

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.

July 18, 2023 - 6:00 PM

HYBRID SPECIAL COUNCIL MEETING

In person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens, Wa

OR Join Zoom Meeting: <https://us02web.zoom.us/j/87335673585>

or call in at (253) 215-8782 Meeting ID 87335673585

- 1. Call to Order**
- 2. Pledge of Allegiance** Mayor
- 3. Roll Call**
- 4. Approval of Agenda** Council President
- 5. Guest Business**
 - A. Community Transit Transportation Needs Assessment Survey Kevin Futhey, Community Transit
 - B. Robert Fenton, New Police Officer Jeffrey Beazizo
 - C. Employee Introduction: Tonya Woldridge Sarah Garceau
- 6. Citizen Comments**
- 7. Council Business** Council President
- 8. Mayor's Business**
- 9. City Department Report**
 - A. Public Works Department Aaron Halverson
 - B. 2022 Public Records JLARC Report Kelly Chelin, Caitlin Weaver
- 10. Consent Agenda**
 - A. 2023 Vouchers Barb Stevens
 - B. Cancel Council Meetings for Summer Recess (July 25 - August 22, 2023) Kelly Chelin
 - C. Interlocal Agreement for Jail Services Jeffrey Beazizo
- 11. Public Hearing**

- A. Batcheldor Phase I and II Rezone Christi Schmidt
- 12. Action Items**
 - A. Resolution 2023-12 - Revised Fee Resolution (Public Records Fee Schedule Update) Julie Ubert, Kelly Chelin
 - B. Resolution 2023-11 - Update of Public Records Act Policies Kelly Chelin
 - C. Coast Construction Group contract for the construction of the Sunset Beach Park Dock Replacement Project Erik Mangold
 - D. SR 9/SR 204 Landscaping Maint. Agreement with WSDOT Aaron Halverson
- 13. Discussion Items**
 - A. Introduction to the 2024 Budget Process Barb Stevens
- 14. Executive Session - Confidential Session per RCW 42.30**
 - A. Collective Bargaining and Litigation/Potential Litigation. No action is expected.
- 15. 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.

Innovative Services Program

Lake Stevens Pilot Project

Transportation Needs Assessment Summary

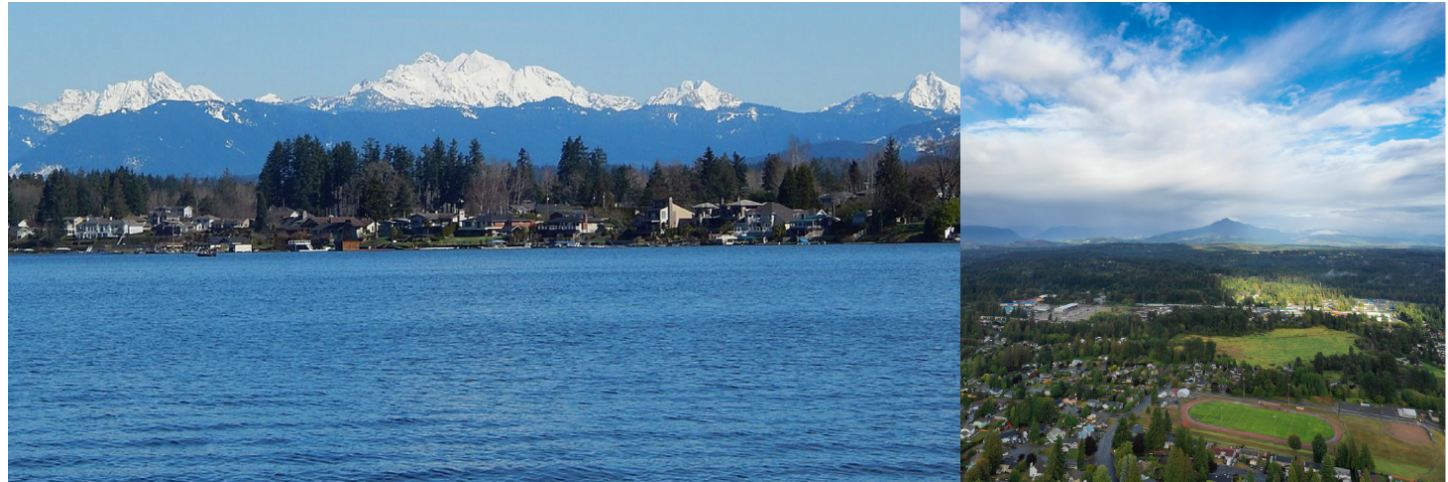
Lake Stevens City Council

July 18, 2023



Agenda

- Innovative Services background
- Lake Stevens Transportation Needs Assessment Survey findings
- Conclusions and next steps



Innovative Services

- Pilot new, flexible transportation services
- Help customers access local destinations and transit options
- Make using public transit more attractive to more people

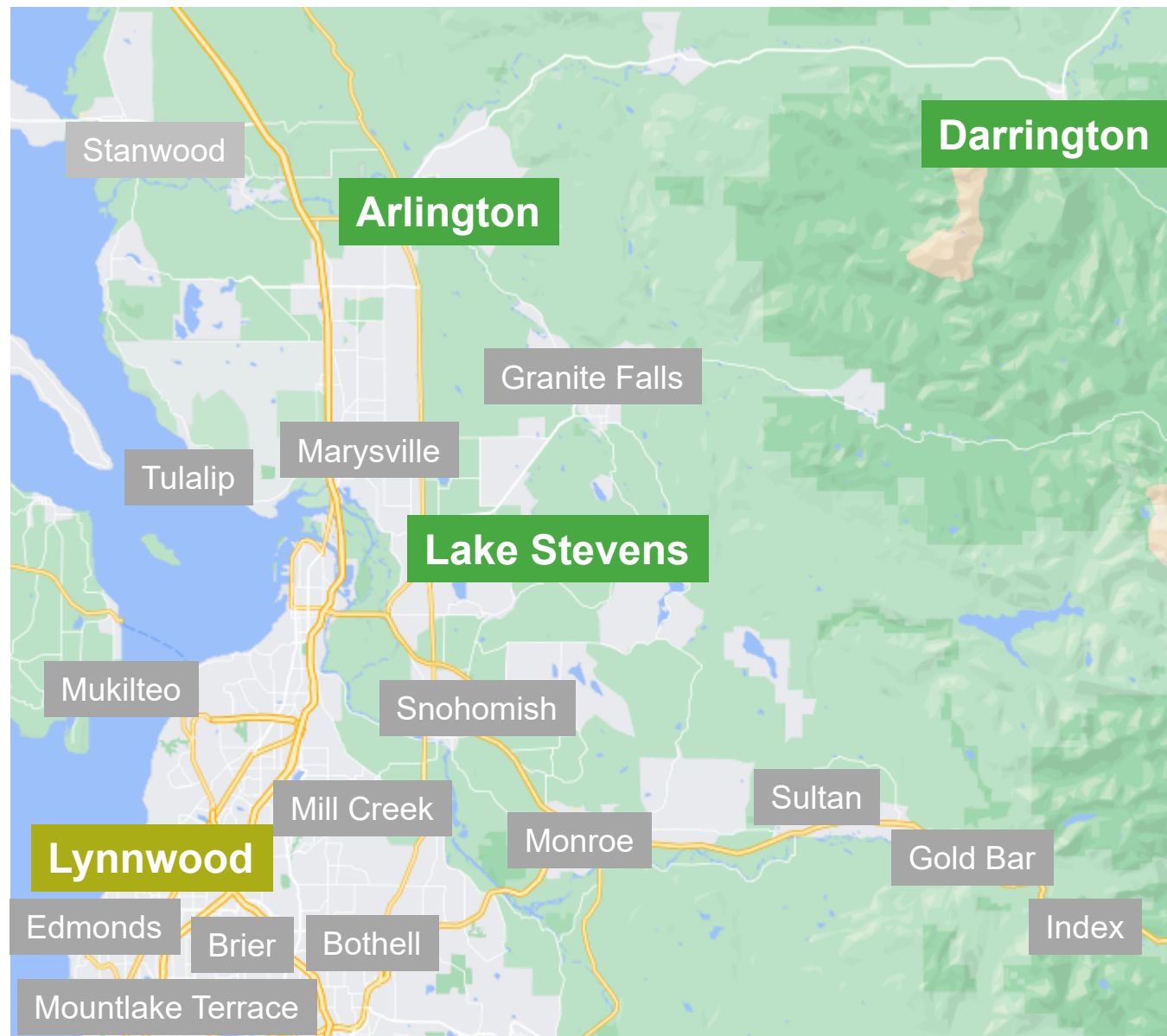


Pilot areas

Phase 1 Pilot

Phase 2 Pilots

Possible Future Pilots



Survey

Needs Assessment Goal

- Understand barriers and pain points for travelers of various backgrounds and who live in different areas
- Assess familiarity with existing public transit and alternate modes of travel
- Use findings to establish transportation-specific needs statements for the community

601 respondents from Lake Stevens

“Live” or Paper Survey Promotional Partners

- Lake Stevens Food Bank
- West Lake Stevens Park and Dog
- Lake Stevens Chamber of Commerce
- Lake Stevens Library
- Lake Stevens Senior Center
- VOA Lake Stevens Community Resource Center

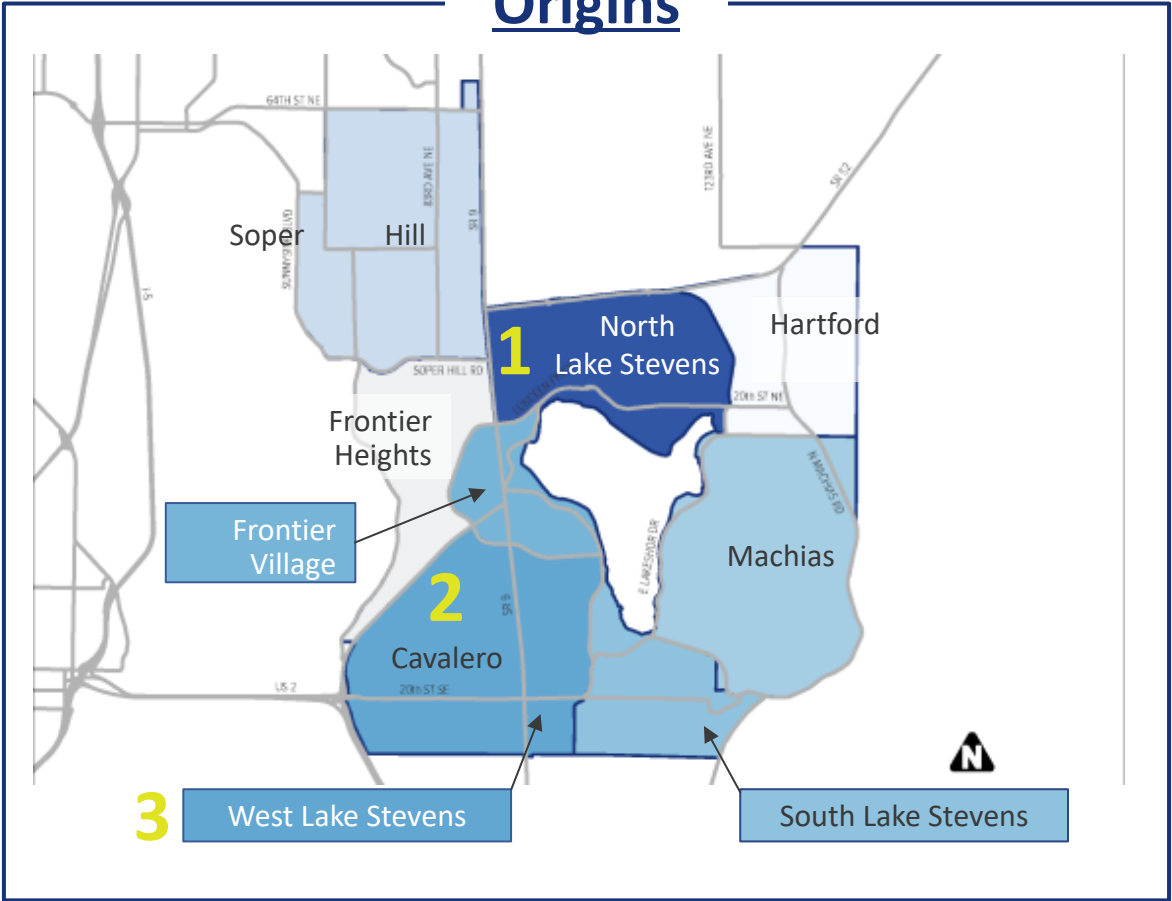
Online Survey Promotional Partners

- Lake Stevens Chamber of Commerce
- American Legion
- Lake Stevens Rotary Club
- Lake Stevens Veterans Commission
- City of Lake Stevens Homepage
- Lake Stevens School District (Peach Jar)
- ELL Coordinator for School District
- ARC of Snohomish County
- Lake Stevens Mom’s Facebook Group

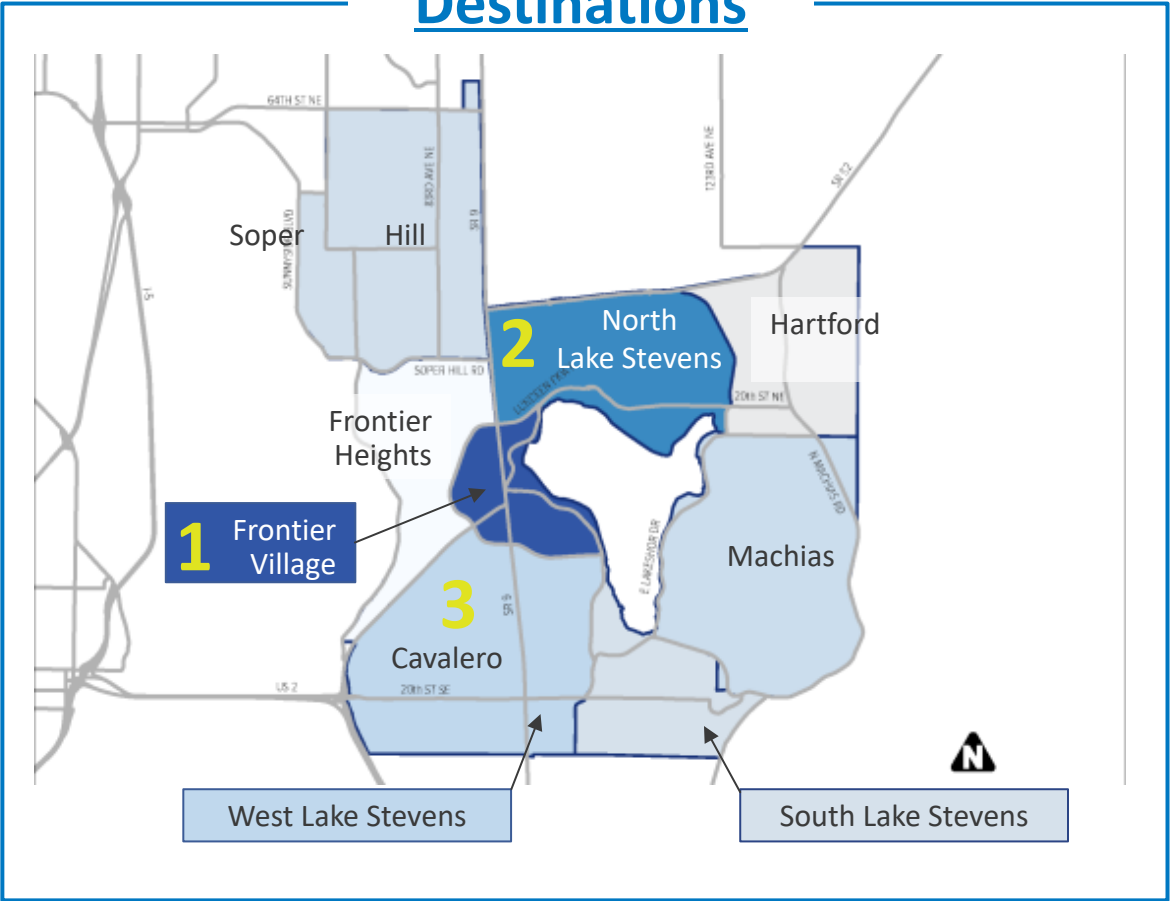
Origins and Destinations

Where do respondents live and where do they go in the Lake Stevens area?

