30-60-00	Project Construction Account	\$ 11,391,907.00	\$ 11,575,327	\$ -
307-000-597-00-00-00	Transfer out	\$ -	\$ -	\$ -
	Expenditures	\$ 11,783,083	\$ 11,966,503	\$ -
307	Infrastructure Capital Project	\$ (199.00)	\$ 0	\$ 0

309	Sidewalk Capital Project	\$ 711,713	\$ 711,713	\$ 300,702
309-000-334-03-80-01	WA TIB - Sidewalk	\$ -	\$ -	\$ -
309-000-361-10-00-00	Investment Interest	\$ 800.00	\$ 3,105	\$ 2,420
309-000-397-00-00-00	Interfund Transfer In	\$ -	\$ -	\$ -
	Revenues	\$ 800	\$ 3,105	\$ 2,420
309-016-595-61-60-02	Sidewalk Cap - 117th Ave NE	\$ 164,116.00	\$ 164,116	\$ -
309-016-595-61-60-03	S. Lake Stevens Path Design	\$ 100,000.00	\$ 50,000	\$ -
309-016-595-61-63-01	Sidewalk Construction	\$ 200,000.00	\$ 200,000	\$ -
	<i>ADA Ramp Upgrades</i>			\$ 300,000
	Expenditures	\$ 464,116	\$ 414,116	\$ 300,000
309	Sidewalk Capital Project	\$ 248,397.00	\$ 300,702	\$ 3,122

401	Sewer	\$ 2,322	\$ 2,322	\$ 2,994
401-000-337-00-00-00	Sewer District Reimbursement	\$ 1,025,325.00	\$ 1,025,325	\$ 799,394
401-000-343-50-00-00	Sewer Utility Agreement	\$ 15,000.00	\$ 15,000	\$ 15,000
401-000-361-10-00-00	Investment Interest	\$ 100.00	\$ 672	\$ 500
401-000-397-00-00-00	Interfund Transfer In	\$ -	\$ -	\$ -
	Revenues	\$ 1,040,425	\$ 1,040,997	\$ 814,894
401-070-515-41-41-00	SE - Legal Services	\$ -	\$ -	\$ -
401-070-515-45-41-00	SE - Legal Litigation	\$ 15,000.00	\$ 15,000	\$ -
401-070-535-10-31-00	SE-Operating Cost	\$ -	\$ -	\$ -
401-070-535-10-41-00	SE-Professional Service	\$ -	\$ -	\$ -
401-070-535-10-47-00	SE-Storm Drainage	\$ -	\$ -	\$ -
401-070-591-35-71-00	PWTF 2002 - Principal	\$ 85,692.00	\$ 85,692	\$ -
401-070-591-35-71-01	PWTF 2005 - Principal	\$ 52,632.00	\$ 52,632	\$ 52,632
401-070-591-35-71-02	PWTF 2006 - Principal	\$ 409,540.00	\$ 409,540	\$ 409,540
401-070-591-35-71-03	PWTF 2008 - Principal	\$ 301,735.00	\$ 301,735	\$ 301,734
401-070-592-35-83-00	PWTF 2002 - Interest	\$ 429.00	\$ 429	\$ -
401-070-592-35-83-01	PWTF 2005 - Interest	\$ 4,211.00	\$ 4,211	\$ 3,158
401-070-592-35-83-02	PWTF 2006 - Interest	\$ 10,239.00	\$ 10,239	\$ 8,191
401-070-592-35-83-03	PWTF 2008 - Interest	\$ 25,647.00	\$ 25,647	\$ 24,139
401-070-597-00-00-00	SE-Trnf 2008 Debt Serv OM	\$ 135,200.00	\$ 135,200	\$ -
	Expenditures	\$ 1,040,325	\$ 1,040,325	\$ 799,394
401	Sewer	\$ 2,422.00	\$ 2,994	\$ 18,494

410	Storm & Surface Water	\$ 2,189,063	\$ 2,189,063	\$ 2,167,348
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410-000-333-21-01-90	TREAS Fed Ind 21.019 CARES	\$ -	\$ -	\$ -
410-000-334-03-10-11	DOE - Capacity Grants	\$ 25,000.00	\$ 25,000	\$ 25,000
410-000-343-10-00-00	Storm Drainage Charges	\$ 4,059,667.00	\$ 4,220,000	\$ 4,388,800
410-000-345-16-00-00	SnoCo Weed Abate Contrib.	\$ -	\$ -	\$ -
410-000-361-10-00-00	Investment Interest	\$ 1,500.00	\$ 12,163	\$ 12,771
410-000-369-10-00-00	Sale of Surplus	\$ -	\$ -	\$ -
410-000-369-40-00-00	Judgements/Settlements	\$ -	\$ -	\$ -
410-000-369-91-00-00	Miscellaneous Revenues - Storm	\$ -	\$ -	\$ -
410-000-372-00-00-00	Insurance Recoveries	\$ -	\$ -	\$ -
410-000-385-00-00-00	Asset Allocation -Dissolve DD8	\$ -	\$ -	\$ -
410-000-397-00-00-00	Interfund Transfer In	\$ 175,000.00	\$ 457,133	\$ 65,000
Revenues		\$ 4,261,167	\$ 4,714,296	\$ 4,491,571
410-015-531-10-31-00	ME - Operating Costs	\$ -	\$ -	
410-016-531-10-11-00	SW-Salaries	\$ 1,532,380.00	\$ 1,197,713	\$ 1,508,036
410-016-531-10-12-00	SW-Overtime	\$ 40,000.00	\$ 32,234	\$ 40,000
410-016-531-10-20-00	SW-Benefits	\$ 468,076.00	\$ 337,519	\$ 431,164
410-016-531-10-21-00	SW-Social Security	\$ 109,500.00	\$ 95,061	\$ 114,847
410-016-531-10-22-00	SW-Retirement	\$ 150,000.00	\$ 132,393	\$ 156,565
410-016-531-10-24-00	SW-Workers Comp	\$ 30,000.00	\$ 22,291	\$ 34,399
410-016-531-10-26-00	SW - Clothing - Boot Allowance	\$ 5,000.00	\$ 3,144	\$ 5,000
410-016-531-10-31-00	SW - Clothing	\$ 5,000.00	\$ 3,379	\$ 5,000
410-016-531-10-31-01	SW - Office Supplies	\$ 6,000.00	\$ 15,041	\$ 6,000
410-016-531-10-31-02	SW - Operating Costs	\$ 225,000.00	\$ 91,749	\$ 200,000
410-016-531-10-32-00	SW - Fuel	\$ 35,000.00	\$ 31,845	\$ 32,800
410-016-531-10-35-00	SW - Small Tools	\$ 15,000.00	\$ 1,077	\$ 15,000
410-016-531-10-41-01	SW - Professional Services	\$ 57,000.00	\$ 102,396	\$ 60,000
410-016-531-10-41-02	SW - Milfoil Treatment	\$ 80,000.00	\$ 80,000	\$ 80,000
410-016-531-10-41-03	SW - Street Cleaning	\$ 30,000.00	\$ 27,545	\$ 30,000
410-016-531-10-41-04	SW - Software Maint & Support	\$ -	\$ -	\$ 2,000
410-016-531-10-41-05	SW - Advertising	\$ -	\$ 535	\$ 500
410-016-531-10-41-07	SW - Billing Fees	\$ 34,000.00	\$ 35,197	\$ 40,000
410-016-531-10-41-08	SW - DOE Annual Permit	\$ 55,000.00	\$ 55,000	\$ 50,000
410-016-531-10-42-00	SW - Communications	\$ 10,500.00	\$ 12,082	\$ 13,291
410-016-531-10-43-00	SW - Travel & Meetings	\$ 1,000.00	\$ 2,431	\$ 15,000
410-016-531-10-44-00	SW-Excise Taxes	\$ 71,025.00	\$ 66,941	\$ 68,949
410-016-531-10-45-00	SW - Dumpster Service	\$ 7,500.00	\$ 850	\$ -
410-016-531-10-45-01	SW - Rentals-Leases	\$ 20,000.00	\$ -	\$ 20,000
410-016-531-10-46-00	SW-Insurance	\$ 75,480.00	\$ 75,480	\$ 90,000
410-016-531-10-47-00	SW - Utilities	\$ 7,000.00	\$ 9,125	\$ 9,308
410-016-531-10-47-01	SW - Drainage	\$ 6,240.00	\$ 6,240	\$ 6,450
410-016-531-10-48-00	SW - Repairs & Maintenance	\$ 35,000.00	\$ 14,774	\$ 35,000
410-016-531-10-49-00	SW - Miscellaneous	\$ 300.00	\$ 663	\$ 400
410-016-531-10-49-01	SW - Staff Development	\$ 7,500.00	\$ 8,304	\$ 15,000
410-016-531-16-48-00	SW - Alum Treatment	\$ 110,000.00	\$ 110,000	\$ -
410-016-531-20-41-00	SW - SnoCo Lake Monitoring	\$ 15,000.00	\$ -	\$ 30,000
410-016-531-30-40-00	SW - Contrib to PW Equipt	\$ 80,000.00	\$ 80,000	\$ 80,000
410-016-531-30-40-01	SW - Contrib to Unemployment	\$ -	\$ -	\$ 303
410-016-531-30-40-02	SW - Contrib to Computer	\$ 36,300.00	\$ 36,300	\$ 36,300
410-016-531-50-31-16	DOE - Capacity Exp	\$ 25,000.00	\$ 25,000	\$ 25,000
410-016-553-50-41-00	SW-Diking District Contrib	\$ 30,000.00	\$ 30,000	\$ 30,000

410-016-591-31-78-01	SW-Parkway Crossing Det Pond	\$ -	\$ -	\$ -
410-016-594-31-60-01	SW - Capital Expenditure	\$ -	\$ 13,369	\$ -
410-016-597-00-00-05	SW- Transfer to SWM Capital	\$ 1,750,000.00	\$ 1,750,000	\$ 2,000,000
410-016-597-00-00-06	SW - Transfer to SWM Debt	\$ 230,334.00	\$ 230,334	\$ 231,264
	<i>Position Requests</i>			\$ 139,257
	<i>Item Requests</i>			\$ -
	Expenditures	\$ 5,395,135	\$ 4,736,010	\$ 5,656,833
410	Storm & Surface Water	\$ 1,055,095.00	\$ 2,167,348	\$ 1,002,086

411	Storm Water Capital	\$ 839,926	\$ 839,926	\$ 2,417,425
411-000-343-11-00-00	Charge for Services -Sewer	\$ -	\$ -	
411-000-361-10-00-00	Investment Interest	\$ 600.00	\$ 3,605	\$ 3,785
411-000-369-91-00-00	Misc Revenue	\$ -	\$ -	\$ -
411-000-382-20-00-00	Retainage	\$ 5,000.00	\$ -	\$ -
411-000-391-10-00-00	2019 LTGO Bond Proceeds	\$ -	\$ -	\$ -
411-000-391-10-00-01	2020 LOCAL Bond Proceeds	\$ -	\$ -	\$ -
411-000-392-00-00-00	2020 LOCAL Bond Premium	\$ -	\$ -	\$ -
411-000-397-00-00-00	Transfer In	\$ 1,750,000.00	\$ 1,900,000	\$ 2,000,000
	Revenues	\$ 1,755,600	\$ 1,903,605	\$ 2,003,785
411-016-582-20-00-00	Retainage Release	\$ 5,000.00	\$ -	\$ -
411-016-592-31-81-00	2019 LTGO Bond Issuance Costs	\$ -	\$ -	\$ -
411-016-592-31-81-01	2020 LOCAL Bond Issuance Costs	\$ -	\$ -	\$ -
411-016-594-31-11-00	SWM CP Salaries	\$ 80,000.00	\$ -	\$ -
411-016-594-31-20-00	SWM CP Benefits	\$ 20,000.00	\$ -	\$ -
411-016-594-31-60-00	Decant Facility Project	\$ -	\$ -	\$ -
411-016-594-31-60-01	SWC - PW Shop (Feasibility)	\$ -	\$ -	\$ 15,000
411-016-594-31-60-02	SWC - Capital Purchases	\$ -	\$ 1,491	\$ -
411-016-594-31-60-03	Capital Drainage - 91st 24th	\$ -	\$ -	\$ -
411-016-594-31-60-04	Callow Road Drainage	\$ -	\$ -	\$ -
411-016-594-31-60-05	Catherine Creek/36th St Bridge	\$ 304,615.00	\$ 304,615	\$ -
411-016-594-31-60-06	117th Pl/114th Drainage	\$ -	\$ -	\$ -
411-016-594-31-60-07	Wier Replacement Scope Design	\$ 204,307.00	\$ 20,000	\$ 85,000
411-016-594-31-60-08	Capital Equipment	\$ -	\$ -	\$ -
411-016-594-31-60-09	10th/79th Storm Line Repl	\$ 100,000.00	\$ -	\$ -
411-016-594-31-60-10	99th/4th SE Culvert	\$ 75,000.00	\$ -	\$ -
	<i>131st Ave NE Sewer Extension</i>			\$ 132,588
	<i>36th St Culvert Replace - Fish Pass</i>			\$ 60,000
	<i>Item Requests</i>			\$ 332,513
	Expenditures	\$ 788,922	\$ 326,106	\$ 625,101
411	Storm Water Capital	\$ 1,806,604.00	\$ 2,417,425	\$ 3,796,109

412	Storm Water Debt Service	\$ -	\$ -	\$ -
412-000-397-00-00-00	Interfund Transfer In	\$ 230,334.00	\$ 230,334	\$ 231,264
	Revenues	\$ 230,334	\$ 230,334	\$ 231,264
412-016-591-31-70-00	2019 LTGO Bond - Principal	\$ 123,000.00	\$ 123,000	\$ 127,000
412-016-591-31-70-01	LP_2020B - Principal	\$ 84,426.00	\$ 84,426	\$ 88,647
412-016-592-31-80-00	2019 LTGO Bond - Interest	\$ 6,824.00	\$ 6,824	\$ 3,860
412-016-592-31-80-01	LP_2020B Interest	\$ 16,084.00	\$ 16,084	\$ 11,757

	Expenditures	\$ 230,334	\$ 230,334	\$ 231,264
412	Storm Water Debt Service	\$ -	\$ -	\$ -

501	Unemployment	\$ 38,843	\$ 38,843	\$ 20,345
501-000-348-00-00-00	Contributions From Other Funds	\$ -	\$ -	\$ 25,000
501-000-361-10-00-00	Investment Interest	\$ 40.00	\$ 132	\$ 139
	Revenues	\$ 40	\$ 132	\$ 25,139
501-000-517-60-49-00	Payment to Claimants	\$ 15,000.00	\$ 18,630	\$ 15,000
	Expenditures	\$ 15,000	\$ 18,630	\$ 15,000
501	Unemployment	\$ 23,883.00	\$ 20,345	\$ 30,484

510	Capital Equip - Computer	\$ 231,962	\$ 231,962	\$ 545,349
510-000-341-81-00-00	Technology Fee	\$ 44,000.00	\$ 39,021	\$ 39,411
510-000-345-70-00-01	Information Srv - Shared Exp	\$ -	\$ -	
510-000-348-00-00-00	Contributions From Other Funds	\$ 330,000.00	\$ 590,994	\$ 330,000
510-000-361-10-00-00	Investment Interest	\$ 200.00	\$ 542	\$ 1,000
510-000-369-10-00-00	Misc Revenues	\$ -	\$ -	\$ -
	Revenues	\$ 374,200	\$ 630,556	\$ 370,411
510-000-597-00-00-00	Transfer Out	\$ -	\$ -	
510-006-518-80-31-00	Purchase Computer Equipment	\$ 47,000.00	\$ 47,000	\$ 30,000
510-006-518-80-49-01	LR - SiteImprove Website Optim	\$ -	\$ -	
510-006-518-80-49-02	LR - Lansweeper	\$ 820.00	\$ 1,068	\$ 1,200
510-006-518-80-49-03	LR - Adobe Pro	\$ 10,650.00	\$ 10,835	\$ 11,000
510-006-518-80-49-04	LR - WaveBroadband Fiber Lease	\$ 7,600.00	\$ 7,596	\$ -
510-006-518-80-49-05	LR - Smarsh	\$ 8,800.00	\$ 4,461	\$ 8,800
510-006-518-80-49-06	LR - Laserfiche	\$ 18,200.00	\$ -	\$ -
510-006-518-80-49-07	LR - Civic Plus Website	\$ 5,500.00	\$ 10,458	\$ 21,500
510-006-518-80-49-08	LR - TrendMicro Antivirus	\$ 2,500.00	\$ 2,427	\$ 2,500
510-006-518-80-49-09	LR - Social Media Archive	\$ 3,000.00	\$ 6,526	\$ 6,500
510-006-518-80-49-10	LR - Meraki Cloud Mgmt	\$ -	\$ -	\$ -
510-006-518-80-49-11	LR - MeetMeRoom SnoCo	\$ -	\$ -	\$ -
510-006-518-80-49-12	LR - Datacenter Rack Spc SnoCo	\$ 5,300.00	\$ 5,197	\$ 5,197
510-006-518-80-49-13	LR - Firewall Security Subscri	\$ 3,800.00	\$ -	\$ 3,800
510-006-518-80-49-14	LR - Barracuda Email Archive	\$ 58,800.00	\$ 9,445	\$ 10,000
510-006-518-80-49-15	LR - Quest Backup Solution	\$ 4,500.00	\$ -	\$ 4,500
510-006-518-80-49-16	LR - GoDaddy SSL - 3 yr	\$ 600.00	\$ 39	\$ -
510-006-518-80-49-17	LR - .GOV Domain	\$ -	\$ -	\$ -
510-006-518-80-49-18	LR - Microsoft Enterprise Agmt	\$ 61,000.00	\$ 70,213	\$ 72,000
510-006-518-80-49-19	LR - NextRequest - PRR	\$ 9,700.00	\$ 12,465	\$ 20,000
510-006-518-80-49-24	LR - Log360 SIEM	\$ 2,500.00	\$ -	\$ -
510-006-518-80-49-25	LR - Bomgar Cloud Remote Admin	\$ 2,800.00	\$ 2,751	\$ 1,600
510-006-518-80-49-26	LR - KnowBe4 Cyber Security Tr	\$ 1,800.00	\$ 1,854	\$ 2,000
510-006-518-80-49-29	LR - Springbrook	\$ 21,000.00	\$ 20,024	\$ 21,000
510-006-518-80-49-30	LR - NEOGOV	\$ 11,500.00	\$ -	\$ 31,000
510-006-518-80-49-31	LR - ESRI - ArcGIS	\$ 11,000.00	\$ 10,496	\$ 15,000
510-006-518-80-49-32	LR - Permit Trax	\$ 11,000.00	\$ 11,336	\$ 12,000
510-006-518-80-49-33	LR - Vue Works	\$ 6,500.00	\$ -	\$ 10,000
510-006-518-80-49-34	LR - NovaTime	\$ 14,000.00	\$ -	\$ 6,200

510-006-518-80-49-35	LR - AutoDesk Civil 3D	\$ 5,000.00	\$ -	\$ 6,600
510-006-518-80-49-36	LR - Dell Hardware Support	\$ -	\$ -	\$ 3,200
510-006-518-80-49-37	LR - Fortivoice	\$ 1,000.00	\$ 899	\$ 1,200
510-006-518-80-49-38	LR - DUO 2 Factor	\$ 3,500.00	\$ 4,500	\$ -
510-006-518-80-49-39	Miscellaneous Refunds Only	\$ -	\$ 3	\$ -
510-006-518-80-49-40	LR - CI.Security (MDR)	\$ 22,000.00	\$ 21,344	\$ 22,000
510-006-518-80-49-41	LR - Genetec VMS	\$ 2,000.00	\$ -	\$ 2,500
510-006-518-80-49-42	LR - Smartsheet	\$ -	\$ -	\$ -
510-006-518-80-49-43	LR - ClearGov	\$ 11,800.00	\$ 11,231	\$ 11,800
510-006-518-80-49-44	LR - Bitwarden Password Keeper	\$ 6,000.00	\$ -	\$ 6,500
	LR - Bluebeam			\$ 8,000
	LR - PowerDMS			\$ 8,000
510-006-594-18-64-00	Capital - Purch Computer Equip	\$ 45,000.00	\$ 45,000	\$ 108,500
	Expenditures	\$ 426,170	\$ 317,169	\$ 474,097
510	Capital Equip - Computer	\$ 179,992.00	\$ 545,349	\$ 441,663

515	Capital Equip - Vehicle Replac	\$ 56,071	\$ 56,071	\$ 71,330
515-000-348-00-00-00	Contributions From Other Funds	\$ 15,000.00	\$ 15,000	\$ 20,000
515-000-361-10-00-00	Investment Interest	\$ 40.00	\$ 259	\$ 230
515-000-395-10-00-00	Sale of Capital Assets	\$ -	\$ -	\$ -
515-000-395-20-00-00	Insurance Recoveries - Capital	\$ -	\$ -	\$ -
	Revenues	\$ 15,040	\$ 15,259	\$ 20,230
515-007-594-59-60-00	Vehicle Purch - Building Dept	\$ -	\$ -	\$ -
	Expenditures	\$ -	\$ -	\$ -
515	Capital Equip - Vehicle Replac	\$ 71,111.00	\$ 71,330	\$ 91,560

520	Capital Equip - Police	\$ 410,161	\$ 410,161	\$ 407,177
520-000-348-00-00-00	LE Contribution - Vehicles	\$ 250,000.00	\$ 250,000	\$ 277,000
520-000-348-00-00-01	LE Contributions - Boat	\$ 8,000.00	\$ 8,000	\$ 16,000
520-000-348-00-00-02	LE Contributions - Taser	\$ 24,000.00	\$ 24,000	\$ 24,000
520-000-348-00-00-03	LE - Contributions - Firearms	\$ 20,000.00	\$ 20,000	\$ 20,000
520-000-348-00-00-04	LE - Contributions - Body Camera	\$ -	\$ 140,042	\$ 40,000
520-000-361-10-00-00	Investment Interest	\$ 250.00	\$ 1,932	\$ 2,000
520-000-395-10-00-00	Sale of Capital Assets	\$ -	\$ 2,078	\$ -
520-000-395-20-00-00	Insurance Recoveries - Capital	\$ -	\$ -	\$ -
	Revenues	\$ 302,250	\$ 446,052	\$ 379,000
520-008-594-21-63-00	Vehicles - Capital Equip	\$ 172,931.00	\$ 385,236	\$ 303,000
520-008-594-21-63-01	Boat - Capital Equip	\$ -	\$ -	\$ -
520-008-594-21-63-02	Taser - Capital Equip	\$ 21,300.00	\$ 21,300	\$ 24,000
520-008-594-21-63-03	Firearm - Capital Equip	\$ 12,500.00	\$ 12,500	\$ 14,000
520-008-594-21-63-04	Body Worn Cameras - Cap Equip	\$ -	\$ 30,000	\$ 51,914
	Expenditures	\$ 206,731	\$ 449,036	\$ 392,914
520	Capital Equip - Police	\$ 505,680.00	\$ 407,177	\$ 393,263

530	Capital Equip - PW	\$ 862,389	\$ 862,389	\$ 364,430
530-000-348-00-00-00	Contributions From Other Funds	\$ 200,000.00	\$ 200,000	\$ 200,000
530-000-361-10-00-00	Investment Interest	\$ 800.00	\$ 2,760	\$ 30,000

530-000-369-10-00-00	Sale of Surplus	\$ -	\$ 81	\$ -
530-000-395-10-00-00	Sale of Capital Equipment	\$ -	\$ -	\$ -
Revenues		\$ 200,800	\$ 202,841	\$ 230,000
530-016-594-48-60-00	Purchase Of Capital Equipment	\$ 700,800.00	\$ 700,800	\$ -
530-016-594-48-60-01	Sales Tax on Capital Lease	\$ -	\$ -	\$ -
530-016-594-48-70-00	Capital Lease Principal	\$ -	\$ -	\$ -
530-016-594-48-80-00	Capital Lease Interest	\$ -	\$ -	\$ -
Requests				\$ 272,124
Expenditures		\$ 700,800	\$ 700,800	\$ 272,124
530	Capital Equip - PW	\$ 362,389.00	\$ 364,430	\$ 322,305

540	Aerator Equip Replacment	\$ 25,456	\$ 25,456	\$ -
540-000-361-10-00-00	Investment Interest	\$ 20.00	\$ 2	\$ -
Revenues		\$ 20	\$ 2	\$ -
540-000-597-00-00-00	Transfer Out	\$ -	\$ 7	\$ -
540-016-531-20-48-00	Lake Maintenance Expenditures	\$ 25,566.00	\$ 25,450	\$ -
Expenditures		\$ 25,566	\$ 25,457	\$ -
540	Aerator Equip Replacment	\$ (90.00)	\$ -	\$ -

633	Treasurer's Trust	\$ -	\$ -	\$ -
633-000-386-00-00-01	District Court - State Portion	\$ 300,000.00	\$ 110,799	\$ 300,000
633-000-386-00-00-02	District Court - Crime Victims	\$ 4,100.00	\$ 1,798	\$ 4,100
633-000-389-30-00-01	District Court - State Portion	\$ -	\$ -	\$ -
633-000-389-30-00-02	Gun Permit Fees - DOL	\$ 12,000.00	\$ 11,268	\$ 12,000
633-000-389-30-00-03	St. Bldg Permit Fee Non-Rev	\$ 9,000.00	\$ 3,801	\$ 9,000
633-000-389-30-00-04	Leasehold Excise Tax Receipts	\$ 14,000.00	\$ 18,198	\$ 14,000
633-000-389-30-00-05	Seizure & Forfeit - State REV	\$ 7,000.00	\$ 574	\$ 7,000
633-000-389-30-00-07	Mandatory Ins.-Admin Cost Cnty	\$ -	\$ -	\$ -
633-000-389-30-00-08	Fire District Fees	\$ 25,000.00	\$ 26,460	\$ 25,000
633-000-389-30-00-09	Gun Permit Fees - WSP	\$ 4,000.00	\$ 3,861	\$ 4,000
633-000-389-30-00-10	Sales Tax owed to DOR	\$ -	\$ 4,111	\$ -
633-000-389-30-00-12	OPD Grant - Arlington Portion	\$ -	\$ 10,800	\$ -
633-000-397-00-00-00	Transfer in	\$ -	\$ -	\$ -
Revenues		\$ 375,100	\$ 191,670	\$ 375,100
633-000-586-00-00-01	State Court Remit	\$ 300,000.00	\$ 110,799	\$ 300,000
633-000-586-00-00-02	Crime Victims Comp - SnoCo	\$ 4,100.00	\$ 1,798	\$ 4,100
633-000-589-30-00-00	Seizure & Forfeit State REMIT	\$ -	\$ 574	\$ -
633-000-589-30-00-01	Leasehold Excise Tax Remit	\$ 15,000.00	\$ 18,198	\$ 15,000
633-000-589-30-00-02	Fire District Fee Remit	\$ 30,000.00	\$ 26,460	\$ 30,000
633-000-589-30-00-03	State Building Permit Remit	\$ 9,000.00	\$ 3,801	\$ 9,000
633-000-589-30-00-04	State Court Remittance	\$ -	\$ -	\$ -
633-000-589-30-00-05	Gun Permit - State DOL	\$ 12,000.00	\$ 11,268	\$ 12,000
633-000-589-30-00-06	Crime Victims Comp - SnoCo	\$ -	\$ -	\$ -
633-000-589-30-00-10	Gun Permit - WSP Remittance	\$ 5,000.00	\$ 3,861	\$ 5,000
633-000-589-30-00-11	DOR - Sales Tax Remittance	\$ -	\$ 4,111	\$ -
633-000-589-30-00-12	OPD Grant Exp - Arlington	\$ -	\$ 10,800	\$ -
Expenditures		\$ 375,100	\$ 191,670	\$ 375,100
633	Treasurer's Trust	\$ -	\$ -	\$ -



City of Lake Stevens

One Community Around the Lake

2023 Budget
Public Hearing No. 1

2023 Budget Priorities

- Maintain Public Health & Safety
 - American Public Works Association (APWA) Accreditation
 - Enhance Transportation Program
 - Enhance Park & Recreation Program
 - Complete Capital Projects in Process
- Streamlining Citywide Processes to Increase LOS
- Attract & Retain Highly Qualified Staff





2023 Proposed Budget

No.	Fund Name	2023 Beginning Cash Balance	2023 Revenues	2023 Expenditures	2023 Ending Cash Balance
000	General Funds	\$18,766,382	\$20,390,128	\$22,380,520	\$16,775,989
101	Street	\$2,557,065	\$3,210,500	\$3,420,044	\$2,347,520
111	Drug Seizure & Forfeiture Fund	\$61,037	\$279	\$25,000	\$36,316
112	Municipal Arts Fund	\$52	\$56	\$0	\$108
210	2008 Bonds	\$0	\$210,605	\$210,605	\$0
213	LTGO Bond 2015	\$0	\$96,938	\$96,938	\$0
214	2019 LTGO Bond PD	\$0	\$462,129	\$462,129	\$0
215	2021A LTGO Bond	\$0	\$609,850	\$609,850	\$0
301	Cap. Proj.-Dev. Contrib.	\$4,918,695	\$1,210,207	\$1,686,240	\$4,442,662
302	Park Mitigation	\$1,953,029	\$1,452,864	\$2,098,600	\$1,307,293
303	Cap. Imp.-REET	\$6,930,342	\$1,529,124	\$1,017,260	\$7,442,206
304	Cap. Improvements REET 2	\$4,769,455	\$2,048,703	\$1,830,769	\$4,987,389
307	Infrastructure Capital Project	\$0	\$0	\$0	\$0
309	Sidewalk Capital Project	\$300,702	\$2,420	\$300,000	\$3,122
401	Sewer	\$2,994	\$814,894	\$799,394	\$18,494
410	Storm and Surface Water	\$2,167,348	\$4,491,571	\$5,641,271	\$1,017,648
411	SWM Capital	\$2,417,425	\$2,003,785	\$459,661	\$3,961,549
412	SWM Debt	\$0	\$231,264	\$231,264	\$0
501	Unemployment	\$20,345	\$25,139	\$15,000	\$30,484
510	Equipment Fund - Computers	\$545,349	\$370,411	\$474,097	\$441,663
515	Equipment Fund--Vehicles	\$71,330	\$20,230	\$0	\$91,560
520	Equipment Fund-Police	\$407,177	\$379,000	\$392,914	\$393,263
530	Equipment Fund-PW	\$364,430	\$230,000	\$272,124	\$322,305
540	Aerator Equipment Replacement	\$0	\$0	\$0	\$0
633	Treasurer's Trust	\$0	\$375,100	\$375,100	\$0
	Total All Funds	\$46,253,157	\$40,165,196	\$42,798,780	\$43,619,573



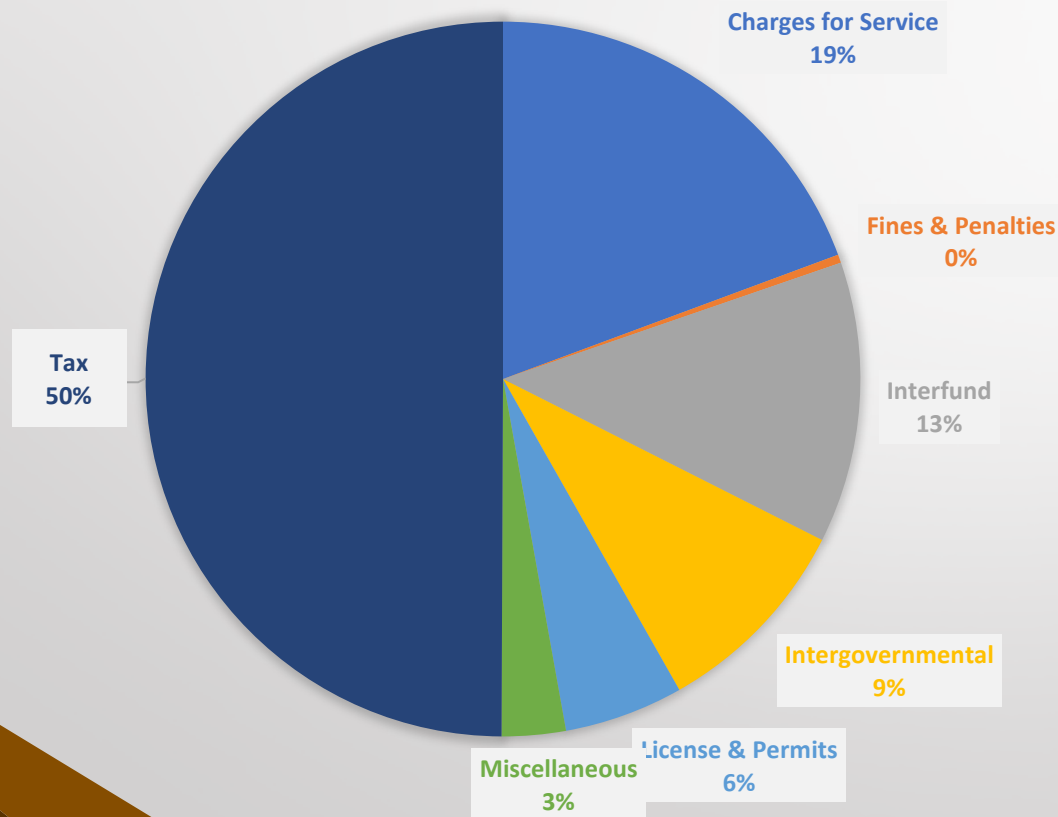
2023 Proposed Budget

Fund Name	2023 Beginning Cash Balance	2023 Revenues	2023 Expenditures	2023 Ending Cash Balance
General (000)	\$18,766,382	\$20,390,128	\$22,380,520	\$16,775,989
Special Revenue (100)	\$2,618,154	\$3,210,835	\$3,445,044	\$2,383,944
Debt Service (200)	\$0	\$1,379,522	\$1,379,522	\$0
Capital Projects (300)	\$18,872,224	\$6,243,318	\$6,932,869	\$18,182,673
Other Proprietary (400)	\$2,994	\$814,894	\$799,394	\$18,494
SWM Funds (400)	\$4,584,773	\$6,726,620	\$6,332,196	\$4,979,197
Internal Service (500)	\$1,408,631	\$1,024,780	\$1,154,135	\$1,279,276
Fiduciary (600)	\$0	\$375,100	\$375,100	\$0
Totals	\$46,253,157	\$40,165,196	\$42,798,780	\$43,619,573



2023 City Wide Revenue Breakdown

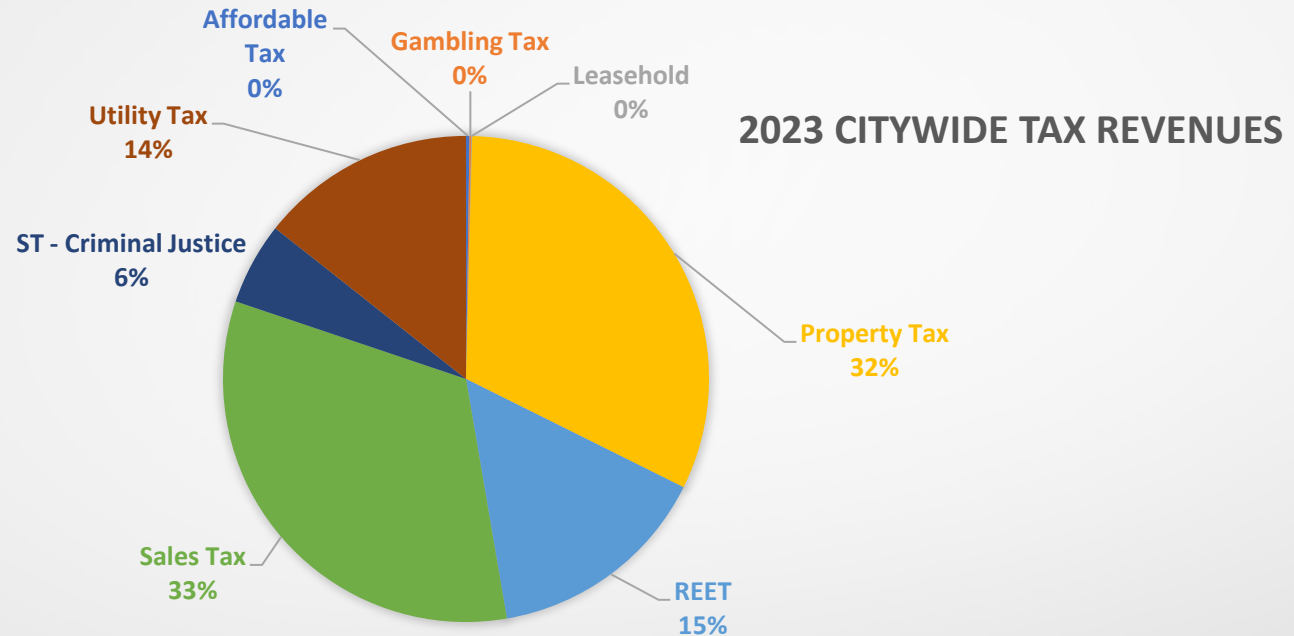
2023 CITYWIDE REVENUES



- Taxes (50%)
 - Property Tax
 - Sales Tax
 - REET
 - Utility
- Charges for Services (19%)
 - Zoning & Subdivision
 - Impact Fees
 - Storm Water Fee
- Intergovernmental (9%)
 - Grants
 - State Shared
- License & Permits (6%)
 - Building Permits



2023 City Wide Tax Revenue Breakdown



Tax Type	General Fund	Reserve GF	Street	REET 1	REET 2	Grand Total
Property Tax	\$4,613,705		\$1,794,219			\$6,407,924
Sales Tax	\$5,790,875	\$800,000				\$6,590,875
ST - Criminal Justice	\$1,098,175					\$1,098,175
Utility Tax	\$2,439,877		\$438,801			\$2,878,678
REET				\$1,500,000	\$1,500,000	\$3,000,000
Affordable Tax	\$46,460					\$46,460
Gambling Tax	\$25,162					\$25,162
Leasehold	\$9,000					\$9,000
Grand Total	\$14,023,254	\$800,000	\$2,233,019	\$1,500,000	\$1,500,000	\$20,056,274

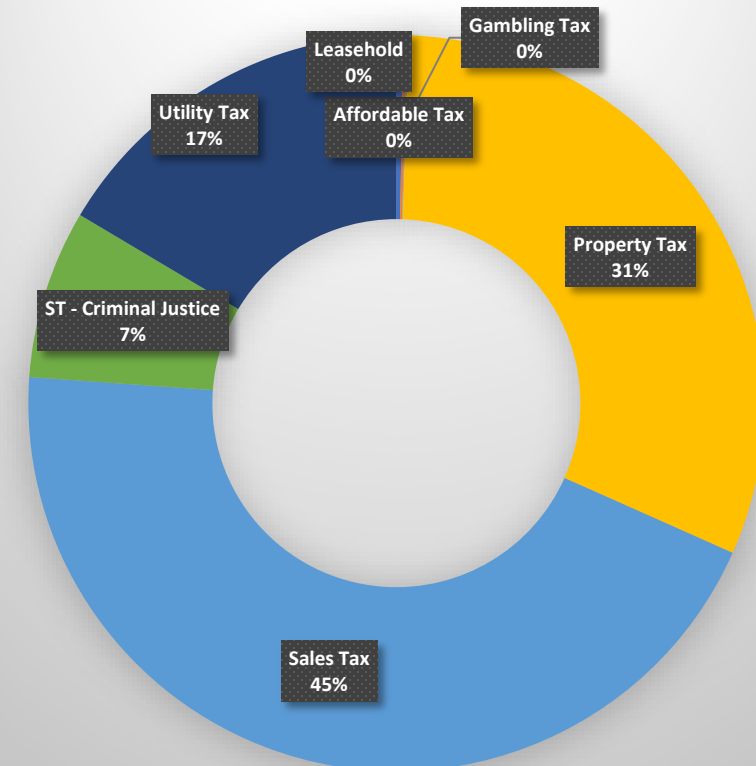


General Fund Revenues for 2023

Total GF Revenues - \$20,390,128

Revenue Source	2022 Budgeted	2022 Estimated Ending	2023 Proposed Budget
Tax	\$13,124,050	\$13,341,345	\$14,823,254
Charges for Service	\$485,200	\$605,564	\$475,443
Fines & Penalties	\$240,450	\$119,743	\$151,000
Interfund	\$1,300,000	\$2,359,690	\$1,366,000
Intergovernmental	\$5,638,914	\$5,817,919	\$1,036,973
License & Permits	\$2,085,900	\$2,190,951	\$2,121,124
Miscellaneous	\$298,790	\$428,497	\$416,333
Grand Total	\$23,173,304	\$24,863,710	\$20,390,128

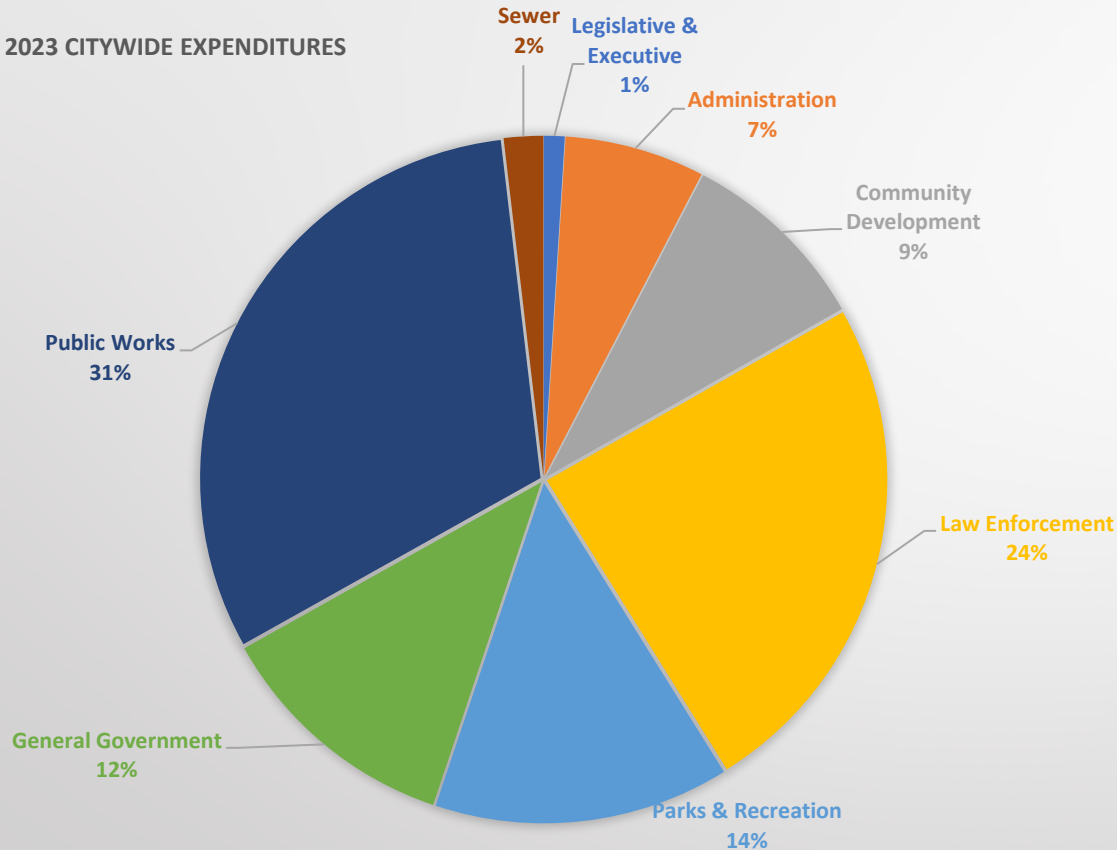
General Fund Taxes \$14,823,254





2023 City Wide Expenditure

2023 CITYWIDE EXPENDITURES



- Public Works (31%)
 - Street
 - Storm/Surface Water
 - Facilities
- Park & Recreation (14%)
- General Government (12%)
 - Debt
 - Interfund (Loans/Transfers)
 - Legal
 - Community
- Law Enforcement (24%)
- Planning & Community Development (9%)
- Administration (7%)
 - City Clerk/Finance/HR/IT

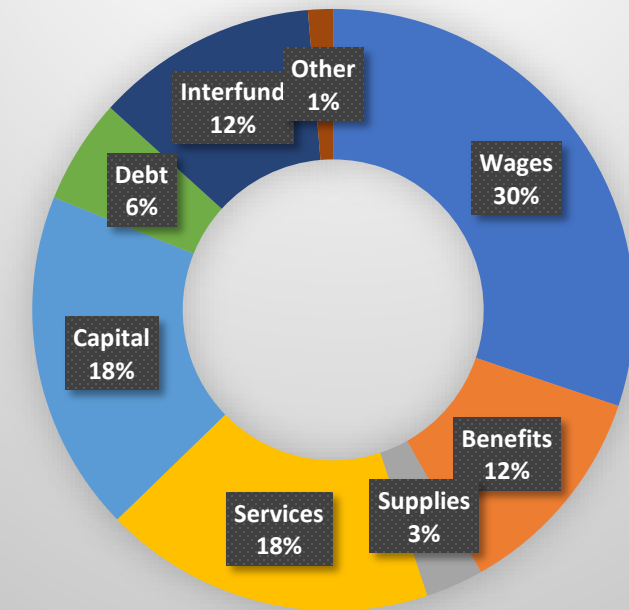


Citywide Expenditures for 2023

Citywide Expenditures \$42,798,781

Expenditure Type	Sum of 2022 Budget	Sum of Estimated Ending	Sum of Proposed Budget
Wages	\$11,567,573	\$9,934,606	\$12,912,508
Benefits	\$4,870,783	\$3,904,234	\$4,991,944
Supplies	\$1,969,268	\$1,257,359	\$1,328,825
Services	\$9,359,602	\$8,619,838	\$7,619,410
Capital	\$28,279,069	\$24,847,072	\$7,854,028
Debt	\$2,634,315	\$2,634,315	\$2,410,180
Interfund	\$6,494,875	\$6,796,079	\$5,106,786
Other	\$1,046,686	\$558,056	\$575,100
Grand Total	\$66,222,171	\$58,551,559	\$42,798,781

Citywide Expenditures by Type



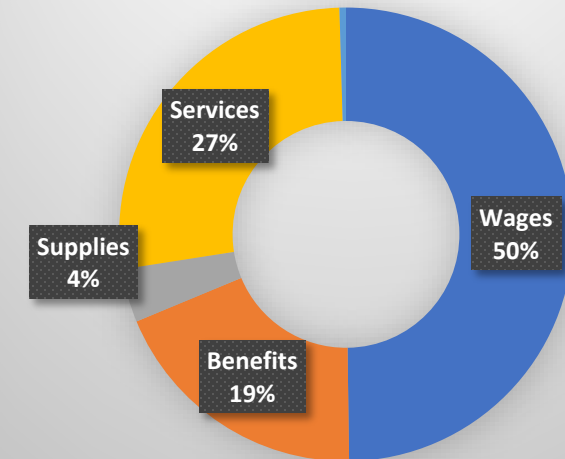


General Operating Fund Expenditure Comparison by Department 2022 -2023

Description	2022 Estimated Expenditures	2022 % of Total Exp	2023 Proposed Budget	2023 % of Total Exp.	Change 2022 - 2023	% Change 2022-2023
Legislative & Executive	\$364,594	2%	\$423,883	2%	\$59,289	16%
Administration	\$260,914	2%	\$279,517	1%	\$18,603	7%
City Clerk	\$163,870	1%	\$180,161	1%	\$16,291	10%
Finance	\$767,856	5%	\$809,545	4%	\$41,688	5%
Human Resources	\$538,319	3%	\$617,131	3%	\$78,812	15%
Information Technology	\$346,914	2%	\$483,794	2%	\$136,880	39%
Planning & Community Develop	\$2,362,204	14%	\$2,472,877	13%	\$110,673	5%
Law Enforcement	\$8,376,769	51%	\$9,445,794	48%	\$1,069,025	13%
Parks	\$1,144,590	7%	\$2,214,822	11%	\$1,070,232	94%
Legal	\$688,791	4%	\$648,762	3%	(\$40,029)	-6%
Community	\$153,739	1%	\$86,111	0%	(\$67,628)	-44%
General Government	\$1,358,683	8%	\$1,909,866	10%	\$551,183	41%
Total Expenditures	\$16,527,245	100%	\$19,572,263	100%	\$3,045,018	18%

- Non – Rep Market Rate Study – 6o% YIP
- Non-Rep COLA 6%
- Guild Commissioned 3%
- Guild Non- Commissioned 4%
- Teamsters – o% Under negotiation

General Fund Expenditures by Type

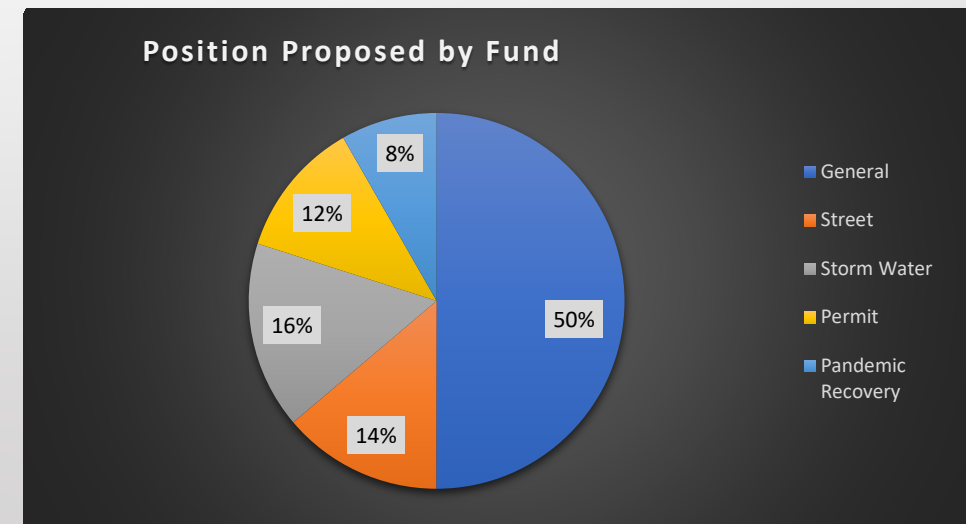
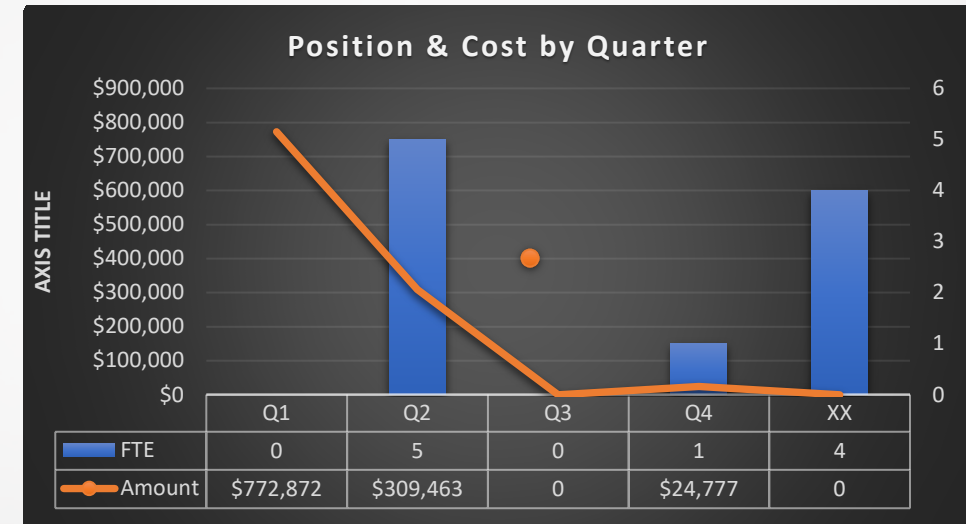


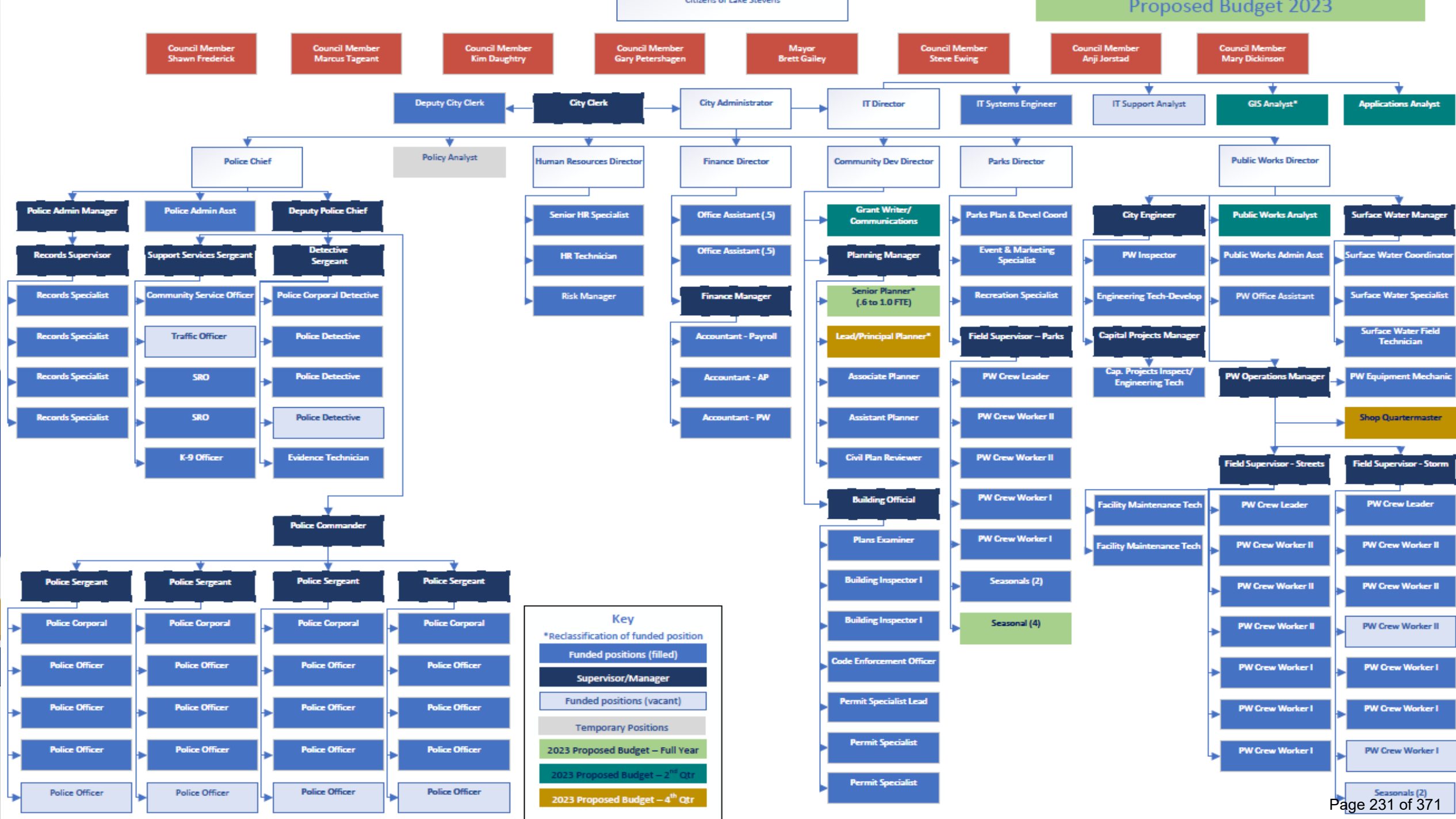
- Wages & Benefits (69%) | \$13,452,170
- Services | \$5,285,032
- Supplies | \$744,825



2023 Staffing Recommendations

Staffing & Wages		\$1,107,112
Proposal	Timing	Mayor YES
Interns (4) (Estimated \$88,000 from Salary Savings)	Q1	\$0
Non-Represented Staff COLA 6%	Q1	\$359,409
Compensation Study - 60th Percentile Years in Position	Q1	\$341,940
IT Application Analyst	Q2	\$87,000
Senior Planner (PT to FT)	Q1	\$71,523
Principal (Lead) Planner (4th Quarter)	Q4	\$5,186
Seasonal Park Worker (Add 4 FTE)	Q2	\$44,000
Public Works Analyst (Q2)	Q2	\$104,963
Public Works Shop Quartermaster	Q4	\$19,591
Police Officer (Council Directive)	Avail	
Police Officer (Council Directive)	Avail	
Grant Writer (Council Directive) "Pandemic Recovery Funds"	Q2	\$73,500



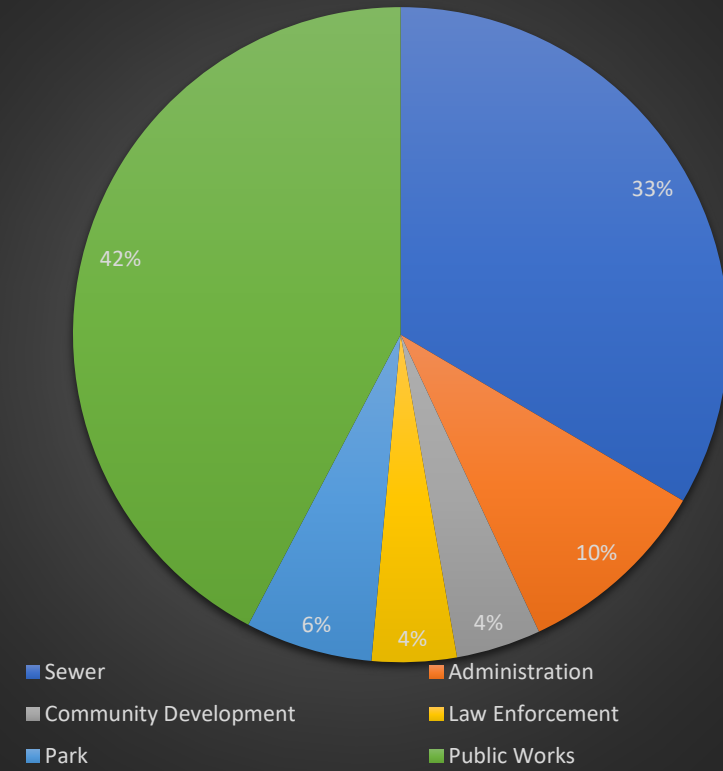




2023 Recommended Budget Summary

Item Requests		\$1,195,570
Request	Dept	Mayor YES
Financial Software Transition (Placeholder)	Sewer	\$100,000
Sewer Assumption (Placeholder)	Sewer	\$300,000
Community Emergency Response Team Equip	AD	\$6,320
Datacenter Hardware Update	AD	\$100,000
Secondary Firewall (High-Availability)	AD	\$3,500
ESRI Drone Mapping	AD	\$5,000
Consultant - Streetscape - 91st Ave SE	PCD	\$50,000
Bridge Mental Health	LE	\$50,000
Quartermaster Supplies	PW	\$50,000
Enterprise Fleet Program	PW	\$140,000
Parks Equipment (Placeholder)	PK	\$75,000
Ventilation for Public Works Shop	PW	\$68,200
De-icer tank	PW	\$40,522
Tank and sprayer for de-icer	PW	\$16,147
Fuel station cover	PW	\$7,590
Cover for decant	PW	\$50,000
Thermoplastic applicator (TBD)	PW	\$37,956
Cover for material bins	PW	\$80,000
Catch basic camera	PW	\$15,336

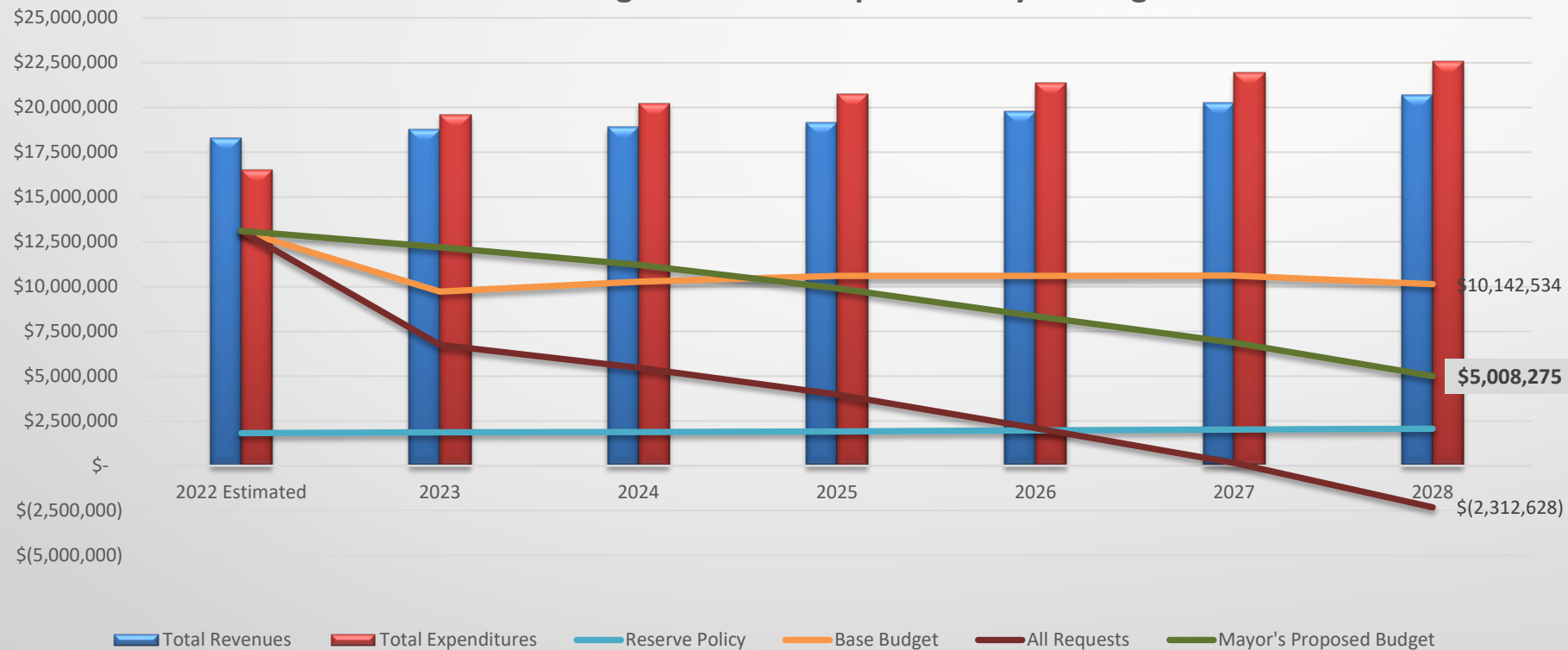
Item Proposed by Department





General Fund Forecasted Ending Balances

General Fund - 2023 Budget - Base v. Request v Mayor Budget



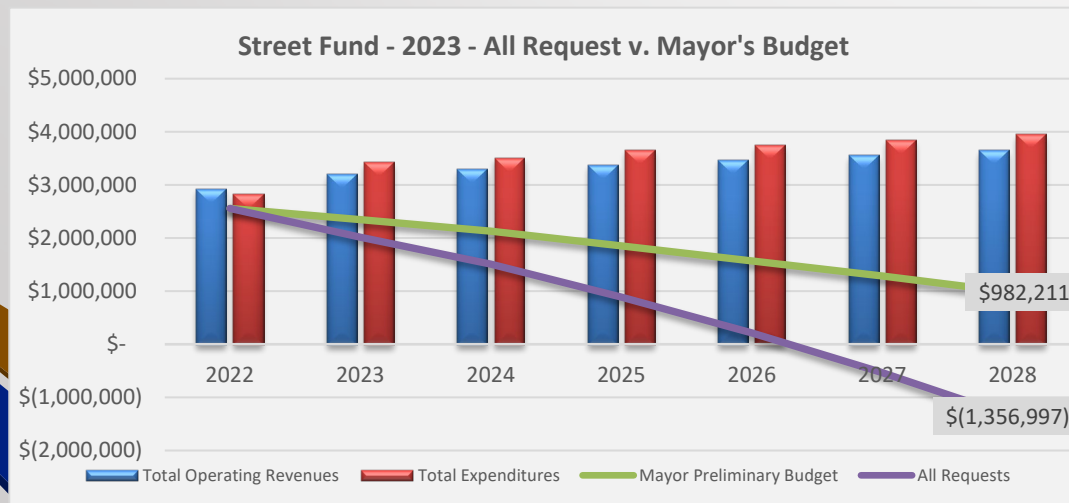


Street Fund Proposed Budget

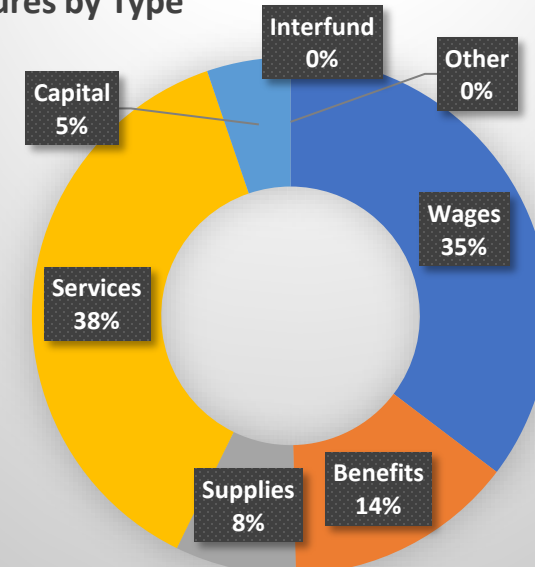
- Revenues - \$3,210,500
 - Property Tax: \$1,794,219
 - Allocation remains at 28%
 - Motor Vehicle Fuel Tax: \$840,048
 - Garbage Utility Tax \$438,801

- Expenditures - \$3,420,044
 - PW Analyst (2nd Quarter)
 - PW Shop Quartermaster (4th Quarter)
 - Annual Pavement Preservation Program - \$400,000
 - Annual Striping Program - \$120,0000

2023 Estimated Ending Fund Balance - \$ 2,347,520



Expenditures by Type



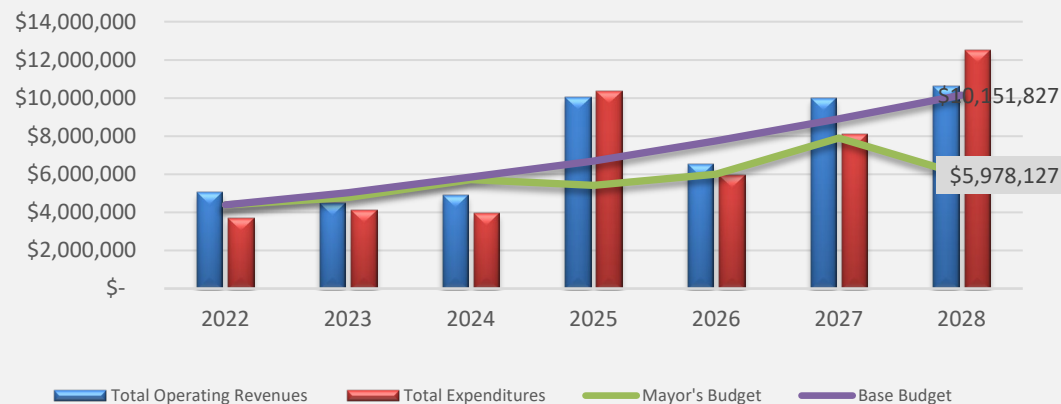


Surface Water Proposed Budget

- Revenues - \$6,726,620
 - Interfund Transfers \$2,296,264
 - Storm Drainage Fees \$4,388,800
 - 3% Increase – New Rate Schedule

2023 Estimated Ending Fund Balance - \$4,979,197

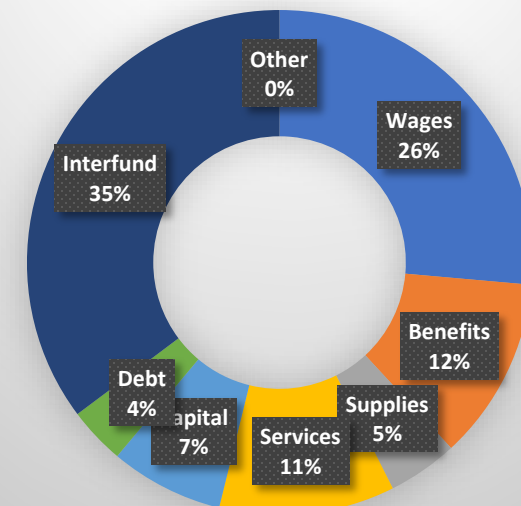
Storm Water - 2023 - Base vs. Mayor Budget



- Expenditures - \$6,332,196

- PW Analyst (2nd Quarter)
- PW Shop Quartermaster (4th Quarter)
- Continue Milfoil & Phosphorus Treatments
- Capital \$459,661
- Debt Service \$231,264

Expenditures by Type





2023 Capital Project Budget Summary

Capital Project Requests			
Item Description	Total Project Amount	2023	Forecasted 2024
Main Street	\$7,249,920	\$931,600	\$6,318,320
99th/20th U-turn Channelization	\$30,000	\$30,000	
91st Ave NE Commercial Revitalization	\$6,846,800	\$50,000	
<i>91st Ave SE/24th Street SE/S. Lake Stevens Road</i>	\$16,896,052	RF	
South Lake Stevens Multi-Use Path Phase II & III	\$3,050,000	\$3,050,000	
16th Street NE Multi-Use Path	\$1,713,024	\$286,520	\$1,426,504
Mill Spur Downtown Parking Lot	\$160,400	\$160,400	
79th Ave SE/8th St. SE Intersection	\$906,240	\$906,240	
School Zone Improvements	Annual	\$50,000	\$50,000
Traffic Calming	Annual	\$75,000	\$75,000
<i>12th St. SE/87th Ave SE Road Realignment</i>	RF	\$50,000	
<i>79th Ave SE Access Road</i>	RF	\$54,069	
ADA Ramps - Compliance Upgrades	\$400,000	\$400,000	
36th Street Culvert Replacement - Fish Passable	\$762,000	\$60,000	\$702,000
Weir Replacement	\$952,500	\$85,000	\$867,000
Catherine Creek/Hartford Crossing Replacement	\$3,175,000	\$0	\$250,000
Bridge 06 Replacement - 36th Street NE	\$3,175,000	\$0	\$250,000

Total Capital
Projects
Budgeted in
2023
\$8,124,225

- Projects listed in red are not currently included in the 2023 budget as grant funding has not yet been secured. Once secured, the project will come back to Council as a budget amendment.