Origins



Destinations



Transportation Modes

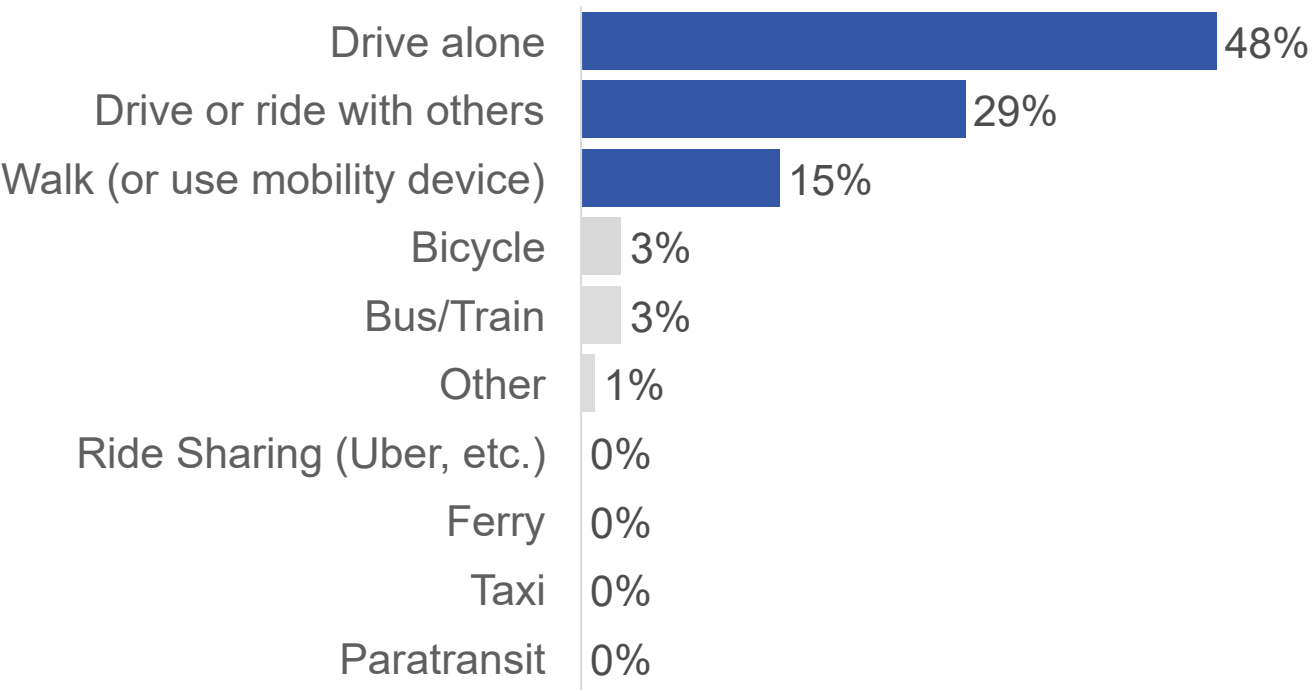
What transportation modes were used most frequently (3+ days per week)?



Top 3



Respondents are **not** using alternative transportation modes.

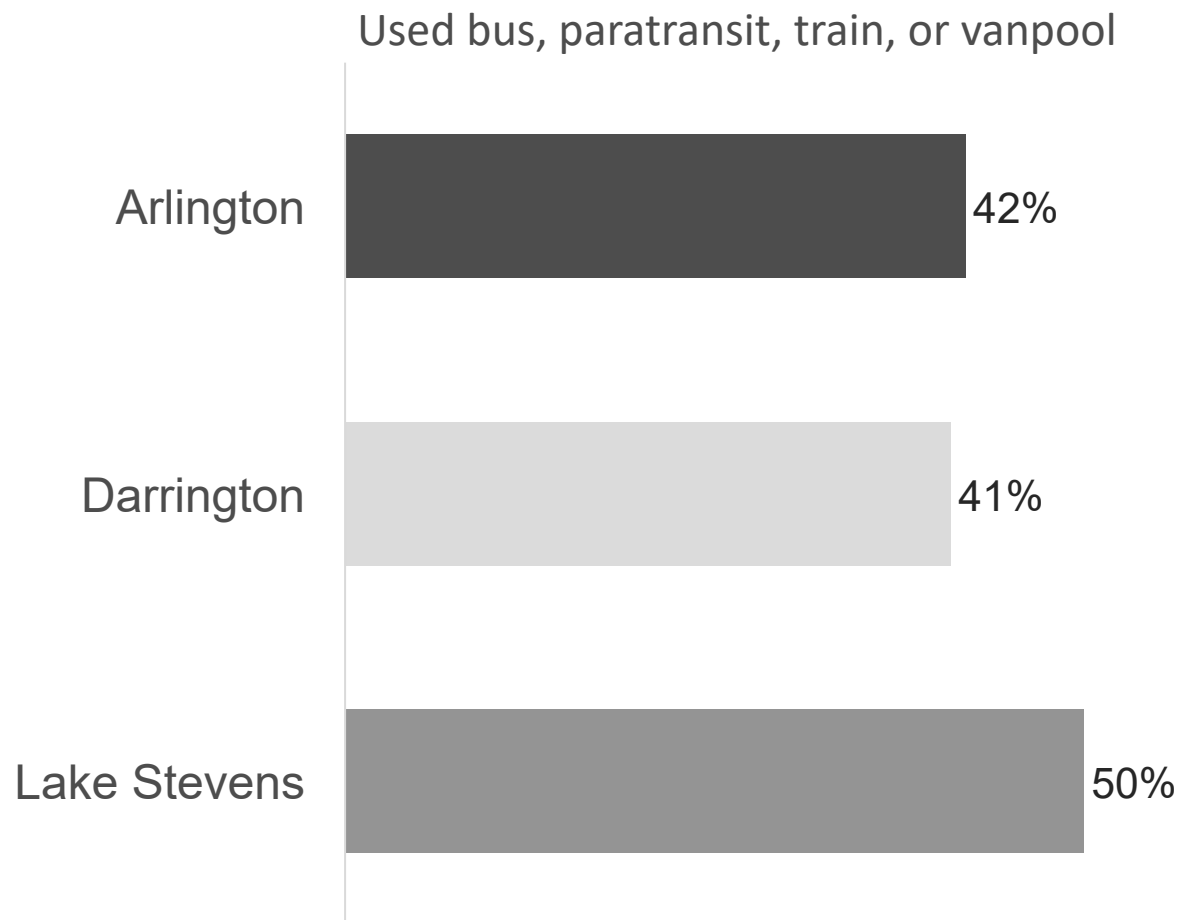


Use of public transit

In the past 3 years, have you used any of the following transportation options?



More than **40%** of respondents from all the areas have used public transit in the past 3 years



Respondents Under 35



Top 4 Barriers:

1. Time it takes to ride the bus
2. A way home in case of an emergency
3. Need car during the day
4. Where the bus goes

Additional Thoughts

Pedestrian Infrastructure and Safety

“I would be so much more inclined to walk places if the sidewalk infrastructure was better and more connected!”

Frequency and Timing

“I think the overall comfort of using a bus system is hampered by how long I’d have to walk to get to a stop, how infrequent buses come through, and if I were shopping having to carry all my bags on transit. Not to mention kids.”

Direct Routes Outside Lake Stevens

“Looking for additional ground transportation facilities such as buses connecting West Lake Stevens area to Everett station for easier commuting for office.”

Bike Lanes

“More bike lanes, less roundabouts, especially the one by Walgreens. Our bus stop has moved so far due to it.”

Respondents 65 and Over



Top 4 Barriers:

1. Where the bus goes
2. Time it takes to ride the bus
3. When the bus goes
4. Finding a bus that fits my schedule

Additional Thoughts

Direct Access to Destinations

“There are not enough bus routes through the city. Just on a couple of roads that are far away from many neighborhoods.”

Pedestrian Infrastructure and Safety

“Would like shelter for bus stops and better lighting. Better sidewalks for safety”

Frequency and Timing

“Getting home from Mariners games when the 512 shuts down at 6 pm is not possible unless you pay \$115 for a taxi.”

Direct Routes Outside Lake Stevens

“no service at 20th st SE & S Lake Stevens Rd to Everett.”

Respondents that are Black, Indigenous, Hispanic/Latinx, People/Communities of Color



Top 4 Barriers:

1. Time it takes to ride the bus
2. Where the bus goes
3. Changes to my schedule
4. When the bus goes

Additional Thoughts

Pedestrian Infrastructure and Safety

"No or little sidewalk protection in my area of LS - especially on 99th ave SE"

Frequency and Timing

"More routes and more often so i can leave my car"

Direct Access to Destinations

"There's no bus stop in my area, or close enough! The closest one is like 15 minutes away from me!"

Bike Lanes

"Soper hill and sunny side are isolated and have no sidewalks. We cannot walk anywhere. Please work on adding walking areas, bike lanes and side walks."

Respondents that have Low Incomes¹



Top 4 Barriers:

1. Time it takes to ride the bus
2. Feel safe biking or walking
3. Where the bus goes
4. When the bus goes

Additional Thoughts

Frequency and Timing

“If schedule is not more frequent, then driving is much more efficient, and makes public transport less useful.”

Direct Routes Outside Lake Stevens

“My thoughts about getting to the Lake Stevens 425 bus to stop at Northgate Station would be very convenient for a lot of commuters.”

Direct Access to Destinations

“A route is desperately needed to service N. Davies S. Davies. Closest Bus stop is a 30 min walk in either direction for me.”

Pedestrian Infrastructure and Safety

“Would like a bike/pedestrian trail separated from traffic on the east side of the lake. Would allow access to bus and needed services downtown Lake Stevens.”

¹Low Income: Below 50% Area Median Income (e.g. < 52K for household of 2)

Respondents with Disabilities



Top 4 Barriers:

1. Distance to walk
2. A way home in case of an emergency
3. Time it takes to ride the bus
4. Difficulty running multiple errands

Additional Thoughts

Direct Access to Destinations

“A closer bus stop inside cedarwood apartments (west lake stevens) would benefit a lot of people that have Mobility issues.”

Direct Routes Outside Lake Stevens

“I'd love to ride the bus to & from hockey games in Everett. The buses don't run late enough to get home.”

Frequency and Timing

“Not enough busses per route, wait time is too long”

Pedestrian Infrastructure and Safety

“We are growing fast a need for more walkable access to safe transportation. With the new senior housing planned smaller local routes to shopping and services would be great.”

People with Disabilities

Key Informant Interview - Barriers

DART Schedule is not reliable/convenient

I can do classes, appointments, or activities from home

I don't feel safe walking/rolling or waiting outside

It takes too long to ride the bus

Others who drive me aren't always available

The bus doesn't go to the locations that I need to get to



Conclusions

Summary of Findings

- In-demand areas include North Lake Stevens, Frontier Village, and Cavalero
- Residents are not regularly using transit, but open to occasional use, especially when it is more convenient than driving
 - Residents have resources and familiarity to accommodate travel app

Summary of Findings (cont.)

Challenges for alternative travel modes:

- It's not easy (and *safe*) to get around the local area without a car
- Current options don't run frequently enough or late enough
- Respondents want options for connections to transit and external destinations
- People with disabilities want more independent travel options
- Respondents want a way home in case of emergency
- The local infrastructure is inadequate for safe biking and walking

Next Steps

Summer	Generate 1 to 3 solution concepts
Fall	Community survey to get input on concepts
Winter	Finalize pilot service model and prepare to launch in 2024

Thank You

CITY DEPARTMENT REPORT



Agenda Date: 7/18/2023

Contact Person/Department: Aaron Halverson, Public Works

This monthly report to City Council is intended to share information regarding Public Works projects and initiatives. This report is broken into four sections: Administration, Operations, Surface Water, Engineering, and Capital Projects.

MEMORANDUM



Public Works Department

DATE: July 18, 2023

TO: Mayor and City Council

FROM: Aaron Halverson, Public Works Director

SUBJECT: Public Works Monthly Report

This monthly report to City Council is intended to share information regarding Public Works projects and initiatives. This report is broken into four sections: Administration, Operations, Surface Water, Engineering, and Capital Projects.

1. Administration

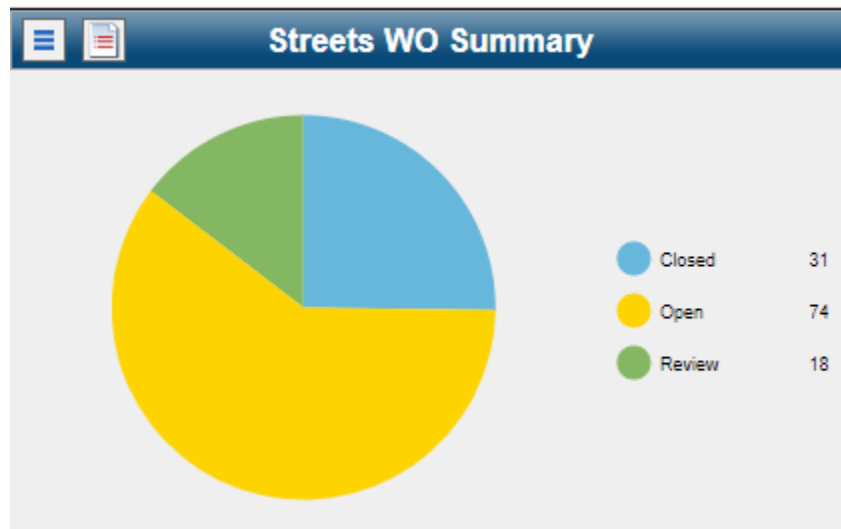
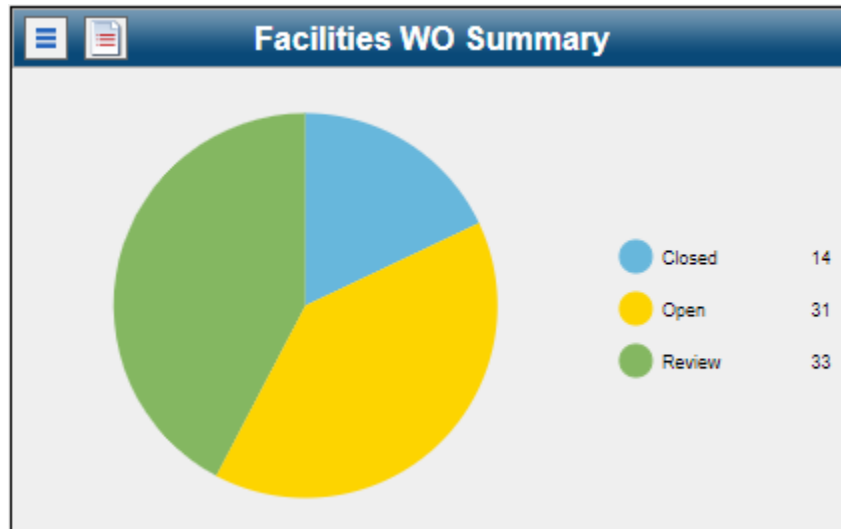
APWA Accreditation – Management System

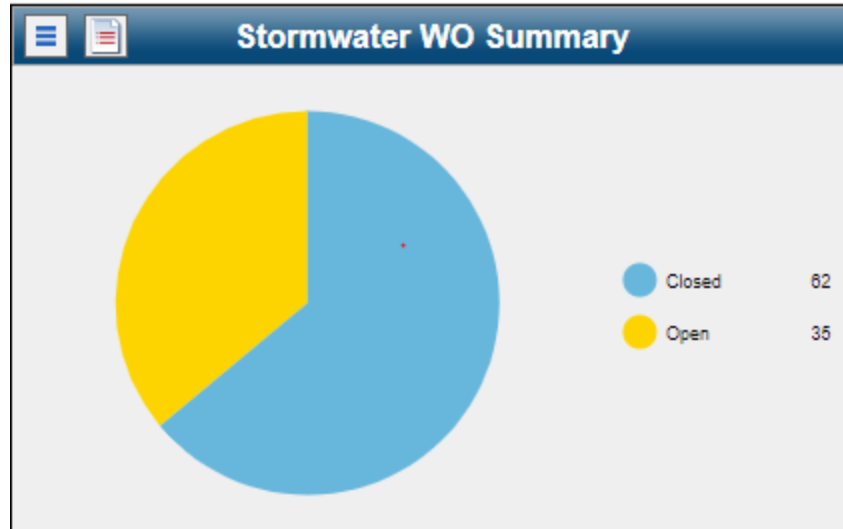
Public Works implemented a visual “management system” to help track progress in meeting APWA documentation requirements in the APWA software. While the software has dashboards and reports, it does not offer a one-stop-shop experience to track the process and assignments at a more granular level. This system helps staff to track what items are ready to be worked on next, current compliance levels for each practice, who is assigned to which practices, and what steps are needed need to move it along in the process. The system is working well for the team so far, and similar systems could be designed for other teams who have similar needs with finalizing their APWA documentation.



2. Operations

VueWorks Open Work Orders by Division.





Fleet

The city has received six of the seven light-duty half-ton pickups from Enterprise. The last one is currently in shipment to the dealer, and the IT department vehicle has an anticipated delivery date the week of July 17th-21st. The surplus of the older heavy equipment and light duty fleet are scheduled for auction in August.

Stormwater

The storm crew has cleaned/maintained five of the larger stormwater facility ponds. In addition, they are currently cleaning basins and ponds off HWY 92.

Streets/Facilities

The streets and facilities crew have focused on the right-of-way vegetation. They also assisted the Parks Department in the installation of the "Water Tower" art piece at City Hall. The six-lane miles of HWY 92 Right-of-Way that is the City's responsibility, including the roundabouts, have been cleaned and swept.