Italicized projects are budgeted in 2022 and will move forward into 2023



2023 Capital Project Budget Summary

Capital Project Requests			
Item Description	Total Project Amount	2023	Forecasted 2024
Frontier Heights Park Phase II	\$1,905,000	\$385,000	\$1,520,000
Sunset Park Dock & Shoreline	\$250,000	\$250,000	
Sunset Park Improvements	\$762,000	\$762,000	
North Cove Guest Moorage	\$134,000	\$134,000	
North Cove Row Dock	\$60,000	\$60,000	
Davies Beach Pier Restoration	\$200,000	\$200,000	
Eagle Ridge Park Phase II	\$984,250	\$974,450	\$0
Cedarwood Recreation Center	\$1,651,000	\$30,000	\$1,521,000
Hartford Depot (concession building)	\$228,600	\$228,600	
20th Street Ballfields and Dog Park (Powerline Trail)	\$1,401,500	\$1,265,000	
Centennial Woods - Pump Track and Climbing	\$1,340,000	\$20,000	\$150,000
Bonneville Ballfields	\$952,500	\$75,000	
North Cove Floating Dock Bulkhead Replacement	RF	\$15,000	
Festival Street Restroom	RF	\$134,689	
Festival Street	RF	\$1,025,001	
Cavelero (Sign)	RF	\$56,000	
Additional PW Shop Building Feasibility/Preliminary Design	\$30,000	\$30,000	
Security Cameras	\$150,000	\$100,000	\$10,000
131st Ave NE Sewer Extension	\$265,176	\$265,176	
Machias Sewer Connection	\$438,912	\$0	\$34,560
Museum	\$2,400,000	\$0	\$2,400,000
Eagle Ridge Storage Building	\$127,000	\$10,000	\$117,000
Lundeen Park Recreation Building Remodel	\$127,000	\$10,000	\$117,000
1819 South Lake Stevens Road - Commercial Building	\$50,800	\$4,000	\$46,800

- Projects listed in red are not currently included in the 2023 budget as grant funding has not yet been secured. Once secured, the project will come back to Council as a budget amendment.
- Italicized projects are budgeted in 2022 and will move forward into 2023



TBD Priority Project List

Roadways	Start	End	Cost Estimate
Pavement Preservation (annual allocation)			500,000
79 th Ave SE Access Rd.	20 th St. NE	83 rd Ave SE	3,163,500
Main Street	16 th St. NE	20 th St. NE	7,198,720
91 st St. NE	Market Place	SR204	6,748,800
Traffic and Pedestrian Safety Programs: Striping, pavement marker/delineators, and traffic control devices, sight improvements, traffic configuration			Varies

- If voter approved, Council has directed staff to set aside the first \$500,000 per year to add to the Pavement Preservation program.
- Additional funding will be use for prioritized projects specified in the TBD priority list



TBD Priority Project List

Sidewalk/Walkway/Trail	Start	End	Cost Estimate
16 th Street NE	Main Street	Machias Cutoff	1,060,544
91 st Ave SE	Fourth St. SE	Market Street	606,528
91 st Ave SE	Eighth St. SE	Fourth St. SE	808,704
117 th Ave NE	20 th St. NE	26 th St. NE	1,224,288
91 st Ave SE	20 th St. SE	12 th St. SE	1,179,360
North Lakeshore Drive	Main Street	123 rd Ave NE	131,976
Soper Hill	Lake Drive	RAB at SR9	1,714,284
113 th Ave NE	32 nd St. NE	36 th St. NE	68,796
20 th St. NE	Main Street	131 st Ave SE	29,484
Grade Road	Hartford Drive	Library	383,292
Hartford Drive	20 th St. NE	21 st St. NE	303,264
123 rd Ave NE	22 nd St. NE	North Lakeshore Drive	421,200
83 rd Ave NE	20 th St. SE	17 th St. SE	477,360
99 th Ave NE	First St. NE	Chapel Hill Road	101,088
North Lakeshore Drive	123 rd Ave NE	North Lakeshore Swim Beach	692,172
99 th Ave NE	Sunnycrest Elem.	30 th St. NE	741,312
99 th Ave SE	20 th St. SE	Eighth St. SE	1,718,496
South Lake Stevens Road	East Lakeshore Drive	123 rd St. SE	2,729,376
20 th St. SE	S. Lake Stevens Road	113 th Drive SE	1,151,280
Fourth St. NE	97 th Drive NE	98 th Drive NE	263,952
Sidewalk and walkway replacement/maintenance, connection of missing links and ADA improvement upgrades, construction of new walkways and trail links			Varies

2023 Budget Next Steps

- Public Comment
- Approval of the First Reading of the Budget Ordinance
- Final Public Hearing Budget Adoption

November 22, 2022

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Hisey Rezone Request

Contact Person/Department: Christi Schmidt, Community Development

Budget Impact: None

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

1. Closed Record Public Hearing and First and Final Reading for Ordinance No. 1146 related to the Hisey Rezone (LUA2021-0211).
2. **Motion to approve Ordinance No. 1146:** An ordinance of the city of Lake Stevens amending the zoning for an undeveloped 11.22-acre parcel (APN: 29062000305400), located off Machias Cutoff, from R6 to R8-12 as part of the Hisey Rezone (City File No. LUA2021-0211).

SUMMARY/BACKGROUND:

Process and Procedures for Closed-Records Hearings

Following the Revised Code of Washington (RCW) 36.70B.050 – **Local Project Review**, local jurisdictions can hold **one** “open record hearing” for quasi-judicial land use applications. Quasi-judicial means the proceeding resembles a court decision when the decision-making body considers legal, procedural and factual information to draw conclusions and make a decision or recommendation. Open record hearings allow the public to present written / oral evidence to be included in the official record and afford the applicant due process.

The city invites public participation through direct mailings, site posting, and publication in the newspaper of record. There are typically four opportunities when interested parties can provide comments before a decision is issued: 1) following the Notice of Application, 2) at the Public Meeting, 3) after SEPA is issued and 4) at the Public

Hearing. The official record, which is established at the open record hearing, becomes the source for making the final decision.

Depending on the type of land use review, there may be a closed record hearing before the Council takes action, typically through approval of an ordinance. The closed record review relies on materials presented prior to or at the initial public hearing before the Hearing Examiner, which establishes the complete record. Lake Stevens employs this system for the review of Type IV applications. The state statute and local regulations describing this process are included below with emphasis added.

RCW 36.70B.050

Local government review of project permit applications required—Objectives.

Not later than March 31, 1996, each local government shall provide by ordinance or resolution for review of project permit applications to achieve the following objectives:

- (1) Combine the environmental review process, both procedural and substantive, with the procedure for review of project permits; and
- (2) *Except for the appeal of a determination of significance as provided in RCW 43.21C.075, provide for no more than one open record hearing and one closed record appeal.*

14.16B.455 City Council Decision.

(a) *The Planning Director shall transmit to the City Council a copy of the department file on the application including all written comments received prior to the City Council meeting and information reviewed by or relied upon by the Hearing Examiner.* The file shall also include information to verify that the requirements for notice to the public (notice of application, notice of public hearing, and notice of SEPA determination) have been met.

(b) The City Council shall, at the public hearing, consider and take final action on each Type IV application.

(c) *The City Council shall conduct a closed record public hearing. The City Council shall not accept new information, written or oral, on the application, but shall consider the following in deciding upon an application:*

- (1) The complete record developed before the Hearing Examiner; and
- (2) The recommendation of the Hearing Examiner.

(d) The City Council shall, based on findings of fact and conclusions derived from those facts which support the decision of the Council, either:

- (1) Approve the application; or
- (2) Approve the application with modifications; or
- (3) Remand the application to the Hearing Examiner for an additional review limited to specific issues identified by the Council; or
- (4) Deny the application.

(e) Decision.

(1) Conditions. *The City Council may, based on the record, include conditions in any*

decision approving or approving with modifications an application in order to ensure conformance with the approval criteria specified in the code or process under which the application was made.

(2) Findings of Fact. *The City Council shall include findings of fact and conclusions derived from those facts which support the decision of the Council*, including any conditions, in the decision approving or approving with modifications the application. The City Council may, by reference, adopt some or all of the findings and conclusions of the Hearing Examiner. (Ord. 811, Sec. 3 (Exh. 2), 2010)

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 & Hearing
TYPE IV Quasi-Judicial, City Council with Hearing Examiner Recommendation	• Essential Public Facilities • Planned Neighborhood developments • Rezone – Site-Specific • Secure Community Transition Facilities	Hearing Examiner with Open Record Hearing	Closed Record	City Council	None, appeal to Superior Court

Closed Record Public Hearing and First and Final Reading of Ordinance No. 1146 (**Exhibit 1**) related to the Hisey Rezone (LUA2021-0211).

The applicant, Rochelle Smith with Land Pro, Inc, on behalf of JM1 Holdings, LLC, has applied for a site-specific rezone for an approximately 11.22-acre site located on an undeveloped parcel off Machias Cutoff, Lake Stevens, WA / Parcel Number: 29062000305400, pursuant to Lake Stevens Municipal Code (LSMC) 14.16C.090(b)(1). The applicant requests that the subject parcel's zoning designation change from R6 to R8-12. Rezones are Type IV quasi-judicial applications that require a hearing examiner recommendation and City Council approval per Chapter 14.16A LSMC (Table 14.16A-I) and Chapter 14.16B LSMC – Part IV. No change is proposed to the underlying Medium Density Residential (MDR) land use designation.

Concurrent with its rezone application, the applicant submitted Type III quasi-judicial applications for a preliminary plat and variance, based on the proposed R8-12 zoning. The preliminary plat request is for a 36-lot residential cluster subdivision with associated improvements. The variance request seeks to increase the maximum height of rockery walls. The hearing examiner is the decision-making body for these applications, and on September 23, 2022 approved both applications contingent on Council approval of the rezone.

On October 6, 2022, the city received a reconsideration request for the preliminary plat and variance applications, consistent with LSMC 14.16B.350(e). The Type IV rezone had been pre-scheduled for a closed-record hearing before the city council on October 11, 2022. Therefore, on October 11, 2022 the city council opened the hearing and continued the item to no sooner than November 8, 2022 to wait for a decision to be made by the Hearing Examiner. On October 20, 2022, all parties of record for the reconsideration submitted responses to the hearing examiner's Request for Comments on the Reconsideration. As of the time of publication of the meeting packet for the Council's November 8 meeting, the Hearing Examiner's decision on the reconsideration had yet to be received. That decision will be added to the packet upon its receipt.

The subject property is located in the southeast corner of the city that was part of the Southeast Interlocal Annexation that became effective in August 2021. The subject property has a comprehensive plan land use designation of Medium Density Residential (MDR). The surrounding properties are all also designated as MDR by the city's comprehensive plan. The R8-12 zoning district is allowed in properties designated MDR. The properties directly to the west, east, south, and southeast of the site are zoned R6. However, the properties directly north (across from Machias Cutoff roadway) are all zoned R8-12.

The city received the applications on December 23, 2021 and issued a Determination of Completeness on January 13, 2022. A public meeting was held on February 3, 2022. An open record public hearing was held before the Hearing Examiner on September 6, 2022. The Hearing Examiner issued a recommendation of approval on September 23, 2022 (**Exhibit 1**). City staff provided public notice for all actions by publication in the Everett Herald, direct mailings, emailing parties of record, and posting notices onsite, city website and city bulletin boards.

The city requested a traffic impact analysis (TIA) to assess potential traffic impact related to the rezone. The applicant submitted a TIA and two additional memoranda, which have been reviewed by the city engineer. Under the existing R6 zoning, the TIA calculated that 26 dwelling units would result in 246 new average daily trips (ADT) and 27 new PM peak-hour trips. Under the proposed R8-12 be approved, the TIA calculated that 36 dwelling units would result in an increase of 94 average daily trips (to a total of 340) and an increase of 9 PM peak hour trips (to a total of 36). The TIA studied several

intersections and determined that they will all operate at acceptable levels of service if developed with the proposed R8-12 zoning.

The city has adopted reasonable measures in its Comprehensive Plan to increase residential capacity in an effort to meet its adopted population target, including both cluster subdivisions and increased residential densities. On February 23, 2022, the Snohomish County Council adopted Ordinance No. 22-003 establishing the 2044 Initial Population and Employment Growth Targets in Appendix B in the Countywide Planning Policies, which increased the population target for the City of Lake Stevens UGA to 50,952. This target is higher than the capacity of 50,241 identified for the UGA in the 2021 Buildable Lands Report. The result is a projected population shortfall/deficit of 711 for the UGA under current zoning. The proposed rezone would allow for an additional 11 units. Based on census data for average household size in Lake Stevens (2.9 persons per household), it would increase the city's population capacity by approximately 32 people, or 4% of its project's population deficit.

The proposed rezone is consistent with a need to plan for increased residential density based on adopted growth targets. The Lake Stevens Hearing Examiner has determined that this rezone request is consistent with the goals and policies of the Comprehensive Plan, complies with the Growth Management Act and conforms with the Lake Stevens Municipal Code (LSMC).

Any future land use action resulting from the rezone will be subject to the rules and standards in effect at the time of application, including but not limited to public noticing, subdivision, construction, environmental review, critical areas, streets and stormwater.

FINDINGS AND CONCLUSIONS:

The Hearing Examiner has found the Hisey Rezone proposal (LUA2021-0211) to be consistent with LSMC 14.16C.090 and has submitted a recommendation (**Exhibit 1**) to the City Council to approve the proposal with conditions based on the findings and conclusions contained in the recommendation.

APPLICABLE CITY POLICIES:

Chapters 14.16C.090, 14.16B–Part IV, and 16.04, of the Lake Stevens Municipal Code

ATTACHMENTS:

1. Exhibit A - Ordinance No. 1146
2. Exhibit B - Hearing Examiner Recommendation - Hisey Rezone (9.23.22)
3. Memo to Council 11-7-22
4. Exhibit C- Petitioner Request for Reconsideration
5. Exhibit D-HE Request for Comments on Reconsideration

6. Exhibit E - Applicant Response
7. Exhibit F - Petitioner Response to HE
8. Exhibit F.1 - Email 10-25 Dana McClure
9. Exhibit F.2 - Email from Rich Lyon 10-19-22
10. Exhibit G -City Response and attach
11. Exhibit 13 - Affidavit for Notice of Reconsideration
12. Exhibit 14 - Emails from Gambles 11-5 to 11-22-21 City replies
13. Exhibit 15 -Email Loretta Kussy 12-2-22 and City Response
14. Exhibit 16 - Photos of Public Hearing Postings
15. Exhibit 17 -TrackingDataClick2MailOrder16338567_Verifcation of mailing
16. Exhibit 18- Emails from both POR re 9-6-22 PH and Conditions
17. Exhibit 18a - Conditions
18. Exhibit 19 - Email to POR with PH documents
19. Exhibit 20 - POR List Last Updated with Annett Gamble Arlington Address on 9-6-22
20. Exhibit 21 - Email to POR regarding 9-6-22 hearing documents dated 9-6-22
21. Exhibit 22 - CC YouTube Link
22. Exhibit 23 - Email to Annett Gamble with Habitat Assmt Ltr dated 9-6-22
23. Exhibit H - HE Decision on Reconsideration
24. Presentation

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

ORDINANCE NO. 1146

AN ORDINANCE OF THE CITY OF LAKE STEVENS AMENDING THE OFFICIAL ZONING MAP ENACTED BY ORDINANCE 1106; APPROVING THE HISEY REZONE (CITY FILE NO. LUA2021-0211) LOCATED ON AN UDEVELOPED PARCEL ALONG MACHIAS CUTOFF (PARCEL NUMBER: 29062000305400) BY REZONING THE SUBJECT PARCEL FROM R6 TO R8-12; ADOPTING FINDINGS AND CONCLUSIONS RECOMMENDED BY THE HEARING EXAMINER; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, on December 8, 2020, the Lake Stevens City Council approved Ordinance No. 1106, adopting an updated Official Zoning Map; and

WHEREAS, on December 23, 2021, the city received an application for a site-specific rezone (City File No. LUA2021-0211) referred to as the Hisey Rezone; and

WHEREAS, the Hisey Rezone includes approximately 11.22 acres south of the Machias Cutoff (**Exhibit A**) and would change the zoning designation on Parcel No. 00457100004400 from R6 to R8-12 per Lake Stevens Municipal Code (LSMC) 14.16C.090; and

WHEREAS, Section 14.16C.090 of the Lake Stevens Municipal Code (LSMC) sets forth the process for rezone applications; and

WHEREAS, pursuant to LSMC 14.16C.090(b) the rezone is a minor amendment, as there are less than five tracts and less than 50 acres involved.

WHEREAS, the Comprehensive Plan land use designation for the subject parcel is Medium Density Residential (MDR) which supports the R8-12 zoning designation per LSMC Table 14.36-I – no change is proposed to the underlying comprehensive plan land use designation; and

WHEREAS, the city and its partner agencies reviewed the application materials pursuant to the requirements of LSMC 14.16C.090; and

WHEREAS, the city determined the proposal to be exempt from a State Environmental Policy Act (SEPA) checklist pursuant to Chapter 16.04 LSMC and the WAC 197-11-800(6)(c); and

WHEREAS, the city is in receipt of public comments submitted in writing and presented orally at the duly held public meeting and the duly held public hearing on September 6, 2022; and

WHEREAS, site-specific rezone is a Type IV quasi-judicial decision, per Chapter 14.16A LSMC (Table 14.16A-I), which requires a recommendation from the Hearing Examiner to City Council based on written findings and conclusions and supported by evidence from an open-record hearing; and

WHEREAS, the Hearing Examiner conducted a duly noticed open-record public hearing on September 6, 2022 and all public testimony has been given full consideration; and

WHEREAS, on September 23, 2022, the Hearing Examiner issued a recommendation to the City Council to approve the rezone request, subject to conditions, as the proposed rezone meets the legal criteria for approving a rezone as set forth in LSMC 14.16C.090 and applicable state requirements; and

WHEREAS, the City Council considered the Hearing Examiner's recommendation at a closed record public hearing on October 11, 2022.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council adopts and incorporates the findings and conclusions for approving a rezone, as set forth in the Hearing Examiner's recommendation, pursuant to LSMC 14.16C.090 and hereby adopts the Hearing Examiner's recommendation, including the conditions of approval attached hereto as **Exhibit B**.

Section 2. The City Council makes the following conclusions based on the entire record of this proceeding, including all testimony and exhibits:

- A. The open record public hearing of the Hearing Examiner and the closed record public hearing of the City Council satisfy the public participation requirements of Chapter 14.16A LSMC.
- B. The SEPA process conducted for this ordinance satisfies the requirements of the State Environmental Policy Act codified in Chapter 43.21C RCW as implemented by Chapter 197-11 WAC and Title 16 LSMC.
- C. The site-specific zoning map amendment, adopted by this ordinance, complies with the Growth Management Act (Chapter 36.70A RCW).
- D. The site-specific zoning map amendment adopted by this ordinance is consistent with the adopted Lake Stevens Comprehensive Plan per Ordinance No. 1105.

Section 3. The Official Zoning Map is hereby amended, as depicted in **Exhibit A**, by changing the zoning on parcel 29062000305400 from R6 to R8-12.

Section 4. The city will review future development applications for the property under the applicable use and development regulations of the Lake Stevens Municipal Code in effect at the time of application.

Section 5. 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 6. 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 11th day of October 2022.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: October 11, 2022

Published:

Effective Date:

Exhibit A

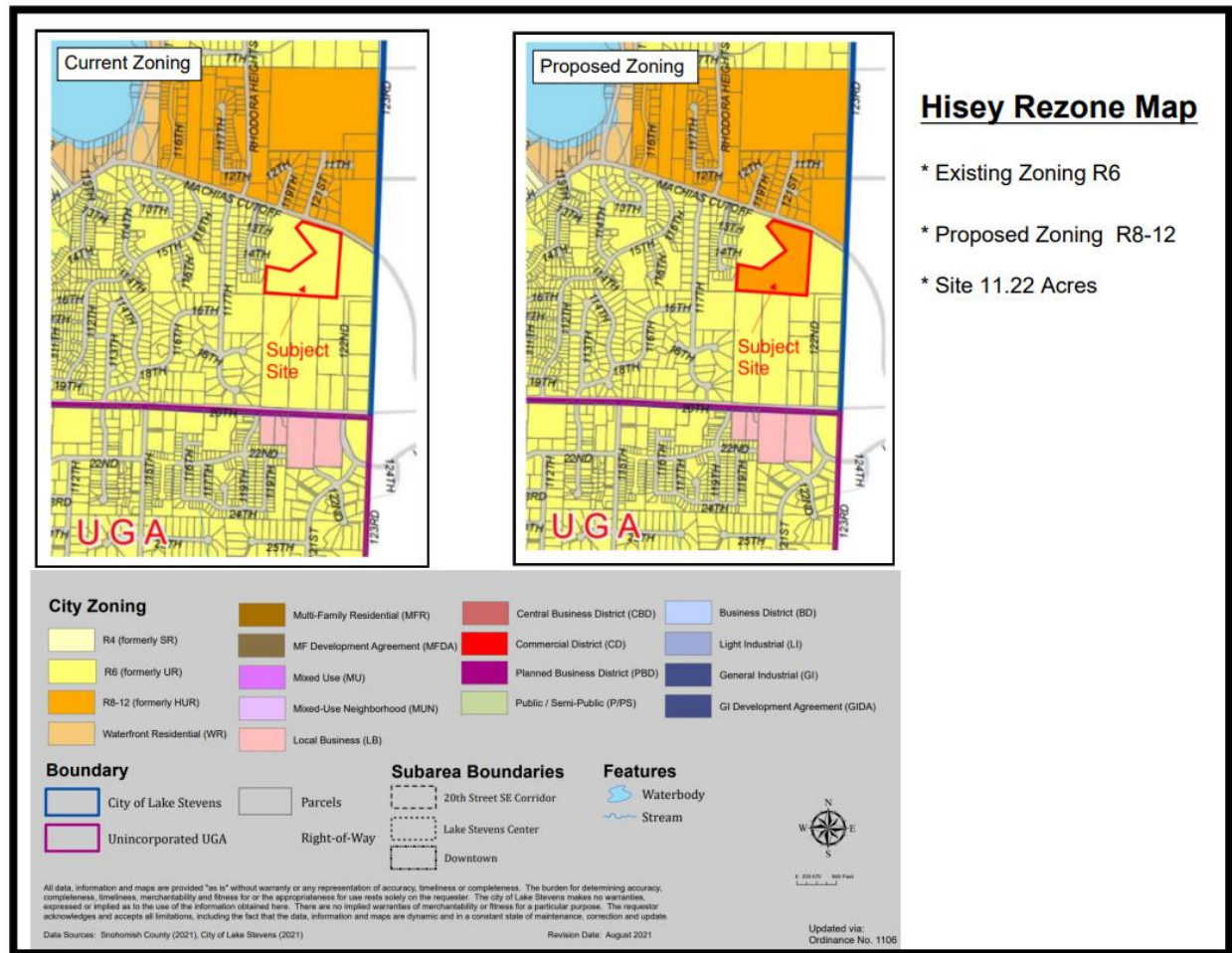


EXHIBIT B

BEFORE THE HEARING EXAMINER FOR THE CITY OF LAKE STEVENS

In the Matter of the Application of	)	No. LUA2021-0211
	)	
Rochelle Smith, Land Pro Group, Inc.,	)	Hisey Site-Specific Rezone
on behalf of JM1 Holdings, LLC,	)	
	)	
	)	FINDINGS, CONCLUSIONS,
<u>For a Site-Specific Rezone</u>	)	AND RECOMMENDATION

SUMMARY OF RECOMMENDATION

The Hearing Examiner recommends that the City Council **APPROVE**, with conditions, the request to rezone an approximately 11.22-acre undeveloped parcel, located to south of the intersection at Machias Cutoff and 121st Street, from the R6 zoning designation to the R8-12 zoning designation.

SUMMARY OF RECORD

Hearing Date:

The City of Lake Stevens Hearing Examiner held an open record hearing on the request on September 6, 2022, using remote access technology.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

Christi Schmidt, City Senior Planner
Rochelle Smith, Applicant Representative

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated August 29, 2022
2. Land Use Development Application, dated December 23, 2021
3. Application Materials:
 - a. Rezone Narrative, dated March 31, 2022
 - b. Title Report, dated November 1, 2021
 - c. Preliminary Plat Map (2 Sheets), dated December 22, 2021
 - d. Critical Area Study, Wetland Resources, revised June 24, 2022
 - (i) Mitigation Plans (2 Sheets), dated June 24, 2022
 - e. Traffic Impact Analysis, Gibson Traffic Consultants, Inc., dated December 14, 2021

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- f. Resolution No. 1022 – Lake Stevens Sewer District Hisey Annexation, adopted March 10, 2022
4. Notice of Complete Application Letter, dated January 19, 2022
5. Notice Materials:
 - a. Affidavit of Notice, dated January 20 and 21, 2022; Affidavit of Posting, dated August 15, 2022
 - b. Notice of Application and Public Meeting, issued January 20, 2022
 - c. Notice of Public Hearing, issued August 11, 2022
6. Public Comments and City Responses:
 - a. Comment from Annett Gamble-Olson, on behalf of John and Jody Gamble, dated February 2, 2022
 - b. Email comment from unnamed member of the public, dated January 25, 2022, with email string
7. Traffic Memoranda:
 - a. Memorandum from Traffic Comment Response re: Machias Cutoff at 123rd Avenue SE, dated March 14, 2022
 - b. Memorandum from Traffic Comment Response re: Pedestrian Crossing, dated March 18, 2022
8. SEPA Categorical Exemption Determination, dated June 23, 2022
9. Rezone Map
10. Staff Presentation

The Hearing Examiner enters the following findings and conclusions based upon the testimony and exhibits admitted at the open record hearing:

FINDINGS

Application and Notice

1. Rochelle Smith, of Land Pro Group, Inc., on behalf of JM1 Holdings, LLC (Applicant) requests a site-specific rezone of an approximately 11.22-acre undeveloped parcel from the R6 zoning designation to the R8-12 zoning designation. The parcel is located to south of the intersection at Machias Cutoff and 121st Street.¹ If the rezone request were to be approved, the Applicant intends to proceed with plans to create a 36-unit subdivision for single-family residential development on 5.3 acres of the approximately 11.22-acre site.² *Exhibit 1, Staff Report, page 1; Exhibit 2; Exhibit 3; Exhibit 9.*

¹ The property subject to the rezone request is identified by Tax Assessor Parcel No. 29062000305400. *Exhibit 1, Staff Report, page 1.* A legal description of the property is included with the title report. *Exhibit 3.b.*

² The Hearing Examiner reviewed the Applicant's request for a preliminary plat (and for a variance to exceed the maximum height for retaining walls), concurrently with the rezone request and issued a decision approving the request contingent on the City Council ultimately approving the requested rezone. *Hearing Examiner's Findings, Conclusions, and Decision for Approval of a Preliminary Plat and Variance (Nos. LUA2021-0210; LUA2021-0212), dated September 23, 2022.*

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2. The City of Lake Stevens (City) determined the application was complete on January 13, 2022. On January 20, 2022, the City provided notice of the application by mailing or emailing notice to property owners within 300 feet of the site and to reviewing departments and agencies, publishing notice in the *Everett Herald*, and posting notice on the City website and at designated City locations, with a comment deadline of February 3, 2022. Notice of the application was posted on the subject property the next day. On or around August 21, 2022, the City provided notice of the open record hearing associated with the application by mailing notice to interested parties and to property owners within 300 feet of the site, publishing notice in the *Everett Herald*, and posting notice on the City website and at designated City locations. The City's notice materials stated that written comments on the proposal could be submitted up until the September 6, 2022, open record hearing. *Exhibit 1, Staff Report, page 3; Exhibit 4; Exhibit 5.*
3. The City did not receive any comments on the proposed rezone from reviewing agencies in response to its notice materials. The City received the following comments on the proposed rezone from members of the public:
 - John and Jody Gamble and Annett Gamble-Olson submitted several comments regarding both the proposed rezone and the related request for a preliminary plat. Specific to the rezone request, Ms. Gamble-Olson raised concerns about the increased density that would be allowed under the R8-12 zoning designation and its potential impacts to the ecosystem, and the quality of life for city residents.
 - An unnamed member of the public raised concerns about the planned development that would be allowed under the rezone of the property impacting traffic, wetlands, and wildlife habitat.*Exhibit 1, Staff Report, page 3; Exhibit 6.*

State Environmental Policy Act

4. City staff determined that the requested rezone is categorically exempt from review under the State Environmental Protection Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW), and issued a categorical exemption determination for the proposal on June 23, 2022. Under Washington Administrative Code (WAC) 197-11-800(6)(c), the rezone proposal is exempt from environmental review because the project site is in an urban growth area, the rezone does not require an amendment to the City's Comprehensive Plan, and the Comprehensive Plan was previously subject to environmental review and analysis through an Environmental Impact Statement. The environmental impacts of the planned development of the site are addressed separately with the preliminary plat application that was reviewed concurrently with the rezone request.³ *Exhibit 1, Staff Report, page 9; Exhibit 8.*

³ A detailed discussion of the environmental review of the Applicant's development proposal is included in the Hearing Examiner's decision on the preliminary plat application issued concurrently with this recommendation. *Hearing Examiner's Findings, Conclusions, and Decision for Approval of a Preliminary Plat and Variance (Nos. LUA2021-0210; LUA2021-0212), dated September 20, 2022.*

Comprehensive Plan and Zoning

5. The subject property and all surrounding properties are designated “Medium-Density Residential” under the City Comprehensive Plan. The Medium-Density Residential designation allows for single-family, two-family, and some multi-family residential development with densities between 4 to 12 units per acre based on zoning regulations, with the potential for bonus density. *Comprehensive Plan, page LU-13*. Properties designated Medium-Density Residential are “generally located in transitional areas between high density designations and rural areas where infrastructure is readily available.” *Comprehensive Plan, page LU-13*. The Comprehensive Plan’s Medium-Density Residential designation is implemented by both the R6 and R8-12 zoning districts. *Lake Stevens Municipal Code (LSMC) Table 14.36-I*. Accordingly, the proposed rezone of the parcel from R6 to R8-12 would not require a Comprehensive Plan amendment. *Exhibit 1, Staff Report, pages 2 through 4; Exhibit 3.a*.
6. City staff identified the following Comprehensive Plan policies as relevant to the proposed rezone:
 - “Accommodate a variety of land uses to support population and employment growth, consistent with the city's responsibilities under the Growth Management Act, Regional Growth Strategy and the Countywide Planning Policies.” (Land Use Policy 2.1.1).
 - “Review land uses in conjunction with updates to the Buildable Lands Report and Growth Monitoring Report to ensure employment and population capacity estimates are being met. The strategy will be used to amend the Plan as necessary to remain consistent with actual development trends.” (Land Use Policy 2.1.3)
 - “Direct new growth to areas where infrastructure and services are available or planned to ensure growth occurs in a fiscally responsible manner to support a variety of land uses.” (Land Use Policy 2.1.4)
 - “Coordinate land use decisions with capital improvements needs for public facilities including streets, sidewalks, lighting systems, traffic signals, water, storm and sanitary sewer, parks and recreational facilities, cultural facilities and schools.” (Land Use Policy 2.1.5)
 - “Encourage infill development on suitable vacant parcels and redevelopment of underutilized parcels. Ensure that the height, bulk and design of infill and redevelopment projects are compatible with their surroundings.” (Land Use Policy 2.3.3).
 - “Ensure that subdivisions are pedestrian friendly and include ample street trees, adequate sidewalks, walkways and paths connecting plats.” (Land Use Policy 2.3.6).
 - “Ensure that adequate connections are made to link growth centers, subareas and adjacent residential areas.” (Land Use Policy 2.4.4).