3. Surface Water Division

Recruitment

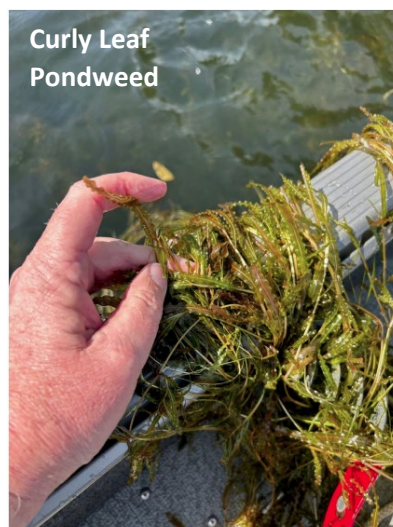
We had 11 qualified applicants apply for the **Surface Water Specialist** position. Six applicants will be interviewed on July 20th, and we anticipate the position will start in early August.

Lake Management

AquaTechnex did the first herbicide treatment on the Lake on July 6th. This treatment targeted Curly Leaf Pondweed and Milfoil, two invasive species of plants.



The second treatment of the Lake will target a nuisance native species of plant, Large Leaf Pondweed. This treatment will occur on July 20th. The treatment areas were evaluated to balance the benefits of the native vegetation species with the recreational beneficial uses of the lake.



Stormwater Infrastructure Mapping

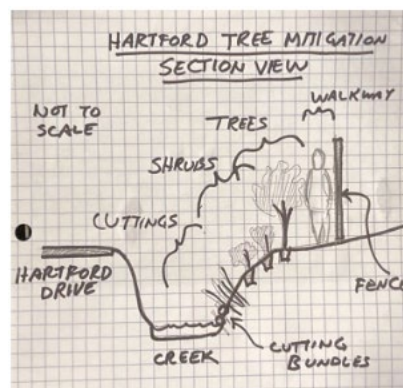
The Surface Water team is 80% complete with mapping stormwater infrastructure in private developments. This information is a huge improvement to our stormwater asset management and will improve operational efficiency and provide valuable information for the public and other agencies.

Operations and Maintenance

The Surface Water team applied for two maintenance HPAs that cover 10 locations. These HPAs will allow the City to perform routine maintenance on stormwater infrastructure in the city (e.g., culverts, ditches, channels, etc.) that are connected to streams and require an HPA.

We have prepared a restoration plan for damaged habitat along the Outlet Channel in the areas impacted by the November 2022 windstorm.

This month we developed a new process for reviewing parcels to better evaluate Stormwater Management Utility Fees for parcels the City bills directly. This was a collaborative effort between the Finance Department and Snohomish County.



Surface Water Upcoming Events



Save the DATE! I Love Lake Day will be Saturday, August 19th at Lundeen Park. This is a fun family-friendly event complete with food trucks, rain barrel painting, and fun educational activities to learn about water quality and stormwater management.

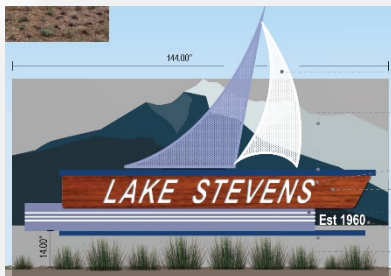
4. Engineering Division

Recruitment

A candidate has been selected to fill the **Senior Civil Engineer** position with a start date of August 7th.

Gateway Signs

One gateway sign has been ordered. Fabrication is nearing completion and delivery is anticipated by the end of July. An additional sign will be ordered for the new round-a-bout at Frontier Village.



Sunset Beach Park Improvements

Staff Contact: Erik Mangold, Capital Projects Manager:
emangold@lakestevenswa.gov

Update: Construction is scheduled to begin July 31st. These improvements will have the park closed down through the beginning of October 2023. Keep up to date with the project by visiting our website page at:
<https://www.lakestevenswa.gov/618/Sunset-Beach-Park-Renovation>



Mill Spur Parking Lot

Staff Contact: Erik Mangold, Capital Projects Manager: emangold@lakestevenswa.gov

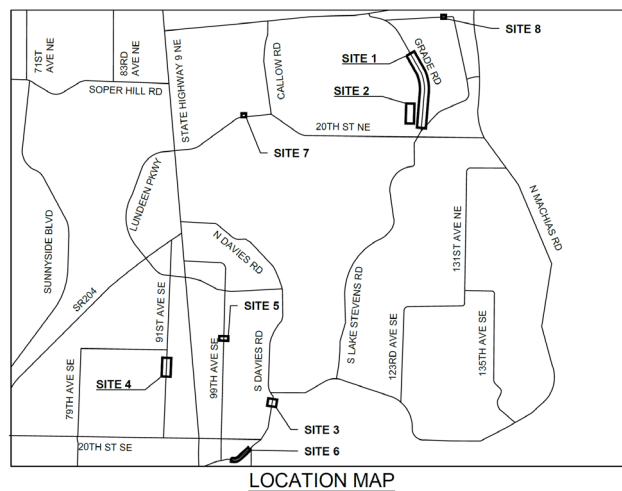
Update: Construction is complete. Before and after photos below.



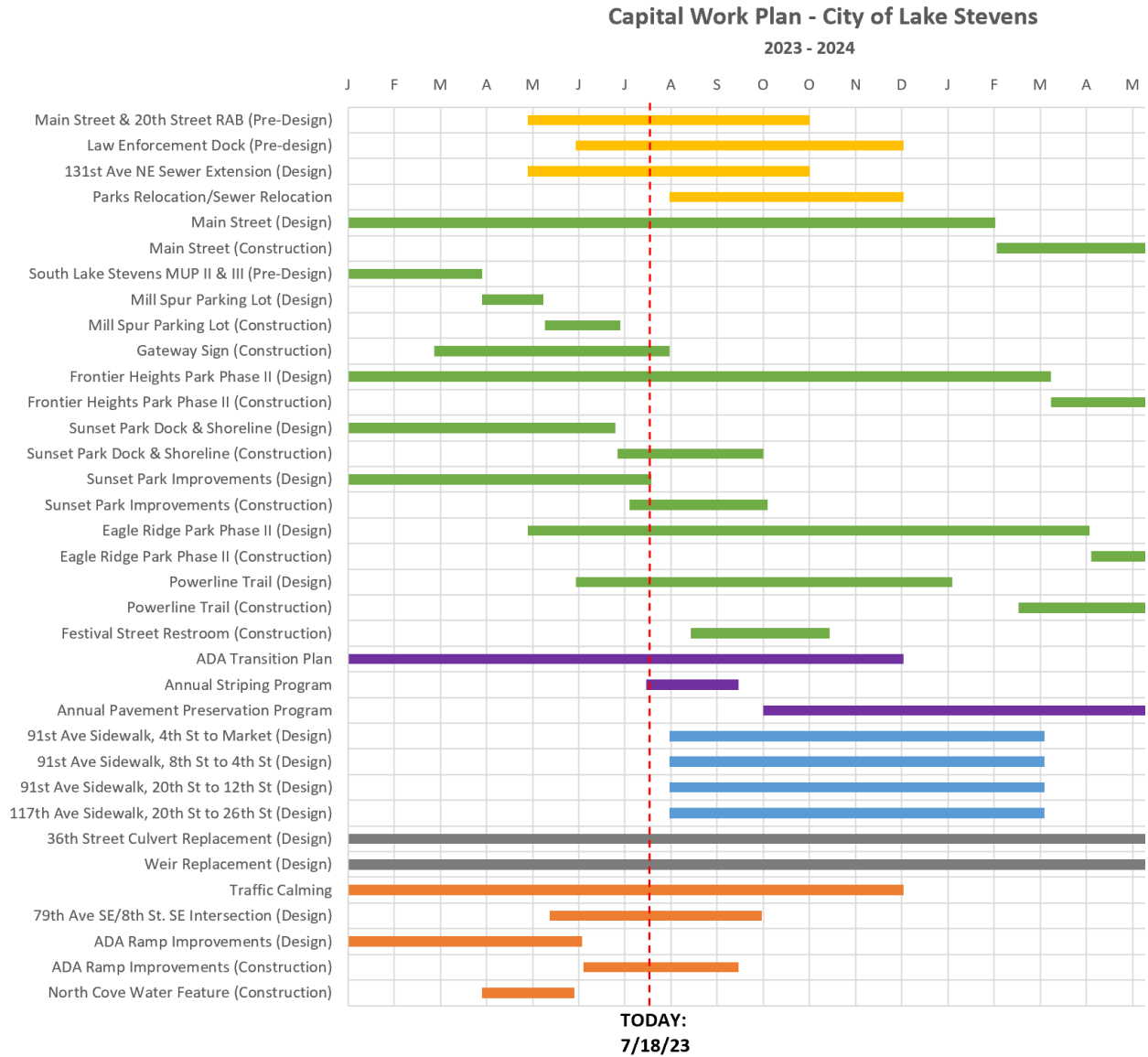
ADA Improvements Project

Staff Contact: Whitney Ojalehto, Engineering Technician: wojalehto@lakestevenswa.gov

Update: Construction is scheduled to begin July 17th and will occur through mid-September. About 40 ADA curb ramps along eight road segments within the City will be replaced.



5. Capital Projects Schedule



CITY DEPARTMENT REPORT



Agenda Date: 7/18/2023

Contact Person/Department: Kelly Chelin, Caitlin Weaver, Administration

In 2017, the Washington State Legislature passed ESHB 1594. Section 6 (5) of the bill directs certain state and local agencies to report annually on performance metrics related to public records retention, management, and disclosure. The Joint Legislative Audit and Review Committee (JLARC) established this online system to collect data about these performance metrics as required by state law. The City of Lake Stevens is required to report because it has at least \$100,000 in staff and legal costs associated with fulfilling public records requests. The purpose of this report is to share with the Council the metrics that were submitted to JLARC for 2022.

Reporting Period from January 1, 2022-December 31, 2022:

- 1466 requests were received.
- 1465 were closed in 2022
- 1307 were closed within 5 business days.
- 603 requests were partially denied or redacted (i.e. Investigative records, attorney client communication, personnel information, HIPPA or HR investigations).

Number of requests, by type of requestor:

- Individuals -592
- Law firms - 129
- Organizations -171
- Insurers - 200
- Governments - 23
- Media- 20
- Current or former employees -2
- Anonymous -1
- Duplicate Requests and Interagency – 327 **Includes Internal City, Interagency, Duplicates, Withdrawn or Not a Request*

Staff and equipment costs:

- Estimated total staff hours: 1382 with an average of 1 hour per request.
- Estimated total staff costs: \$ 92,530.00 with an average cost of \$ 62.77 per request.
- Estimated cost of systems that manage/retain records: \$12,465.20

The City received no claims alleging a violation of Chapter 42.56 - Public Records Act.

Additional Statistics Gathered

2022 expense paid for legal consultation on public records requests: \$19,413.50

2022 Revenue Collected-\$95.64

BLANKET VOUCHER APPROVAL
2023

Payroll Direct Deposits	7/10/2023	\$384,946.05
Payroll Checks	58623	\$2,005.98
Electronic Funds Transfers	ACH	\$268,728.18
Claims	58617-58622, 58624-58754	\$699,259.29
Void Checks		
Total Vouchers Approved:		\$1,354,939.50

This 18th day of July 2023

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

July 18, 2023



City expenditures by type for this voucher packet			
Personnel Costs	\$	386,952	29%
Payroll Federal Taxes	\$	138,181	10%
Retirement Benefits - Employer	\$	78,091	6%
Other Employer Paid Benefits	\$	809	0%
Employee Paid Benefits	\$	15,259	1%
Supplies	\$	29,640	2%
Professional Services	\$	551,200	41%
Refunds	\$	2,775	0%
Capital *	\$	141,442	10%
Debt Payments	\$	10,592	1%
Total	\$	1,354,940	100%

Large Purchases *

- * Sunset Beach Park \$15,872
- * SLSR Multi-Use Trail Phase II & III \$16,521
- * ADA Improvements Project \$12,000
- * Mill Spur Parking Lot Project Pay Estimate #1 \$58,326
- * On-Call Engineering Services \$12,220

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 06/23/2023 - 07/13/2023

Total for Period
\$967,987.47

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-30169	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - B Ryan	58628	\$98.36
911 Supply Inc	INV-2-30251	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - B Ryan	58628	\$43.73
911 Supply Inc	INV-2-30336	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - B Ryan	58628	\$455.18
911 Supply Inc	INV-2-30337	001 008 521 20 31 02	LE-Minor Equipment	Uniform Gear - K Parnell	58628	\$32.79
					58628 Total	\$630.06
Ace Hardware	76471	410 016 531 10 31 02	SW - Operating Costs	Shims/Master Keys/Chain Proof	58629	\$35.74
Ace Hardware	76475	410 016 531 10 31 02	SW - Operating Costs	Keys	58629	\$14.15
Ace Hardware	77046	001 010 576 80 31 00	PK-Operating Costs	Spraypaint	58629	\$42.63
Ace Hardware	77049	001 007 558 50 31 02	PL-Permit Related Op. Costs	Stakes for Land Use Signs	58629	\$45.29
Ace Hardware	77082	101 016 544 90 31 02	ST-Operating Cost	Mattck Pick Handle/Lock/Push Broom	58629	\$124.56
Ace Hardware	77090	101 016 544 90 31 02	ST-Operating Cost	Fasteners	58629	\$20.57
Ace Hardware	77092	101 016 544 90 31 02	ST-Operating Cost	Paper Towels/Toilet Paper	58629	\$360.62
Ace Hardware	77106	001 010 576 80 31 00	PK-Operating Costs	Fasteners	58629	\$45.10
Ace Hardware	77131	112 012 594 73 63 00	Art - Public Art Acquisition	Fly Paper/Shims - Art Project	58629	\$41.61
Ace Hardware	77141	112 012 594 73 63 00	Art - Public Art Acquisition	Fasteners - Art Tower	58629	\$76.40
Ace Hardware	77143	101 016 544 90 31 02	ST-Operating Cost	Sockets	58629	\$16.38
Ace Hardware	77145	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels/Trash Bags	58629	\$126.76
Ace Hardware	77158	112 012 594 73 63 00	Art - Public Art Acquisition	Post Eye Light/Terminal Adapters/GFCI Outlet/Lock Nut	58629	\$66.26
Ace Hardware	77179	101 016 544 90 31 02	ST-Operating Cost	Floor Cleaner	58629	\$8.73
Ace Hardware	77187	101 016 544 90 31 02	ST-Operating Cost	Fasteners	58629	\$7.83
Ace Hardware	77189	101 016 544 90 31 02	ST-Operating Cost	Fasteners	58629	\$3.72
					58629 Total	\$1,036.35
Advancing Public Safety Aviation	2023 APSA	001 008 521 20 49 00	LE-Dues & Memberships	APSA Dues - A Bryant	58630	\$55.00
					58630 Total	\$55.00
Alaska Rubber Group Inc	N054554	101 016 544 90 31 02	ST-Operating Cost	Hose Assembly PW94	58631	\$191.45
Alaska Rubber Group Inc	N054554	410 016 531 10 31 02	SW - Operating Costs	Hose Assembly PW94	58631	\$191.46
					58631 Total	\$382.91
Alexander Printing Co Inc	78188	001 007 558 50 49 02	PL-Printing and Bindin	We Missed You Door Hangers	58632	\$178.50
					58632 Total	\$178.50
Amazon Capital Services	16KT-7D4N-1R3T	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - C Kolomyza	58633	\$251.33
Amazon Capital Services	1M1H-3NH7-4HC9	001 008 521 20 31 00	LE-Office Supplies	Heavy Duty Stapler	58633	\$37.95
Amazon Capital Services	1PVY-YJHP-JK47	001 008 521 20 31 01	LE-Fixed Minor Equipment	Work Boots - D Smith	58633	\$89.21
					58633 Total	\$378.49
Amazon Capital Services	14MC-Y7GJ-JRN7	001 010 576 80 31 00	PK-Operating Costs	Smart Padlock/Security Chain for Outdoor Gates - Eagle Ridge	58634	\$139.89
Amazon Capital Services	14PT-NFW9-HXJJ	001 010 576 80 31 00	PK-Operating Costs	UnderCounter Ice Maker/Ice Scoop/Storage Bags	58634	\$869.53
Amazon Capital Services	14PT-NFW9-HXJJ	101 016 544 90 31 02	ST-Operating Cost	UnderCounter Ice Maker/Ice Scoop/Storage Bags	58634	\$869.54
Amazon Capital Services	14PT-NFW9-HXJJ	410 016 531 10 31 02	SW - Operating Costs	UnderCounter Ice Maker/Ice Scoop/Storage Bags	58634	\$869.54
Amazon Capital Services	19NK-X6FL-3MMX	001 010 576 80 31 00	PK-Operating Costs	Toilet Paper Dispensers	58634	\$39.95
Amazon Capital Services	1CTL-YX9K-1LFM	001 010 576 80 31 00	PK-Operating Costs	Boat Cleats	58634	\$36.06
Amazon Capital Services	1F49-HLYR-16TJ	001 004 514 23 31 00	FI-Office Supplies	Desktop Letter Tray Holder	58634	\$38.91