- “Encourage mixed land use and greater land density to shorten distances between homes, workplaces, schools and recreation so people can walk or bike more easily to them.” (Land Use Policy 2.14.1)
- “Zone sufficient buildable lands to accommodate various types and densities of housing including single-family, manufactured housing, multifamily, mixed-use and accessory dwellings equitably and rationally distributed throughout the city.” (Housing Policy 3.1.1)
- “Consider the cumulative impact of rezones and land use policy decisions that may affect housing supply, affordability and changes to employment or residential capacity.” (Housing Policy 3.1.2).
- “Allow diverse subdivision methods including short subdivisions, formal subdivisions, cluster subdivisions, planned residential developments and unit lot subdivisions to create buildable lots throughout the city.” (Housing Policy 3.1.3).
- “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.” (Housing Policy 3.2.2).

Exhibit 1, Staff Report, pages 6 and 7.

7. The property is currently zoned R6, which is intended “primarily to accommodate single-family detached residential uses at medium densities of six to seven dwelling units per net buildable acre with the potential of some density bonuses.” *LSMC 14.36.010(a)(3)*. The Applicant requests that the property be rezoned to the R8-12 zoning district, which is “intended to achieve development densities of eight to 12 dwelling units per net buildable acre with the potential of some density bonuses.” *LSMC 14.36.010(a)(4)*. Approval of the requested rezone of the property from the R6 zoning district to the R8-12 zoning district would allow the Applicant to proceed with the proposal to develop 5.3 acres of the approximately 11.22-acre property with 36 single-family dwelling units, which would not be allowed under the density regulations applicable to the R6 zoning district. Properties to the north, across Machias Cutoff, are zoned R8-12 and are developed with single-family residences. Properties to the east, south, and west are zoned R6 and are developed with single-family residences. *Exhibit 1, Staff Report, pages 2 through 5; Exhibit 3.a; Exhibit 9.*

Critical Areas

8. The Applicant submitted a critical area study and buffer mitigation plan prepared by Wetland Resources, Inc., revised June 24, 2022. The study identified four regulated wetlands (Wetlands A through D) on or in the vicinity of the property, as well as two unregulated watercourses that flow through the site. Wetland A is located on the northern portion of the site and is classified as a Category II wetland with a standard 110-

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foot protective buffer. Wetland B is located offsite to the west and is classified as a Category III wetland with a standard 110-foot buffer that extends onto the property. Wetland C is located partially on the site at the southwest corner and is classified as a Category III wetland with a standard 110-foot buffer. Wetland D is located offsite to the south and is classified as a Category III wetland with a standard 110-foot buffer that extends onto the property. The impacts to the wetlands and their associated buffers from the proposed residential development are addressed through the preliminary plat application process. *Exhibit 1, Staff Report, page 9; Exhibit 3.d.*

Traffic Impacts

9. The Applicant submitted a Traffic Impact Analysis (TIA), prepared by Gibson Traffic Consultants, dated December 14, 2021. The TIA determined that the planned development would generate 340 new average daily trips, with 27 new AM peak-hour trips and 36 new PM peak-hour trips. The TIA further determined that all studied intersections would continue to operate at acceptable levels of service following a full buildout of the proposed development. As noted above, a member of the public raised concerns that the TIA did not account for reduced traffic volumes attributable to the COVID-19 pandemic. Gibson Traffic Consultants also provided additional memoranda addressing comments related to the associated preliminary plat request, dated March 14 and 18, 2022, which are discussed in the companion decision addressing the preliminary plat request. City staff determined that there would be no adverse impacts to existing service levels in light of traffic impact fees that would be required under Chapter 14.112 LSMC. City staff notes in this regard that approval of the rezone would result in an increase of only six PM peak-hour trips over what could occur under the current zoning designation. *Exhibit 1, Staff Report, page 9; Exhibit 3.e; Exhibit 7.*

Site-Specific Rezone

10. The Applicant submitted a project narrative addressing the specific rezone criteria of LSMC 14.16C.090(g). Specifically, the project narrative asserts that the rezone would be appropriate because:
 - The proposed rezone would comply with the Medium Density Residential Comprehensive Plan land use designation for the property and would be consistent with several goals and policies of the Comprehensive Plan, including goals and policies providing for sufficient land area to meet projected housing, employment, and public facilities needs for the city; accommodating a variety of land uses to support population and employment growth; directing new growth to areas with available or planned infrastructure and services; coordinating land use decisions with capital improvement needs for public facilities; encouraging infill development in suitable vacant and underutilized parcels; and ensuring that subdivisions provide adequate pedestrian facilities.
 - The Growth Management Act (GMA) requires certain cities and counties to engage in a planning process. *RCW 36.70A.040*. Thirteen exclusive goals guide

that process. *RCW 36.70A.020*. These goals concern urban growth sprawl reduction, transportation, housing, economic development, property rights, permitting, natural resource industries, open space and recreation, the environment, citizen participation and coordination, public facilities and services, and historic preservation. *RCW 36.70A.020*. The City has adopted its Comprehensive Plan using the 13 exclusive goals as a guide. These exclusive goals provide the City the ability to meet the goals using its local zoning code and amendments thereto. The proposed rezone would advance GMA planning goals related to urban growth, reducing sprawl, housing, and public facilities and services.

- The proposed rezone would advance the public health, safety, and welfare because the proposed development that would be allowed with the rezone would add roads and sidewalks, utility connections, and housing consistent with the housing element goals and policies of the Comprehensive Plan. At the time of development, any application would be required to meet state and local regulations in effect and to ensure concurrency standards are met.
- There are several changed circumstances warranting a rezone of the property. First, the Snohomish County Council adopted Ordinance 22-003 on February 23, 2022, establishing the 2044 Initial Population and Employment Growth Targets in Appendix B in the Countywide Planning Policies, which target for the Lake Stevens UGA (Urban Growth Area) is a population of 50,952—a target that is higher than the 2021 Buildable Lands Report identified capacity of 50,241 for the UGA. The result is a deficit of 711. Under the current zone, it is only possible to get 31 lots (31 units) given the critical areas on site. The rezone would allow for an additional 5 lots (5 units). Census data indicate that, from 2015 to 2019, Lake Stevens has 2.9 persons per household, meaning the rezone would only account for additional population capacity of 14.5 people or 2.03 percent of the population deficit attributable to the initial 2044 population target. Second, a major announcement of industrial projects in Arlington and Marysville (projects currently under construction) will add thousands of jobs to the area within the next couple of years. These industrial projects could be expected to increase pressure on the housing market in Lake Stevens as new employees at those businesses seek housing near the Cascade Industrial Center. Outside of the communities of Marysville and Arlington, Lake Stevens is the next logical choice for those workers to seek housing.
- The property is suitable for development under the zoning standards of the R8-12 zone. If the rezone were to be approved, the Applicant would proceed with the proposal to subdivide the property into 36 residential lots with associated improvements, which would be required to comply with all applicable state and local plat requirements, including requirements related to stormwater, safe walking routes, tree retention, and critical areas.

- The proposed rezone would not be materially detrimental to uses or property in the immediate vicinity. The concurrent application for a 36-lot single-family residential development would be consistent with the densities of several other developments in the immediate vicinity of the site.
- All public utilities and services are available to the subject property.
- The Applicant has submitted a SEPA checklist as part of the concurrent preliminary plat request. Any and all adverse environmental impacts would be mitigated consistent with the SEPA threshold determination for that matter and with all applicable code requirements. The proposed development would be designed and constructed to protect any identified critical areas affecting the site, consistent with Chapter 14.88 LSMC. The Applicant would be responsible for the payment of impact mitigation fees for schools, traffic, and parks.
- The requested site-specific rezone would be consistent with the rezone criteria, permit processing procedures, the existing Comprehensive Land Use designation, and all other applicable municipal code requirements.

Exhibit 3.a.

11. City staff reviewed the rezone proposal and determined that it would satisfy the specific rezone criteria of LSMC 14.16C.090(g), noting:
 - The proposed rezone would be consistent with Comprehensive Plan land use map designation of Medium Density Residential and with several Comprehensive Plan policies.
 - The proposed rezone would be consistent with the Growth Management Act. The City has established its local zoning, and the rezone application has met public notice requirements. The proposed rezone would advance goals and policies of the Comprehensive Plan Housing Element by encouraging growth within urban growth areas. The preliminary plat application would be required to meet state and local regulations in effect and to ensure concurrency standards are met.
 - On February 23, 2022, the Snohomish County Council adopted Ordinance No. 22-003 establishing the 2044 Initial Population and Employment Growth Targets in Appendix B in the Countywide Planning Policies, which increased the population target for the City of Lake Stevens UGA to 50,952. This target is higher than the capacity of 50,241 identified for the UGA in the 2021 Buildable Lands Report. The result is a projected population shortfall/deficit of 711 for the UGA under current zoning. The city is allocated for 3.2 percent of the total growth in the county. The City has adopted reasonable measures in its Comprehensive Plan to increase residential capacity to allow residential growth to meet the adopted population target, including both cluster subdivisions and increased residential densities. The proposed rezone is consistent with a need to plan for additional residential property based on growth targets. The rezone would allow for an additional 5 lots (5 units) on the site, which, based on Census data for average household size in Lake Stevens (2.9 persons per household),

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would increase the city's population capacity by approximately 15 people, or 2 percent of its projected population deficit.

- The site contains adequate area to develop and, per the concurrent preliminary plat application, would be accessed via the Machias Cutoff. The property's conformance with zoning standards has been reviewed as part of the preliminary plat application, and it has been determined that the property outside of the critical area is suitable for development.
- The proposed rezone would not be materially detrimental to adjacent land uses because development of the property would be required to meet all state and local regulations in conjunction with the preliminary plat review process.
- The site was annexed into the Lake Stevens Sewer District on March 10, 2022. There would be adequate infrastructure to develop the site under the proposed zoning in accordance with municipal standards. The Applicant has received utility availability letters as part of its preliminary plat application.
- The Comprehensive Plan includes an adopted Environmental Impact Statement (EIS) and subsequent addenda for which environmental impacts related to commercial and residential growth under the current land use designations (and their implementing zoning districts) were evaluated. As development in the city was planned for, the EIS's mitigation measures mitigate impacts from the anticipated development. The proposal does not include a land use map amendment, and, as such, the rezone qualifies for a SEPA exemption under WAC 197-11-800(6)(c). The preliminary plat was issued an MDNS. Therefore, the environmental impacts have been and/or can be mitigated by current regulations.
- The proposal complies with municipal standards for a rezone application. All other applicable criteria and standards would be met through the preliminary plat application process.

Exhibit 1, Staff Report, pages 7 and 8.

Testimony

12. Senior City Planner Christi Schmidt testified generally about the application and how it would meet the site-specific rezone requirements of LSMC 14.16C.090(g). She noted that the Applicant is seeking the rezone to increase the permitted density that would be required to proceed with plans to create a 36-unit subdivision for single-family residential development on the property. Ms. Schmidt provided a description of the currently undeveloped property and of the surrounding development, consistent with the findings above. She stressed that a rezone of the property from R6 to R8-12 would be consistent with the property's Medium Density Residential land use designation under the Comprehensive Plan and would not require a Comprehensive Plan amendment. Ms. Schmidt explained that the City and Applicant held a public meeting for the proposal, as required by the municipal code. She noted that the traffic impacts of the proposed rezone would be minimal, stressing that development at a density allowed in the R8-12 zone would result in an increase of only six PM peak-hour trips over what could occur under

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the current R6 zoning designation. Ms. Schmidt explained that all procedural requirements for a site-specific rezone of the property have been met and that the proposed rezone would be consistent with the Comprehensive Plan, zoning ordinances, and, with conditions, the specific criteria for a site-specific rezone. *Testimony of Ms. Schmidt.*

13. Applicant Representative Rochelle Smith testified that she agrees with City staff's analysis of the proposal as detailed in the staff report and Ms. Schmidt's testimony. *Testimony of Ms. Smith.*

Staff Recommendation

14. Ms. Schmidt testified that City staff recommends the Hearing Examiner forward a recommendation of approval, with conditions, to the City Council. Applicant Representative Rochelle Smith testified that the Applicant understands and would comply with City staff's proposed conditions. *Exhibit 1, Staff Report, pages 9 and 10; Testimony of Ms. Schmidt; Testimony of Ms. Smith.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner is authorized to hear and make recommendations to the City Council for approval of a site-specific rezone. *LSMC 14.16B.450; LSMC 14.16C.090(c).*

Criteria

The Hearing Examiner may recommend approval of a site-specific rezone request if the following criteria are satisfied:

- (1) The amendment complies with the Comprehensive Plan Land Use Map, policies, and provisions and adopted subarea plans;
- (2) The amendment is in compliance with the Growth Management Act;
- (3) The amendment serves to advance the public health, safety and welfare;
- (4) The amendment is warranted because of changed circumstances, a mistake, or because of a need for additional property in the proposed zoning district;
- (5) The subject property is suitable for development in general conformance with zoning standards under the proposed zoning district;
- (6) The amendment will not be materially detrimental to uses or property in the immediate vicinity of the subject property;

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- (7) Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;
- (8) The probable adverse environmental impacts of the types of development allowed by the proposed zone can be mitigated, taking into account all applicable regulations, or the unmitigated impacts are acceptable;
- (9) The amendment complies with all other applicable criteria and standards in this title; and
- (10) If the proposal is located with an adopted subarea plan:
 - (i) The rezone is to a zoning designation allowed within the applicable subarea; and
 - (ii) The rezone does not increase the established intensities adopted as part of the planned action ordinance or mitigates increased or additional impacts by supplementing, amending or adding the applicable planned action draft and final environmental impact statement.

LSMC 14.16C.090(g).

Conclusions Based on Findings

The proposed rezone satisfies the criteria for approval found in LSMC 14.16C.090(g) and should be approved. The approximately 11.22-acre subject parcel is designated Medium Density Residential by the City Comprehensive Plan. The Medium Density Residential designation is implemented by both the R6 and R8-12 zoning designations and, therefore, the proposed rezone of the parcel from R6 zone to R8-12 would not require amendment of the Comprehensive Plan. The proposed rezone of the property to the R8-12 zoning district would be consistent with several Comprehensive Plan policies, including policies accommodating a variety of land uses to support population and employment growth; reviewing land uses in conjunction with updates to the Buildable Lands Report and Growth Monitoring Report to ensure employment and population capacity estimates are being met; directing new growth to areas where infrastructure and services are available or planned; coordinating land use decisions with capital improvements needs for public facilities; encouraging infill development on underutilized parcels; ensuring adequate connections are made to link growth centers, subareas, and adjacent residential uses; promoting appropriate zoning of sufficient buildable lands to accommodate various types and densities of housing; and supporting land uses and development regulations designed to increase housing opportunities for diverse populations. Conditions placed on any future land development permits would ensure that the proposal would comply

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with the development regulations required by the Growth Management Act and Title 14 of the Lake Stevens Municipal Code.

The proposed rezone would, as conditioned, serve the public health, safety, and welfare by permitting higher-density development and increased housing opportunities on underutilized land that could be adequately served by public utilities and services; this higher-density development would include infrastructure improvements to serve the area, including the addition of roads, sidewalks, and utility connections.

The City provided reasonable notice and opportunity to comment on the proposed rezone. An unnamed member of the public raised concerns that the rezone would allow development of the property at a higher density, which could result in traffic impacts and impacts to wetlands and wildlife habitat. Annett Gamble-Olson raised concerns about the proposal's potential impacts to the environment, wildlife, and the quality of life for city residents. The proposed rezone is warranted by changed circumstances and the need for additional density in the area resulting from projected population growth and employment opportunities in the city and surrounding region, and the property is suitable for single-family residential development that would comply with the development standards of the R8-12 zone. Although the proposed rezone is categorically exempt from SEPA review, additional SEPA review and conditions of approval related to any specific land use application, including the Applicant's concurrent preliminary plat application, would ensure that the Applicant complies with all relevant environmental, stormwater, and critical areas regulations. The proposed rezone would not add a significantly greater number of vehicle trips than development that would be allowed on the property under its existing zoning R6 designation, and further traffic analysis has occurred in association with the Applicant's development proposal for the parcel, which determined that the proposed development would not cause affected intersections to operate at deficient levels of service.

Adequate public facilities and services are available to the property. Future development of the site under the new zoning designation would be required to mitigate for impacts to schools, traffic, and parks through the payment of impact fees. Conditions, as detailed below, are necessary to ensure that the proposal meets all applicable requirements for a site-specific rezone and to ensure that any future development of the site complies with all applicable federal, state, and local regulations. *Findings 1 – 14.*

RECOMMENDATION

Based on the preceding findings and conclusions, the Hearing Examiner recommends that the City Council **APPROVE** the request to rezone an approximately 11.22-acre undeveloped parcel, located to south of the intersection at Machias Cutoff and 121st Street, from the R6 zoning designation to the R8-12 zoning designation, with the following conditions:

1. **Exhibit 9** depicts the area to be rezoned from the R6 zoning district to the R8-12 zoning district. This rezone is contingent upon the Hearing Examiner's recommendation of

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approval and final approval by the City Council. Upon approval, the proposed change shall be incorporated into an official revised Lake Stevens zoning map.

2. Rezone approval by the City Council must first be obtained prior to the approval of any development of the site relying on the development standards for the R8-12 zoning district.
3. All future development must comply with federal, state, and local regulations in effect at the time of application.

RECOMMENDED this 23rd day of September 2022.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center

MEMORANDUM



Planning & Community Development

DATE: November 7, 2022

TO: City Council and Parties of Record for LUA2021-0210, 0211 and 0212

FROM: Christi Schmidt, Senior Planner

SUBJECT: Hisey Request for Rezone

On the November 8, 2022 City Council Agenda, Item #12 is the continuance of the October 11, 2022 closed-record hearing for the Hisey site-specific rezone. This memorandum is an addendum to the city council packet.

On November 7, 2022, the city received the hearing examiner's reconsideration decision for the Hisey preliminary subdivision, variance, and site-specific rezone (LUA2021-0210, 0211, and 0212). In summary, the hearing examiner's decision denies the request for reconsideration and confirms the original subdivision decision and site-specific rezone recommendation. The additional documentation is being added to the hearing file to be considered as part of the closed record hearing for the site-specific Hisey rezone request.

EXISTING ATTACHMENTS:

Exhibit A – Ordinance No. 1146

Exhibit B – Hearing Examiner Recommendation – Hisey Rezone (9.23.22)

NEW ATTACHMENTS:

Exhibit C - Request for reconsideration filed by Annette Gamble dated October 6, 2022

Exhibit D - Hearing Examiner's Request for Comments on Reconsideration dated October 11, 2022

Exhibit E - Applicant's Response to Hearing Examiner's Request for Comments dated October 14, 2022

Exhibit F – Petitioners (Annette Gamble's) Response to Hearing Examiner's Request for Comments dated October 18, 2022

Exhibit F.1 – Email from Dana McClure dated October 18, 2022

Exhibit F.2 – Email from Rich Lyon dated October 19, 2022

Exhibit G – City's Response to Hearing Examiner's Request for Comments dated October 20, 2022

Exhibit H – Hearing Examiners Decision on Request for Reconsideration dated November 7, 2022

Exhibit C



Oct. 6, 2022

City of Lake Stevens Planning Dept.
and Hearing Examiner (Andrew M. Reeves),

This is my Request of Reconsideration by the Hearing Examiner on the preliminary plat approval of the Hisey Development by Land Pro Group and JM1 Holdings, LLC.

Basis for my request:

1. Procedure:

The Hearing Examiner failed to verify that the Lake Stevens Planning Department properly notified all parties of record before the Public Meeting of the Hearing Examiner on Sept. 6, 2022. I was given a USPS mailing list of notices the city mailed. Printout dated Sept 7, 2022.

2 names were not confirmed delivered- Michael Berman and Glen Hecathorn and I was not included at all (Annett Gamble-Olson).

I could not get the information on time and place from Loretta Kussy or my Mother Jody Gamble as they did not recall receiving the postcard notification.

No email attempt was made to inform me of the time and place of the meeting.

I had contacted Christi on Aug 30, 2022 and she mentioned the Sept 6 meeting, but not time and place. She knew I intended to attend and add testimony. She was completely informed of my representation of the Gamble property and that I was a party of record, yet I never received notification. Also aren't public meetings supposed to be scheduled when the Public can attend, not morning hours? Also why were they still doing zoom?

2. Exceeds jurisdiction:

The Hearing Examiner's decision with the condition that the Lake Stevens City Council needs to approve the R8-12 rezone for his decision to be valid. Therefore the Council has set a "closed public meeting". This has precluded the option that any more public comment can be added to the record (closed public meeting) and no reconsideration request to a rezoning decision by the Council will be accepted.

3. Findings and conclusions in error:

-The plat submitted as drawn assuming R8-12 zoning is
not consistent with the City's Comprehensive Plan.

Not compatible to surrounding properties.

The conclusions did not take into account that all properties that are directly adjacent to the proposed development (sharing property lines) are currently zoned R6 and have only a single home on each of those properties.

5 a. land use.

Policy 2.3.2 Zoning/ developments should preserve and promote the character of existing neighborhoods into the surrounding neighborhoods.

The proposed plat puts an even higher density in the middle of lower density neighboring properties- not compatible.

-The traffic impact on 123rd Ave SE + Machias Cutoff needed to be re-evaluated because it was done during Covid (less traffic). Also traffic would go toward Snohomish Schools, not LK Stevens, -1-

- The applicant states that the site's topography is more severe than typical. That is not true for the areas on the south of all the properties along the Machias Cutoff.

The development to the west of Loretta Kussy's has the same slopes. The reasonable use is to use the R-6 zoning designation. Otherwise it is a case of personal preference of the developer to put unreasonable increased number of homes on the unbuildable part (and rightly so for the environment) of the Hisey property land. The current owner knew what the slope was when it was purchased, the hardship is they chose to buy this sloped property. That makes it a personal preference to develop that part anyway. It is a special privilege if they are allowed to make the sows ear into a silk purse. Road B would not be required where it is if the variance on retaining wall height and plat drawn for R8-12 zone is not approved.

- The hardship of the Gamble property is even admitted in the city planner report. The east property owner will have the retaining walls face directly into the Gamble front yard. The requirement of Road stub B is proposed to begin a future road right in the Gamble driveway. The proposed future road will force the current or future developer of the Gamble property to endure the hardship of having the currently level and buildable property cut in half by a public road. The Gamble's hardship was not well considered by the hearing examiner.

- This developer is not the only developer with land in the Lake Stevens Urban Growth area. They are not the only ones that are responsible to fulfilling what is called a "short fall" of housing for population growth in Lake Stevens. There are more level properties that can be developed.

-The wildlife presence of the Barred owl was not clearly considered.

Maybe the letter was not even included by Christi as an exhibit, even though it was commented on in the first public meeting by me via zoom mtg. for the Hisey Plat.

It is not a protected species, but is a migratory species protected under the Migratory Bird Treaty Act and the developer's Ecologist's letter to Christi gave her the guidelines for protecting migratory species which included determining owl presence and timing land clearing to avoid nesting periods. This should have been included in the required conditions for developing the Hisey Plat.

* I will attach the letter to this request for the H.E. reconsideration.

Please reconsider this proposed plat approval.

Thank you,

Annett Gamble-Olson
(Representative for the Gamble property)



September 6, 2022

Hisey I, LLC
c/o Land Pro Group, Inc.
10515 20th Street SE, Suite 202
Lake Stevens, WA 98258

RE: Barred Owl Sighting at Hisey/Gamble Properties

It has been brought to the attention of Hisey I, LLC and the City of Lake Stevens that a barred owl (*Strix varia*) was observed in the vicinity of the Hisey property located southeast of the intersection of Machias Cutoff and 121st Avenue SE, in the city limits of Lake Stevens, WA (Snohomish County parcel number 29062000305400). Barred owls are not native to western Washington and are not protected by Washington Department of Fish and Wildlife; however, they are protected under the Migratory Bird Treaty Act (MBTA). The MBTA protects nesting habitats for barred owls during the nesting season which extends from December to March. A habitat assessment of the subject property will be undertaken prior to full approval of the construction plan. The habitat assessment will evaluate the site for signs of barred owl nesting or potential barred owl nesting habitats. If nesting habitat or sign is observed, the construction timing of the Hisey development will be limited to non-nesting months to provide the necessary protection to nesting barred owls.

Wetland Resources, Inc.

Eamonn Collins
Associate Ecologist

**BEFORE THE HEARING EXAMINER
FOR THE CITY OF LAKE STEVENS**

In the Matter of the Application of	)	Nos. LUA2021-0210 and -0212
	)	
Rochelle Smith, Land Pro Group, Inc.	)	Hisey Subdivision
on behalf of JM1 Holdings, LLC	)	
	)	
For Approval of a Preliminary Plat	)	REQUEST FOR COMMENTS
<u>and Variance</u>	)	CONSIDERING RECONSIDERATION

TO: Parties of Record

PLEASE TAKE NOTICE that, on October 6, 2022, Annett Gamble-Olson timely submitted a request for reconsideration of the Hearing Examiner’s decision in this matter (attached). Following an open record public hearing, the Hearing Examiner issued a decision approving a 36-unit preliminary plat and associated zoning variance, allowing for single-family residential development on 5.3 acres of an approximately 11.22-acre undeveloped site, south of the intersection at the Machias Cutoff and 121st Street, with several conditions. The decision was initially issued on September 23, 2022, although the Hearing Examiner later issued a corrected decision on September 26, 2022, to address a non-substantive inaccuracy concerning which area school district would serve the development.¹

In the reconsideration request, Ms. Gamble-Olson alleges that the City of Lake Stevens (City) failed to properly notify her of the open record hearing on this proposal (and associated site-specific rezone) despite her status as a party of record, having previously submitted comments on the proposal. She also alleges that the Hearing Examiner erred in concluding that the proposal would be compatible with surrounding development, especially given the current “R6” zoning of the property, the topography of the area, traffic concerns, and potential impacts to threatened and/or protected area wildlife. *Request for Reconsideration, dated October 6, 2022.*

Lake Stevens Municipal Code (LSMC) 14.16B.350(e) provides:

Any person who presented or commented at the hearing may file a written request with the Hearing Examiner for reconsideration within 10 business days of the date of the Hearing Examiner’s decision. The request shall explicitly set forth alleged

¹ The Hearing Examiner also reviewed the Applicant’s request for a site-specific rezone (No. LUA2021-0211) of the 11.22-acre subject property from the “R6” zoning designation to the “R8-12” zoning designation concurrently with this preliminary plat and variance application, at the open record hearing on September 6, 2022. Site-specific rezones involve a Type IV process wherein the Hearing Examiner makes a recommendation to the City Council for a final decision under Lake Stevens Municipal Code (LSMC) 14.16B.405, following a closed record public meeting. To that end, the Hearing Examiner issued a separate recommendation to the City Council concerning the site-specific rezone request on September 23, 2022, when he first issued the preliminary plat and variance decision.

*Request for Comments Considering Reconsideration
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Hisey Subdivision, Nos. LUA2021-0210 and -0212*

errors of procedure or fact. Comments shall be requested from affected parties of record and reviewing City departments on the petition for reconsideration. Comments shall be received within 14 days. The Hearing Examiner shall act [thereafter] by denying the request, issuing a revised decision, or calling for an additional public hearing.

Any parties of record, including the Applicant and reviewing City departments—as set out in LSMC 14.16B.350(e)—shall provide any comments responding to the reconsideration request by **NOON, October 20, 2022**. Any such comments (PDF or word.doc) should be submitted electronically (in either .doc or .pdf format) to Jennie Fenrich, Permit Specialist and Clerk to the Hearing Examiner, via email to: jfenrich@lakestevenswa.gov (who will forward a copy to the Hearing Examiner). The Hearing Examiner will then issue a determination/decision on the reconsideration request within 14 days, as envisioned by the municipal code.

Finally, although Ms. Gamble-Olson has specifically requested reconsideration of the “proposed plat approval,” the Hearing Examiner has been informed that the City Council will be reviewing the site-specific rezone (No. LUA2021-0211) associated with this property this evening (October 11, 2022). LSMC 14.16B.455(a) requires that:

The Planning Director shall transmit to the City Council a copy of the department file on the application including all written comments received prior to the City Council meeting and information reviewed by or relied upon by the Hearing Examiner. The file shall also include information to verify that the requirements for notice to the public (notice of application, notice of public hearing, and notice of SEPA determination) have been met.

Given that Ms. Gamble-Olson’s request specifically relates, among other things, to a concern about the adequacy of the notice that was provided for these matters, the Hearing Examiner recommends that the City Council refrain from deliberation on the Hisey Site-Specific Rezone while the Hisey Subdivision proposal is being reconsidered.

Issued this 11th day of October 2022.

Attachment: *Request for Reconsideration*



ANDREW M. REEVES
Hearing Examiner
Sound Law Center

*Request for Comments Considering Reconsideration
City of Lake Stevens Hearing Examiner
Hisey Subdivision, Nos. LUA2021-0210 and -0212*



Exhibit E

TOYER STRATEGIC ADVISORS, INC
10519 20TH ST SE - SUITE 3
LAKE STEVENS, WA 98258
425-322-5226

October 14, 2022

Andrew M. Reeves
Hearing Examiner
City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258

APPLICANT RESPONSE TO GAMBLE-OLSON REQUEST FOR RECONSIDERATION

Dear Examiner:

Our land use consulting firm has been retained by JM1 Holdings, LLC., the Applicant for the Hisey Rezone and Preliminary Subdivision approval, to respond on their behalf to the "Request for Reconsideration" submitted by Annette Gamble-Olson, Petitioner, on October 6, 2022, which the Hearing Examiner's provided notice on October 11, 2022.

To allege an error of fact or procedure, the Petitioner should present compelling evidence that disputes the findings of fact established in the record or describes procedural violation. The Petitioner has not provided any new information, evidence, or analysis that substantiates an error has been made, nor has it provided any compelling information demonstrating procedures were violated.

The Applicant respectfully requests the Hearing Examiner deny Petitioner's request for reconsideration in its entirety as it is based on vague arguments and lacks sufficient facts and data to support the specific allegations and/or justify new or alternative findings, conclusions, or conditions.

Specific to each allegation, the Applicant submits the following comments:

MAILED NOTICES

Petitioner alleges that the city's mailed public hearing notices may have gone to an incomplete list of properties is not grounds for the decision to be reconsidered or invalidated.

In accordance with state requirements for Local Project Review at RCW 36.70B.110(4) a local government is required to use reasonable methods to give notice; and if they do not have procedures established by resolution or ordinance, they are required to at a minimum post notice at the property and publish notice in the local newspaper of record. Mailed notice is a reasonable method but is not required by statute.

More specifically, the requirements for mailed notices and postcards established in LSMC 14.16A.225(a) address the potential for notice failures:

(4) No proceeding of any procedure established in this chapter shall be found to be invalid for failure to provide mailed notice as required in this section as long as the other methods of notice have met their respective requirements and there was a good faith attempt to comply with the mailed notice requirements.

CONCLUSION: The Petitioner's request for reconsideration should be dismissed because a potential error in the public notice procedures is not grounds for reconsideration under either LSMC 14.16B.350(e) or 14.16.225(a).

REZONE AUTHORITY

Petitioner alleges the Hearing Examiner has not followed the proper procedure for the rezone and has exceeded its authority. Applicant maintains that the Hearing Examiner's recommendation correctly followed the procedure for site-specific rezones as prescribed by code. The authority and procedural responsibility of the Hearing Examiner is clearly established as follows:

Classification of Rezones

The Official Zoning Map is adopted by reference in LSMC 14.36.100 and LSMC 14.36.110 establishes that amendments to the Official Zoning Map are accomplished through the procedures in LSMC 14.16.090, which subsection (b) creates two types of rezone actions:

- (1) Site-specific rezones are rezones of a particular property(ies) which conform to the Comprehensive Plan or an adopted subarea plan.
- (2) Area-wide rezones are rezones which require a Comprehensive Plan amendment, include a large area, or the adoption of a new or substantially revised neighborhood or area-wide zoning map amendment.

Applicant's proposed rezone is a site-specific rezone which conforms to the Comprehensive Plan. As noted in the decision, such a rezone does not require a concurrent amendment to change the land use designation for the property.

Procedures for a Site-specific Rezone

Subsection (c) within 14.16.090 establishes the procedure for site-specific rezones as follows:

"A site-specific rezone shall be reviewed in the manner and following the procedures established in Chapters 14.16A and 14.16B for a Type IV review."

In review of 14.16A. and 14.16B, the Hearing Examiner's role and responsibility for site-specific rezones is clearly established by LSMC 14.16B.405 and explicitly limited to that of holding an open record public hearing and making a recommendation to the City Council, which has final decision-making authority during a closed record public meeting. LSMC 14.16B.405 reads as follows:

"A Type IV process is a quasi-judicial review and recommendation made by the Hearing Examiner and a decision made by the City Council. At an open record public hearing, the Hearing Examiner considers the recommendation from staff, as well as public testimony received at the public hearing. The City Council makes a decision, based on a recommendation from the Hearing Examiner, during a closed record public meeting. Public notification is provided at the application, public hearing, and decision stages of application review. There is no opportunity for an administrative appeal. Appeals of City Council decisions are made to Snohomish County Superior Court. The purpose of this part is to provide the necessary steps for permit approvals requiring Type IV review." (Emphasis added)

CONCLUSION: The Petitioner has not met the burden of demonstrating how the Hearing Examiner exceeded its jurisdiction or failed to follow the procedure in LSMC 14.16B.405. This specific request for reconsideration should be dismissed.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Petitioner further alleges the Examiner's findings and conclusions are in error because the submitted plat map was drawn to a density of R8-12, which Petitioner states is not consistent with the Comprehensive Plan or compatible with surrounding properties.

Consistency & Compatibility (with Comprehensive Plan)

On page LU-12 of the City's Comprehensive Plan, it notes that *"Figure 2.3, the current Comprehensive Plan Land Use Map, illustrates the distribution of land use throughout the city as well as predesignations for the UGA that would be effective upon annexation."* Figure 2.3 shows that the subject parcels as pre-designated

for “Medium Density Residential” by the Comprehensive Plan.

Lake Stevens Municipal Code at 14.36.200 specifically addresses the compatibility between land use designations and zones stating, “*Table 14.36-I defines which zoning districts are compatible with which land use designations of the Land Use Plan of the Comprehensive Plan. Only those zones defined as compatible with a given land use designation may be applied to that land use designation when a rezone is considered.*” (*Emphasis added*)

As shown below, Table 14.36-I clearly shows that the R8-12 zone is compatible with the Medium Density Residential land use designation:

Table 14.36-I: Land Use Designation/Zone Compatibility Matrix

Zone	Comprehensive Plan Land Use Designation*										
	MDR	HDR	WR	D/LC	COM	MU	PBD	LI	GI	GIDA	P/SP
R6	X										
R8-12	X	X									

The Petitioner argues that the existing, surrounding R6 zoned neighborhood with a single house per lot is not compatible with R8-12 zoning. However, based on Table 14.36-I above and Comprehensive Plan Policy LU 2.2.1(2) below, the densities included within the R6 and R8-12 zones are compatible and further consistent with the densities envisioned in the Medium Density Residential land use designation.

Policy LU 2.2.1

2. *Medium Density Residential – Encourage single-family (1 du/lot), two-family residential and some multifamily housing with a density between 4 and 12 units per acre with the potential for bonuses. This designation allows detached, attached, conversion, accessory apartments, townhouses, condominiums, duplexes, tourist homes, special service homes and some manufactured/mobile structures. Also allows limited public/semi-public, community, recreational, and neighborhood commercial uses.*

General Consistency and Compatibility

A subsequent argument by Petition is that the rezone would not preserve and promote the character of existing neighborhoods. In making this claim, the Petitioner cites, but misquotes, Policy 2.3.2 in the Comprehensive Plan. Petitioner insists that the policy reads:

“Zoning/developments should preserve and promote the character of existing neighborhoods into the surrounding neighborhoods.”

However, Policy 2.3.2 officially reads:

“Preserve and promote the character of existing neighborhoods through thoughtful development regulations and design standards.”

The Hearing Examiner is limited by the decision criteria in LSMC 14.16C.090(g) in reaching its rezone decision. None of the criteria contained in (g) address whether the rezone would preserve and promote the character of existing neighborhoods. The closest criterion to this is contained in (g)(6), which reads:

(6) The amendment will not be materially detrimental to uses or property in the immediate vicinity of the subject property (*Emphasis added*)

Although not defined in code, the “materially detrimental” standard must meet a very high bar. Arguably an even higher bar than the standard of “detrimental” as used in other decision criteria in the LSMC. General dissatisfaction with higher density housing, traffic, etc. does not rise to the qualification of being materially

detrimental because it does not provide substantial evidence that the rezone approval would result in a specific, concert, or unmitigable injury.

The proposed rezone complies with the Comprehensive Plan and, as the record unequivocally demonstrates, the proposed development conforms with the city's zoning regulations and its likely impacts are mitigated in accordance with locally adopted standards and applicable conditions within the State Environmental Policy Act (SEPA) decision.

The Hearing Examiner has no authority to vitiate the City's Comprehensive Plan or its compliance with Countywide Planning Policies, Multi-county Planning Policies, and the GMA simply because, as Petitioner suggests, existing neighborhoods are less dense than new development and would prefer the comfort of lower and more consistent densities with their own.

Ultimately, it is the City's zoning code; engineering design and development standards; design standards; etc. that are responsible for establishing the bulk, dimension, aesthetic, and other standards that the City believes achieve compatibility between different zones, different housing styles, etc. Landscaping, buffers, setbacks, building heights, open space requirements, etc. are all forms of achieving compatibility and creating transitions between old and new neighborhoods.

Petitioner's requested reconsideration asks the Hearing Examiner to set aside the Growth Management Act (GMA) and decide that differences in density is by itself an incompatibility that erodes the character of existing neighborhoods. Such a reading of GMA and the city's Comprehensive Plan would impede and constrain the City's ability to balance preservation of existing neighborhoods, in concert with development, redevelopment and infill necessitated by the City's compliance with GMA's mandate to periodically updates its Comprehensive Plan, Official Zoning Map, and development regulations to accommodate new statutory requirements, as well as higher population and employment targets, without expanding the Urban Growth Boundary.

CONCLUSION: The Petitioner has not demonstrated that the Hearing Examiner's findings, conclusions, or conditions were in error or unsupported by the record. Further, Petitioner has not demonstrated how the Hearing Examiner committed an error in procedure and/or exceed its authority in applying the decision criteria in 14.16C.090(g). This specific reconsideration request should be dismissed.

TRAFFIC ANALYSIS OF 123RD AND MACHIAS CUT-OFF

Petitioner alleges that the traffic analysis requires re-evaluation because of COVID and Petitioner's assertion that more traffic will go towards Snohomish (not Lake Stevens) schools, impacting 123rd and Machias Cut-off.

The problem with Petitioner's assertion that it provides no evidence to substantiate the claim that the traffic analysis is inaccurate. And Petitioner has provided no alternative traffic studies, nor provided reports or research that addresses long-term impacts of COVID lockdowns on the accuracy of traffic studies.

By contrast, the Applicant's traffic consultant indicated that the original October 2021 analysis was analyzed further using additional data collected in April 2022, which showed that the October 2021 traffic volumes were higher than those in April 2022. The traffic consultant's study and supplemental analysis was completed in conformance with both international standards (the ITE Manual) and local direction from the city. Lastly, Exhibit #9 in the record for the preliminary subdivision approval demonstrates that trip distribution through 123rd and Machias Cut-off would add only three PM peak hour trips – a negligible amount that does not impact the level of service standard.

CONCLUSION: The Petitioner has not demonstrated or provided evidence that the Hearing Examiner's findings, conclusions, or conditions were not supported by the record as required by LSMC 14.16B.350 and 14.16C.090. This specific request for reconsideration should be dismissed.

THE WALL VARIANCE

The request for reconsideration alleges the Examiner's findings, conditions, and conclusions are in error because sans the rezone, the project does not necessitate a wall height variance. Unfortunately, Petitioner fails to acknowledge a very detailed records of information that demonstrates the road and other infrastructure improvements combined with the slope of the property dictate the variance, not the added density.

In addition to failing to demonstrate how the Hearing Examiner's findings, conclusions, or conditions were not supported by the record, Petitioner also does not distinguish between whether it seeks reconsideration of the Preliminary Plat, Rezone, or both.

Lastly, Petitioner has not identified specific, detailed information or evidence that challenges how the rezone and preliminary plat do not conform with the approval criteria in RCW 58.17, LSMC 14.16C.090 or 14.16B.350, nor exactly how the Hearing Examiner committed an error of fact or law, or misinterpreted an applicable city regulation, ordinance, or state law per LSMC 14.16B.350.

CONCLUSION: The Petitioner has not demonstrated how the Hearing Examiner's Finding #11 and Conclusion #3 in the subdivision approval were not supported by the record nor shown how the Hearing Examiner committed an error of law or misinterpreted the application of a city regulation, ordinance, or state law. As such, this specific request for reconsideration should be dismissed.

THE GAMBLE PROPERTY & STUB ROAD B

The request for reconsideration alleges the Examiner's findings and conclusions are in error because Stub Road B is provided adjacent to Gamble's driveway and future development of the Gamble property would be impacted by having to level (cut/fill) the site and that such future road extension cuts through the middle of the property. However, the Petitioner does not cite any specific findings, conditions, or conclusions that it alleges to be in error.

Applicant's subdivision (preliminary plat), like all developments, must account for and resolve a variety of challenges to generally conform and comply with code. The Applicant and the city carefully considered Road B and its location. Although the Applicant's preference was to not provide the road stub (honoring the neighbor's request), the city determined that the connection was needed for future connectivity as this area within the city limits continues to develop. Considering road grading requirements in city standards, including for site distance, fire access, etc. as well as other safety considerations and the road grades internal to the project, it was determined that the location of Road B was the best location since we could match existing grades at the property line, it was adequately spaced from Machias Road.

Because the Applicant's plat design and road locations is not a matter exclusively tied to the rezone (it relates to general compliance and conformance to the city's regulations), the criteria addressing whether a rezone is materially detrimental to the uses or property in the immediate vicinity is inapplicable to Petitioner's allegation of a hardship.

CONCLUSION: The Petitioner has not specifically identified how the findings, conclusions, and conditions approving the variance were not supported by the record nor has it shown how the Hearing Examiner exceed its authority in approving the variance or how the Hearing Examiner's decision committed an error of fact or law, or misinterpreted the application of a city regulation, ordinance, or state law. As such, this specific request for reconsideration should be dismissed.

THE "OTHER PROPERTIES" ARGUMENT

The request for reconsideration alleges the Examiner's findings and conclusions are in error because the Applicant is not the sole developer creating housing or addressing a housing shortfall, and that they are

other potentially development sites (perhaps more level) that could alternatively be developed.

Petitioner's request for reconsideration did not distinguish whether its request was applicable to the approval of the Preliminary Plat or the Rezone. However, the following addresses both.

Specific to the rezone, there are no decision criterion for site specific rezones within LSMC 14.16C.090 that allow the Hearing Examiner to consider the availability, suitability, or desirability of this rezone proposal against unnamed, unknown speculative future development proposals for which an application has not been submitted. The Hearing Examiner is not provided the authority to grant (or not grant) rezones based on neighbor preferences. The sole duty of the Hearing Examiner is to apply the procedures and decision criteria evenly when considering each rezone application on its merits.

Regarding the decision criteria for Variances in 14.16C.115, the Hearing Examiner is required to consider the Variance based solely on subject property, intended use, and specific special circumstances. Petitioner's argument that the project could be somewhere else is irrelevant.

CONCLUSION: The Petitioner has not demonstrated that the Hearing Examiner's findings, conclusions, or conditions were not supported by the record nor shown how the Hearing Examiner failed to follow the applicable Rezone or Variance procedures or misinterpreted the application of a city regulation, ordinance, or state law. This specific reconsideration request should be dismissed.

THE BARRED OWL LETTER

The Petitioner's request for reconsideration alleges the Hearing Examiner's findings, conditions, and conclusions are in error because the Hearing Examiner's may not have had a copy of a specific letter prior to making its decision on the preliminary subdivision and variance. Petitioner provides the Hearing Examiner with a copy of a September 6, 2022, letter from the Applicant's Ecologist advising the Applicant and the city that in response to a potential sighting of Barred Owl (which issue was brought up by the public in the record), the Applicant's ecologist recommends that it conduct a habitat assessment prior to construction plan approval. And further that if nests are identified during said assessment, the project's construction would be conditions to occur during non-nesting months consistent with the Migratory Bird Treaty Act (MBTA).

Petitioner's question as to whether the Hearing Examiner received the letter in question as an Exhibit is irrelevant to the Hearing Examiner's findings, conclusions, and conditions, as well as its decision.

The letter from Applicant's ecologist merely provides direction to the Applicant and city on how to comply with Condition #26 in the Hearing Examiner's decision on the subdivision and variance which condition states, "*The proponent or successor shall meet all local, state, or federal code requirements.*" (*Emphasis added*). The letter's guidance is that approval of the site work should be withheld until such time as the habitat assessment is complete and, if any nests are present, construction approval should be conditioned to avoid nests during nesting season as required by the MBTA – a condition which can be enforced via site inspections by the city during construction.

The Petitioner has not demonstrated that the information from Applicant's ecologist is "*newly discovered evidence alleged to be material to the Hearing Examiner's decision which could not reasonably have been produced prior to the Hearing Examiner's decision*" as described by 14.1B.350(e)(1)(v). Therefore, Petitioner has not met its burden for reconsideration.

CONCLUSION: The Petitioner has not demonstrated that Condition #26 in the Hearing Examiner's decision is not supported by the record or how the Hearing Examiner has committed an error of fact or law, or misinterpreted the application of a city regulation, ordinance, or state law. This specific request for reconsideration should be dismissed.

CLOSING REMARKS

With this letter the Applicant, as an affected party, has responded by the October 20, 2022, deadline established in the Hearing Examiner's notice concerning reconsideration that was issued October 11, 2022.

Petitioner has not met its burden to provide sufficient evidence, analysis, or support that there are grounds for reconsideration of any of the findings, conclusions or conditions associated with either the rezone or preliminary subdivision (and variance) decisions.

The Applicant respectfully requests the Hearing Examiner promptly dismiss Petitioner's reconsideration in its entirety.

Respectfully submitted on behalf of our client, JM1 Holdings, LLC.



DAVID K. TOYER, PRESIDENT
TOYER STRATEGIC ADVISORS, INC

CC: Christi Schmidt, Senior Planner, City of Lake Stevens
Patrick McCourt, Applicant Representative, Land Pro Group, Inc.
Rochelle Smith, Applicant Representative, Land Pro Group, Inc.

Hearing Examiner reconsideration of Hisey proposed plat,

Hardship to the Gamble's and surrounding properties-

The Hisey proposed plat as drawn of 35 houses with rezone R8-12 will have the additional hardship to the Gambles of causing constant noise and dust all day from early morning 7am to late in the evening 7pm (after dark in winter). 9am-7pm on weekends. That's 7 days a week!

This schedule will also affect any Migratory Bird Species (Barred Owls) that have been seen and identified on the properties on the East and West of the development. It does not make sense to deny that these birds would not also use the Hisey property and wetland in the middle as habitat and nesting.

Deny the 2" higher retaining wall variance-

The 2 ft. deeper cut into the steep hillside on the South property line will disrupt the hydrological flow of ground water to the wetlands below, cutting off the flow like a 10 foot concrete dam.

Allowing the increased variance to 10' for the retaining wall will allow the development to go higher uphill to an even steeper part of the slope. This will create a higher danger to the public from naturally falling trees on the properties to the South of the development near the property line. The "Public" harmed would be the home owners on the Hisey development itself when trees above might fall over the fence and retaining wall onto a home. The Hisey development could be seen as setting up this scenario by cutting into the steeper and higher slope. In this case Public safety is jeopardized.

No harm to the developer exists that is not of their own choices. The R8-12 Hisey plat proposed should not be approved. The cost of cutting into a steeper slope and putting in higher retaining walls actually costs more to do \$20,000 to \$50,000 more with excavation and backfill, as opposed to working with an existing R-6 plat plan on lesser sloping ground and using the lower currently allowed retaining wall height of 8 ft.

The developer claims they can't possibly do the R-6 plat basically because it would cost just as much with the same cost output paid to the city. Not really true.

It is just a way of warning the City they "might" change their minds about developing if they do not get the higher R8-12 they are asking for.

Just because you can do something with heroic effort (no matter the harm to the Public, traffic, or the environment) doesn't mean the city should allow it or the Hearing Examiner recommend it.

The reason people have enjoyed living in Lake Steven is the trees, native greenery, wildlife, water, open space and parks, and the feeling of community and safety.

This is disappearing at a breakneck pace in Lake Stevens now. Individual cases and sensitive areas are not being considered. The numbers is all they see. The Urban Growth plan is just trying to allow packing huge populations like sardines into smaller and smaller spaces without looking at the disappearing quality of life for current residents.

It is not healthy. If there is no room in a city, then there is no room for more people (maybe build up not out) and still keep any natural environment that we love.

Sincerely.

Annett Gamble-Olson (representative of Gamble property)

From: ANNETT GAMBLE-OLSON <ols0nfam55@aol.com>
Sent: Monday, October 17, 2022 8:31 PM
To: Jennie Fenrich
Subject: Re: Hisey reconsideration letter from HE

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.

I will pick it up thanks. Tomorrow-Tuesday.

In a message dated 10/17/2022 4:58:15 PM Pacific Standard Time, jfenrich@lakestevenswa.gov writes:

Hello Annett,

The Hearing Examiner sent it in this form. It's essentially locked so I can't open and convert it to another format. I can print one out if you want to have it mailed or picked up.



Jennie Fenrich, *Permit Specialist*

City of Lake Stevens | Planning and Community Development

1812 Main Street | PO Box 257

Lake Stevens, WA 98258

(425) 622-9430

jfenrich@lakestevenswa.gov

NOTICE: All emails and attachments sent to and from the city of Lake Stevens are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

From: ANNETT GAMBLE-OLSON <ols0nfam55@aol.com>
Sent: Monday, October 17, 2022 4:44 PM
To: Jennie Fenrich <jfenrich@lakestevenswa.gov>
Subject: Re: Hisey reconsideration letter from HE

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.

Jennie,

I am unable to print the Hearing Examiner's file you sent to me. Can you put it into another format?

Thanks,

Annett Gamble-Olson

In a message dated 10/11/2022 2:17:51 PM Pacific Standard Time, jfenrich@lakestevenswa.gov writes:

Hello Annett,

I just received this from the Hearing Examiner. I sent this and your letter of reconsideration to both the Kussey and the Gambles in the mail.

Please let me know if you have any questions.

Thank you,

Jennie Fenrich, *Permit Specialist*



City of Lake Stevens | Planning and Community Development

1812 Main Street | PO Box 257

Lake Stevens, WA 98258

(425) 622-9430

jfenrich@lakestevenswa.gov

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From: ANNETT GAMBLE-OLSON <ols0nfam55@aol.com>
Sent: Tuesday, October 18, 2022 1:58 PM
To: Jennie Fenrich
Subject: Have I included this picture in Comments?

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.





This is the edge of the property on the South side. Almost leveled at that property.

Jennie,

Top is a picture of the SE corner Gamble- Hisey plat property line with cedar on the Gamble side that the development needs to preserve. The variance retaining wall would cut the roots on the Hisey side.

Deer have knocked down the orange tape here. Need an actual property line marked. The sticks for the orange tape says it is a clearing line. C.

Annett

[Sent from the all new AOL app for Android](#)

Christi Schmidt

From: Jennie Fenrich
Sent: Tuesday, October 25, 2022 11:57 AM
To: Christi Schmidt
Subject: FW: For Hearing Examiner record
Attachments: Lake Stevens - Hisey Subdivision Request for Comments on Reconsideration (003).pdf

-----Original Message-----

From: Jennie Fenrich
Sent: Tuesday, October 18, 2022 2:59 PM
To: Dana <dana.mcclure@yahoo.com>
Subject: RE: For Hearing Examiner record

Hello Dana,

Thank you for submitting these comments. I am attaching the letter from the Hearing Examiner. I will send them to him, but as far I see, only the parties of record, who testified prior to this meeting can make comments at this time.

-----Original Message-----

From: Dana <dana.mcclure@yahoo.com>
Sent: Tuesday, October 18, 2022 11:00 AM
To: Jennie Fenrich <jfenrich@lakestevenswa.gov>
Subject: For Hearing Examiner record

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.

To whom it may concern,

My grandmother, Jody Gamble, is the owner of the property at 123rd Ave SE Lake Stevens that is going to be directly and negatively impacted by the Hisey development proposed plat R8-12 rezoning.

She has owned her property for nearly 50 years and has lived on it in her home for the past 25 or more. This property is basically her sole asset and to rezone it will impact her greatly. The relative privacy she has with it a growing city is a rarity that she appreciated and should not be forced to relinquish. She enjoys watching the many types of birds on her property, which will be disrupted and displaced by these changes to their habitat.

Additionally, the creation of a stub road (as proposed in development plans) will cut her property off and force her to forfeit her private driveway: as it would then become a public, city road. It will cause her undue stress to have to deal with increased traffic and the headaches of a dozen new nearby neighbors polluting the once quiet/peaceful area.

Finally, cutting through her land in the way proposed would also render her property less usable to her in any future need she may have to divide her one and only asset.

To put it plainly, it would place an incredible hardship on an elderly woman and our entire family, to allow the rezoning to occur and all of the changes it would bring. I respectfully demand on her behalf that this not be allowed.

Regards,
Dana McClure

[<https://www.lakestevenswa.gov/ImageRepository/Document?documentId=9326>]

[<https://www.lakestevenswa.gov/ImageRepository/Document?documentId=9315>]
Jennie Fenrich, Permit Specialist

City of Lake Stevens | Planning and Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258
(425) 622-9430
jfenrich@lakestevenswa.gov

NOTICE: All emails and attachments sent to and from the city of Lake Stevens are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

Christi Schmidt

From: Rich Lyon <richrlyon@gmail.com>
Sent: Wednesday, October 19, 2022 8:27 PM
To: Christi Schmidt
Subject: Hisey Development proposed rezone from R6 to R8-12

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.

Subject: The Hisey Development proposed rezone from R6 to R8-12 and Hearing Examiner re evaluation of decision on Plat and variance

Greetings,

My sister, Jody Gamble has owned and lived at 1516 123rd Ave SE, Lake Stevens for over a quarter of a century. I am concerned about the proposed rezoning at the adjacent development for the following reasons:

1. Increased traffic at 123rd SE and Machias Cutoff with higher density rezone. This is already a narrow road.
2. Barred Owl migratory species protection and wetland habitat protection.
4. I attended one of the public hearings on behalf of my sister, and noted that many of the neighbors were not able to attend, due to the pandemic and hearings not held in person.
5. The higher zoning will be a hardship, due to the planned road stub B in the development will force any future Gamble development to allow the property to put a public road right down the middle of their build-able land.

Thanks for your consideration of these concerns.

Rich Lyon
4467 Honeymoon Bay Road, Greenbank WA 98253
RichRLyon@gmail.com
907-321-001



Planning and Community Development **City Response to HE Request for Comments Considering Reconsideration**

Hisey Rezone, LUA2021-0211, Subdivision LUA2021-0210 &
Variance LUA2021-0212

Hearing Examiner Reconsideration Deadline: Noon October 20, 2022

A. RECONSIDERATION REQUEST

On October 6, 2022, the City received a Request for Reconsideration that was filed by Annett Gamble-Olson (Petitioner), with the City of Lake Stevens. The Request for Reconsideration was forwarded to the Hearing Examiner pursuant to LSMC14.16B.450 on October 6, 2022. The Hearing Examiner reviewed said Request for Reconsideration and issued a Request for Comments Considering Reconsideration (RCCR) on October 11, 2022, requiring all parties to provide comments by October 20, 2022 by noon. The City emailed the RCCR to the applicant, Petitioner and Parties of Record (POR) (**Exhibit 13** – Affidavit of distribution for RCCR) This document has been prepared by the City to address the Hearing Examiners Request for Comments Considering Reconsideration.

B. RESPONSE TO ALLEGATIONS

The City is providing the following information/pdf files and responses to the petitioner's assertions as summarized below.

Petitioner Allegation No. 1:

The City of Lake Stevens (City) failed to properly notify all parties of record before the open record hearing on this proposal (and associated site-specific rezone) including Ms. Gamble-Olson despite her status as a POR, having previously submitted comments on the proposal.

City Response:

LSMC 14.16B.340 Notice of Public Hearing requires hearing notices for all Type III applications to be published in a newspaper of general circulation; be mailed to real property within 300 feet of the project site; and to be posted on site and at City Hall. This codes section also requires, notifying parties of record by mail or email, the availability of the recommendation and the date of the public hearing. These same requirements are required for Type IV notices per LSMC 14.16B.440, which would include the rezone under review.

14.16A.225(a)(4) Noticing Requirements notes, "No proceeding of any procedure established in this chapter shall be found to be invalid for failure to provide mailed notice as required in this section as long as the other methods of notice have met their respective requirements and there was a good faith attempt to comply with the mailed notice requirements."

The city of Lake Stevens has met both requirements through its public notification for the combined Type III and Type IV applications and personal communications with the parties of record. The City has had consistent correspondence and notification with Ms. Gamble-Olson, her parents, John and

Jody Gamble, whom she represents and the Lorretta Kussy their neighbor since November 2021. The communications are included as new exhibits¹.

- Contact with the Gambles has been ongoing since the pre-application stage of the project in late 2021. See **Exhibit 14** - Emails from Ms. Gamble-Olson, John and Jody Gamble dated November 5, 2021, November 16, 2021, November 22, 2021 and City replies.
- In addition, the city has had contact with Loretta Kussy (POR), who owns the adjacent property to the west, since the pre-application phase; see **Exhibit 15** – Email from Loretta Kussy and city reply December 3, 2021.

All parties referenced were added as POR early in the development review process and have been notified throughout the development review process.

Please refer to the City Public Hearing Exhibit List provided herein and the exhibits pertaining to public notice as well as the parties of record comments and city replies that are included and verbally noted during the public hearing staff testimony and presentation on September 6, 2022.

Prior to and after the September 6, 2022 public hearing, city staff (Christi Schmidt, Senior Planner(I)) would like to add the following chronological documentation of emails and summaries of phone conversations with the Petitioner and Parties of Record to demonstrate that the Petitioner and POR were properly notified of the open record hearing and the associated site-specific rezone.

- Approximately two weeks prior to the hearing I corresponded and spoke with both Loretta Kussy and Annett Gamble-Olson multiple times regarding the upcoming hearing and the draft conditions of approval concerning the wetlands, retaining wall, fence, stub road b, and tree retention. Both parties asked for copies of the staff report to be mailed. I told both POR that copies of the staff reports would be printed and mailed to the Gambles (to her parents' address) and to Loretta Kussy.
- Notice of Public Hearing was posted, published, uploaded to the project page on Citizen Connect and mailed to surrounding properties within 300 feet (**Exhibits 16** and **Exhibit 17**). The Click2Mail Tracing Data for public hearing mailings with the POR is highlighted with confirmed delivery (**Exhibit 17**).
- Staff was made aware by a phone call that Loretta Kussy would likely not attend the public hearing due to a family matters. Staff confirmed her comments were included in the record as exhibits.
- Staff mailed copies of the staff report to the parties of record a week prior to the hearing and uploaded the digital copies to the City's permit system on August 30, 2022 under both LUA2021-0210 and LUA2021-0211, see links to LUA2021-0210: [LUA2021-0210 \(LIVE\) - PermitTrax by Bitco Software \(lakestevenswa.gov\)](#). and LUA2021-0211: [LUA2021-0211 \(LIVE\) - PermitTrax by Bitco Software \(lakestevenswa.gov\)](#).
- Petitioner said she would attend the hearing, but her parents wouldn't be able to, however she would provide testimony opposing the road stub b and the retaining wall/fence. See **Exhibit 18** – Emails from Loretta Kussy and Annett Gamble-Olson regarding upcoming hearing on September 6, 2022, dates from August 28 to September 6, 2022 and **Exhibit 18a** – Draft Staff Report Conditions of Approval sent via email. Excerpt emails from **Exhibits 18**

¹ Some of the email exhibits include duplicates because of cross copying and/or different parties replying to the same email.

and **18a** provide documentation that the Petitioner was aware of the upcoming hearing date (pages 1 and 8).

RE: City Reply - Revised comments for MDNS on Hisey Preliminary Plat

 **ANNETT GAMBLE-OLSON** <ols0nfam55@aol.com>
To: Christi Schmidt

 Reply  Reply All  Forward 

Tue 9/6/2022 12:32 PM

 You forwarded this message on 10/18/2022 2:34 PM.

If there are problems with how this message is displayed, click here to view it in a web browser.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

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.

Christi,

Did you say that the public meeting takes place at the city office down town Lk. Stevens or is it elsewhere? **I saw it was at 6pm today. Do I need to get on an itinerary to speak at this meeting?**

I plan on attending.

Thanks,

Annett Gamble- Olson

[Sent from the all new AOL app for Android](#)

On Tue, Aug 30, 2022 at 2:30 PM, Christi Schmidt

<cschmidt@lakestevenswa.gov> wrote:

Hi Annett and Loretta,

The city does contract with an outside Hearing Examiner who holds the public hearing coming up on 9-6-22.

RE: City Reply - Revised comments for MDNS on Hisey Preliminary Plat



Christi Schmidt

To: ANNETT GAMBLE-OLSON

Cc: lkussy@aol.com

 Reply  Reply All  Forward 

Tue 8/30/2022 2:30 PM

Hi Annett and Loretta,

The city does contract with an outside Hearing Examiner who holds the public hearing coming up on 9-6-22.

Once an application is submitted to the city; the city starts the review process after the application is deemed complete. This is when the site is posted with the notice of application. Next, the city reviews the preliminary plat and technical documents. During this review process (which this project has just completed) the technical documents are routed to the city's consulting engineering firm and city staff. Once the applicant has addressed all the city's development regulations and revision, then the Staff prepares a staff recommendation (staff report) that is forward to an independent Hearing Examiner who reviews the city staff compliance review (staff report/recommendation). The Hearing Examiner holds a public meeting to take public comment also and this done at the public hearing which is on 9-6. The Hearing Examiner then has approx. ten days to prepare his decision.

I hope this information helps explain the review process.



Christi Schmidt, AICP, Senior Planner

City of Lake Stevens | Planning and Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258
(425) 622-9438
cschmidt@lakestevenswa.gov

- City staff (Christi Schmidt) received a voice message over the Labor Day weekend, early Tuesday morning before the public hearing from the Petitioner that she did not have a copy of the staff report. As noted, the city mailed copies of the staff report to John and Jody' residence as the address on file. City staff emailed digital copies of the reports to both Annett Gamble-Olson and Loretta Kussy early in the morning on September 6, 2022 at 6:55 am; see **Exhibit 19** – Email to Parties of Record with Digital Hearing Documents for both the Rezone, Plat and Variance.
- The Petitioner was not present at the hearing on September 6, 2022. Staff verbally testified that the POR were notified and during the hearing proceeding represented the comments submitted by the POR for their issues of concern for the record. After the public hearing City staff had a voice message from Annett Gamble-Olson. City staff (Christi Schmidt) returned her call and inquired why she did not attend the hearing as we discussed the upcoming hearing date and conditions of approval during the two weeks prior. The Petitioner said that she thought the meeting was at 6 pm, not a 11 am. Staff assured her that her comments were

placed in the file and included as exhibits, as were Loretta Kussy's. After the public hearing during our conversation, Annett Gamble-Olson requested that future correspondence be sent to her personal address in Arlington. Subsequently, staff updated the City's POR Excel list with her address and added the date updated. See **Exhibit 20** – POR Excel list with digital stamp date and screen photo of Excel List.

- Shortly thereafter, I received an email from Loretta asking why she did not receive notice of the meeting. See **Exhibit 21** – Email to POR Regarding September 6, 2022 hearing documents dated September 6, 2022. As shown in Exhibit XX there was verification of mailed notice.

City Conclusion:

The city has met procedural requirements as required in Chapters 14.16a and 14.6b of the LSMC to provide multiple forms of public notice throughout the process and has maintained a consistent dissemination of information regarding the project status to all POR. The city provided public notice consistent with LSMC 14.16B.340; see public hearing record for LUA2021-0210, LUA2021-0211 and LUA2021-0212. New Exhibits 13-21 validate that the city provided timely notice. The city has met the noticing requirements for Type III and Type IV applications.