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1J6G-VHP9-339P	001 010 576 80 31 00	PK-Operating Costs	Cordless Stick Vacuum	58634	\$135.89
Amazon Capital Services	1J6G-VHP9-339P	101 016 544 90 31 02	ST-Operating Cost	Cordless Stick Vacuum	58634	\$135.90
Amazon Capital Services	1J6G-VHP9-339P	410 016 531 10 31 02	SW - Operating Costs	Cordless Stick Vacuum	58634	\$135.90
Amazon Capital Services	1JMM-4WRT-JK1Y	001 004 514 23 31 00	FI-Office Supplies	Wired Headset	58634	\$79.73
Amazon Capital Services	1KDW-7PHX-Q4HX	001 010 576 80 31 00	PK-Operating Costs	Duct Tape	58634	\$154.12
Amazon Capital Services	1LHQ-KJXJ-FJ9L	001 010 576 80 31 02	PK-Office Supplies	Security Chain for Outdoor Gates	58634	\$36.04
Amazon Capital Services	1N6Y-DPFX-D4D4	001 004 514 23 31 00	FI-Office Supplies	Wired Headset Credit	58634	(\$37.15)
Amazon Capital Services	1N9M-RQGK-CL6M	001 006 518 80 31 00	IT-Office Supplies	iPhones Cases	58634	\$62.74
Amazon Capital Services	1TVH-KM7Y-CD73	001 010 576 80 31 00	PK-Operating Costs	Dock Cleats/Hose Nozzels	58634	\$50.12
Amazon Capital Services	1X9V-6W1W-4KPT	001 013 518 20 31 00	GG-Operating Costs	Janitorial & Office Supplies	58634	\$118.05
Amazon Capital Services	1X9V-6W1W-4KPT	001 010 576 80 31 00	PK-Operating Costs	Rechargeable Batteries	58634	\$31.69
Amazon Capital Services	1YM3-QDR6-CKM7	001 010 576 80 31 00	PK-Operating Costs	Dock Cleats/Hose Nozzels Credit	58634	(\$50.12)
					58634 Total	\$3,716.33
Aquatechnex LLC	15965	410 016 531 10 41 02	SW - Milfoil Treatment	Aquatic Plant Mgmt	58635	\$6,200.00
					58635 Total	\$6,200.00
ASCAP	2023 ASCAP	001 013 518 20 49 00	GG-Miscellaneous	2023 ASCAP License Fee	58636	\$15.00
					58636 Total	\$15.00
Barnes	070223 BARNES	001 008 521 20 43 00	LE-Travel & Per Diem	Taser Instructor Training Meal PerDiem	58637	\$102.00
					58637 Total	\$102.00
Bates Inc	69033	101 016 544 90 31 02	ST-Operating Cost	LED Lights	58638	\$140.46
Bates Inc	69033	410 016 531 10 31 02	SW - Operating Costs	LED Lights	58638	\$140.46
					58638 Total	\$280.92
Bazan	070823 BAZAN	001 013 582 10 00 00	Refund of Deposit	LS23-Bazan_7-8 Mill Deposit Refund	58639	\$150.00
					58639 Total	\$150.00
Berk Consulting Inc	10725-05-23	001 007 558 50 41 00	PL-Professional Servc	LS Housing Action Plan 05-2023	58624	\$8,176.25
Berk Consulting Inc	10725-06-23F	001 007 558 50 41 00	PL-Professional Servc	LS Housing Action Plan 06-2023	58624	\$8,050.00
					58624 Total	\$16,226.25
Brown	062223 NW PLAY	001 010 576 80 41 00	PK-Professional Services	Playground Safety Audit Oak Hill Park	58640	\$975.00
					58640 Total	\$975.00
Business Card	BARNES 0723	001 008 521 40 49 01	LE-Registration Fees	Advanced CPTED Course Registration - M Cooper	58641	\$425.00
Business Card	BARNES 0723	001 008 521 40 49 01	LE-Registration Fees	Present Your Case from Witness Stand Registration - M Cooper	58641	\$25.50
Business Card	BARNES 0723	001 008 521 21 31 00	LE-Boating Minor Equipment	Sunscreen Pack	58641	\$41.51
Business Card	BRAZEL 0723	001 002 513 11 43 00	AD-Travel & Meetings	ICMA Annual Conf Austin TX Flight - G Brazel	58641	\$417.81
Business Card	BRAZEL 0723	001 002 513 11 49 00	AD-Staff Development	ICMA Annual Conf Austin TX Registration - G Brazel	58641	\$790.00
Business Card	BRAZEL 0723	001 002 513 11 43 00	AD-Travel & Meetings	Monthly MAG Meeting Luncheon - G Brazel	58641	\$21.11
Business Card	BRAZEL 0723	001 002 513 11 43 00	AD-Travel & Meetings	Water Works Conf SeaTac Parking - G Brazel	58641	\$148.00
Business Card	BRAZEL 0723	001 002 513 11 43 00	AD-Travel & Meetings	Water Works Conf Toronto Canada Hotel - G Brazel	58641	\$955.01
Business Card	BRAZEL 0723	001 002 513 11 43 00	AD-Travel & Meetings	Water Works Conf Toronto Canada International Transaction Fees	58641	\$31.69
Business Card	BRAZEL 0723	001 002 513 11 43 00	AD-Travel & Meetings	Water Works Conf Toronto Canada Taxi - G Brazel	58641	\$56.16
Business Card	BRAZEL 0723	001 002 513 11 43 00	AD-Travel & Meetings	Water Works Conf Toronto Canada Uber - G Brazel	58641	\$44.40
Business Card	CHELIN 0723	001 001 513 10 49 01	Executive - Prof. Development	ICMA Annual Austin TX Registration - B Gailey	58641	\$790.00
Business Card	CHELIN 0723	001 013 518 20 41 00	GG-Professional Service	Zoom - Standard Monthly/Webinar 06-2023	58641	\$262.21
Business Card	CHELIN 0723	001 013 518 20 41 00	GG-Professional Service	Zoom - Standard Monthly/Webinar 07-2023	58641	\$262.21

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	CLIFTON 0723	410 016 531 10 31 02	SW - Operating Costs	Iron Bushing/Oval Hdl/Util Scrw Stem - Decant Facility	58641	\$113.67
Business Card	CLIFTON 0723	101 016 542 30 49 01	ST-Staff Development	NWPWI Hotel - J Evans	58641	\$752.07
Business Card	CLIFTON 0723	410 016 531 10 49 01	SW - Staff Development	NWPWI Hotel - S Farrant	58641	\$752.07
Business Card	CLIFTON 0723	410 016 531 10 31 02	SW - Operating Costs	Pressure Relief Valve - Decant Facility	58641	\$392.03
Business Card	CLIFTON 0723	101 016 543 30 43 00	ST-Travel & Meetings	PW Strategy Retreat Meal	58641	\$60.56
Business Card	CLIFTON 0723	410 016 531 10 43 00	SW - Travel & Meetings	PW Strategy Retreat Meal	58641	\$60.55
Business Card	CLIFTON 0723	101 016 543 30 43 00	ST-Travel & Meetings	Union Negotiations Meal	58641	\$51.45
Business Card	CLIFTON 0723	410 016 531 10 43 00	SW - Travel & Meetings	Union Negotiations Meal	58641	\$51.46
Business Card	DREHER 0723	001 008 521 20 31 01	LE-Fixed Minor Equipment	Heartsmart Electrode Pads/Batteries/Adult Cartridges	58641	\$2,400.60
Business Card	DREHER 0723	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	K9Track Single Handler Yearly Account Access	58641	\$96.00
Business Card	DREHER 0723	001 008 521 50 48 00	LE-Facility Repair & Maint	Keys	58641	\$4.34
Business Card	GAILEY 0723	001 001 513 10 43 00	Executive - Travel & Mtgs	AWC Conf Lyft - B Gailey	58641	\$58.40
Business Card	GAILEY 0723	001 001 513 10 43 00	Executive - Travel & Mtgs	AWC Conf SeaTac Parking Fees - B Gailey	58641	\$148.00
Business Card	GAILEY 0723	001 001 513 10 31 00	Executive - Supplies	Cookies for Opiate Townhall	58641	\$79.92
Business Card	GAILEY 0723	001 001 513 10 49 01	Executive - Prof. Development	ICMA Membership - B Gailey	58641	\$200.00
Business Card	GARCEAU 0723	001 010 576 80 31 10	PK-Boat Launch Expenses	Boat Dock Machine Termal Paper	58641	\$188.00
Business Card	GARCEAU 0723	001 010 576 80 49 01	PK-Staff Development	CPR/First Aid Class Registration - T Woldridge	58641	\$75.00
Business Card	GARCEAU 0723	001 010 576 80 31 00	PK-Operating Costs	Cube Orgainzer	58641	\$81.98
Business Card	GARCEAU 0723	001 010 576 80 31 04	PK-Vandalism Supplies	Graffiti Remover	58641	\$119.61
Business Card	GARCEAU 0723	001 010 576 80 43 00	PK-Travel & Meetings	NRPA Annual Conf Dallas TX - J Meis	58641	\$317.80
Business Card	GARCEAU 0723	001 010 576 80 43 00	PK-Travel & Meetings	NRPA Annual Conf Dallas TX - S Garceau	58641	\$317.80
Business Card	GARCEAU 0723	001 010 576 80 43 00	PK-Travel & Meetings	NRPA Directors School Chicago - S Garceau	58641	\$481.87
Business Card	HALVERSON 0723	101 016 544 90 31 02	ST-Operating Cost	3-Ply Drivers Vehicle Inspection Report Pads	58641	\$355.67
Business Card	HALVERSON 0723	410 016 531 10 31 02	SW - Operating Costs	3-Ply Drivers Vehicle Inspection Report Pads	58641	\$355.68
Business Card	HALVERSON 0723	101 016 542 64 31 00	ST-Traffic Control - Supply	Crosswalk See Me Flags	58641	\$220.89
Business Card	HALVERSON 0723	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Dog Poo Bag Holders/Fish Pens/Frisbees	58641	\$2,013.78
Business Card	HALVERSON 0723	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Puget Sound Starts Here Beverage Coasters	58641	\$532.00
Business Card	HEIST 0723	001 004 514 23 49 01	FI-Staff Development	ABC's of Cooperative Purchasing Registration - J Rowe	58641	\$40.00
Business Card	LEBLANC 0723	001 008 521 40 49 01	LE-Registration Fees	Child Passenger Safety Certification - K Putnam	58641	\$95.00
Business Card	LEBLANC 0723	001 008 521 40 49 01	LE-Registration Fees	MS Excel for LE Part 1 Registration - K Putnam	58641	\$9.00
Business Card	MACDONALD 0723	101 016 544 90 31 02	ST-Operating Cost	Polycarbonate Clear PW50	58641	\$336.53
Business Card	MACDONALD 0723	410 016 531 10 31 02	SW - Operating Costs	Polycarbonate Clear PW50	58641	\$336.52
Business Card	MACDONALD 0723	101 016 544 90 31 02	ST-Operating Cost	Premium Fuel	58641	\$41.91
Business Card	MACDONALD 0723	410 016 531 10 31 02	SW - Operating Costs	Premium Fuel	58641	\$41.92
Business Card	MACDONALD 0723	101 016 544 90 31 02	ST-Operating Cost	Underbody Boxes (2) PW100	58641	\$381.81
Business Card	MACDONALD 0723	410 016 531 10 31 02	SW - Operating Costs	Underbody Boxes (2) PW100	58641	\$381.80
Business Card	STEVENS T 0723	001 006 518 80 41 00	IT-Professional Services	BitBucket Monthly Subscription	58641	\$32.79
Business Card	UBERT 0723	001 008 521 20 41 04	LE - PS - Opioid Settlement	Airfare for Lawrence Quinones	58641	\$737.80
Business Card	UBERT 0723	001 008 521 20 41 01	LE-Professional Serv-Fixed	FUBO TV Monthly Subscription for PD	58641	\$93.98
Business Card	WARRINGTON 0723	001 005 518 10 49 02	HR-Employee Recognition	Coffee Mugs for Employee Recognition	58641	\$513.92
Business Card	WEAVER 0723	001 001 511 60 31 00	Legislative - Operating Costs	Case of Water for Council Meetings	58641	\$4.36
Business Card	WEAVER 0723	001 007 558 50 31 01	PL-Operating Costs	Planning Commissioner Cronin Plaque	58641	\$92.91
Business Card	WRIGHT 0723	001 007 558 50 43 00	PL-Travel & Mtgs	ICMA Annual Conf Austin TX Flight - R Wright	58641	\$417.81
Business Card	WRIGHT 0723	001 007 558 50 43 00	PL-Travel & Mtgs	ICMA Annual Conf Austin TX Registration - R Wright	58641	\$490.00
Business Card	WRIGHT 0723	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Darling	58641	\$65.39
Business Card	WRIGHT 0723	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Faglerie	58641	\$45.27
Business Card	WRIGHT 0723	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers John Standish	58641	\$3.71