Petitioner Allegation No. 2:

The petitioner objected to the Hearing Examiner's decision/recommendation being predicated on Council approval of the rezone at a closed record hearing.

City Response:

Following the Revised Code of Washington (RCW) 36.70B.050 – Local Project Review, local jurisdictions can hold one "open record hearing" for quasi-judicial land use applications. Open record hearings allow the public an opportunity to present written / oral evidence to be included in the official record. The city invites public participation by everyone with an interest through direct mailings, site posting, and publication. There are typically four opportunities when interested parties can provide comments before a decision is issued i.e., following the Notice of Application, at the Public Meeting, after SEPA is issued and at the Public Hearing. The official record, established at the open record hearing becomes the source for making the final decision.

Lake Stevens Municipal Code (LSMC) 14.16B.455 City Council Decisions follows the state statute for Type IV proceeding and states,

"The City Council shall conduct a closed record public hearing. The City Council shall not accept new information, written or oral, on the application, but shall consider the following in deciding upon an application:

- (1) The complete record developed before the Hearing Examiner; and
- (2) The recommendation of the Hearing Examiner.

City Conclusion: The Decision and Recommendation of the Hearing Examiner are consistent with state statute and city code. The final consolidated decision on the preliminary subdivision and variance is contingent on the City's Council's decision on the rezone application. Pursuant to RCW 58.17.070 these actions should be considered simultaneously.

The Hearing Examiners Rezone Recommendation was made and properly forwarded to the City Council. Following the Hearing Examiner's guidance, the City Council opened the hearing and continued the hearing to a date no sooner than November 8, 2022, to allow the Reconsideration

process to be concluded prior to making a decision on LUA2021-0211, use link for Exhibit 22 – YouTube link to October 11, 2022 City Council Meeting https://www.youtube.com/watch?v=5Ux_HlKbhEU. No error procedure has been committed.

Petitioner Allegation No. 3:

The Hearing Examiner erred in concluding that the proposal would be compatible with surrounding development, especially given the current “R6” zoning of the property, the topography of the area, traffic concerns, and potential impacts to threatened and/or protected area wildlife.

City Response:

City staff provided a detailed analysis of the proposal and determined that the proposal is consistent with the City’s adopted Comprehensive Plan Land Use Designation of Medium Density Residential and municipal code. The proposed implementing zone of R8-12 is consistent with the City’s Comprehensive Plan (specific goals were addressed in the staff recommendation for LUA 2021-0211) and Lake Stevens Municipal Code LSMC 14.36.200 – Table 14.36-I: Land Use Designation/Zone Compatibility Matrix. Compatibility of the proposal with regards to site specific conditions, topography, traffic and environmental concerns, has been documented in the staff report supported by findings of fact for code consistency (see supporting exhibits contained in the September 6, 2022 Public Hearing Record; see **Exhibits 1-12**).

In reference to wildlife concerns the owl photo and documentation submitted by the Petitioner were added to the exhibit list. Staff requested that the developer have their biologist reply to Annett Gamble-Olson’s habitat concerns as noted in the Public Hearing record and exhibits. The city received a letter from the applicant’s biologist after the close of the public hearing on September 6, 2022 and this was forwarded to the Petitioner; see **Exhibit 23** – Email to Annett Gamble-Olson with attached Habitat Assessment Letter dated September 6, 2022.

Should the proposal move forward to a final construction plan review, city staff will coordinate with the applicant to implement appropriate conditions of approval related to the Habitat Assessment, prior to construction activity occurring. Proper procedure for documenting wildlife habitat and protection has been followed pursuant to Chapter 16.04 LSMC SEPA, Chapter 197-11 WAC SEPA and Chapter 14.88 LSMC Critical Areas.

City Conclusion:

In conclusion, the preliminary plat (subdivision) and variance are Type III reviews per Chapter 14.16A LSMC, that require a public hearing and final decision by the Hearing Examiner upon a review of the municipal code, state law, applicable project materials and the staff recommendation. The preliminary plat and variance were reviewed and processed collectively under LSMC 14.16A.220(g) - consolidated permit process to assess cumulative and related issues for consistency with state and local requirements.

C. SUMMARY:

City staff concludes that the city fulfilled its public notice requirements and provided compliant coordination, documents, guidance and representation to and for the parties of record as is required by the city’s development regulations as required by Chapters 14.16A and 14.16B LSMC; a proper site-specific review was conducted to determine consistency with the proposed zoning designation and applicable development regulations; procedures for review of associated Type III and Type IV permit were followed pursuant to city code and state law.

CITY OF LAKE STEVENS, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
Response Completed by



October 20, 2022

Christi Schmidt, *Senior Planner*

Date of Completion

EXHIBITS (PUBLIC HEARING ON PLAT AND VARIANCE ON SEPTEMBER 6, 2022)

1. Staff Recommendation, dated August 30, 2022
2. Application for Preliminary Plat received December 23, 2021
3. Application for Variance received December 23, 2021
4. Determination of Completeness dated January 19, 2022
5. Preliminary Plat map received December 23, 2021 and last revised on July 15, 2022
6. Preliminary Plat and Variance Package
 - a. Preliminary Plat Project Narrative revised on October 19, 2021
 - b. Variance to Increase Retaining Wall Height Narrative received on April 4, 2022
 - c. Landscape Plans revised and dated July 15, 2022
 - d. Critical Area Study and Buffer Mitigation Plan by Wetland Resources, dated June 24, 2022
 1. Mitigation Plans dated June 24, 2022
 - e. Traffic Impact Analysis by Gibson Traffic Consultants, dated December 2021
 - f. Arborist Report by Layton Tree Consulting, LLC, dated December 13, 2021
 - g. Construction Drainage Report by LDC, dated June 2022
 - h. Geotechnical Report by Terra Associates Inc., dated October 12, 2021
 1. Infiltration Infeasibility Letter dated December 3, 2021
 - i. Contingent Sewer Availability Letter dated November 2, 2021
 - j. Water Availability Letter dated November 8, 2021
 - k. Electrical Availability Letter dated August 24, 2022
 - l. Recorded Release and Termination of Easement dated July 14, 2021
 - m. Title Report dated November 1, 2021
 - n. SEPA Checklist dated March 31, 2022
 - o. Variance Wall Heights and Site Sections dated January 25, 2021
 - p. Preliminary construction plans received June 10, 2022
 - q. Stormwater Pollution Prevention Plan dated December 2021
7. Public Notice
 - a. Affidavits
 - b. Combined Notice of Application and Notice of Public Meeting issued on January 20, 2022
 - c. Notice of Public Hearing issued on August 24, 2021
8. Public Comments/City Responses and Review Comments

- a. Annett Gamble email and photos dated February 1, 2022 and city reply
 - b. Loretta Kussy email dated January 26, 2022 and city reply
 - c. Newweezer email dated January 25, 2022 and city reply
 - d. Department of Ecology comments Hisey dated February 2, 2022
 - e. Lake Stevens Sewer District Hisey Annexation Resolution No. 1022 dated March 10, 2022
 - f. Snohomish Regional Fire and Rescue Approval email dated May 4, 2022
 - g. Snohomish School District Comment email dated January 26, 2022
 - h. WSDOT No Comment email dated February 1, 2022
 - i. City Responses and Review Comments
9. Traffic Memorandums
- a. Gibson Traffic Consultants Memorandum 123rd Intersection, dated March 14, 2022
 - b. Gibson Traffic Consultants Memorandum Pedestrian Crossing, dated March 18, 2022
10. Frontage Photos dated August 24, 2022
11. SEPA Thresholds
- a. SEPA Exemption Rezone Issued June 23, 2022
 - b. SEPA MDNS and Checklist Issued August 15, 2022
 - c. Email request for mitigation measures Loretta Kussy dated August 26, 2022
 - d. Applicant's response to Loretta Kussy dated August 29, 2022
 - e. Email comment from Annett Gamble and City forwarded to Applicant to be addressed.
 - f. WDFW March 28, 2022 Candidate Species List
 - g. Barred Owl vs Spotted Owl
12. City Staff PowerPoint Presentation (to be entered into the record at the public hearing)

EXHIBITS CONTINUED (ADDED IN RESPONSE TO REQUEST FOR COMMENTS ON RECONSIDERATION)

13. Affidavit of distribution for RCCR
14. Emails from Annett, John and Jody Gamble Dated November 5th to November 22, 2021 and City Reply
15. Email from Loretta Kussy Dated December 1, 2021 and City Reply
16. Photos of Public Hearing Postings On-Site
17. Click2Mail Tracing Data for September 6, 2022 Public Hearing Notices
18. Emails from Loretta Kussy and Annett Gamble Regarding Upcoming hearing on September 6, 2022, dates from August 28 to September 6, 2022
- 18a. Conditions (attachment in Exhibit 18)
19. Email to Parties of Record with Digital Hearing Documents for both the Rezone, Plat and Variance
20. POR List Last Updated with Annett Gamble Arlington Address dated September 6, 2022
21. Email to POR regarding September 6, 2022 Hearing Documents dated September 6, 2022 6:55 am
22. City Council Meeting on October 11, 2022 video on YouTube https://www.youtube.com/watch?v=5Ux_HlKbhEU
23. Email to Annett Gamble with Habitat Assessment Letter dated September 6, 2022

Original Distribution List:

1. Rochelle Smith, Applicant, Land Pro Group Inc.
2. Annett, John and Jody Gamble, Parties of Record
3. Loretta Kussy, Party of Record
4. Tom Laufmann, Snohomish School District
5. Johnathan Dix, Lake Stevens Sewer District



AFFIDAVIT OF NOTICE

Project Name: Hisay HE Request for comments on reconsideration

Project Number: _____

Type of Notice Request for Reconsideration

<u>Place Posted</u>	<u>Date Posted</u>	<u>Signature</u>
1. Property	<u>n/a</u>	<u>Henrich</u>
2. City Hall	<u>n/a</u>	<u>Henrich</u>
3. Planning	<u>n/a</u>	<u>Henrich</u>
4. Everett Herald	<u>n/a</u>	<u>Henrich</u>
5. Mailings	<u>n/a</u>	<u>Henrich</u>
6. Website	<u>n/a</u>	<u>Henrich</u>
7. Distribution List	<u>n/a</u>	<u>Henrich</u>
8. Parties of Record	<u>10/11/22</u>	<u>Henrich</u>
Applicant email	<u>10/11/22</u>	<u>Henrich</u>
BDR's petition mailed	<u>10/11/22</u>	<u>Henrich</u>

Christi Schmidt

From: Christi Schmidt
Sent: Friday, November 5, 2021 12:07 PM
To: olsOnfam55@aol.com
Subject: Potential Development on Hisey Property 11.22 acres
Attachments: Annexation Welcome Letter 8-13-21.pdf

Hi Annette,

Thank you for taking the time to call today and inquire about the potential development to the west of your parents property located at 29062000300300 and 01. The Developer of the Hisey property (11.22 acres/parcel 29062000305400) has indicated to City staff that they intend to submit a formal development application for a Rezone from R-6 to R8-12 with a subdivision application to the City within a month. Once a development application is submitted to the City, the City has 28 days to conduct a completeness review of the application material to determine if all the information has been submitted for processing. Once the application has been determined to be complete the City will issue a Notice of Application, as part of this notice your parents will be receiving a Notice of Application on the development proposal with directions on how to provide public comment on the proposal.

You mentioned, your mom sent an email to the City's Planning Commission members regarding this project. As discussed, please forward her comments to me (now or when the Notice of Application is sent to her) and I will place her comments in the project file once an application is submitted to the City as you have requested. Additional comments may be submitted throughout the process when public comment is solicited.

I attached the annexation letter with the instructions on how to call in and report the census count information for your parents.

Best regards,



Christi Schmidt, AICP, *Senior Planner*

City of Lake Stevens | Planning and Community Development
 1812 Main Street | PO Box 257
 Lake Stevens, WA 98258
 (425) 622-9438
cschmidt@lakestevenswa.gov

NOTICE: All emails and attachments sent to and from the city of Lake Stevens are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

Christi Schmidt

From: Christi Schmidt
Sent: Monday, November 22, 2021 9:40 AM
To: 'ANNETT GAMBLE-OLSON'
Subject: RE: ANNEXATION AND NEW ROAD ON OUR PROPERTY LINE

Hi Annett,

Thank you for the email. The email will be saved and added to the project file once the applicant has submitted a development application to the City. They are still in the process of preparing the documents required to submit to the City of Lake Stevens.

Best regards,



Christi Schmidt, AICP, *Senior Planner*

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cschmidt@lakestevenswa.gov

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From: ANNETT GAMBLE-OLSON <ols0nfam55@aol.com>
Sent: Friday, November 5, 2021 4:06 PM
To: Christi Schmidt <cschmidt@lakestevenswa.gov>
Subject: Fwd: ANNEXATION AND NEW ROAD ON OUR PROPERTY LINE

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.

Christi,
This is my Mom's forwarded email concerning the Hisey development next door to their house and property. Please file with the paperwork for Hisey Project as an **urgent comment** to review before building permits are allowed.. My sister Jeanie has also included her cell phone as she might be able to answer a call if my mom doesn't answer. My phone is **360-435-5097 at home Annett Gamble-Olson**. I can take pictures and send to you of the property line affected at my parents place.

Thanks,
Annett Gamble-Olson

From: jjgamble@frontier.com
To: ols0nfam55@aol.com
Sent: 11/5/2021 3:05:31 PM Pacific Standard Time
Subject: FW: ANNEXATION AND NEW ROAD ON OUR PROPERTY LINE

Sent from [Mail](#) for Windows

From: [Jody](#)

Sent: Friday, November 5, 2021 9:59 AM

To: lsplanning@lakestevenswa.gov

Subject: ANNEXATION AND NEW ROAD ON OUR PROPERTY LINE

Our Property was annexed into the city of Lake Stevens without our in-put. Now the developer of the Hisey property next to us is planning to put a road at our property line, We want to make sure that our privacy is not violated by this development We would request a concrete barrier fence at the set back and a green belt planted to insure we have the privacy we now have. We do not want house's over looking into our home. You can contact us for further question's please. John and Jody Gamble of 1516 123rd Ave. SE, Lake Stevens Washington 98258 contact phone Home 425-334-1163

Contact me please as soon as possible to confirm you received my info and if this are the proper step's I should take. Parcel ID is # 29062000300300 with house and parcel #29062000300301 land only.

Alternate phones

Annett Gamble-Olson (daughter) home 360-435-5097

Jeanie (also daughter) cell 1-425-319-1293

thanks.

Sent from [Mail](#) for Windows

Christi Schmidt

From: ANNETT GAMBLE-OLSON <ols0nfam55@aol.com>
Sent: Tuesday, November 16, 2021 9:31 PM
To: Melissa Place
Cc: Tyler Farmer; Jill Needham; Russell Wright; Kim Daughtry; Steve Ewing; Christi Schmidt
Subject: Hisey proposed development- next to Gamble property
Attachments: survey 1996 Lk Stevens John Gamble.jpg; survey description-1996 John Gamble -Lk Stevens.jpg

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Melissa Place and planning Department, Lk Stevens City Council members,

I have previously spoken to Christi Schmidt (she is currently on vacation) about the proposed Hisey development that is being pushed through by aggressive developer Pat McCourt.

**They (McCourt) have just today put a gravel driveway head or parking area connected to the Machias Cutoff road with a culvert, before the development application to the city has even been approved!
Did they get any kind of permit to do so?**

There has been no recorded survey of the Hisey property filed with Snohomish County records.
John and Jody Gamble had a recorded survey done in 1996. -see attached below-
It states they have 6.52 acres.

My parents require that the Hisey's developer get a property survey before any work is begun at all.
Also they are asking for a barrier fence and green belt at the setback from the property line to protect their privacy.
Also they would like any progress the city allows to be communicated to them in writing by mail.

McCourt is notorious for using political connections to push development though for a quick cash turn around on his projects..

-see this article in Seattle Times 1998 (cut and paste the below to your search box or click on link to see the article)
<https://archive.seattletimes.com/archive/?date=19980816&slug=2766851>

Developer In Public Office Profits From Clout | The Seattle Times

We believe that our elderly parents are going to be taken advantage of by the recent deal made with Snohomish County and the City of Lake Stevens to annex the properties involved here and increase the number of houses to be built right next to my parents driveway and home. The excuse given was Urban Growth planning. There is already a huge development going in just down the road on 123rd north of their property. (Might be an addition to Rhodora heights?)
. The Gambles have consistently opposed the annexation of their property into the city, but the Covid pandemic has only allowed limited input to object to these changes except by using zoom meetings.
My parents have not been able to participate with any input because of their inability to use technology...

The development around Lake Stevens has gone suddenly uncontrolled! This kind of Urban Growth is just raw greed.
Where are the animals being displaced and the surface water all going anyway? Not to mention the vegetation and trees.

Please respond to me as soon as possible, so I can let my parents know that I have attempted to voice their concerns to you about this development right next to their home.

Sincerely,
Annett Gamble-Olson
ols0nfam55@aol.com
360-435-5097
daughter / John and Jody Gamble

Christi Schmidt

From: Christi Schmidt
Sent: Monday, November 22, 2021 9:40 AM
To: 'ANNETT GAMBLE-OLSON'
Subject: RE: ANNEXATION AND NEW ROAD ON OUR PROPERTY LINE

Hi Annett,

Thank you for the email. The email will be saved and added to the project file once the applicant has submitted a development application to the City. They are still in the process of preparing the documents required to submit to the City of Lake Stevens.

Best regards,



Christi Schmidt, AICP, *Senior Planner*

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From: ANNETT GAMBLE-OLSON <ols0nfam55@aol.com>
Sent: Friday, November 5, 2021 4:06 PM
To: Christi Schmidt <cschmidt@lakestevenswa.gov>
Subject: Fwd: ANNEXATION AND NEW ROAD ON OUR PROPERTY LINE

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Christi,
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Thanks,
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Subject: FW: ANNEXATION AND NEW ROAD ON OUR PROPERTY LINE

Sent from [Mail](#) for Windows

From: [Jody](#)
Sent: Friday, November 5, 2021 9:59 AM
To: lsplanning@lakestevenswa.gov
Subject: ANNEXATION AND NEW ROAD ON OUR PROPERTY LINE

Our Property was annexed into the city of Lake Stevens without our in-put. Now the developer of the Hisey property next to us is planning to put a road at our property line, We want to make sure that our privacy is not violated by this development We would request a concrete barrier fence at the set back and a green belt planted to insure we have the privacy we now have. We do not want house's over looking into our home. You can contact us for further question's please. John and Jody Gamble of 1516 123rd Ave. SE, Lake Stevens Washington 98258 contact phone Home 425-334-1163

Contact me please as soon as possible to confirm you received my info and if this are the proper step's I should take. Parcel ID is # 29062000300300 with house and parcel #29062000300301 land only.

Alternate phones

Annett Gamble-Olson (daughter) home 360-435-5097

Jeanie (also daughter) cell 1-425-319-1293

thanks.

Sent from [Mail](#) for Windows

Christi Schmidt

From: Christi Schmidt
Sent: Friday, December 3, 2021 9:20 AM
To: lkussy@aol.com
Subject: FW: Map for proposed development - City Reply

Good morning Loretta,

Thank you for your email. The site plan you requested is the one from the pre-application meeting and is conceptual. The reason why you don't see the wetland symbols by the culvert on your property is that the City code requires applicants to survey what is on their property, but not on adjacent sites without permission, so that is why the critical areas are typically not shown or are fully accurate to what is off the development site. Please be aware that the wetland report submitted for the pre-app was a "reconnaissance" level report which means it is an indicator of wetlands/critical areas on site and a preliminary one is required to be submitted to the City with the development application. Therefore, what is shown on the conceptual subdivision map may change a bit once they refine and finalize their project and data to meet city and state requirements.

The reason why you see a proposed buffer that is not the full width or an odd number is that the City code allows wetland buffer averaging and that is why you see an odd buffer width of 82.5 feet.

The applicant has indicated they intend to submit a formal application mid-December or early January. The application materials will contain finalized data and reports.

Have a good weekend,



Christi Schmidt, AICP, *Senior Planner*

City of Lake Stevens | Planning and Community Development
 1812 Main Street | PO Box 257
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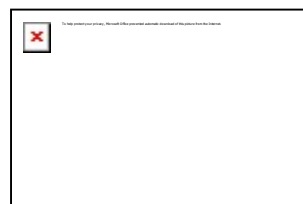
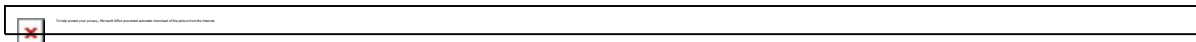
NOTICE: All emails and attachments sent to and from the city of Lake Stevens are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

From: Jennie Fenrich <jfenrich@lakestevenswa.gov>
Sent: Thursday, December 2, 2021 8:29 AM
To: lkussy@aol.com
Cc: Christi Schmidt <cschmidt@lakestevenswa.gov>; David Levitan <dlevitan@lakestevenswa.gov>
Subject: RE: Map for proposed development

Hello Loretta,

I am including Senior Planner Schmidt and Planning Manager Levitan to provide an answer. This is out of my scope of knowledge.

Thank you,



Jennie Fenrich, *Permit Specialist*

City of Lake Stevens | Planning and Community Development

1812 Main Street | PO Box 257

Lake Stevens, WA 98258

(425) 622-9430

jfenrich@lakestevenswa.gov

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From: lkussy@aol.com <lkussy@aol.com>

Sent: Wednesday, December 1, 2021 11:06 PM

To: Jennie Fenrich <jfenrich@lakestevenswa.gov>

Subject: Re: Map for proposed development

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.

Thank you Jennie for the map and information.

Just a couple more questions:

Why are some buffers only 82.5 feet?

There is a culvert recognized on my property. The stream flows through it but there are no wetland symbols around it and the stream spills over onto the Hisey development before it goes through the culvert but there is no recognition of wetlands in this area. Why is that?

-Loretta

In a message dated 12/1/2021 1:34:06 PM Pacific Standard Time, jfenrich@lakestevenswa.gov writes:

Please let me know if you have further questions.

Jennie Fenrich, *Permit Specialist*

City of Lake Stevens | Planning and Community Development

1812 Main Street | PO Box 257

Lake Stevens, WA 98258

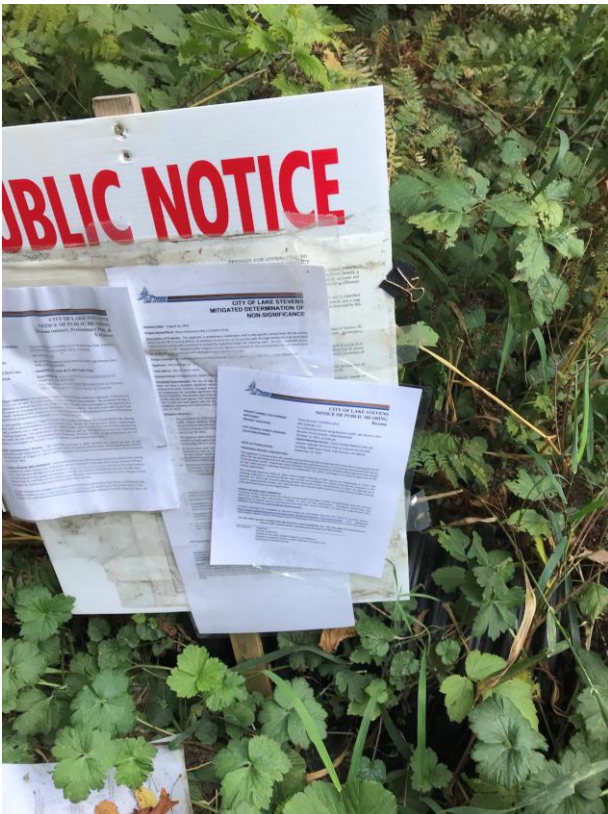
(425) 622-9430

jfenrich@lakestevenswa.gov

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Exhibit 16 – Photos of Public Hearing Postings

Photos of both 9-6-22 public hearing notices for the Plat, Variance and Rezone. Posted on the Notice board by the site's driveway access near (just east of) Gamble property line along Machias Cutoff.



Click2Mail MOL Pro Tracing Data

For Click2Mail Order #16338567

Tracking Number	Mailing Address/Standard Address	Address Type	Scan Status	Scan Date	Scan Location (ZipCode)
00270200802167559048	Ih6 Property Washington Lp 1717 Main St Ste 2000 Dallas TX 75201-4657 UNITED STATES				
00270200802167559048		Standard	USPS Indicated Delivered	08/23/22 13:13 EDT	75201
00270200802167559049	Thomas Patten Jr 1525 118th Dr SE Lake Stevens WA 98258-7745 UNITED STATES				
00270200802167559049		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559046	Casey Martin 11818 14th Pl SE Lake Stevens WA 98258-8188 UNITED STATES				
00270200802167559046		Standard	USPS Indicated Delivered	08/25/22 17:04 EDT	98012
00270200802167559068	Jennifer Batcheldor 12009 20th St SE Lake Stevens WA 98258-4754 UNITED STATES				
00270200802167559068		Standard	USPS Indicated Delivered	08/25/22 10:48 EDT	98258
00270200802167559047	Donald Surgeon Jr 11826 14th Pl SE Lake Stevens WA 98258-8188 UNITED STATES				
00270200802167559047		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559069	Richard Batcheldor 11927 20th Street S E Everett WA 98205 UNITED STATES				
00270200802167559069			Arrived at Recipient PO	09/05/22 14:43 EDT	98032
00270200802167559044	Harry Kammerzell 11815 14th Pl SE Lake Stevens WA 98258-8188 UNITED STATES				
00270200802167559044		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559066	Darren Bell 1232 123rd Ave SE Lake Stevens WA 98258-8015 UNITED STATES				
00270200802167559066		Standard	USPS Indicated Delivered	08/25/22 10:50 EDT	98258
00270200802167559045	Robert Gormley 11812 14th Pl SE Lake Stevens WA 98258-8188 UNITED STATES				
00270200802167559045		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559067	Drh Energy Inc 301 Commerce St Ste 500 Fort Worth TX 76102-4178 UNITED STATES				
00270200802167559067		Standard	USPS Indicated Delivered	08/23/22 10:10 EDT	76102
00270200802167559042	Dustin Savery 11831 14th Pl SE Lake Stevens WA 98258-8188 UNITED STATES				
00270200802167559042		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559064	South Lake Vista Hoa 12910 Totem Lake Blvd NE Ste 220 Kirkland WA 98034-2950 UNITED STATES				
00270200802167559064		Standard	Provided to Postal Processing Facility	08/20/22 11:23 EDT	485029998
00270200802167559043	Galen Wallace 11825 14th Pl SE Lake Stevens WA 98258-8188 UNITED STATES				
00270200802167559043		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559065	John Gamble 1516 123rd Ave SE Lake Stevens WA 98258-9796 UNITED STATES				
00270200802167559065		Standard	USPS Indicated Delivered	08/25/22 13:11 EDT	98258
00270200802167559040	Christine Newsom 1223 119th Dr SE Lake Stevens WA 98258-8650 UNITED STATES				
00270200802167559040		Standard	USPS Indicated Delivered	08/25/22 11:00 EDT	98258
00270200802167559062	Shawn Holland 1422 118th Dr SE Lake Stevens WA 98258-7744 UNITED STATES				
00270200802167559062		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559041	Nicholas Peacock-Allen 1231 119th Dr SE Lake Stevens WA 98258-8650 UNITED STATES				
00270200802167559041		Standard	USPS Indicated Delivered	08/25/22 11:00 EDT	98258
00270200802167559063	Ashwin Padmanabhan 1418 118th Dr SE Lake Stevens WA 98258-7744 UNITED STATES				

Tracking Number	Mailing Address/Standard Address	Address Type	Scan Status	Scan Date	Scan Location (ZipCode)
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00270200802167559060	Regine Palmares 1430 118th Dr SE Lake Stevens WA 98258-7744 UNITED STATES				
00270200802167559060		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559061	Katy Koukouras 1426 118th Dr SE Lake Stevens WA 98258-7744 UNITED STATES				
00270200802167559061		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559039	Jeremy Ratcliff 1215 119th Dr SE Lake Stevens WA 98258-8650 UNITED STATES				
00270200802167559039		Standard	USPS Indicated Delivered	08/25/22 11:00 EDT	98258
00270200802167559037	Robert Riley 12115 Machias Cutoff Lake Stevens WA 98258-9798 UNITED STATES				
00270200802167559037		Standard	USPS Indicated Delivered	08/25/22 10:50 EDT	98258
00270200802167559059	Soon Lee 1432 118th Dr SE Lake Stevens WA 98258-7744 UNITED STATES				
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00270200802167559038	Collins Salifu 12121 Machias Cutoff Lake Stevens WA 98258-9798 UNITED STATES				
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00270200802167559035		Standard	USPS Indicated Delivered	08/25/22 10:51 EDT	98258
00270200802167559057	Mary Johnson 1508 118th Dr SE Lake Stevens WA 98258-7745 UNITED STATES				
00270200802167559057		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559036	John Hoffman 1231 121st Ave SE Lake Stevens WA 98258-9750 UNITED STATES				
00270200802167559036		Standard	USPS Indicated Delivered	08/25/22 10:33 EDT	98133
00270200802167559058	Jared Prince 1504 118th Dr SE Lake Stevens WA 98258-7745 UNITED STATES				
00270200802167559058		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
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00270200802167559033		Standard		08/25/22 07:26 EDT	98258
00270200802167559055	Barry Wheeler 20045 10th Ave NW Shoreline WA 98177-2110 UNITED STATES				
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00270200802167559034	Antonio Gonzalez 1215 121st Ave SE Lake Stevens WA 98258-9750 UNITED STATES				
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00270200802167559056		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559031	V Rasmussen PO Box 713 Lake Stevens WA 98258-0713 UNITED STATES				
00270200802167559031		Standard	USPS Indicated Delivered	08/25/22 09:24 EDT	98258
00270200802167559053	Michael Caylor 1524 118th Dr SE Lake Stevens WA 98258-7745 UNITED STATES				
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00270200802167559075	Loretta Kussy 7421 51st Ave NE Marysville WA 98270-4099 UNITED STATES				
00270200802167559075		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559032	Jeffrey Fraser 1220 121st Ave SE Lake Stevens WA 98258-9750 UNITED STATES				
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Tracking Number	Mailing Address/Standard Address	Address Type	Scan Status	Scan Date	Scan Location (ZipCode)
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00270200802167559054		Standard	USPS Indicated Delivered	08/25/22 11:02 EDT	98012
00270200802167559051	Krista D Laursen 1519 118th Dr SE Lake Stevens WA 98258-7745 UNITED STATES				
00270200802167559051		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559073	Jan Nesse 1529 117th Dr SE Lake Stevens WA 98258-9436 UNITED STATES				
00270200802167559073		Standard	USPS Indicated Delivered	08/26/22 12:27 EDT	98258
00270200802167559030	David Wickline 1232 121st Ave SE Lake Stevens WA 98258-9750 UNITED STATES				
00270200802167559030		Standard	USPS Indicated Delivered	08/25/22 13:18 EDT	98223
00270200802167559052	Aaron West 1528 118th Dr SE Lake Stevens WA 98258-7745 UNITED STATES				
00270200802167559052		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559074	Michael Berman 1626 122nd Ave SE Everett WA 98205 UNITED STATES				
00270200802167559074			En Route	08/28/22 15:25 EDT	98168
00270200802167559071	Michael Berman 1626 122nd Ave SE Unit A Everett WA 98205 UNITED STATES				
00270200802167559071			En Route	08/26/22 12:33 EDT	98168
00270200802167559050	Fredy Esquivel 1521 118th Dr SE Lake Stevens WA 98258-7745 UNITED STATES				
00270200802167559050		Standard	USPS Indicated Delivered	08/25/22 10:54 EDT	98258
00270200802167559072	Julie Trabont 1621 122nd Ave SE Lake Stevens WA 98258-2016 UNITED STATES				
00270200802167559072		Standard	USPS Indicated Delivered	08/23/22 08:35 EDT	59923
00270200802167559070	Richard Batcheldor 11927 20th St SE Everett WA 98205 UNITED STATES				
00270200802167559070			Arrived at Recipient PO	09/02/22 14:40 EDT	98032

Report Generated on : September 07, 2022

Christi Schmidt

From: ANNETT GAMBLE-OLSON <ols0nfam55@aol.com>
Sent: Tuesday, September 6, 2022 12:32 PM
To: Christi Schmidt
Subject: RE: City Reply - Revised comments for MDNS on Hisey Preliminary Plat

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.

Christi,

Did you say that the public meeting takes place at the city office down town Lk. Stevens or is it elsewhere? I saw it was at 6pm today. Do I need to get on an itinerary to speak at this meeting?

I plan on attending.

Thanks,

Annett Gamble- Olson

[Sent from the all new AOL app for Android](#)

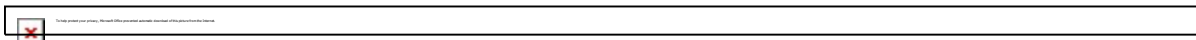
On Tue, Aug 30, 2022 at 2:30 PM, Christi Schmidt
 <cschmidt@lakestevenswa.gov> wrote:

Hi Annett and Loretta,

The city does contract with an outside Hearing Examiner who holds the public hearing coming up on 9-6-22.

Once an application is submitted to the city; the city starts the review process after the application is deemed complete. This is when the site is posted with the notice of application. Next, the city reviews the preliminary plat and technical documents. During this review process (which this project has just completed) the technical documents are routed to the city's consulting engineering firm and city staff. Once the applicant has addressed all the city's development regulations and revision, then the Staff prepares a staff recommendation (staff report) that is forward to an independent Hearing Examiner who reviews the city staff compliance review (staff report/recommendation). The Hearing Examiner holds a public meeting to take public comment also and this done at the public hearing which is on 9-6. The Hearing Examiner then has approx. ten days to prepare his decision.

I hope this information helps explain the review process.



Christi Schmidt, AICP, *Senior Planner*



City of Lake Stevens | Planning and Community Development

1812 Main Street | PO Box 257

Lake Stevens, WA 98258

(425) 622-9438

cschmidt@lakestevenswa.gov

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From: ANNETT GAMBLE-OLSON <ols0nfam55@aol.com>

Sent: Tuesday, August 30, 2022 2:15 PM

To: Christi Schmidt <cschmidt@lakestevenswa.gov>

Subject: Re: City Reply - Revised comments for MDNS on Hisey Preliminary Plat

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I also like Loretta thought there was to be an outside group reviewing the comments. Not just the developer.

Sincerely,

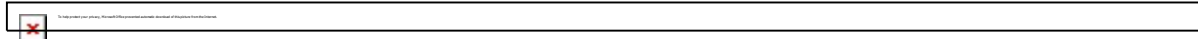
Annett Gamble-Olson

In a message dated 8/30/2022 11:49:42 AM Pacific Standard Time, cschmidt@lakestevenswa.gov writes:

Hi Annett,

I am forwarding you this email and Loretta mentioned she was inquiring about a condition for a 6' cedar fence across the road stub B to provide privacy. I have made a recommended condition of approval to the HE in the staff report which will be finalized today. See below and attached Condition #19.

19. Along the east side of property adjacent to the existing fence, install a six-foot cedar fence on top/bottom.



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From: Christi Schmidt

Sent: Monday, August 29, 2022 3:56 PM

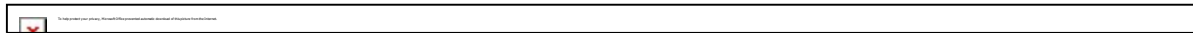
To: lkussy@aol.com

Subject: RE: City Reply - Revised comments for MDNS on Hisey Preliminary Plat

Hi Loretta,

The City is required to forward all SEPA Threshold comments received to the developer and the hearing examiner as part of the project record. If additional conditions are added during the hearing process, whether they are added by the city, developer or the hearing examiner, all parties are aware of the requests and the basis for them. I hope this information helps.

Best regards,



Christi Schmidt, AICP, *Senior Planner*



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From: lkussy@aol.com <lkussy@aol.com>

Sent: Monday, August 29, 2022 2:42 PM

To: Christi Schmidt <cschmidt@lakestevenswa.gov>

Subject: Re: City Reply - Revised comments for MDNS on Hisey Preliminary Plat

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Hi Christi,

For some reason I thought that it was an outside group that would be reviewing the comments and not the developer making the decisions to which there will be no change.

-Loretta

In a message dated 8/29/2022 2:01:26 PM Pacific Standard Time, cschmidt@lakestevenswa.gov writes:

Hi Loretta,

According to the City standards it should be a type 3 barricade. See EDDS (Public Works) below.

6-107 Roadway Barricades

Temporary and permanent barricades shall conform to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) and State of Texas.

- A.** Type I or Type II barricades may be used when traffic is not present or when the roadway is under construction/reconstructed.
- B.** Type III barricades shall be used when roadways and/or private property are closed to traffic. Type III barricades may extend completely across the roadway from curb to curb. Where provision must be made for access of vehicles, the Type III barricades may be provided with movable openings when work is not in progress, or with indirect openings that allow traffic to pass around the work area.

6-8

This should be similar to the one on the west of your property. Here is graphic of the type 3 barricade; the area is to also have a 6' cedar fence so the Gambles will not have to view the road stub as requested.



The applicant provided a written response to your request for SEPA mitigation measures, see attached.

Best regards,



Christi Schmidt, AICP, *Senior Planner*

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From: lkussy@aol.com <lkussy@aol.com>

Sent: Sunday, August 28, 2022 11:22 PM

To: Christi Schmidt <cschmidt@lakestevenswa.gov>

Cc: jigamble@frontier.com; Grammanene@hotmail.com

Subject: Revised comments for MDNS on Hisey Preliminary Plat

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Hi Christi,

Please submit these revised comments. I incorporated the language you suggested.

What is a "type 2 barricade". It is on the property line where the development stub road meets the Gambles' back yard?

-Loretta

To whom it may concern:

In addressing the decision makers of JM1 Holdings LLC I am requesting the following mitigation measures and conditions of approval to offset visual impacts and prevent trespassing onto my property and improve safety, etc.

1. I would like to request a hedge of Leyland Cypresses to be planted along the N53*34'56"E 373.95' property line and extending 150 ft along the N80*07'21"W 305.60' property line from the southwest corner of N53*34'56"E and 150 feet along N36*54'43"W. 354.68' property line from the northeast corner of N53*34'56"E about 5 ft from the property line and spaced about 5 ft apart on the Hisey Plat, parcel number 29062000305400.

Leyland Cypresses would provide a natural visual hedge that would not grow to be a hazardous height for the homes of the new development. If Leyland Cypresses are not an option than Red Cedars. The existing surrounding trees will prevent rapid growth of the newly planted trees that is the reasoning for the recommended spacing of 5 ft.

2. I would also like to request that a 6 ft cedar fence along all properties facing track 993, the open space or wetlands area, that will be maintained by the HOA of the new development.

The terrain slopes steeply downhill to a pond and stream on the neighboring parcel, 29062000305300. The pond perimeter has steep sides and a thick muddy bottom. The fence would hopefully prevent any persons, especially children, from accidental drownings.

3. Since there will be habitat removal to build the new homes I would like to recommend at least a dozen bat boxes to be placed in Tract 993.

This will help reduce the mosquito population.

4. Any cedar or other fencing barrier along the property line of parcel #20082000300300 shall be maintained by the HOA of the Hisey Northwest Plat. This is in consideration of the privacy of the owners of parcel #20082000300300

Thank you for your consideration.

Respectfully,
Loretta Kussy

Christi Schmidt

From: Christi Schmidt
Sent: Tuesday, August 30, 2022 2:30 PM
To: ANNETT GAMBLE-OLSON
Cc: lkussy@aol.com
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This will help reduce the mosquito population.

4. Any cedar or other fencing barrier along the property line of parcel #20082000300300 shall be maintained by the HOA of the Hisey Northwest Plat.

This is in consideration of the privacy of the owners of parcel #20082000300300

Thank you for your consideration.

Respectfully,

Loretta Kussy

- c. The applicant submitted a Traffic Impact Analysis and two supplemental memorandums by Gibson Traffic Consultants, dated December 2021, March 14 and 18, 2022 **(Exhibits 6e, 9a and b)**.
- d. The Hisey Development is anticipated to generate 340 daily trips, 27 AM peak hour trips and 36 PM peak-hour trips. The analysis shows the study intersections will operate at acceptable levels of service.
- e. The Traffic Impact Fee Determination Worksheet and Traffic Impact Analysis determined traffic mitigation would total \$124,740 for the project at current fees.
- f. The City has reviewed the traffic fee worksheet and confirmed that it is accurate.

CONCLUSION: The application as conditioned meets the traffic impact standards.

D. STAFF RECOMMENDATION AND CONDITIONS

Permit No. LUA2021-0210 and LUA2021-0212 are hereby **recommended for APPROVAL subject to the following recommended conditions:**

- 1. The preliminary plat and variance approval is contingent upon the concurrent rezone (LUA2021-0211) being approved by the City Council.
- 2. All development shall generally conform to the preliminary plat map received on December 23, 2021 and revised on July 15, 2022 **(Exhibit 5)**. The Planning and Community Development Director may allow minor modifications subject to LSMC 14.16C.025.
- 3. The proponent or successor shall submit applicable construction plans and reports to the city for review and approval including but not limited to stormwater, water, sewer, electrical, grading, erosion control, final mitigation plans and streets.
- 4. The proponent or successor shall submit a final plat map to the city for review and approval after site improvements are completed, approved, and financially secured.
- 5. The applicant shall meet the Lake Stevens Sewer District design regulations and access requirements for the proposed lift station on Tract 999 **(Exhibit 8i)**.
- 6. Fire lane signage shall be posted at intervals no greater than 100'. Post on the hydranted side of road.
- 7. Residential fire sprinklers in compliance with NFPA 13D shall be required in new dwellings on all lots **(Exhibit 5)**.
- 8. A "future road connection" sign shall be installed on the western side of the cedar fence at the terminus of Road B along with a Type III Barricade per the EDDS 6-107, **(Exhibit 8a)**.
- 9. The proponent or successor shall dedicate the proposed public roads to the city of Lake Stevens with recording of the final plat.
- 10. No single driveway shall be less than 10-feet in width and no shared driveway shall be less than 20-feet in width with a minimum 10-foot-wide paved lane per dwelling unit.
- 11. Upon completion of the development improvements, all blanket easements that are no longer applicable shall be extinguished and new easements shall be identified upon the final plat.
- 12. All tracts shall be identified on the final plat document (or as hereafter revised with city approval) and a note shall be included which states what the tracts are permanently reserved for and identifies ownership and maintenance provisions.

13. On-site tree replacement of 525 trees shall occur (per the landscape plans and arborist report) and the remaining 303 required replacement trees shall be provided through the city's replacement in lieu of fund.
14. The applicant shall retain the two large Western red cedar trees close to the east property line at the front or north side of the property next to the Tract 999 (utility tract). During construction no ground disturbance within 16-feet of the trunk face is permitted. A tree protection barrier shall be installed at 16-feet from the trunk face and no grade alteration within the protection area shall occur. (**Exhibit 6f**).
15. The Homeowner's Association established for the Hisey Subdivision shall be responsible for maintenance of planter areas within all rights-of-way. The final plat shall include a note to this effect. A copy of the conditions, covenants and restrictions shall be submitted to the city for review during the final plat process.
16. The proponent or successor shall comply with the recommendations and mitigation measures in the traffic impact analysis dated December 2021 by Gibson Traffic Consultants and the two traffic memorandums dated March 14th and 18th, 2022. Frontage improvements shall be constructed as shown on the preliminary plat received by the city on July 15, 2022 and the construction plans submitted to the city on July 18, 2022.
17. The applicant shall construct a school bus pull out on Machias Cutoff along the property's frontage at a location mutually agreed upon by the Snohomish School District and the applicant. This shall be shown on the construction plans for the project.
18. All construction shall conform to the recommendations in the critical areas report prepared by Wetland Resources on June 24, 2022, the wetland mitigation plan dated June 24, 2022 (submitted on July 18, 2022) and the arborist report dated December 12, 2021, prepared by Layton Tree Consulting, LLC. Any changes to the approved reports require prior approval by the city. All identified critical areas and their buffers shall be protected in NGPA's per city regulations.
19. Along the east side of property adjacent to APN # 29062000300301, the applicant shall install a six-foot cedar fence on top/behind of the rockery wall and across the east side of Road B to provide privacy the existing home to the east.
20. No idling of construction equipment shall occur.
21. The proponent or successor shall pay traffic mitigation fees to mitigate 36 new PM peak hour trips prior to building permit issuance unless deferred pursuant to LSMC 14.124. Mitigation fees are those in effect at the time of building permit issuance.
22. The proponent or successor shall pay park impact fees prior to or at the time of building permit issuance, unless deferred pursuant to LSMC 14.124, for new single-family residences. Mitigation fees are those in effect at the time of payment.
23. The proponent or successor shall pay school impact fees prior to or at the time of building permit issuance to the Snohomish School District and provide proof of payment to the city, unless deferred pursuant to LSMC 14.124, for new single-family residences. Mitigation fees are those in effect at the time of complete building permit application.
24. All utilities shall be placed underground including any existing electric power lines per LSMC 14.60.450.
25. Should archaeological materials (e.g. bones, shell, stone tools, beads, ceramics, old bottles, hearths, etc.) or human remains be observed during project activities, all work in the immediate vicinity should stop. The State Department of Archaeology and Historic Preservation (360-586-3065), the County/City planning office, the affected Tribe(s) and

the county coroner (if applicable) should be contacted immediately in order to help assess the situation and determine how to preserve the resource(s). Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) is required. Failure to comply with this requirement could constitute a Class C Felony.

26. The proponent or successor shall meet all local, state, or federal code requirements.

CITY OF LAKE STEVENS, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Recommendation Completed by



August 30, 2022

Christi Schmidt, *Senior Planner*

Date of Completion

EXHIBITS

1. Staff Recommendation, dated August 30, 2022
2. Application for Preliminary Plat received December 23, 2021
3. Application for Variance received December 23, 2021
4. Determination of Completeness dated January 19, 2022
5. Preliminary Plat map received December 23, 2021 and last revised on July 15, 2022
6. Preliminary Plat and Variance Package
 - a. Preliminary Plat Project Narrative revised on October 19, 2021
 - b. Variance to Increase Retaining Wall Height Narrative received on April 4, 2022
 - c. Landscape Plans revised and dated July 15, 2022
 - d. Critical Area Study and Buffer Mitigation Plan by Wetland Resources, dated June 24, 2022
 1. Mitigation Plans dated June 24, 2022
 - e. Traffic Impact Analysis by Gibson Traffic Consultants, dated December 2021
 - f. Arborist Report by Layton Tree Consulting, LLC, dated December 13, 2021
 - g. Construction Drainage Report by LDC, dated June 2022
 - h. Geotechnical Report by Terra Associates Inc., dated October 12, 2021
 1. Infiltration Infeasibility Letter dated December 3, 2021
 - i. Contingent Sewer Availability Letter dated November 2, 2021
 - j. Water Availability Letter dated November 8, 2021
 - k. Electrical Availability Letter dated August 24, 2022
 - l. Recorded Release and Termination of Easement dated July 14, 2021
 - m. Title Report dated November 1, 2021
 - n. SEPA Checklist dated March 31, 2022
 - o. Variance Wall Heights and Site Sections dated January 25, 2021

- p. Preliminary construction plans received June 10, 2022
- q. Stormwater Pollution Prevention Plan dated December 2021
- 7. Public Notice
 - a. Affidavits
 - b. Combined Notice of Application and Notice of Public Meeting issued on January 20, 2022
 - c. Notice of Public Hearing issued on August 24, 2021
- 8. Public Comments/City Responses and Review Comments
 - a. Annett Gamble email and photos dated February 1, 2022 and city reply
 - b. Loretta Kussy email dated January 26, 2022 and city reply
 - c. Newweezer email dated January 25, 2022 and city reply
 - d. Department of Ecology comments Hisey dated February 2, 2022
 - e. Lake Stevens Sewer District Hisey Annexation Resolution No. 1022 dated March 10, 2022
 - f. Snohomish Regional Fire and Rescue Approval email dated May 4, 2022
 - g. Snohomish School District Comment email dated January 26, 2022
 - h. WSDOT No Comment email dated February 1, 2022
 - i. City Responses and Review Comments
- 9. Traffic Memorandums
 - a. Gibson Traffic Consultants Memorandum 123rd Intersection, dated March 14, 2022
 - b. Gibson Traffic Consultants Memorandum Pedestrian Crossing, dated March 18, 2022
- 10. Frontage Photos dated August 24, 2022
- 11. SEPA Thresholds
 - a. SEPA Exemption Rezone Issued June 23, 2022
 - b. SEPA MDNS and Checklist Issued August 15, 2022
 - c. Email request for mitigation measures Loretta Kussy dated August 26, 2022
 - d. Applicant's response to Loretta Kussy dated August 29, 2022
 - e. Email comment from Annett Gamble and City forwarded to Applicant to be addressed.
 - f. WDFW March 28, 2022 Candidate Species List
 - g. Barred Owl vs Spotted Owl
- 12. City Staff PowerPoint Presentation (to be entered into the record at the public hearing)

Distributed to the Following Parties:

- 1. Rochelle Smith, Applicant, Land Pro Group Inc.
- 2. Annett, John and Jody Gamble, Parties of Record
- 3. Loretta Kussy, Party of Record
- 4. Tom Laufmann, Snohomish School District
- 5. Johnathan Dix, Lake Stevens Sewer District

Christi Schmidt

From: Christi Schmidt
Sent: Tuesday, September 6, 2022 6:55 AM
To: lkussy@aol.com; ANNETT GAMBLE-OLSON
Subject: Final Staff Reports for Hisey Rezone and Preliminary Plat & Variance
Attachments: Exhibit 1 Staff Recommendation Hisey Rezone to HE.pdf; Exhibit 1 Hisey Preliminary Plat and Variance Staff Recommendation to HE.pdf; Exhibit 7c Notice of Public Hearing issued 8-24-22.pdf



Christi Schmidt, AICP, *Senior Planner*

City of Lake Stevens | Planning and Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258
(425) 622-9438
cschmidt@lakestevenswa.gov

NOTICE: All emails and attachments sent to and from the city of Lake Stevens are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

From: Christi Schmidt
Sent: Tuesday, August 30, 2022 4:28 PM
To: Rochelle Smith <rsmith@landprogrp.com>; Patrick McCourt (pmccourt@landprogrp.com) <pmccourt@landprogrp.com>
Cc: Mark Villwock <mvillwock@ldccorp.com>; Ryan Larsen (rlarsen@landprogrp.com) <rlarsen@landprogrp.com>; Jennie Fenrich <jfenrich@lakestevenswa.gov>
Subject: Final Staff Reports for Hisey Rezone and Preliminary Plat & Variance

Good morning,
Here are the staff reports for the rezone and plat as previously discussed and email your several conditions of approval to address screening for both the western and eastern boundaries are included.

Best regards,



Christi Schmidt, AICP, *Senior Planner*

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From: Christi Schmidt

Sent: Tuesday, August 30, 2022 8:45 AM

To: Rochelle Smith <rsmith@landprogrp.com>; Patrick McCourt (pmccourt@landprogrp.com) <pmccourt@landprogrp.com>

Cc: Mark Villwock <mvillwock@ldccorp.com>; Ryan Larsen (rlarsen@landprogrp.com) <rlarsen@landprogrp.com>

Subject: For your review - Draft HE Recommended Conditions of Approval - Hisey

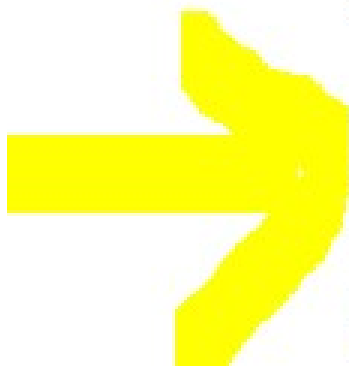
Hi Rochelle and Patrick,

To follow up with my conversation this morning with Rochelle regarding the upcoming Hisey public hearing on 9-6. I am have attached the draft staff report conditions of approval for your review and comment. If you have any questions or concerns regarding the conditions please let me know asap so we can coordinate a resolution or amended condition prior to the hearing. Also, I have asked for a final check on the civils plans to provide your team any further revisions to finalize the concurrent review process in order to be timely with the rezone and plat review process.

Please specifically see condition no. 14 about the retention of the two large wester red cedars noted on page 4 of the report (see below). In my review of the arborist report they are noted as outside of the clearing limits and not accounted for in the proposed tree removal and replacement factor/ratio:

Discussion/Recommendations

The removal of the problematic identified above is recommended to maintain risk at



A few neighboring trees will be impacted. Western red cedar trees close to the east side of the proposed utility tract. Ground excav



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Name	Date modified	Type	Size
 5 Hisey I - 300' Radius Search 2906200030...	1/13/2022 11:26 AM	Microsoft Excel C...	7 KB
 Affidavit of Notice Hisey Plat and Rezone...	1/31/2022 3:03 PM	Microsoft Edge P...	60 KB
 Email to publish NOA to Everett Herald.pdf	2/2/2022 9:53 AM	Microsoft Edge P...	908 KB
 Herald confirmation of publication.pdf	1/19/2022 2:15 PM	Microsoft Edge P...	1,117 KB
 Hisey - Sign Affidavit of Posting (SIGNED...	8/15/2022 4:04 PM	Microsoft Edge P...	774 KB
 LUA2021-0210 NOPH Hisey.pdf	8/19/2022 4:25 PM	Microsoft Edge P...	218 KB
 LUA2021-0210 NOPH.doc	8/19/2022 4:24 PM	Microsoft Word 9...	58 KB
 LUA2022-0210-0211 NOPH Post Card.docx	8/19/2022 4:24 PM	Microsoft Word D...	30 KB
 Mailing labels.docx	9/27/2022 1:59 PM	Microsoft Word D...	14 KB
 Party of Record List_Hisey.xlsx	9/6/2022 5:25 PM	Microsoft Excel W...	12 KB
 Re Parties of Interest - SEPA MDNS Issuan...	9/6/2022 5:10 PM	Outlook Item	719 KB
 Sample_LUA2020-0139 NOPH.pdf	8/19/2022 2:43 PM	Microsoft Edge P...	172 KB
 TrackingDataClick2MailOrder16338567_V...	9/7/2022 9:49 AM	Microsoft Edge P...	21 KB

Exhibit 20

Photo of Updated Excel POR on 9-6-22

E33					
	A	B	C	D	E
1	Party of Record Public Notice List - Hisey				
2					
3	Name	Address	City, State, Zip	Phone	Email
4	John and Jody Gamble	1516 123rd Avenue SE	Lake Stevens, WA 98258		
5	Annett Gamble-Olson	17209 123rd Ave NE	Arlington	360-435-5097	ols0nfam55@aol.com
6	Loretta Kussey	11916 Machias Cutoff	Lake Stevens, WA 98258	425-327-2357	lkussy@aol.com
7					
8					
9					
10					
11					
12					
13					
14	Annett Gamble-Olson				
15	17209 123rd Ave NE				
16	Arlington, WA 98223				
17	received on 9-6-22				
18					

Christi Schmidt

From: Christi Schmidt
Sent: Tuesday, September 6, 2022 1:59 PM
To: lkussy@aol.com; ols0nfam55@aol.com
Cc: Russell Wright; David Levitan; Jennie Fenrich
Subject: City reply: Final Staff Reports for Hisey Rezone and Preliminary Plat & Variance
Attachments: Exhibit 7c Notice of Public Hearing issued 8-24-22.pdf; Exhibit 1 Hisey Preliminary Plat and Variance Staff Recommendation to HE.pdf; Exhibit 1 Staff Recommendation Hisey Rezone to HE.pdf; Exhibit 8a Annett, John and Jody Gamble Comments 2-1 and City Response 2-3.pdf; Exhibit 8b Loretta Kussy email and city reply 1-27-22.pdf; Exhibit 8c newweezer email 1-25-22 comment and city reply.pdf; Exhibit 11c Email from Loretta Kussy SEPA Mitigation Measures 8-25-22.pdf; Exhibit 11d Applicant Response 8-29-22 to MDNS Comment - Loretta Kussy.pdf; Exhibit 11e Email from Annett Gamble regarding SEPA MDNS and owl on property.pdf

Hi Loretta and Annett,

The Notice was mailed on 8-24-22, published and posted; I have heard from others. The public hearing was at 11 am this morning for the rezone and then the preliminary plat – two separate hearings. Both of your written comments were entered as formal exhibits into the hearing examiner record; this is best to have it in writing and entered into the record – I attached the exhibits so you can see your all concerns were contained in the file record. Conditions of approval were added as we discussed and emailed last week between you both.

The City council will have the final decision on the rezone – the plat will not be approved unless the rezone is approved. That public meeting before the city council for the review of the rezone has not been set and will be set and a separate public meeting notice will be sent only after the Hearing Examiner issues a recommendation on the rezone and he has two weeks to issue it. The Staff reports for both the preliminary plat and rezone was issued online under both the preliminary plat and the rezone permit numbers - LUA2021-0210 and LUA2021-0212 and your individual conditions were emailed to you as well as responses to the your SEPA MDNS comments.

I hope this information helps.



Christi Schmidt, AICP, *Senior Planner*

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cschmidt@lakestevenswa.gov

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From: lkussy@aol.com <lkussy@aol.com>
Sent: Tuesday, September 6, 2022 12:53 PM
To: Christi Schmidt <cschmidt@lakestevenswa.gov>; ols0nfam55@aol.com
Subject: Re: Final Staff Reports for Hisey Rezone and Preliminary Plat & Variance

Hi Christi,

Thank you for the information. Why did I not receive a notice of the meeting tonight. I assume it is to be a public meeting. What time and location is the meeting?

-Loretta

In a message dated 9/6/2022 6:54:46 AM Pacific Standard Time, cschmidt@lakestevenswa.gov writes:

Christi Schmidt, AICP, *Senior Planner*



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From: Christi Schmidt

Sent: Tuesday, August 30, 2022 4:28 PM

To: Rochelle Smith <rsmith@landprogrp.com>; Patrick McCourt (pmccourt@landprogrp.com) <pmccourt@landprogrp.com>

Cc: Mark Villwock <mvillwock@ldccorp.com>; Ryan Larsen (rlarsen@landprogrp.com) <rlarsen@landprogrp.com>; Jennie Fenrich <jfenrich@lakestevenswa.gov>

Subject: Final Staff Reports for Hisey Rezone and Preliminary Plat & Variance

Good morning,

Here are the staff reports for the rezone and plat as previously discussed and email your several conditions of approval to address screening for both the western and eastern boundaries are included.

Best regards,

Christi Schmidt, AICP, *Senior Planner*



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From: Christi Schmidt

Sent: Tuesday, August 30, 2022 8:45 AM

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Cc: Mark Villwock <mvillwock@ldccorp.com>; Ryan Larsen (rlarsen@landprogrp.com) <rlarsen@landprogrp.com>

Subject: For your review - Draft HE Recommended Conditions of Approval - Hisey

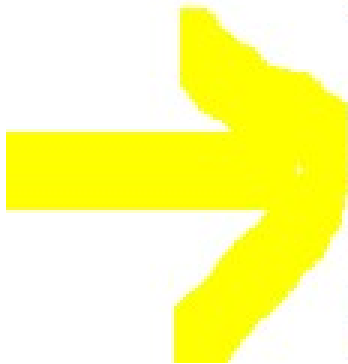
Hi Rochelle and Patrick,

To follow up with my conversation this morning with Rochelle regarding the upcoming Hisey public hearing on 9-6. I have attached the draft staff report conditions of approval for your review and comment. If you have any questions or concerns regarding the conditions please let me know asap so we can coordinate a resolution or amended condition prior to the hearing. Also, I have asked for a final check on the civils plans to provide your team any further revisions to finalize the concurrent review process in order to be timely with the rezone and plat review process.

Please specifically see condition no. 14 about the retention of the two large western red cedars noted on page 4 of the report (see below). In my review of the arborist report they are noted as outside of the clearing limits and not accounted for in the proposed tree removal and replacement factor/ratio:

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A few neighboring trees will be impacted. Western red cedar trees close to the easement the proposed utility tract. Ground excavation

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Exhibit 22

Link to City Council Hybrid Meeting October 11, 2022

https://www.youtube.com/watch?v=5Ux_HlKbhEU

Christi Schmidt

From: Christi Schmidt
Sent: Tuesday, September 6, 2022 2:14 PM
To: ANNETT GAMBLE-OLSON
Subject: RE: Parties of Interest - SEPA MDNS Issuance for Hisey Preliminary Plat - City of Lake Stevens
Attachments: 9-6-22 Biologist Response Memo_Owl Habitat Hisey Proposed Plat.pdf

Hi Annett,

The biologist responded with a letter and will be conducting a habitat assessment of the Hisey property.



Christi Schmidt, AICP, *Senior Planner*

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From: ANNETT GAMBLE-OLSON <ols0nfam55@aol.com>
Sent: Sunday, August 28, 2022 7:57 PM
To: Christi Schmidt <cschmidt@lakestevenswa.gov>
Subject: Re: Parties of Interest - SEPA MDNS Issuance for Hisey Preliminary Plat - City of Lake Stevens

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.

Christi,

Here is a picture of the owl I mentioned at the zoom meeting you held that included the developers representative. This owl lives at the Hisey/ Gamble properties. This was taken outside the living room window in May of 2022.

-Annett



[Sent from the all new AOL app for Android](#)

On Mon, Aug 15, 2022 at 11:50 AM, Christi Schmidt
<cschmidt@lakestevenswa.gov> wrote:

Good morning,

I just wanted to confirm your receipt of notice for the SEPA Issuance as a party of interest/record on this proposal.

Best regards,

Christi Schmidt, AICP, *Senior Planner*



City of Lake Stevens | Planning and Community Development

1812 Main Street | PO Box 257

Lake Stevens, WA 98258

(425) 622-9438

cschmidt@lakestevenswa.gov

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September 6, 2022

Hisey I, LLC
c/o Land Pro Group, Inc.
10515 20th Street SE, Suite 202
Lake Stevens, WA 98258

RE: Barred Owl Sighting at Hisey/Gamble Properties

It has been brought to the attention of Hisey I, LLC and the City of Lake Stevens that a barred owl (*Strix varia*) was observed in the vicinity of the Hisey property located southeast of the intersection of Machias Cutoff and 121st Avenue SE, in the city limits of Lake Stevens, WA (Snohomish County parcel number 29062000305400). Barred owls are not native to western Washington and are not protected by Washington Department of Fish and Wildlife; however, they are protected under the Migratory Bird Treaty Act (MBTA). The MBTA protects nesting habitats for barred owls during the nesting season which extends from December to March. A habitat assessment of the subject property will be undertaken prior to full approval of the construction plan. The habitat assessment will evaluate the site for signs of barred owl nesting or potential barred owl nesting habitats. If nesting habitat or sign is observed, the construction timing of the Hisey development will be limited to non-nesting months to provide the necessary protection to nesting barred owls.

Wetland Resources, Inc.

Eamonn Collins
Associate Ecologist

BEFORE THE HEARING EXAMINER FOR THE CITY OF LAKE STEVENS

In the Matter of the Application of	)	Nos. LUA2021-0210, -0211 and -0212
	)	
Rochelle Smith, Land Pro group, Inc.	)	Hisey Subdivision
on behalf of JM1 Holdings, LLC	)	
	)	
	)	
For Approval of a Preliminary Plat, Variance, and Site-Specific Rezone	)	DECISION ON REQUEST FOR RECONSIDERATION

TO: PARTIES OF RECORD

BACKGROUND

On September 6, 2022, the City of Lake Stevens Hearing Examiner held two open record hearings on the above referenced matters utilizing a hybrid approach allowing participation in person or through remote access technology. The Hearing Examiner reviewed the request for a preliminary plat and variance (the first matter) concurrently with the request for a site-specific rezone (the second matter) and issued a decision on the plat proposal and a recommendation to the Lake Stevens City Council on the rezone request. Specifically, the Hearing Examiner considered a request by Rochelle Smith, on behalf of JM1 Holdings, LLC (Applicant) for a site-specific rezone to rezone an approximately 11.22-acre undeveloped parcel, located to the south of the intersection at Machias Cutoff and 121st Street, from the R6 zoning designation to the R8-12 zoning designation. The Hearing Examiner also considered a preliminary plat and variance to create a 36-unit subdivision for single-family residential development on 5.3 acres of the same 11.22-acre property that was the subject of the request for approval of a rezone. *Hisey Site-Specific Rezone, Findings, Conclusion, and Decision (No. LUA2021-0211), dated September 23, 2022; Hisey Subdivision, Findings, Conclusions, and Decision (Nos. LUA2021-0210 and -0212), dated September 23, 2022.*

In advance of the open record hearings on these matters, the Hearing Examiner reviewed several exhibits, including the application materials themselves; documents related to the environmental review of the proposals under the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW); technical reports; notice materials; project plans; numerous comments on the proposals from members of the public and from reviewing agencies and tribes; and responses to the submitted comments from the City of Lake Stevens (City) and the Applicant. At the September 6, 2022, hearings, the Hearing Examiner heard testimony from City staff and members of the Applicant team. No members of the public participated in either open record hearing on these matters.

*Decision On Request for Reconsideration
City of Lake Stevens Hearing Examiner
Hisey Subdivision
No. LUA2021-0210, -0211 and -0212*

The Hearing Examiner's plat decision and rezone recommendation describe, in detail, the comments opposing the preliminary plat and rezone requests from members of the public that were submitted in advance of the hearing, as well as the Applicant's and City's responses thereto. In summary, these concerns generally related to: the density of the proposed development; its compatibility with the existing character of the neighborhood; the proposals' traffic and pedestrian safety impacts; the proposals' impacts to wetlands and wildlife; and concern over a retaining wall that would be constructed on the property. In approving the preliminary plat request and recommending approval of the rezone, the Hearing Examiner determined that these concerns would be adequately addressed through the project's compliance with applicable municipal code requirements and/or through the conditions imposed as part of the preliminary plat approval and/or approval of the requested rezone. *Hisey Site-Specific Rezone, Findings, Conclusion, and Decision (No. LUA2021-0211), dated September 23, 2022; Hisey Subdivision, Findings, Conclusions, and Decision (Nos. LUA2021-0210 and -0212), dated September 23, 2022.*

RECONSIDERATION

Lake Stevens Municipal Code (LSMC) 14.16B.350(e) provides:

Any person who presented or commented at the hearing may file a written request with the Hearing Examiner for reconsideration within 10 business days of the date of the Hearing Examiner's decision. The request shall explicitly set forth alleged errors of procedure or fact. Comments shall be requested from affected parties of record and reviewing City departments on the petition for reconsideration. Comments shall be received within 14 days. The Hearing Examiner shall act [thereafter] by denying the request, issuing a revised decision, or calling for an additional public hearing.