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	WRIGHT 0723	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Kravchuck	58641	\$33.09
Business Card	WRIGHT 0723	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Lanark	58641	\$71.31
Business Card	WRIGHT 0723	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2022-0094 Combined NOPH	58641	\$61.75
Business Card	WRIGHT 0723	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Power Line Trail	58641	\$369.05
Business Card	WRIGHT 0723	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Villinga	58641	\$26.70
Business Card	YOUNG 0723	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Food	58641	\$64.37
					58641 Total	\$19,340.51
Caldera	061723 CALDERA	001 013 582 10 00 00	Refund of Deposit	LS23-Caldera_6-17 Mill Deposit Refund	58642	\$250.00
					58642 Total	\$250.00
Canon Financial Services Inc	30632064	001 013 591 18 70 01	Lease Agreements	Copier Lease CH Admin	58643	\$261.71
Canon Financial Services Inc	30632064	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin Tax	58643	\$24.34
Canon Financial Services Inc	30632065	001 007 591 58 70 01	PL -Lease Agreements	Copier Lease CH	58643	\$6.74
Canon Financial Services Inc	30632065	001 007 591 59 70 01	PB - Lease Agreements	Copier Lease CH	58643	\$6.74
Canon Financial Services Inc	30632065	001 013 591 18 70 01	Lease Agreements	Copier Lease CH	58643	\$6.73
Canon Financial Services Inc	30632065	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Lease CH Tax	58643	\$6.56
Canon Financial Services Inc	30632065	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Lease CH Tax	58643	\$6.56
Canon Financial Services Inc	30632065	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Tax	58643	\$6.57
Canon Financial Services Inc	30656726	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	58643	\$11.42
Canon Financial Services Inc	30656726	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	58643	\$11.41
Canon Financial Services Inc	30656726	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	58643	\$11.41
					58643 Total	\$360.19
Cascadia Consulting Group Inc	9659	001 007 558 50 41 00	PL-Professional Servic	LS Mitigation 2023	58622	\$13,567.50
Cascadia Consulting Group Inc	9825	001 007 558 50 41 00	PL-Professional Servic	LS Mitigation 2023	58622	\$16,570.00
Cascadia Consulting Group Inc	9920	001 007 558 50 41 00	PL-Professional Servic	LS Mitigation 2023	58622	\$18,371.25
					58622 Total	\$48,508.75
Castruita	061623CASTRUITA	001 013 582 10 00 00	Refund of Deposit	LS23-Castruita_6-16 Mill Deposit Refund	58644	\$250.00
					58644 Total	\$250.00
CDW Government Inc	KC99070	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft 365 Unified	58645	\$16,034.31
					58645 Total	\$16,034.31
Central Welding Supply Co Inc	SP206047	001 010 576 80 31 00	PK-Operating Costs	Methane/Nitrogen	58646	\$72.51
Central Welding Supply Co Inc	SP206047	101 016 544 90 31 02	ST-Operating Cost	Methane/Nitrogen	58646	\$72.52
Central Welding Supply Co Inc	SP206047	410 016 531 10 31 02	SW - Operating Costs	Methane/Nitrogen	58646	\$72.52
					58646 Total	\$217.55
Cintas Loc 460	4158765141	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	58647	\$162.14
Cintas Loc 460	4158765141	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	58647	\$162.14
Cintas Loc 460	4158765141	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	58647	\$162.13
Cintas Loc 460	4159444341	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	58647	\$162.14
Cintas Loc 460	4159444341	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	58647	\$162.14
Cintas Loc 460	4159444341	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	58647	\$162.13
					58647 Total	\$972.82
City of Everett	I23010493	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	58648	\$297.00
City of Everett	I23010588	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 05-2023	58648	\$1,000.00
					58648 Total	\$1,297.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
City of Marysville	23-0002	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 02-2023	58649	\$1,943.96
City of Marysville	23-0002	001 008 523 60 41 00	LE-Jail	Prisoner Medical Marysville 02-2023	58649	\$1,250.00
City of Marysville	23-0003	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 03-2023	58649	\$2,844.68
City of Marysville	23-0003	001 008 523 60 41 00	LE-Jail	Prisoner Medical Marysville 03-2023	58649	\$1,050.00
City of Marysville	23-0004	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 04-2023	58649	\$5,357.94
City of Marysville	23-0004	001 008 523 60 41 00	LE-Jail	Prisoner Medical Marysville 04-2023	58649	\$2,100.00
					58649 Total	\$14,546.58
ClearGov Inc	2023-13185	510 006 518 80 49 43	LR - ClearGov	ClearGov Digital Budget Book Suite Renewal	58650	\$5,403.79
					58650 Total	\$5,403.79
Comcast	0623 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	58651	\$401.71
Comcast	0623 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	58651	\$401.71
Comcast	0623 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	58651	\$138.24
Comcast	0623 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	58651	\$326.71
					58651 Total	\$1,268.37
Comdata Inc	01-2023 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel 01-2023	58652	\$42.72
Comdata Inc	02-2023 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel 02-2023	58652	\$81.93
Comdata Inc	03-2023 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel 03-2023	58652	\$139.55
Comdata Inc	12-2022 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel 12-2022	58652	\$321.86
					58652 Total	\$586.06
Cory De Jong and Sons Inc	0344676	001 012 575 51 31 00	CS- Grimm House - Operating	Mulch	58653	\$97.28
Cory De Jong and Sons Inc	0344677	001 012 575 51 31 00	CS- Grimm House - Operating	Mulch	58653	\$145.92
					58653 Total	\$243.20
Crystal Springs	5249844 070123	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	58654	\$48.62
Crystal Springs	5249844 070123	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	58654	\$48.62
Crystal Springs	5249844 070123	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	58654	\$110.44
					58654 Total	\$207.68
DataQuest LLC	21324	001 008 521 20 41 00	LE-Professional Services	Background Checks	58655	\$74.00
DataQuest LLC	21324	001 010 576 80 41 00	PK-Professional Services	Background Checks	58655	\$81.50
DataQuest LLC	21324	101 016 542 30 41 02	ST-Professional Service	Background Checks	58655	\$81.50
DataQuest LLC	21324	410 016 531 10 41 01	SW - Professional Services	Background Checks	58655	\$81.50
					58655 Total	\$318.50
David Evans and Associates Inc	537563	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 21-13 Westlake Townhomes	58656	\$1,238.70
David Evans and Associates Inc	537564	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-02 MSR LS Development	58656	\$749.60
David Evans and Associates Inc	537565	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-14 Batcheldor Construction Plans	58656	\$210.00
					58656 Total	\$2,198.30
David Consulting Group Inc	47612	302 010 594 76 61 10	PM - Sunset Dock&Shoreline	Sunset Beach Park	58657	\$15,872.30
David Consulting Group Inc	2023-0965	001 007 558 50 41 00	PL-Professional Servc	Shoreline Master Program User Guide Development	58657	\$2,223.75
					58657 Total	\$18,096.05
DEK Enterprises	135907	112 012 594 73 63 00	Art - Public Art Acquisition	Sign for Water Tower	58658	\$984.60
					58658 Total	\$984.60
Dept of Labor and Industries	323726	101 016 544 90 31 02	ST-Operating Cost	L&I Violation Penalties - Mill Elevator	58659	\$500.00
					58659 Total	\$500.00
Dept of Licensing	062423 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 06/18/23 - 06/24/23	58660	\$93.00
Dept of Licensing	070123 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 06/25/23 - 07/01/23	58660	\$201.00
Dept of Licensing	070823 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 07/02/23 - 07/08/23	58660	\$72.00
					58660 Total	\$366.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dept of Retirement (Deferred Comp)	6232023	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$5,774.04
					0 Total	\$5,774.04
Dept of Retirement PERS LEOFF	6232023	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$77,615.19
Dept of Retirement PERS LEOFF	6232023	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF State Contributions	0	\$476.02
					0 Total	\$78,091.21
Dept of Revenue EFT	May-23	001 013 518 90 49 06	GG-Excise Tax	May-23	0	\$1,979.79
Dept of Revenue EFT	May-23	410 016 531 10 44 00	SW-Excise Taxes	May-23	0	\$38,207.89
					0 Total	\$40,187.68
Dicks Towing Inc	18255207	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2023-10674	58661	\$151.66
Dicks Towing Inc	18255208	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2023-10674	58661	\$151.66
Dicks Towing Inc	18255479	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Towing Services PD Vehicle 2021 Ford Explorer	58661	\$138.47
					58661 Total	\$441.79
EFTPS	6232023	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$138,180.64
					0 Total	\$138,180.64
Electronic Business Machines	AR251361	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - 2WU09725	58662	\$55.51
Electronic Business Machines	AR252120	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - 2XW05905	58662	\$96.02
Electronic Business Machines	AR252836	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Copy Cost CH Admin XTZ10787	58662	\$518.49
					58662 Total	\$670.02
Enterprise FM Trust	FBN4788169	530 016 591 48 70 01	PW Lease Agreements	Vehicle Lease Fees	58663	\$7,550.83
Enterprise FM Trust	FBN4788169	530 016 594 48 70 00	Capital Lease Principal	Vehicle Lease Taxes & Fees	58663	\$2,556.20
					58663 Total	\$10,107.03
Fastenal Company	WAARN166368	101 016 544 90 31 02	ST-Operating Cost	Cleaner	58664	\$53.90
Fastenal Company	WAARN166368	410 016 531 10 31 02	SW - Operating Costs	Cleaner	58664	\$53.90
Fastenal Company	WAARN166709	101 016 544 90 31 02	ST-Operating Cost	Spring Hooks	58664	\$8.86
Fastenal Company	WAARN166709	410 016 531 10 31 02	SW - Operating Costs	Spring Hooks	58664	\$8.86
					58664 Total	\$125.52
Feldman & Lee PS	06-2023 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 06-2023	58665	\$10,600.00
					58665 Total	\$10,600.00
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	58617	\$177.57
					58617 Total	\$177.57
Gardner	893	520 008 594 21 63 00	Vehicles - Capital Equip	Equipment Install on PD Vehicle	58666	\$4,854.42
					58666 Total	\$4,854.42
GCP WW Holdco LLC	INV2010004963	001 010 576 80 26 00	PK-Clothing - Boot Allowance	Boots - K Young	58667	\$325.00
					58667 Total	\$325.00
Glaser	062123 GLASER	001 007 559 30 31 02	PB-Clothing	Work Boots Reimbursement	58668	\$186.82
					58668 Total	\$186.82
Graphic Tickets & Systems	7765	001 008 521 20 31 00	LE-Office Supplies	Sector Paper	58669	\$367.82
					58669 Total	\$367.82
Harmsen LLC	23_0833	303 010 594 76 60 00	Eagle Ridge Park	Eagel Ridge Park Wetland Mitigation Enchanche Plan	58670	\$2,600.00
					58670 Total	\$2,600.00
Home Depot	5012631	410 016 531 10 31 02	SW - Operating Costs	Rapid Set Cement/Eyebolt Set	58671	\$197.75
Home Depot	6012362	101 016 544 90 31 02	ST-Operating Cost	Multi Position Ladder/USB Cables	58671	\$402.19
Home Depot	9011944	101 016 544 90 31 02	ST-Operating Cost	Barb Splicer/PVC Plug/Repair Coupler/PVC Tee/Tubing	58671	\$70.71
					58671 Total	\$670.65

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Honey Bucket	553526966	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 410 E Lake Stevens Rd	58672	\$374.50
Honey Bucket	553529455	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	58672	\$352.89
Honey Bucket	553542525	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	58672	\$234.00
Honey Bucket	553554399	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	58672	\$180.50
					58672 Total	\$1,141.89
HSA Bank	6232023	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	58618	\$200.00
					58618 Total	\$200.00
ICMA Membership Renewals	1082933	001 001 513 10 49 00	Executive - Miscellaneous	ICMA Membership - B Gailey	58673	\$200.00
ICMA Membership Renewals	1128759	001 007 558 50 49 00	PL-Miscellaneous	ICMA Membership - R Wright	58673	\$200.00
					58673 Total	\$400.00
Industrial Bolt & Supply Inc	815738-3	101 016 544 90 31 02	ST-Operating Cost	Jacketed Wire	58674	\$38.67
Industrial Bolt & Supply Inc	815738-3	410 016 531 10 31 02	SW - Operating Costs	Jacketed Wire	58674	\$38.67
Industrial Bolt & Supply Inc	818015-2	101 016 544 90 31 02	ST-Operating Cost	Stud Lug Tubular Copper/Hex Washers	58674	\$5.47
Industrial Bolt & Supply Inc	818015-2	410 016 531 10 31 02	SW - Operating Costs	Stud Lug Tubular Copper/Hex Washers	58674	\$5.47
Industrial Bolt & Supply Inc	819029-1	101 016 544 90 31 02	ST-Operating Cost	Fuses/Impact Bits/Nut Drivers	58674	\$80.04
Industrial Bolt & Supply Inc	819029-1	410 016 531 10 31 02	SW - Operating Costs	Fuses/Impact Bits/Nut Drivers	58674	\$80.04
					58674 Total	\$248.36
Ink It Your Way LLC	9960	001 008 521 30 31 00	LE-Community Outreach Supplies	LSPD Garden Sign	58675	\$37.16
					58675 Total	\$37.16
Jorgensen	1063	510 006 518 80 49 32	LR - Permit Trax	Annual Maint Fee for PermitTrax Suite	58676	\$11,367.20
					58676 Total	\$11,367.20
Kaiser Permanente	73402784	410 016 531 10 41 01	SW - Professional Services	Employee Comm Drivers Med Exam - Nedrow	58677	\$125.00
Kaiser Permanente	73402784	410 016 531 10 41 01	SW - Professional Services	Employee Comm Drivers Med Exam - Womack	58677	\$125.00
Kaiser Permanente	73402784	410 016 531 10 41 01	SW - Professional Services	Employee Health Screen - Case	58677	\$61.00
Kaiser Permanente	73402784	001 008 521 20 41 00	LE-Professional Services	Employee Health Screen - Fenton	58677	\$152.00
Kaiser Permanente	73402784	001 008 521 20 41 00	LE-Professional Services	Employee Health Screen - Kolomyza	58677	\$222.00
					58677 Total	\$685.00
Kilroy	070223 KILROY	001 008 521 20 43 00	LE-Travel & Per Diem	Taser Instructor Training Meal PerDiem	58678	\$102.00
					58678 Total	\$102.00
King	27302	101 016 542 30 41 02	ST-Professional Service	Annual Backflow Assembly Certificate Grimm House	58679	\$60.00
					58679 Total	\$60.00
Kolomyza	061423 KOLOMYZA	001 008 521 20 43 00	LE-Travel & Per Diem	BAC Basic Training Meal PerDiem	58680	\$22.00
					58680 Total	\$22.00
Lake Industries LLC	298190	410 016 531 10 41 01	SW - Professional Services	Dump Site Fill Material - Yard Export	58681	\$96.00
					58681 Total	\$96.00
Lake Stevens Chamber of Commerce	07-2023 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 07-2023	58682	\$1,500.00
					58682 Total	\$1,500.00
Lake Stevens Police Guild	6232023	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	58619	\$1,213.25
					58619 Total	\$1,213.25
Lake Stevens Sewer District	1195 0723	001 010 576 80 47 00	PK-Utilities	Sewer - Cedarwood Park Acct 1195-01	58683	\$99.00
Lake Stevens Sewer District	12326 0723	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	58683	\$100.00
Lake Stevens Sewer District	13135 0723	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	58683	\$49.50
Lake Stevens Sewer District	13135 0723	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	58683	\$49.50
Lake Stevens Sewer District	2538 0723	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	58683	\$198.00
Lake Stevens Sewer District	3628 0723	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-02	58683	\$99.00
Lake Stevens Sewer District	6294 0723	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	58683	\$99.00
Lake Stevens Sewer District	6296 0723	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	58683	\$198.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Sewer District	6390 0723	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	58683	\$194.70
Lake Stevens Sewer District	6666 0723	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	58683	\$99.00
Lake Stevens Sewer District	6671 0723	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	58683	\$99.00
Lake Stevens Sewer District	6810 0723	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	58683	\$198.00
Lake Stevens Sewer District	7002 0723	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	58683	\$99.00
Lake Stevens Sewer District	8710 0723	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	58683	\$99.00
Lake Stevens Sewer District	9902 0723	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	58683	\$99.00
					58683 Total	\$1,779.70
Land Development Consultants Inc	31504	309 016 595 61 60 03	S. Lake Stevens Path Design	SLSR Multi-Use Trail Phase II & III	58684	\$16,520.78
Land Development Consultants Inc	31668	309 016 595 61 60 03	S. Lake Stevens Path Design	SLSR Multi-Use Trail Phase II & III	58684	\$3,674.83
Land Development Consultants Inc	31722	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Park Playfields	58684	\$893.00
					58684 Total	\$21,088.61
Lemay Mobile Shredding Inc	4800174S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	58685	\$12.58
Lemay Mobile Shredding Inc	4801533S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	58685	\$25.16
Lemay Mobile Shredding Inc	4801788S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW	58685	\$5.68
Lemay Mobile Shredding Inc	4801788S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW	58685	\$5.69
Lemay Mobile Shredding Inc	4801788S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW	58685	\$5.69
					58685 Total	\$54.80
Mackenzie Engineering Inc	1084066	001 007 558 50 41 00	PL-Professional Servic	Lake Stevens Industrial Analysis	58686	\$1,972.04
					58686 Total	\$1,972.04
Marshall	071523 MARSHALL	001 008 521 20 43 00	LE-Travel & Per Diem	Drone School Meal PerDiem	58687	\$44.00
					58687 Total	\$44.00
Martin	062523 MARTIN	001 013 582 10 00 00	Refund of Deposit	LS23-Martin_6-25 Mill Deposit Refund	58688	\$250.00
					58688 Total	\$250.00
Martinell	060623MARTINELL	001 000 362 00 00 03	Davies Beach - Launch/Parking	Boat Lauch Duplicate Payment Refund	58689	\$75.00
					58689 Total	\$75.00
Mathers Schmidt	063023 MATHERS	001 000 362 00 00 50	Deposit Forfeitures	LS23-Mathers_6-30 Mill Deposit Forfeiture	58690	(\$250.00)
Mathers Schmidt	063023 MATHERS	001 013 582 10 00 00	Refund of Deposit	LS23-Mathers_6-30 Mill Deposit Refund	58690	\$500.00
					58690 Total	\$250.00
McLoughlin & Eardley Group Inc	269273	520 008 594 21 63 00	Vehicles - Capital Equip	2023 PD Vehicle Equip PO #1886	58691	\$935.18
					58691 Total	\$935.18
Metron and Associates Inc	22690-REV	304 016 595 61 60 01	ADA Ramp Improvements	ADA Improvements Project	58692	\$12,000.00
					58692 Total	\$12,000.00
Michael	071523 MICHAEL	001 008 521 20 43 00	LE-Travel & Per Diem	Drone School Meal PerDiem	58693	\$44.00
					58693 Total	\$44.00
MissionSquare - 108991	6942424	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	58620	\$483.62
					58620 Total	\$483.62
MissionSquare - 307428	6820495	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	58621	\$1,399.87
					58621 Total	\$1,399.87
Monroe Correctional Complex	MCC2305.1514	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 05-2023	58694	\$144.93
Monroe Correctional Complex	MCC2305.1514	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 05-2023	58694	\$64.85
Monroe Correctional Complex	MCC2305.1514	410 016 531 10 48 00	SW - Repairs & Maintenance	DOC Work Crew 05-2023	58694	\$158.36
					58694 Total	\$368.14
Morton	070823 MORTON	001 013 582 10 00 00	Refund of Deposit	LS23-Morton_7-8 Mill Deposit Refund	58695	\$150.00
					58695 Total	\$150.00
Murkerson	070823MURKERSON	001 013 582 10 00 00	Refund of Deposit	LS23-Murkerson_7-8 Mill Deposit Refund	58696	\$150.00
					58696 Total	\$150.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nationwide Retirement Solution	6232023	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$5,947.75
					0 Total	\$5,947.75
Nelson Petroleum Inc	0837329-IN	001 007 559 30 32 00	PB-Fuel	Fuel	58697	\$125.76
Nelson Petroleum Inc	0837329-IN	001 008 521 20 32 00	LE-Fuel	Fuel	58697	\$3,819.49
Nelson Petroleum Inc	0837329-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	58697	\$1,036.31
Nelson Petroleum Inc	0837329-IN	101 016 542 30 32 00	ST-Fuel	Fuel	58697	\$648.89
Nelson Petroleum Inc	0837329-IN	410 016 531 10 32 00	SW - Fuel	Fuel	58697	\$648.89
Nelson Petroleum Inc	0837329-IN	001 002 513 11 43 00	AD-Travel & Meetings	Fuel PW61	58697	\$64.60
					58697 Total	\$6,343.94
New Horizons Computer Learning	CLC-56305	001 006 518 80 49 01	IT-Staff Development	Sharepoint Site Collections & Owner Admin	58698	\$2,677.50
New Horizons Computer Learning	CLC-56423	001 006 518 80 49 01	IT-Staff Development	Sharepoint Online Administrators	58698	\$1,260.00
					58698 Total	\$3,937.50
Northend Excavating Inc	MILL SPUR PE1	304 016 595 30 60 04	Festival St/Mill Spur DT Parkg	Mill Spur Parking Lot Project Pay Estimate #1	58699	\$58,325.80
Northend Excavating Inc	MILL SPUR PE1	304 000 382 20 00 00	Retainage	Mill Spur Parking Lot Project Pay Estimate #1 Retainage	58699	(\$2,916.29)
					58699 Total	\$55,409.51
NPR Commercial Construction Inc	6103	001 012 575 51 40 00	CS-Grimm House - Services	Grimm House Fence Install	58700	\$14,293.17
					58700 Total	\$14,293.17
NRPA Annual Conference Registration	NRPA GARCEAU	001 010 576 80 49 01	PK-Staff Development	NRPA Conf Registration - S Garceau	58701	\$535.00
NRPA Annual Conference Registration	NRPA MEIS	001 010 576 80 49 01	PK-Staff Development	NRPA Conf Registration - J Meis	58701	\$645.00
					58701 Total	\$1,180.00
Office of the State Treasurer	06-2023 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 06-2023	58702	\$497.00
Office of the State Treasurer	06-2023 STATE	633 000 586 00 00 01	State Court Remit	State Court Fees 06-2023	58702	\$7,105.92
					58702 Total	\$7,602.92
Ogden Murphy Wallace PLLC	876418	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 05-2023	58703	\$21,789.00
Ogden Murphy Wallace PLLC	876418	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 05-2023 Powerline Trail - Quail Court	58703	\$16,671.00
Ogden Murphy Wallace PLLC	876418	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 05-2023 PRR	58703	\$1,869.00
Ogden Murphy Wallace PLLC	876418	001 011 515 41 41 04	Ext Attorney - Sewer	Legal Services 05-2023 Sewer	58703	\$1,925.00
					58703 Total	\$42,254.00
Olbrechts	06-2023 HEARING	001 007 558 60 41 02	PL-Prof Serv-Hearing E	Hearing Examiner Services 06-2023	58704	\$2,439.00
					58704 Total	\$2,439.00
Ovens	062623 OVENS	001 008 521 40 49 01	LE-Registration Fees	Sergeants Academy Registration	58705	\$850.00
					58705 Total	\$850.00
Pace Engineers Inc	88017	306 016 535 00 40 00	Engineering - 131st	Industrial Site Readiness - 131st Ave NE Sewer Main Ext	58625	\$22,910.75
Pace Engineers Inc	88155	306 016 535 00 40 00	Engineering - 131st	Industrial Site Readiness - 131st Ave NE Sewer Main Ext	58625	\$102,328.90
					58625 Total	\$125,239.65
Parnell	073023 PARNELL	001 008 521 20 43 00	LE-Travel & Per Diem	ICAC Interviews Training Meal PerDiem	58706	\$378.00
					58706 Total	\$378.00
Petersen Brothers Inc	23054	101 016 542 64 48 01	ST-Traf Control - Guardrail	Guardrail Repairs 1115 S Lake Stevens Rd 50% Payment	58707	\$6,878.92
Petersen Brothers Inc	23054	101 000 382 20 00 00	PW - Retainage	Guardrail Repairs 1115 S Lake Stevens Rd 50% Retainage	58707	(\$3,439.46)
					58707 Total	\$3,439.46
Pitney Bowes Global Financial Services	3317651692	001 013 591 18 70 01	Lease Agreements	Postage Machine Rental 04/23/23 - 07/22/23	58708	\$202.74
Pitney Bowes Global Financial Services	3317651692	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental Taxes	58708	\$13.25
					58708 Total	\$215.99

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
PODS Enterprises LLC	PODS005194158	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage 06-2023	58709	\$130.07
PODS Enterprises LLC	PODS005199709	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage 06-2023	58709	\$130.07
PODS Enterprises LLC	PODS005409847	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage 07-2023	58709	\$130.07
PODS Enterprises LLC	PODS005415925	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage 07-2023	58709	\$130.07
					58709 Total	\$520.28
Public Safety Testing Inc	2023-592	001 008 521 20 41 00	LE-Professional Services	Q2 2023 Recruiting Assistance - Police Officer	58710	\$504.00
Public Safety Testing Inc	PSTI23-172	001 008 521 20 41 00	LE-Professional Services	Police Officer Candidate Background Investigation	58710	\$1,776.62
					58710 Total	\$2,280.62
Puget Sound Clean Air Agency	Q3 2023 PSCAA	001 013 553 70 41 00	GG - Air Pollution	Q3 2023 Clean Air Assessment	58711	\$6,618.00
					58711 Total	\$6,618.00
Puget Sound Energy	200003723810 0623	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	58712	\$82.30
Puget Sound Energy	200024316495 0623	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	58712	\$39.30
Puget Sound Energy	200024316495 0623	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	58712	\$39.29
Puget Sound Energy	200024316495 0623	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	58712	\$39.29
Puget Sound Energy	220022339471 0623	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	58712	\$171.27
Puget Sound Energy	220024770236 0623	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	58712	\$77.29
Puget Sound Energy	220028663866 0623	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	58712	\$146.62
Puget Sound Energy	220028663874 0623	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	58712	\$57.65
					58712 Total	\$653.01
Purchase Power	06-2023 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	58713	\$36.82
Purchase Power	06-2023 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	58713	\$160.26
Purchase Power	06-2023 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	58713	\$1.46
Purchase Power	06-2023 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	58713	\$1.46
					58713 Total	\$200.00
Quest Software Inc	1001036110	510 006 518 80 49 15	LR - Quest Backup Solution	Rapid Recovery Capacity License Fees	58714	\$4,918.50
					58714 Total	\$4,918.50
Reichert	070923 REICHERT	001 013 582 10 00 00	Refund of Deposit	LS23-Reichert2_7-9 Mill Deposit Refund	58715	\$300.00
					58715 Total	\$300.00
Right On Heating and Sheet Metal Inc	30496	001 012 569 00 48 00	CS- Senior Services R&M	Service Call - Senior Center AC	58716	\$404.41
					58716 Total	\$404.41
RP Electronics Inc	7429	001 013 518 20 47 02	GG-Utilities for Rentals	Q3 2023 Fire Alarm Monitoring 1819 S Lake Stevens Rd	58717	\$204.77
					58717 Total	\$204.77
SavATree LLC	12823118	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Removal Services SR92 - Streets	58718	\$15,642.94
					58718 Total	\$15,642.94
SBN Planning LLC	COLS-003	001 007 558 50 41 00	PL-Professional Servic	2024 Comp Plan	58626	\$20,682.50
					58626 Total	\$20,682.50
SCCFOA	070623 SCCOFA	001 004 514 23 49 00	FI-Miscellaneous	2023 SCCFOA Membership - M Wells	58719	\$30.00
					58719 Total	\$30.00
Sherwin-Williams Co	5322-4	001 010 576 80 31 00	PK-Operating Costs	Paint	58720	\$766.07
					58720 Total	\$766.07
Smarsh Inc	INV-108681	510 006 518 80 49 05	LR - Smarsh	Verizon MG Cloud MT	58721	\$692.64
					58721 Total	\$692.64
Sno Isle Libraries	062923 SNO-ISLE	001 013 582 10 00 00	Refund of Deposit	LS23-Stansfield_7-19 Mill Deposit Refund	58722	\$250.00
					58722 Total	\$250.00
Snohomish County Public Works	I000612160	101 016 542 30 41 02	ST-Professional Service	Signal/Sign Repair & Maint 05-2023	58723	\$305.51
					58723 Total	\$305.51

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	100733539	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric	58724	\$643.35
Snohomish County PUD	106053960	101 016 542 63 47 00	ST-Lighting - Utilities	223687294 Street Lights	58724	\$27.81
Snohomish County PUD	109347739	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	58724	\$102.53
Snohomish County PUD	109347739	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	58724	\$102.53
Snohomish County PUD	109347739	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	58724	\$102.52
Snohomish County PUD	112621199	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	58724	\$127.87
Snohomish County PUD	112621199	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	58724	\$229.90
Snohomish County PUD	112621199	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	58724	\$1,417.88
Snohomish County PUD	112621199	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	58724	\$24.65
Snohomish County PUD	112621199	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	58724	\$48.34
Snohomish County PUD	112621199	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	58724	\$73.88
Snohomish County PUD	112621199	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	58724	\$32.62
Snohomish County PUD	112621199	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	58724	\$436.98
Snohomish County PUD	112621199	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	58724	\$57.94
Snohomish County PUD	112624773	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	58724	\$61.91
Snohomish County PUD	112624773	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	58724	\$61.90
Snohomish County PUD	112624773	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	58724	\$61.89
Snohomish County PUD	112628459	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	58724	\$9.28
Snohomish County PUD	112628459	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	58724	\$9.28
Snohomish County PUD	112628459	410 016 531 10 47 00	SW - Utilities	202340527 Decant Yard	58724	\$9.27
Snohomish County PUD	115922140	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	58724	\$52.62
Snohomish County PUD	115926368	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	58724	\$97.80
Snohomish County PUD	115926368	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	58724	\$60.52
Snohomish County PUD	122529177	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	58724	\$95.03
Snohomish County PUD	122535867	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	58724	\$157.31
Snohomish County PUD	125845923	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	58724	\$57.94
Snohomish County PUD	125845924	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	58724	\$423.71
Snohomish County PUD	125849013	001 010 576 80 47 00	PK-Utilities	223759374 10110 5th Pl Water	58724	\$57.94
Snohomish County PUD	129125493	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	58724	\$110.60
					58724 Total	\$4,755.80
Snohomish County PUD	135727728	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	58725	\$418.38
Snohomish County PUD	135729714	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	58725	\$23.85
Snohomish County PUD	138936522	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 Commercial Bldg 1819 S Lake Stevens Rd	58725	\$795.24
Snohomish County PUD	138938999	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	58725	\$8.70
Snohomish County PUD	142260874	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	58725	\$281.18
Snohomish County PUD	142260874	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	58725	\$281.19
Snohomish County PUD	142260874	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	58725	\$281.19
Snohomish County PUD	145594267	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	58725	\$43.63
Snohomish County PUD	148884923	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	58725	\$55.81
Snohomish County PUD	148886185	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	58725	\$9.84
Snohomish County PUD	148886185	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	58725	\$1,300.43
Snohomish County PUD	148886185	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	58725	\$211.77
Snohomish County PUD	155434938	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	58725	\$173.81
Snohomish County PUD	155434939	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	58725	\$83.38
Snohomish County PUD	155440113	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	58725	\$57.89
Snohomish County PUD	161776071	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	58725	\$26.24
Snohomish County PUD	161778893	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	58725	\$30.08

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	164972577	101 016 542 63 47 00	ST-Lighting - Utilities	223611120 Traffic Light	58725	\$52.95
Snohomish County PUD	164978812	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	58725	\$57.94
					58725 Total	\$4,193.50
Snohomish County Treasurer	063023 TRASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 06-2023	58726	\$106.27
					58726 Total	\$106.27
Snohomish Regional Fire & Rescue	Q2 2023 FIRE	633 000 589 30 00 02	Fire District Fee Remit	Q2 2023 Fire Fees	58727	\$10,502.50
					58727 Total	\$10,502.50
Sound Publishing Inc	EDH978273	101 016 542 30 41 01	ST-Advertising	RFB - ADA Improvements	58728	\$175.68
Sound Publishing Inc	EDH978353	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0019 Trailhead & Dog Park 20th St SE Ballfield	58728	\$118.80
Sound Publishing Inc	EDH978524	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0044 Standish Boatlift	58728	\$113.64
Sound Publishing Inc	EDH978716	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0094 Kravchuk Preliminary Short Plat	58728	\$80.96
Sound Publishing Inc	EDH978755	001 007 558 50 41 04	Permit Related Professional Sr	LUA2022-0092 Batcheldor Phase I and II Rezone	58728	\$123.96
Sound Publishing Inc	EDH978764	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0098 Vellingo Replacement Dock	58728	\$67.20
Sound Publishing Inc	EDH978894	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0116 Lanark Landing Subdivision	58728	\$111.92
Sound Publishing Inc	EDH979062	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0065 Darling Baording House	58728	\$82.68
Sound Publishing Inc	EDH979966	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0032 Fagerlie Prelim PLAT	58728	\$216.84
					58728 Total	\$1,091.68
Sound Safety Products Co Inc	550591/1	101 016 542 90 31 01	ST-Clothing	Steel Toe Adjustable Gusset Work Boot - T Wright	58729	\$94.51
Sound Safety Products Co Inc	550591/1	410 016 531 10 31 00	SW - Clothing	Steel Toe Adjustable Gusset Work Boot - T Wright	58729	\$94.51
					58729 Total	\$189.02
Sound Security Inc	1097596	001 010 576 80 41 00	PK-Professional Services	Access Monitoring Lundeen Park	58730	\$22.54
Sound Security Inc	1097596	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	58730	\$589.34
Sound Security Inc	1097596	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	58730	\$409.79
Sound Security Inc	1097596	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	58730	\$301.25
Sound Security Inc	1097596	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	58730	\$301.24
Sound Security Inc	1097596	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	58730	\$301.25
					58730 Total	\$1,925.41
Southlake Holdings LLC	SL CENTER POND	001 013 518 20 48 01	GG - R&M - Commercial Bldg	Pond Cleaning 10518 20th St SE	58731	\$3,327.55
					58731 Total	\$3,327.55
Sprague Pest Solutions	5129432	001 012 575 51 40 00	CS-Grimm House - Services	Pest Control - Grimm House	58732	\$95.64
Sprague Pest Solutions	5129433	101 016 542 30 41 02	ST-Professional Service	Pest Control - PW Shop	58732	\$84.71
Sprague Pest Solutions	5129433	410 016 531 10 41 01	SW - Professional Services	Pest Control - PW Shop	58732	\$84.71
Sprague Pest Solutions	5129434	001 013 518 20 41 00	GG-Professional Service	Pest Control - CH	58732	\$103.84
					58732 Total	\$368.90
Springbrook Nursery & Trucking Inc	347021	410 016 531 10 41 01	SW - Professional Services	Dump Fees - Wood Debris	58733	\$168.00
Springbrook Nursery & Trucking Inc	347146	410 016 531 10 41 01	SW - Professional Services	Dump Fees - Wood Debris	58733	\$336.00
Springbrook Nursery & Trucking Inc	347883	101 016 542 30 41 02	ST-Professional Service	Dump Fees - Brush/Stumps	58733	\$48.00
Springbrook Nursery & Trucking Inc	348289	101 016 542 30 41 02	ST-Professional Service	Dump Fees - Brush/Stumps	58733	\$144.00
					58733 Total	\$696.00
Stabile	062323 STABILE	001 013 582 10 00 00	Refund of Deposit	LS23-Stabile 6-23 Mill Deposit Refund	58734	\$150.00
					58734 Total	\$150.00
Stericycle Inc	3006498330	001 010 576 80 41 00	PK-Professional Services	Hazardous Water Disposal PW	58735	\$3.46
Stericycle Inc	3006498330	101 016 542 30 41 02	ST-Professional Service	Hazardous Water Disposal PW	58735	\$3.45
Stericycle Inc	3006498330	410 016 531 10 41 01	SW - Professional Services	Hazardous Water Disposal PW	58735	\$3.45
					58735 Total	\$10.36
Stradley	062223 STRADLEY	001 013 582 10 00 00	Refund of Deposit	LS23-Stradley 6-22 Mill Deposit Refund	58736	\$300.00
					58736 Total	\$300.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Summit Law Group PLLC	145895	001 011 515 41 41 03	Ext Consult - Labor Relations	General Labor Matters 05-2023	58737	\$18,864.78
					58737 Total	\$18,864.78
Technological Services Inc	26732	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services PT-21-97	58738	\$1,168.62
Technological Services Inc	26774	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services A-20-92	58738	\$69.30
Technological Services Inc	26776	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services PT-21-93	58738	\$210.25
Technological Services Inc	26800	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services A-20-91	58738	\$66.57
					58738 Total	\$1,514.74
Thibodeaux	062423 THIBODEA	001 000 362 00 00 50	Deposit Forfeitures	LS22-Thibod2_6-24-23 Mill Deposit Forfeiture	58739	(\$250.00)
Thibodeaux	062423 THIBODEA	001 013 582 10 00 00	Refund of Deposit	LS22-Thibod2_6-24-23 Mill Deposit Refund	58739	\$500.00
					58739 Total	\$250.00
Thyssenkrupp Elevator Corporation	3007216711	001 008 521 50 48 00	LE-Facility Repair & Maint	Elevator Service - 1825 S Lake Stevens Rd	58740	\$948.98
					58740 Total	\$948.98
Transpo Group USA Inc	30633	101 016 542 30 41 03	ST - Prof Services - Comp Plan	LS Comprehensive Plan Update	58627	\$15,861.25
					58627 Total	\$15,861.25
Transpo Group USA Inc	30487	304 016 595 61 60 01	ADA Ramp Improvements	On-Call Engineering Services	58741	\$12,220.00
Transpo Group USA Inc	30526	304 016 595 61 60 01	ADA Ramp Improvements	LS ADA Transition Plan	58741	\$7,247.50
Transpo Group USA Inc	30648	304 016 595 30 60 05	R2 - Main Street	LS Main Street Design	58741	\$8,045.44
					58741 Total	\$27,512.94
Trevor Justin Government Relations LLC	8	001 013 511 70 40 00	Lobbying Services	Lobbying Services 06-2023	58742	\$4,500.00
					58742 Total	\$4,500.00
ULINE	164818938	001 010 576 80 31 00	PK-Operating Costs	Graffiti Remover/Trash Bags	58743	\$1,147.82
ULINE	164818938	001 010 576 80 31 00	PK-Operating Costs	Hand Sanitizer/Sunscreen Packets	58743	\$124.37
ULINE	164818938	101 016 544 90 31 02	ST-Operating Cost	Hand Sanitizer/Sunscreen Packets	58743	\$124.36
ULINE	164818938	410 016 531 10 31 02	SW - Operating Costs	Hand Sanitizer/Sunscreen Packets	58743	\$124.36
ULINE	164818938	101 016 544 90 31 02	ST-Operating Cost	L-Desk	58743	\$359.75
ULINE	164818938	410 016 531 10 31 02	SW - Operating Costs	L-Desk	58743	\$359.74
					58743 Total	\$2,240.40
UPS	0000074Y42243	001 008 521 20 42 00	LE-Communication	Evidence Shipping	58744	\$6.24
UPS	0000074Y42253	001 008 521 20 42 00	LE-Communication	Evidence Shipping	58744	\$21.55
UPS	0000074Y42263	001 008 521 20 42 00	LE-Communication	Evidence Shipping	58744	\$34.37
					58744 Total	\$62.16
US Mower	282581	101 016 544 90 31 02	ST-Operating Cost	Mower Assembly & Parts PW30	58745	\$1,625.70
					58745 Total	\$1,625.70
Veritone Inc	494148	001 008 521 20 41 01	LE-Professional Serv-Fixed	Redact Application Amendment for Overages	58746	\$1,093.00
					58746 Total	\$1,093.00
Washington Audiology Services	61881	001 007 558 50 41 00	PL-Professional Serv	Hearing Tests	58747	\$162.93
Washington Audiology Services	61881	001 008 521 20 41 00	LE-Professional Services	Hearing Tests	58747	\$1,710.72
Washington Audiology Services	61881	001 010 576 80 41 00	PK-Professional Services	Hearing Tests	58747	\$407.31
Washington Audiology Services	61881	101 016 542 30 41 02	ST-Professional Service	Hearing Tests	58747	\$733.16
Washington Audiology Services	61881	410 016 531 10 41 01	SW - Professional Services	Hearing Tests	58747	\$814.63
					58747 Total	\$3,828.75
Washington Finance Officers Assoc	E1233	001 004 514 23 49 01	FI-Staff Development	WFOA Conf Registration - A Crim	58748	\$495.00
					58748 Total	\$495.00
Washington State Patrol	I23007289	001 007 558 50 31 02	PL-Permit Related Op. Costs	Weapons Permit Background Checks	58749	\$33.00
Washington State Patrol	I23007665	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	58749	\$457.25
					58749 Total	\$490.25

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Washington State Support Registry	6232023	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$546.86
					0 Total	\$546.86
Wave Broadband	103946401-0010246	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	58750	\$634.41
Wave Broadband	103946401-0010246	001 002 513 11 42 00	AD-Communications	Telephone Service	58750	\$73.15
Wave Broadband	103946401-0010246	001 003 514 20 42 00	CC-Communications	Telephone Service	58750	\$146.29
Wave Broadband	103946401-0010246	001 004 514 23 42 00	FI-Communications	Telephone Service	58750	\$146.29
Wave Broadband	103946401-0010246	001 005 518 10 42 00	HR-Communications	Telephone Service	58750	\$73.14
Wave Broadband	103946401-0010246	001 006 518 80 42 00	IT-Communications	Telephone Service	58750	\$219.44
Wave Broadband	103946401-0010246	001 007 558 50 42 00	PL-Communication	Telephone Service	58750	\$475.71
Wave Broadband	103946401-0010246	001 007 559 30 42 00	PB-Communication	Telephone Service	58750	\$73.15
Wave Broadband	103946401-0010246	001 008 521 20 42 00	LE-Communication	Telephone Service	58750	\$2,488.00
Wave Broadband	103946401-0010246	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service	58750	\$73.15
Wave Broadband	103946401-0010246	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	58750	\$73.15
Wave Broadband	103946401-0010246	001 013 518 20 42 00	GG-Communication	Telephone Service	58750	\$292.59
Wave Broadband	103946401-0010246	101 016 543 30 42 00	ST-Communications	Telephone Service	58750	\$420.97
Wave Broadband	103946401-0010246	410 016 531 10 42 00	SW - Communications	Telephone Service	58750	\$420.97
					58750 Total	\$5,610.41
Wheeling Park Commission	060723 WHEELING	001 010 576 80 43 00	PK-Travel & Meetings	Supervisors Mgmt School Meals/Lodging	58751	\$680.00
Wheeling Park Commission	060723 WHEELING	001 010 576 80 49 01	PK-Staff Development	Supervisors Mgmt School Registration	58751	\$1,366.19
					58751 Total	\$2,046.19
Willards Pest Control Co	411556	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	58752	\$149.89
Willards Pest Control Co	411557	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	58752	\$79.94
					58752 Total	\$229.83
WR Lake Stevens LLC	06-2023 WR	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles 06-2023	58753	\$600.00
					58753 Total	\$600.00
Zachor Stock & Krepps Inc PS	23-LKS-0006	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 06-2023	58754	\$14,294.00
					58754 Total	\$14,294.00
					Grand Total	\$967,987.47

CITY COUNCIL STAFF REPORT



Agenda Date: 7/18/2023

Subject: Interlocal Agreement for Jail Services

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to Execute the Interlocal Agreement for Jail Services

SUMMARY/BACKGROUND:

The City of Lake Stevens and the City of Marysville entered into an Interlocal Agreement for Jail Services in September of 1999. The parties have amended the agreement from time to time to reflect current costs and services. The current agreement ends on June 30, 2023. The parties wish to extend the date to December 31, 2023.

Except for the dates above, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999, and all of the written amendment set forth above shall remain in full force and effect unchanged.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Agreement

AFTER RECORDING RETURN TO:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

**Interlocal Agreement for Jail Services
Lake Stevens
Effective July 1, 2023.**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, the cities have had an agreement for jail services since September 27, 1999, Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, the parties inadvertently allowed the agreement to expire without extending it; and

WHEREAS, the parties intended to extend the agreement to December 31, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Effective July 1, 2023, the Agreement dated September 27, 1999, and all amendments through the sixteenth amendment (including all schedules) is ratified and remains in full force with no changes until December 31, 2023.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
Brett Gailey, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

By _____
_____, City Attorney

DATE: _____

Attest: _____
_____, City Clerk

APPROVED as to form:

By _____
Jon Walker, City Attorney

DATE: _____

Attest: _____
_____, Deputy City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 7/18/2023

Subject: Batcheldor Phase I and II Rezone

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. 1164 related to the Batcheldor Phase I and II Rezone / LUA2022-0092.
2. Motion to approve Ordinance No. 1164: An ordinance of the city of Lake Stevens amending the zoning for an approximate, undeveloped 25-acre site on four parcels (APNs: 2906000302400, 2906000302401, 2906000301600 and 2906000304000, located at 11922 and 12009 20th Street SE and an undeveloped parcel east of 117th Drive SE, Lake Stevens, WA from R6 to R8-12 as part of the Batcheldor Phase I and II Rezone (City File No. LUA2022-0092).

SUMMARY/BACKGROUND:

SUMMARY:

Closed Record Public Hearing and First and Final Reading of Ordinance No. 1164 (**Exhibit 1**) related to the Batcheldor Phase I and II Rezone (LUA2022-0092).

BACKGROUND/HISTORY:

The applicant, Mike Reid with South Lake Ridge, LLC, has applied for a site-specific rezone for an approximate 25-acre site located at 11922 and 12009 20th Street SE (Batcheldor) and an undeveloped parcel east of 117th Drive SE (Nesse), Lake Stevens, WA 98258 / Parcel Numbers: 2906000302400, 2906000302401, 2906000301600 (Batcheldor) and 2906000304000 (Nesse), 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 132-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 the Council rezone decision will be forwarded with the preliminary plat and variance applications to the Hearing Examiner for review and a decision ruling.

The subject property is 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, and northwest of the site are zoned R6. However, the properties directly to the northeast (Hisey property) and to the south (across 20th Street SE) are zoned R8-12.

The city received the applications on February 3, 2023 and issued a Determination of Completeness on February 28, 2023. A public meeting was held on March 21, 2023, at 6 p.m. 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 on July 8, 2023. Email notice to the parties of record were sent a day earlier on July 7, 2023.

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 used a lower lot yield of 71 units vs 78 units and calculated that 71 dwelling units would result in 670 new average daily trips (ADT) and 67 new PM peak-hour trips. Under the proposed R8-12 be approved, the TIA calculated that 106 dwelling units would result in an increase of 330 average daily trips and an increase of 33 PM peak hour trips. The TIA determined that affected intersections will operate at acceptable levels of service with the proposed R8-12 zoning.

The city has adopted reasonable measures in its Comprehensive Plan to increase residential capacity to meet its adopted population target, including 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 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% of the total growth in the county.

The rezone would allow an additional 28 lots (28 units) on the site, which based on census data for average household size in Lake Stevens (2.9 persons per household) would increase the city's population capacity by approximately 81 people, or 11% 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 Batchelder Phase I and II Rezone proposal (LUA2022-0092) to be consistent with LSMC 14.16C.090 and has submitted a recommendation (**Exhibit 2**) 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 1 - Ordinance No. 1164
2. Exhibit 2 - Hearing Examiner Recommendation

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

ORDINANCE NO. 1164

AN ORDINANCE OF THE CITY OF LAKE STEVENS AMENDING THE OFFICIAL ZONING MAP ENACTED BY ORDINANCE 1106; APPROVING THE BATCHELDOR PHASE I AND II REZONE (CITY FILE NO. LUA2022-0092) LOCATED AT 11922 AND 12009 20th STREET SE AND AN UNDEVELOPED PARCEL EAST OF 117TH DRIVE SE OFF THE MACHIAS CUTOFF ROAD IN LAKE STEVENS, COMPRISED OF THE FOLLOWING PARCELS 2906000302400, 2906000302401, 2906000301600 AND 29062000304000 BY REZONING THE SUBJECT PARCELS 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 May 11, 2021, the City Council approved Ordinance No. 1112, which authorized the annexation of those properties within the Southeast Interlocal Annexation Area and established Comprehensive Plan land use designations and zoning designations effective as July 16, 2021; and

WHEREAS, on February 3, 2023, the city received an application for a site-specific rezone (City File No. LUA2022-0092) referred to as the Batcheldor Phase I and II Rezone; and

WHEREAS, the Batcheldor Phase I and II Rezone includes approximately 25 acres north of 20th Street SE (Exhibit A) and would change the zoning designation on Parcel Nos. 2906000302400, 2906000302401, 2906000301600 and 29062000304000 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 June 26, 2023; 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 June 26, 2023, and all public testimony has been given full consideration; and

WHEREAS, on July 7, 2023, 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, between July 7 to July 10, 2023, the city duly posted, published, and mailed the notice of closed-record hearing before the City Council on July 18, 2023; and

WHEREAS, the City Council considered the Hearing Examiners recommendation at a closed record public hearing on July 18, 2023; and

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 parcels 2906000302400, 2906000302401, 2906000301600 and 29062000304000 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 18th day of July 2023.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

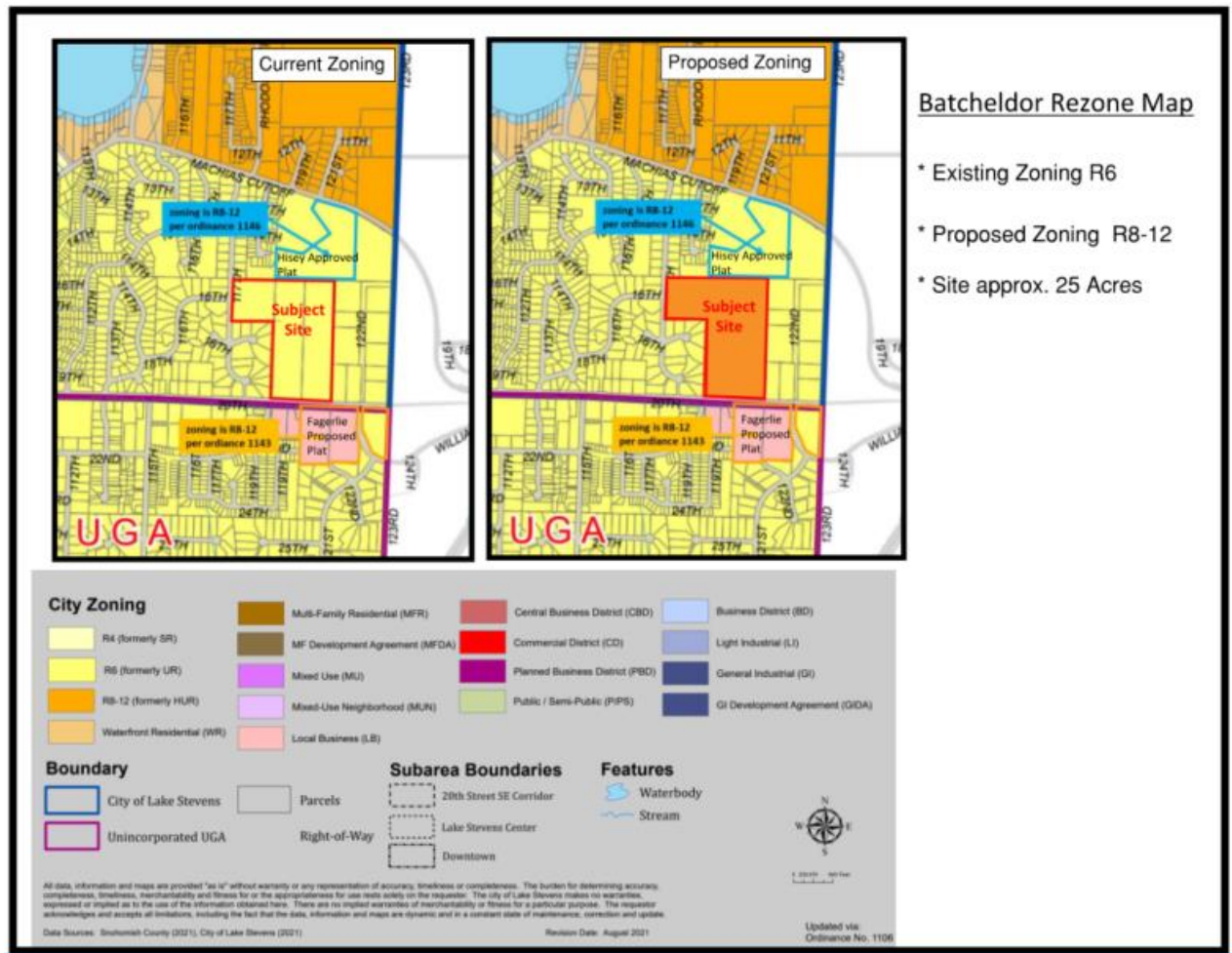
Greg Rubstello, City Attorney

First and Final Reading: July 18, 2023

Published:

Effective Date:

Exhibit A



BEFORE THE HEARING EXAMINER FOR THE CITY OF LAKE STEVENS

Phil Olbrechts, Hearing Examiner

RE: Batcheldor Rezone LUA2022-0092	FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION.
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INTRODUCTION

South Lake Ridge, LLC., has applied to rezone a 25-acre site from R-6 to R8-12. The site is located at 11922 and 12009 20th Street SE along with an undeveloped parcel east of 117th Drive SE off the Machias Cutoff. A site map is on page 3 below. It is recommended that the City Council approve the rezone.

The applicant plans to develop the property and has applied for preliminary plat approval (LUA2022-0094) for a 106-lot subdivision on 15 acres of the 25-acre rezone site. The preliminary plat application has been separately approved by the hearing examiner, contingent upon approval of this proposed rezone.

As discussed in the staff report, the density yield for the entire 25 acres without considering critical areas will increase from 127 units under the R6 designation to 191 units under the R8-12 designation. For the applicant's proposed 15-acre subdivision, the lot yield will increase from 78 lots to the proposed 106 lots.

The city received six public email comments addressing the rezone (Exhibits 6a-6f). No public comments were made at the public hearing. The emails voiced concern over increases in traffic, increase in density and the removal of the trees and vegetation of the rezone site. One person suggested that one of the rezone parcels be converted to open space to prevent linkage from 117th to 20th Street. City staff provided written responses to the emails and the concerns were also addressed in public meetings on July 19, 2023 and March 24, 2023. The second public meeting was held due to a revision in the application.

As the Council is aware, it has adopted a plethora of policies and development standards to address and set acceptable levels for the types of development impacts raised by the neighbors. Traffic studies for the associated preliminary plat indicate that the road network serving the rezone area has the capacity to absorb the added density facilitated by the rezone within adopted level of service standards. Natural areas such as trees and wetlands are protected by the City's critical area regulations.

1 The rezone has a public benefit by helping the City meet its Growth Management Act
2 growth targets. The City currently doesn't have adequate land capacity under
3 existing zoning to accommodate Snohomish County's latest growth targets.
4 According to staff at the hearing, the proposed rezone area is suited to accommodate
5 this added growth due to its proximity to the 20th street corridor, which is slated for
6 improvements for added capacity. The rezone area is in a relatively undeveloped area
7 of the City, providing a significant amount of space for new higher density
8 development. The rezone is also compatible with surrounding zoning – the Council
9 approved rezones to R8-12 on parcels adjoining the rezone area on its north and south
10 sides. Approval of the rezone will link those adjoining parcels to an area-wide R8-12
11 zoned area located to the north as shown in the zoning map on page 3 below.

8 ORAL TESTIMONY

9 A computer-generated transcript of the hearing has been prepared to provide an
10 overview of the hearing testimony. The transcript is provided for informational
11 purposes only as Appendix A.

12 EXHIBITS

13 Exhibits 1-9 listed at page 11-12 of staff report were admitted into the record during
14 the June 26, 2023 public hearing.

15 FINDINGS OF FACT

16 Procedural:

- 17 1. Applicant. Ryan Larsen of Land Pro Group, Inc., on behalf of South Lake
18 Ridge, LLC,
19 2. Hearing. The Hearing Examiner conducted a virtual hearing on the
20 application at 9:00 am on June 26, 2023, Zoom Meeting ID No. 815 6519 4886.

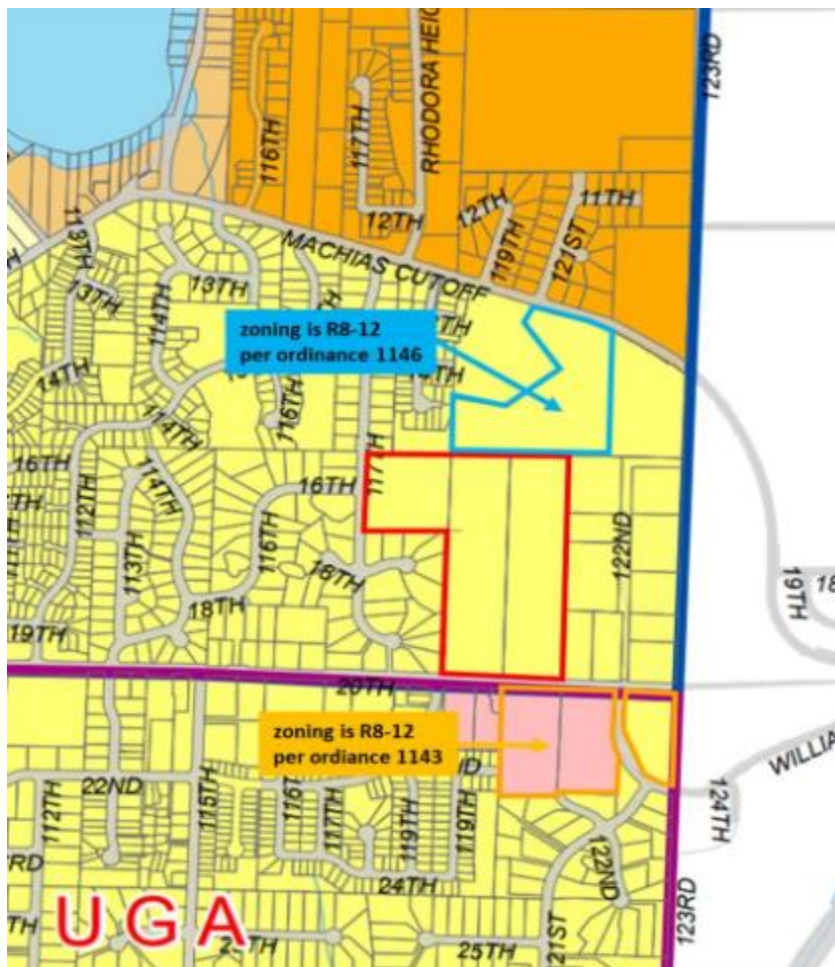
21 Substantive:

- 22 3. Site/Proposal Description. South Lake Ridge, LLC., has applied to rezone
23 a 25-acre site from R-6 to R8-12. The site is located at 11922 and 12009 20th Street
24 SE (Batcheldor properties) along with an undeveloped parcel east of 117th Drive SE
25 (Nesse property), off the Machias Cutoff.

The applicant has also applied for preliminary plat (LUA2022-0094) and variance
(LUA2022-0091) approval for development of 15 acres of the 25-acre rezone area.
The hearing examiner has approved both applications, contingent upon approval of
the rezone.

The project site is undeveloped and characterized as forested with slopes with watercourses and wetlands on-site. Future access to the subdivision will be from two new access drives from 117th Drive SE and 20th Street SE. The critical areas studies for the preliminary plat identified six wetlands, two streams and one unregulated watercourse on-site.

4. Characteristics of the Area. The rezone area is bordered to the south and north with R8-12 zoned properties and the remaining area with R6 zoned properties. All surrounding uses are single-family residential. Surrounding zoning is depicted in the rezone map below. The area in red border is the rezone site. Yellow is R6. Orange is R8-12.



development of 15 of the 25-acre project site. Those traffic reports show that existing roads will operate within adopted level of service (LOS) standards for the proposed 106-lot preliminary plat¹. In response to public concern, a traffic calming choker has been added into the proposed preliminary plat's frontage improvements to reduce speeding. The proposed rezone area is also located along 20th street, which staff testified is slated for significant improvements to handle higher traffic loads. Beyond transportation, the rezone site is served by all necessary utilities and services as outlined in page 3 of the staff report.

The proposed higher density is also consistent and compatible with the existing and increasing densities of surrounding areas. As shown in the zoning map above, the proposed rezone links R8-12 zoning to the north and south to the R8-12 zoning neighborhood located to the north.

6. Change in Circumstances. Two significant changes in circumstances have occurred since the rezone area was zoned R6.

One change in circumstance is an increase in the City's Growth Management Act growth target. The Snohomish County Council increased the City's growth target to 50,952 in 2022. This target is 711 persons higher than the capacity of 50,241 identified for the UGA in the 2021 Buildable Lands Report. At hearing, staff confirmed that the proposed rezone area is well suited to absorb extra growth given the low-density, undeveloped character of that area and its proximity to the 20th Street corridor.

The other change in circumstance is the rezoning of properties adjoining to the south and north from R6 to R8-12 by Ordinances No. 1143 and 1146 in 2022. As previously noted, the proposed rezone connects these two newly adopted R8-12 areas to the R8-12 zoning to the north.

CONCLUSIONS OF LAW

Procedural:

1. Authority of Hearing Examiner. Table 14.16A-I LSMC grants the Hearing Examiner with the authority to review and make a recommendation on rezone requests to the City Council.

Substantive:

¹ Per LSMC 14.110.040, the LOS for residential street is C and arterials is E. According to the Applicant's traffic studies, Ex. 3g and 3i, LOS at study intersections will not fall below LOS C as a result of the project.

2. Zoning Designation. The property is currently zoned R6 Residential.

3. Review Criteria. LSMC 14.16C.090(g) sets the criteria for site-specific rezones. Pertinent criteria are quoted below and applied via corresponding conclusions of law.

LSMC 14.16C.090(g)(1): *The amendment complies with the Comprehensive Plan Land Use Map, policies, and provisions and adopted subarea plans;*

4. Criterion met. The criterion is met. Most significant, the R8-12 designation is consistent with the underlying comprehensive plan map designation of medium density residential. Also, Policy 2.1.3 requires the City to meet Growth Management Act growth targets. As identified in Finding of Fact No. 6, the proposal is well suited to help the City meet this obligation. As further encouraged by the policies identified at page 8 of the staff report, the proposed rezone area is well situated with infrastructure and services to accommodate an increase in growth as determined in Finding of Fact No. 5.

LSMC 14.16C.090(g)(2): *The amendment is in compliance with the Growth Management Act;*

5. Criterion met. The criterion is met. As noted in Conclusion of Law No. 4, the proposal helps the City meet GMA growth targets. The proposal also meets GMA objectives by encouraging growth in urban growth areas and doing so via a review process that involves public participation.

LSMC 14.16C.090(g)(3): *The amendment serves to advance the public health, safety and welfare;*

6. Criterion met. The criterion is met. Public health, safety and welfare are furthered by the proposal by its advancement of GMA objectives of directing growth in an area well suited for additional density due to adequate infrastructure and compatible surrounding development.

LSMC 14.16C.090(g)(4): *The amendment is warranted because of changed circumstances, a mistake, or because of a need for additional property in the proposed zoning district;*

7. Criterion met. The criterion is met. The amendment is warranted due to the change of circumstances identified in Finding of Fact No. 6. .

LSMC 14.16C.090(g)(5): *The subject property is suitable for development in general conformance with zoning standards under the proposed zoning district;*

8. Criterion met. The criterion is met. The rezone area is well suited for an upzone with adequate infrastructure and compatible surrounding development as determined

1 in Finding of Fact No. 5 above. The property's conformance with zoning standards
2 has also been reviewed as part of the associated preliminary plat application and it has
3 been determined that the property outside of the critical area is suitable for
4 development.

5 **LSMC 14.16C.090(g)(6):** *The amendment will not be materially detrimental to*
6 *uses or property in the immediate vicinity of the subject property;*

7 9. Criterion met. The criterion is met. The proposal will not be materially
8 detrimental to surrounding properties for the reasons identified in Finding of Fact No.
9 5. The City's development standards, including subdivision and critical area
10 standards, will assure adequate infrastructure and protection of natural resources to
11 the levels adopted by the City Council.

12 **LSMC 14.16C.090(g)(7):** *Adequate public facilities and services are likely to be*
13 *available to serve the development allowed by the proposed zone;*

14 10. Criterion met. The criterion is met for the reasons identified in Finding of Fact
15 No. 5.

16 **LSMC 14.16C.090(g)(8):** *The probable adverse environmental impacts of the types*
17 *of development allowed by the proposed zone can be mitigated, taking into account*
18 *all applicable regulations, or the unmitigated impacts are acceptable;*

19 11. Criterion met. The criterion is met. The project is not anticipated to create
20 probable significant adverse impacts due to the reasons outlined in Finding of Fact
21 No. 5 and the application of the City's development standards to future development.

22 **LSMC 14.16C.090(g)(9):** *The amendment complies with all other applicable*
23 *criteria and standards in this title; and*

24 12. Criterion met. The criterion is met. Staff have determined that the proposal
25 complies with municipal standards for a rezone application. All other applicable
criteria and standards will be met by the preliminary plat application.

26 RECOMMENDATION

27 Based upon the conclusions of law above, it is recommended that the City Council
28 approve rezone application LUA2022-0092 as depicted in Exhibit 8.

29 Dated this 7th day of July, 2023.

30 Phil Olbrechts
31 Phil Olbrechts,
32 City of Lake Stevens Hearing Examiner

Appendix A

Batcheldor Rezone June 26, 2023 Hearing Transcript

Note: This is a computer-generated transcript provided for informational purposes only. The reader should not take this document as 100% accurate or take offense at errors created by the limitations of the programming in transcribing speech. A recording of the hearing is available from the City should anyone need an accurate rendition of the hearing testimony.

Examiner Olbrechts:

All right. Good morning everyone. It is June 26th, 2023, 9:00 AM, I'm Phil Olbrechts, hearing examiner for the City of Lake Stevens. This morning we're holding a couple hearings on the same project. The first hearing is going to be addressing the rezone request, and then the second hearing will be addressing a preliminary plat and variance application for essentially the same development proposal. The hearing format will be the same for both hearings, which is we'll start off with a staff presentation and after staff's done, we'll move on to applicant comments. And then once they're done, we'll move on to public comments. And at that point I'll explain how members of the public can participate if they're having any trouble doing so. Once we're done with all the public comments, we'll go back to staff rebuttal. Then applicant gets final word and I get 10 business days to issue final decision, or recommendation really in this case, to the city council.

So now as in all hearings too, I'm only allowed to consider evidence that's put into the record. I'm not allowed to talk to staff about the proposal before the hearing to get information that isn't disclosed at the hearing itself. That way everyone knows exactly what information is being considered for the recommendation. And along those lines, then I need to show you the exhibits that staff gave me in advance of the hearing.

Give me a lot of things to read here. Let me get down there. Exactly.

There we go. Yeah, on page 11 and 12 of the staff report, we have some documents that staff gave to me in advance of the hearing that they wanted me to read to be prepared for this proceeding, and includes the staff report, the application, the application packet, the notices that were sent out. And we had a bunch of public comments, all of which I read of course, and the environmental review, the rezone map and the staff power presentation. That's identified as exhibits one through nine in the staff report.

At this point, I just want to ask if anyone has any objections to their entry in the record or if anyone needs to actually see those documents. You can access them at the city's website if you need to look at them, but if you do object or need to see one of those, you go ahead and raise your virtual hand. That should be at the bottom of your screen, a little yellow hand, or if you're not muted, just say I object. The grounds for objection would usually be that documents aren't relevant or they're not valid, like there's a deed there and it's really not a valid deed, that kind of thing.

So I'm not seeing any objections. That's pretty standard. So I'll go ahead and admit the staff recommendation along with its exhibits one through nine. And who's going to be doing the staff presentation this morning?

Christi Schmidt:

That would be myself, Christi Schmidt, senior planner, City of Lake Stevens.

Examiner Olbrechts:

Okay Christi, do you let me swear you in? Just raise your right hand. Do you swear, affirm to tell the truth, nothing but the truth in this proceeding?

Christi Schmidt:

Yes, I do.

Examiner Olbrechts:

Okay, great. Go ahead.

Christi Schmidt:

All right. I'll go ahead and share my screen and I'll go ahead and start the presentation.

[inaudible 00:03:39] everyone. Okay, can everyone see my screen?

Examiner Olbrechts:

Yes.

Christi Schmidt:

Okay, perfect. Well, good morning. Thank you for attending this morning. I'm presenting the staff's recommendation on the batch holder rezone. As the hearing examiner noted, there are exhibits that have been entered into the record, which included the staff report, the exhibits as he noted, and then this PowerPoint presentation. For the basic rezone information, here is the applicant information. LandPro is the applicant. The property owner is South Lake Ridge, LLC. The address and the detailed parcel numbers are contained within the staff report. The property size is approximately 25 acres. And I would like to point out this rezone is associated with plans to develop the property under a preliminary plat and that LUA number is listed on the screen and the proposal is for 106 single family subdivision.

So let's take a look to see where the property is located at. Let's slide that out of the way. So as you can see, the property here is comprised of three separate parcels. It has frontage on two points. The southern access is located on 20th Street Southeast, and the western access is on 117th Drive Southeast. This property was annexed into the City of Lake Stevens in 2021.

Rezone information, the comp plan designation is immediate density residential. There is no change proposed to this. The current zoning is R6, the proposed zoning is R8-R12. In the city's zoning table, the R8-R12 zone district is a permissible use with the land use designation of medium density residential. Here's a look at the current rezone map. The current zoning, as you can see, is zone R6. The surrounding area over to the west and the east is also R6. Properties to the north, the Hisey plat, this was recently rezoned last year to R8-R12, and then also the [inaudible 00:06:09] property, which is located to the south of 20th Street, this was previously rezoned also to R8-R12. So the proposal is to provide consistent zoning within this area to R8-R12, which would connect the properties north of Machias Cutoff, continues south through the Hisey plat, the subject site, and then also to the south, which is the [inaudible 00:06:33]. So this whole area ideally would be rezoned to R8-R12. And that is the proposal. Here's a picture of the city's current comprehensive land use designation map. You can see the area is all zoned medium density residential.

This application was received back in February. There has been public notice for both the application and the public hearing notice. I would like to point out specifically that there has been actually two

public meetings held. One back in July, and that was with the original application. And they say that because the application has been revised since then and the applicant combined the ness property with the batch holder property. So a whole new application process was started. So a second notice of application along with a second public meeting was also held on March 24th. So there has been quite a bit of public input and comment received on this proposal. The rezone application is a type four application in which the hearing examiner makes a recommendation to the city council. The city council does make the final decision on the rezone, and that means the preliminary plat and variance are pending upon approval from the city council on the rezone.

The rezone's environmental determination, it is exempt from SIPA. And the reason why that is because the city's comprehensive plan has previously had an EIS done on it, and addendums, which state this zoning proposed is consistent with the environmental impacts associated with the comprehensive plan. So it's already previously been done and that's why it's exempt.

So looking at this proposal, under the current zoning it's anticipated under the R6 zone that this property would yield 78 dwelling units. The maximum density for the proposed R12 zoning is 106 dwelling units. The applicant is proposing with the associated plat, if it's approved, for 106 dwelling units.

On the site, there is critical areas. The site has a total of six wetlands, two streams, and one unregulated watercourse. These have been reviewed concurrently under the preliminary plat, along with the city's critical areas regulations. Looking at the proposal and impacts associated with the rezone, if the rezone were to be approved it would have an increase of 33 PM peak hour trips over if the project was developed under the R6 zoning. This is actually a negligible effect. In other words, do it have minimal impact on the level of service currently identified through the city's comprehensive plan and traffic impact studies.

There have been public comments on the rezone specifically. We've had six written comments come in. And this is just a summary of the public comments and obviously there are people here today who can provide verbal testimony if they desire. The main concerns were regarding the increased lot yield, the removal of the vegetation on site and the habitat impacts for the area. There was concerns regarding traffic along with the