LSMC 14.16B.350(e)(1) provides that the grounds for reconsideration are limited to the following:

- (i) The Hearing Examiner exceeded his or her jurisdiction;
- (ii) The Hearing Examiner failed to follow the applicable procedure in reaching his or her decision;
- (iii) The Hearing Examiner committed an error of law or misinterpreted the applicable city regulation, ordinance or other state law or regulation;
- (iv) The Hearing Examiner's findings, conclusions and/or conditions are not supported by the record; and/or
- (v) Newly discovered evidence alleged to be material to the Hearing Examiner's decision which could not reasonably have been produced prior to the Hearing Examiner's decision.

Reconsideration Request

The City received a request for reconsideration of the Hearing Examiner's September 23, 2022, decisions from Annett Gamble-Olson, which the City determined to be timely submitted. It is

*Decision On Request for Reconsideration
City of Lake Stevens Hearing Examiner
Hisey Subdivision
No. LUA2021-0210, -0211 and -0212*

unclear which decision/recommendation was being requested for reconsideration here, so both matters are being addressed. Ms. Gamble-Olson is a party of record¹ who has standing to request reconsideration of the plat decision and rezone recommendation under LSMC 14.16B.450(f). The concerns raised in the reconsideration requests submitted by Ms. Gamble-Olson largely reiterate the concerns raised prior to the open record hearing.

Specifically:

- The City did not properly notify all parties of record about the open record hearing and the hearing should be held at a time when members of the public can attend the meeting. Several members of the public did not recall receiving the postcard notification.
- The City Council has not provided additional opportunities for members of the public to comment on the site-specific rezone request.
- The proposed development is not compatible with the surrounding area, which primarily consists of single-family residences at a lower density.
- Traffic impacts on 123rd Avenue SE and Machias Cutoff need to be reevaluated as the calculations were made with the decreased traffic levels associated with the COVID-19 pandemic.
- The southern portion of the property is not more severe than typical. The Applicant knew of the slope when purchasing the property and it would be a special privilege to allow the property to be rezoned.
- The Gamble property would face more significant hardships than indicated by City staff. The retaining wall would directly face the Gamble front yard. The proposed road would cut the buildable land of the property cut in half by the public road.
- There are properties more suitable for residential development in the Lake Stevens Urban Growth Area (UGA).
- The presence of the Barred Owl, a species protected under the Migratory Bird Treaty Act, was not clearly considered. The Applicant should be required to determine whether the owl is present on the property and time land clearing to avoid nesting periods if an owl is determined to be nesting on the property.

Reconsideration Request, received September 23, 2022.

¹ LSMC 14.08.010 defines *party of record* as:

- (a) The applicant and any appellant;
- (b) Any person who submitted written comments to the department prior to a Type I or Type II decision;
- (c) Any person, City department and/or public agency who individually submitted written comments or testified at the open record hearing (excluding persons who have only signed petitions or mechanically produced form letters); and
- (d) Any person, City department and/or public agency who specifically requests notice of decision by entering their name and mailing address on a register provided for such person at the open record hearing.

Response

On October 14, 2022, the Applicant submitted a response to the request for reconsideration, which asserted that the request would not meet the standards for correcting or amending the decision under LSMC 14.16B.350(e)(1). Specifically, the Applicant argued:

- Mailed notice is a reasonable method to give notice, but it is not required.
- A rezone does not require a concurrent amendment to change the land use designation for the property.
- The City Council makes a decision based on a recommendation from the Hearing Examiner, which considers the recommendation from staff, as well as public testimony received at the public hearing.
- Based on the Comprehensive Plan, the densities within the R6 and R8-12 zones are compatible and consistent with the densities envisioned in the Medium Density Residential land use designation.
- The Hearing Examiner is limited by the decision criteria in LSMC 14.16C.090(g) in reaching its rezone decision. The criteria do not address whether the rezone would preserve and promote the character of the existing neighborhood.
- The traffic consultant indicated that the original October 2021 analysis was analyzed further using additional data collected in April 2022, which showed that the October 2021 traffic volumes were higher than those in April 2022. The traffic consultant's study and supplemental analysis was completed in conformance with international standards (ITE Manual) and local direction from the City.
- The road and other infrastructure improvements combined with the slope of the property necessitate the variance, not the added density.
- The Applicant and the City carefully considered the location of Road B. The City determined that the connection was necessary for future connectivity as the area continues to develop.
- There are no criteria for a site-specific rezone that allows the Hearing Examiner to consider the availability, suitability, or desirability of the rezone against unnamed, unknown speculative future development proposals that have not been submitted.
- The recommended condition to complete a habitat assessment to determine if Barred owls are present on the site and, if nests are present, to avoid nests during construction, would be enforced via site inspections by the City during construction.

Applicant Response to Reconsideration, dated October 14, 2022.

On October 20, 2022, the City submitted a response to the request for reconsideration, which also asserted that the requests would not meet the standards for correcting or amending the decision under LSMC 14.16B.350(e)(1). Specifically, the City noted that:

- The City met notice requirements through its public notification of the application and hearing and through personal communications with the parties of record. Notice of the Public Hearing was posted, published, uploaded to the project page on Citizen Connect, and mailed to property owners within 300 feet of the subject property. Tracing data confirmed delivery of the public hearing notices to the parties of record. City staff

*Decision On Request for Reconsideration
City of Lake Stevens Hearing Examiner
Hisey Subdivision
No. LUA2021-0210, -0211 and -0212*

mailed copies of the staff report to the parties of record a week before the open record public hearing.

- There are four opportunities for interested parties to provide comments before a Hearing Examiner decision is issued, including following the Notice of Application, following the Notice of Public Hearing, at the open record public hearing, and after the SEPA threshold determination is issued. The decision and recommendation of the Hearing Examiner are consistent with the state statute and city codes.
- The proposed R8-12 rezone is consistent with the City's Comprehensive Plan. Specific goals were addressed in the staff recommendation. Compatibility of the proposal with site specific conditions, topography, traffic, and environmental concerns is documented in the staff report.
- City staff would coordinate with the Applicant to implement conditions of approval related to the Habitat Assessment prior to any construction activity.

City Response to Reconsideration, dated October 20, 2022.

DECISION

Requests for reconsideration must “explicitly set forth alleged errors of procedure or fact.” *LSMC 14.16B.350(e)*. This process does not entail revisiting issues addressed in the Hearing Examiner's decision based on a disagreement with the Hearing Examiner's analysis or the decision's outcome absent such errors. The Hearing Examiner has reviewed the requests for reconsideration submitted by the party of record and determines that she does not identify procedural errors, legal errors, factual errors, or new evidence warranting a correction or amendment of the plat decision and rezone recommendations from September 23, 2022. Issues regarding notice of the application and associated hearing and those regarding the project's traffic impacts, the density of the proposed development, its compatibility with the existing character of the neighborhood, the proposal's traffic and pedestrian safety impacts, the proposal's impacts to wetlands and wildlife, and concerns about the retaining wall were adequately addressed in the decision.

Although the Hearing Examiner's decision did not specifically address Ms. Gamble-Olson's observation regarding the potential presence of Barred owl habitat on-site, the requests for reconsideration do not identify any legal error with respect to this issue. The Hearing Examiner notes in this regard that, although the City's critical areas ordinance contains provisions addressing the protection of priority habitat for endangered or threatened species, *see e.g.*, *LSMC 14.88.400(a)*, the record does not indicate that Barred owls are an endangered or threatened species triggering these provisions. Moreover, the Hearing Examiner takes judicial notice that WDFW does not identify Barred owls as a state-listed endangered or threatened species.² Ms. Gamble-Olson also acknowledges that Barred owls are not a protected species under state or local law. In addition, the Applicant would complete a habitat assessment to determine whether

² WDFW's threatened and endangered species list is available at: <https://wdfw.wa.gov/species-habitats/at-risk/listed>.

Barred owls are present on the subject property and, if owls are present on the property, would develop a plan to avoid nesting during construction activities. Having determined that the request for reconsideration do not identify errors or new evidence warranting a correction or amendment to the Hearing Examiner's issued plat decision and reconsideration recommendation from September 23, 2022, the Hearing Examiner confirms the original plat decision and site-specific rezone recommendation and **DENIES** the request for reconsideration.

DECIDED this 7th day of November 2022.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center



One Community Around The Lake

LUA2021-0211 Hisey Rezone

CITY COUNCIL

CLOSED RECORD PUBLIC HEARING

NOVEMBER 8, 2022

Findings & HE Recommendation

- On October 6, 2022 Reconsideration request filed
- On October 11, 2022 HE issued Request for Comments
- On October 11, 2022 City Council continued rezone hearing to November 8, 2022
- On October 20, 2022 all parties submitted comments
- On November 7, 2022 HE issued a decision denying the reconsideration upholding HE original decisions/recommendation

Rezone Information

- **Applicant – Rochelle Smith, LLC of Land Pro Group, Inc.**
- **Property Owner – JM1 Holdings, LLC**
- **Property Address – An undeveloped parcel along Machias Cutoff, Lake Stevens, WA / APN: 29062000305400**
- **Property Size – 11.22 acres on one parcel**
- **Plans to develop property under preliminary plat for a 36-lot cluster subdivision**

Vicinity Map

Property was annexed
into the City 2021



Process

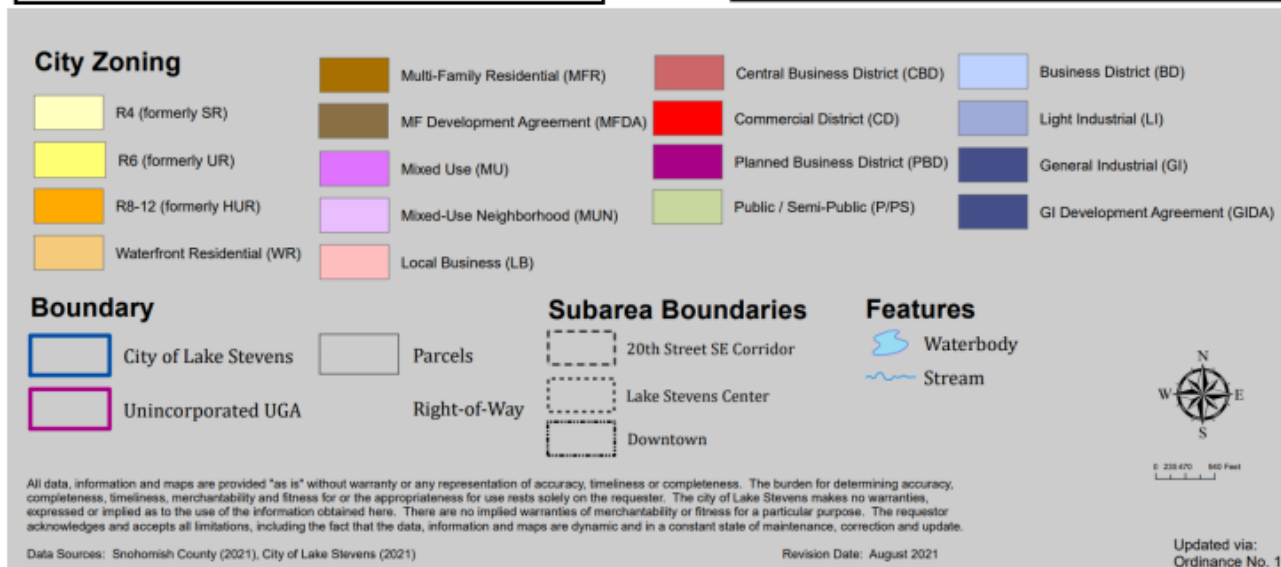
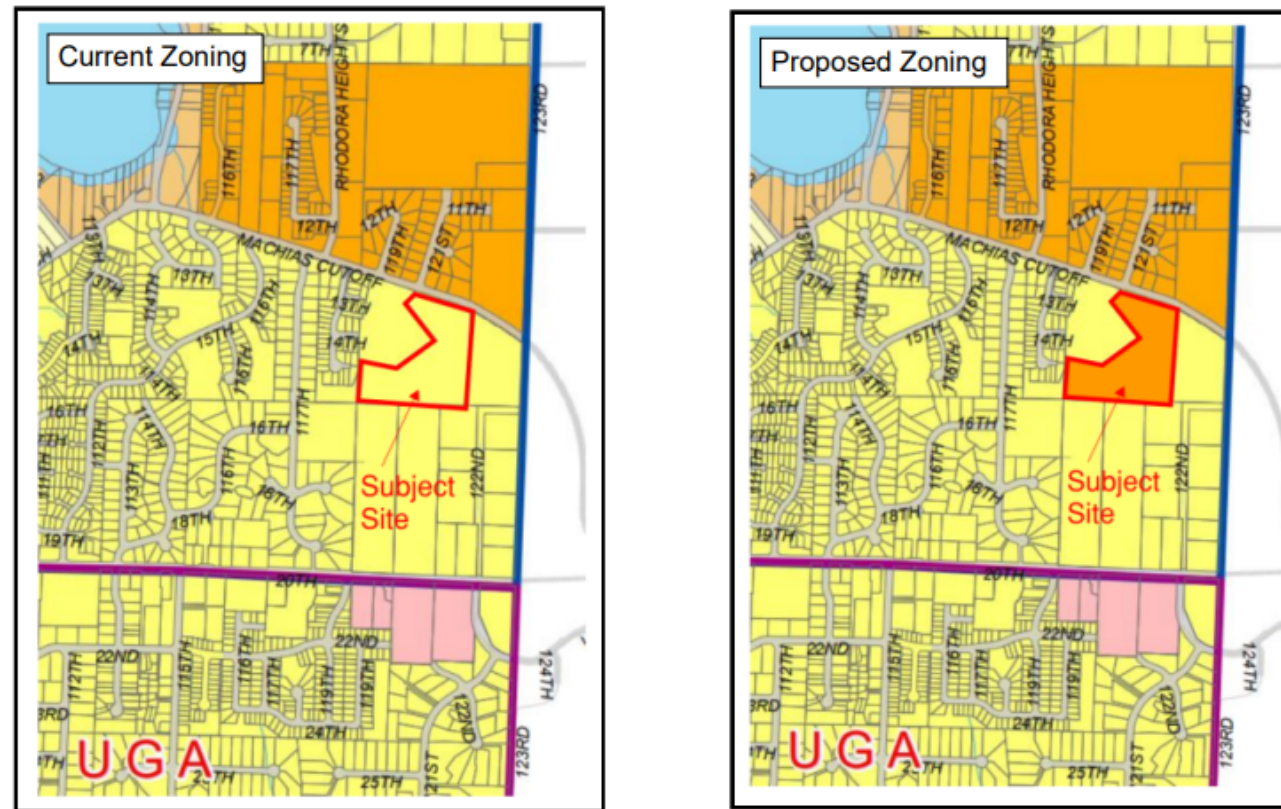
- Application received December 23, 2021
- Application and hearing publicly noticed
- Public meeting held on February 3, 2022
- Rezone is a Type IV permit with HE Recommendation to City Council. City Council makes final decision.
- Rezone determined exempt from SEPA per WAC 197-11-800(6)(c)(ii) – Land Use Decisions
- Public Hearing on September 6, 2022

Rezone Information

- **Comp Plan Designation – Medium Density Residential – No change proposed to this**
- **Current Zoning – R6**
- **Proposed Zoning – R8-12**
- **Per LSMC Table 14.36-I, the proposed zoning district is compatible with the MDR land use designation**

Hisey Rezone Map

- * Existing Zoning R6
- * Proposed Zoning R8-12
- * Site 11.22 Acres



Comprehensive Plan Land Use Designation

2021 Comprehensive Plan Land Use Designations and UGA Predesignations

Land Use Designations

- Med Density Residential (MDR)
- Waterfront Residential (WR)
- High Density Residential (HDR)

Local Commercial (LC)

Mixed Use (MU)

Commercial

Downtown / Local Commerce (D/LC)

Planned Business District (PBD)

Light Industrial (LI)

General Industrial (GI)

GI Development Agreement (GIDA)

Public / Semi-Public (P/SP)

Boundary

City of Lake Stevens

Unincorporated UGA

Parcels

Right-of-Way

Subarea Boundaries

20th Street SE Corridor

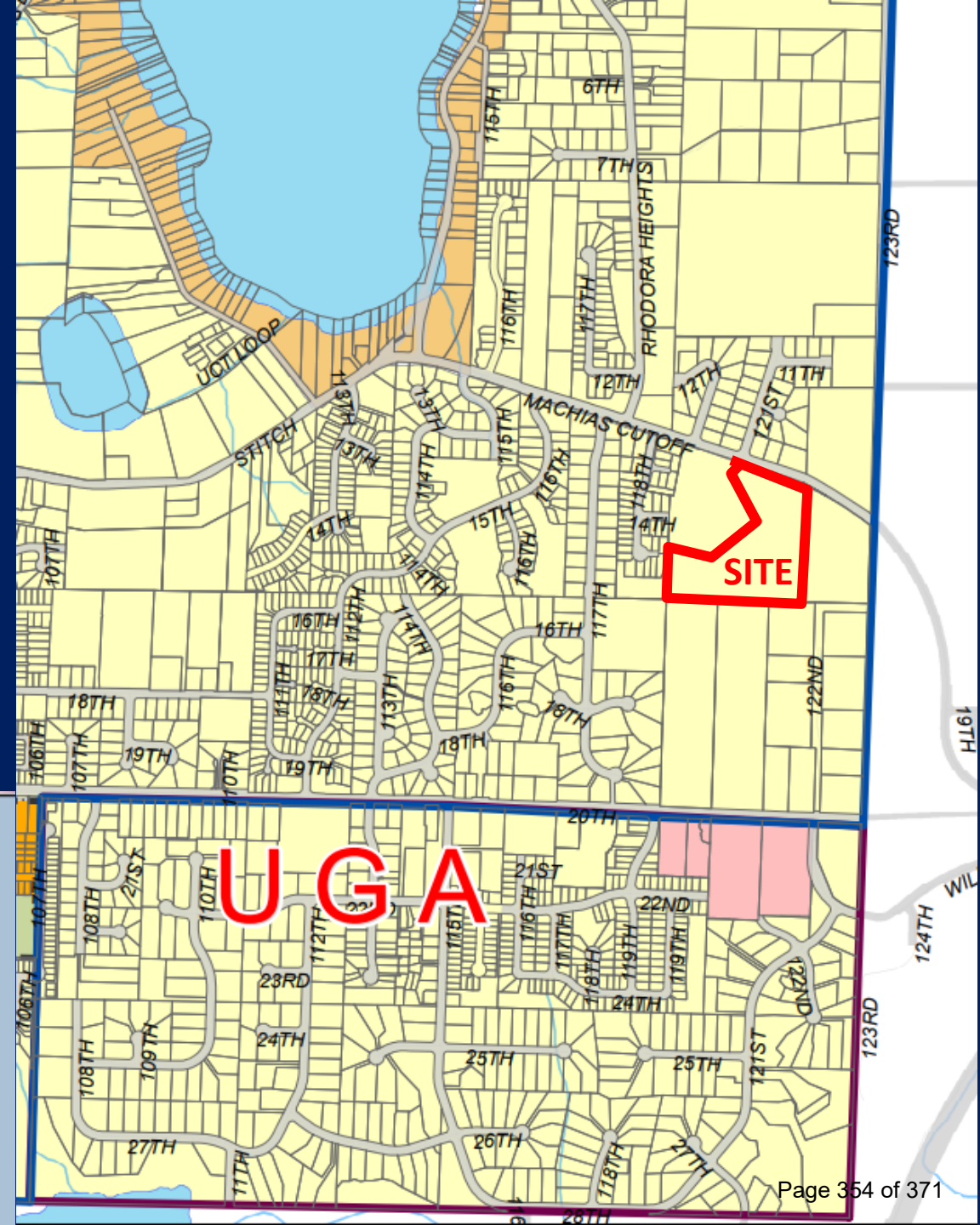
Downtown Lake Stevens

Lake Stevens Center

Features

Waterbody

Stream



Background

- **Proposed density under R8-12 if approved is 36 du**
- **2 wetlands & 2 unregulated watercourses on property. 2 off-site wetland with on-site 110' buffers –reviewed under plat application.**
- **36 new PM Peak Hours vehicular trips under R8-12. Increase of 9 PM Peak trips over R6 zone.**

Findings & HE Recommendation

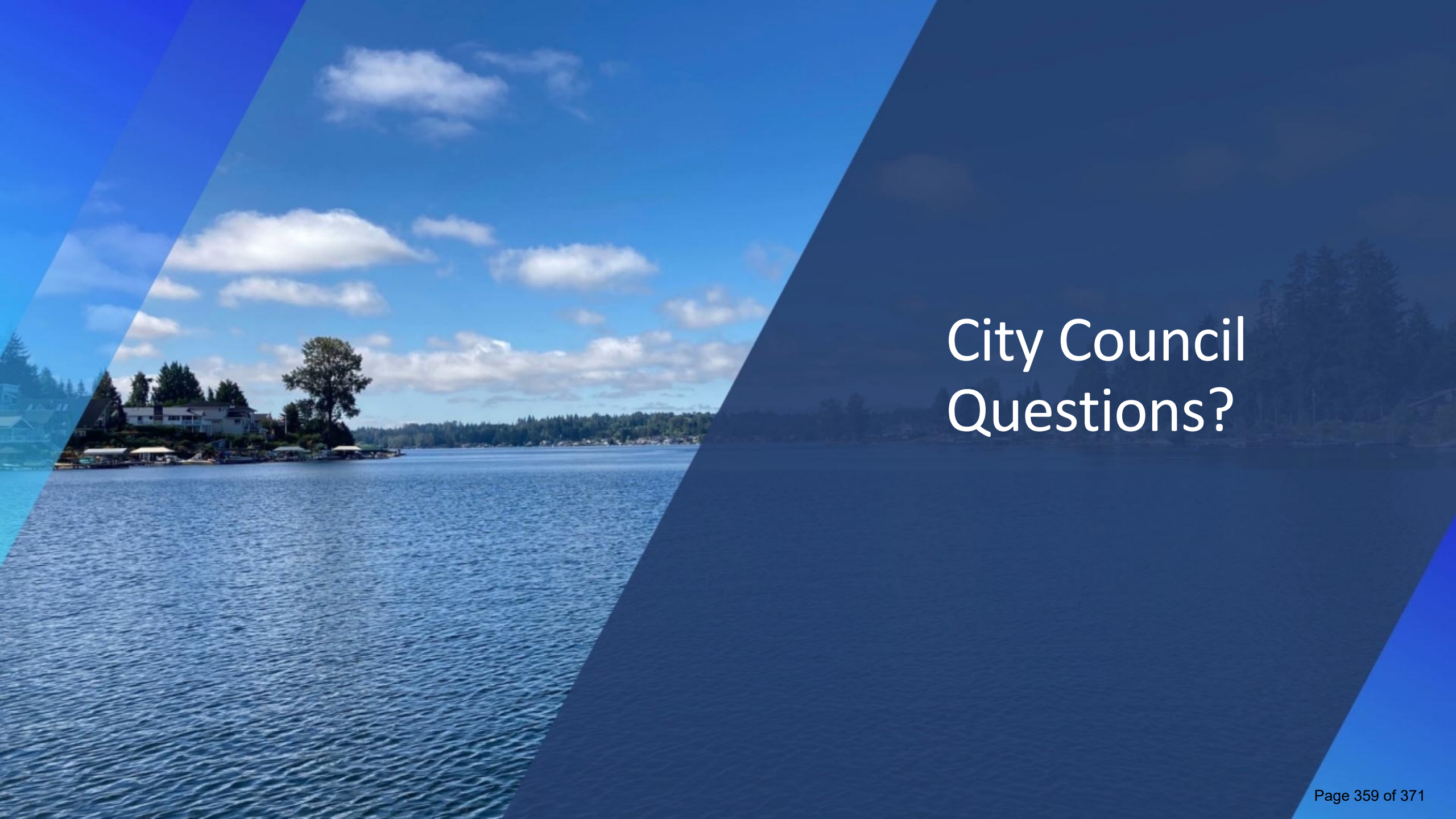
- **As noted in the HE Recommendation, the rezone meets the approval criteria for rezones found in LSMC 14.16C.090**
- **Meets SEPA and public notice requirements**
- **On September 23, 2022 HE Decision recommended conditional approval (Exhibit B)**
- **By September 30, 2022 notice published, posted and mailed for October 11, 2022 city council rezone hearing**

Rezone Decision Criteria

- 1. Site-specific rezone that conforms to the Comprehensive Plan**
- 2. In compliance with GMA**
- 3. Advances the public health, safety, and welfare**
- 4. The amendment is consistent with a need to plan for additional residential property based on growth targets**

Rezone Decision Criteria Cont'd.

- 5. There is adequate area to develop per the standards in the proposed zoning district**
- 6. Will not be materially detrimental**
- 7. Adequate infrastructure to serve the site. Annexed into LSSD in March 2022.**
- 8. Environmental impacts can be mitigated**
- 9. Amendment complies with rezoning regulations**



City Council Questions?

CITY COUNCIL STAFF REPORT



Agenda Date: 11/8/2022

Subject: Draft Ordinance for Short Term Rentals Code Amendment (LUA2022-0046)

Contact Person/Department: David Levitan, Community Development

Budget Impact: N/A.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

No formal action is required. Councilmembers are asked to review and provide any final comments on an updated draft of Ordinance 1139 (Short-Term Rentals Code Amendment), which incorporates changes requested during a November 1 Council work session and is scheduled for a public hearing on November 15. Staff is also requesting Council feedback on whether the previously discussed initial application fee of \$200 should be increased, based on the proposed change to a Type II review process.

SUMMARY/BACKGROUND:

On October 25, the City Council approved a motion to continue the public hearing for the short-term rentals code amendment (LUA2022-0079) to November 15 to allow for an additional work session on November 1. During that work session, councilmembers requested several changes to the code language in the October 25 version of Ordinance 1139, which are shown as track changes in Attachment 1 and are detailed below.

Section 2: Definitions (LSMC 14.08)

- Revise the definition of "Short-term rental operator or operator" to remove references to long-term tenants as potential operators.

Section 3: Administration and Procedures (LSMC 14.16A)

- Change the review process for a short-term rental from a Type I to a Type II, as shown in Table 14.16A-I.

Section 4: Permissible Uses (LSMC 14.40)

- Update footnote 8 for "Short-Term Rentals" in Table 14.40-I to note that the use is outright permitted in identified zoning district but subject to a Type II review process (recommended by staff for additional clarity).

Section 5: Short-Term Rentals Supplementary Use Regulations (LSMC 14.44.064)

- Subsection (a)(1): Change the review process from a Type I permit to a Type II permit, with updated LSMC references.
- Subsection (b)(3): Revise to clarify that the intent of short-term rentals is to provide lodging of less than 30 days, and that gatherings for direct or indirect compensation are prohibited.
- Subsection (d)(6): Add language specifically referencing the insurance requirements found in Chapter 64.37 RCW.
- Subsection (e)(4): Change the period (from two years to one year) that the owner of a property with a revoked short-term rental permit must wait to apply for a new short-term rental permit.

Councilmembers are requested to review the changes to Ordinance 1139 and identify any additional edits before the scheduled November 15 public hearing. Staff is also requesting Council feedback on whether the initial application fee for short-term rentals should be increased from the previously discussed \$200 (with an annual renewal fee of \$100), which was based on a proposed hourly fee of \$100 and an assumed Type I review process.

Type II permits have additional costs for staff time and project materials (notice mailings and signs). Per the [current fees resolution](#), Type II permit costs range from \$150 (plus any staff time beyond two hours) for a site plan review to \$500 for a shoreline substantial development permit (for detached single-family residences) to \$1000 for administrative variances and major land disturbances. Staff believes that a fee of \$400 to \$500 would more accurately capture the amount of staff time needed for the initial Type II application, and is requesting Council feedback on an appropriate fee. The short-term rental permit fee will be incorporated into Resolution 2022-14 (updated fee schedule), which is scheduled to be adopted at the November 15 meeting.

APPLICABLE CITY POLICIES:

LSMC 14.44.064

ATTACHMENTS:

1. Attachment 1 - Ordinance 1139 with November 1 Track Changes

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 revised code language; and

WHEREAS, the Lake Stevens City Council held a duly noticed public hearing on the code language developed by the subcommittee and considered all public testimony on September 13, 2022; and

WHEREAS, the City Council approved a motion to continue the September 13 public hearing to a future date to allow for an additional workshop to gather additional information and discuss potential refinements to the code language; and

WHEREAS, the City Council held workshops on October 4 and November 1, 2022, during which they provided direction to staff on desired revisions to the proposed code language; and

WHEREAS, those updates are reflected in Sections 2 through 6 of this ordinance; 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 by the addition of new definitions as follows (additions shown by underline, deletions shown by ~~strike through~~, and all other sections remain unchanged):

14.08.010 Definitions of Basic Terms.

Principal. A principal or governing member of any business entity, including but not limited to: LLC member/manager, president, vice president, secretary, treasurer, CEO, director, stockholder, partner, general partner, or limited partner.

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 lodging use, other than a hotel or motel, in which all or part of a dwelling unit is rented to a person or group for a fee for fewer than thirty (30) consecutive nights, subject to the standards identified in LSMC 14.44.064. A dwelling unit, or portion thereof that is used by the same person or group for 30 or more consecutive nights is not a short-term rental.

Short-term rental operator or operator. Any person who is the owner of a dwelling unit established under this title, or portion thereof, who offers or provides that dwelling unit, or portion thereof, for short-term rental use or a person who is the tenant of a dwelling unit, or portion thereof, who offers or provides a short-term rental as set forth in LSMC 14.44.064.

Short-term rental guest or guest. Any individual renting, occupying or present on the premises of a short-term rental at the invitation or permission of a short-term renter.

~~*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 ~~strike through~~, and all other sections remain unchanged):

Table 14-16A-I: Classification of Permits and Decisions

SHORT-TERM RENTALS MOVED FROM TYPE I TO TYPE II REVIEW PROCESS.

Type of Review	Land Use Actions and Permits	Recommendation By	Public Hearing Prior to Decision	Permit-Issuing Authority	Administrative Appeal Body and Hearing
TYPE II Administrative with Public Notice	• Shoreline Substantial Developments • Short-Term Rentals • Short Plats	None	Open Record	Planning 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 ~~striketrough~~, 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 [Type II review and](#) 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 adverse impacts to residential areas, preserve housing stock, and allow property owners to efficiently use their properties.
- (1) Short-term rentals are a Type II permit per Table 14.16-A-I and Chapter 14.16B LSMC – Part II. 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 the provisions regulating short-term rentals in this Chapter and all other applicable sections of the Lake Stevens Municipal Code, and in particular the regulations related to nuisance activity in Chapter 9.60 and Noise Regulation in Chapter 9.56.
 - (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.
 - iii. It shall be unlawful for any person to offer or to rent a short-term rental without a valid short-term rental permit
- (b) Restrictions
- (1) No more than two short-term rentals may be operated by any operator within the city. It is the intent of these regulations to limit the ownership and operation of short-term rentals to no more than two per individual, family living together, domestic partnership, those living as a family unit and/or acting as a principal in any business entity that has ownership of a residential unit. Assigning ownership and/or application for a short-term rental use by a principal(s) of a business entity to separate business entities or to separate individuals that are living together as a family, in a domestic partnership, or living as a family unit as a means of exceeding this limitation is not permitted.
 - (2) Short-term rental permits are not transferable to another operator or location.
 - (3) ~~Short-term rentals must not include weddings, banquets, parties, charitable fundraising, or other gatherings for direct or indirect compensation.~~ The intent of short-term rentals is to provide transient accommodations, lodging of less than 30 days and does not include gatherings for direct or indirect compensation.
- (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 post a set of "good neighbor guidelines" in a conspicuous place in the short-term rental, on a form developed and approved by the city as part of the short-term rental permitting process that details the consumer safety requirements included in RCW 64.37.030 as well as the following information:
 - i. Contact information for nonemergency police services;
 - ii. The location of the rental's designated parking space(s);
 - iii. The location of emergency shut-offs; and
 - iv. The noise control prohibitions set out in Chapter 9.56 LSMC (Noise Control), including but not limited to the prohibition of Public Nuisances and Disturbance Noises in 9.56.040 LSMC and in particular subsections 5 (Devices creating and amplifying sound) and 6 (Quiet Time between 10 pm and 7 am).
- (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 used or occupied by more than eight total individuals at any time. No more than two guests, excluding children five years old and under, per bedroom are permitted per guest stay.
 - (4) Per LSMC Table 14.72-I, 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 only 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, [including insurance requirements](#).
- (e) Complaints and Enforcement

- (1) Complaints and enforcement are subject to the processes identified in Chapters [4.04](#) and [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 17.20.030.
- (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~~[one](#) years from the time of revocation has~~ve~~ passed.

Section 6. Chapter 14.72, entitled “Parking,” is hereby amended as follows (additions shown by underline, deletions shown by ~~striketrough~~, 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 15th day of November 2022.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: November 15, 2022

Published:

Effective Date: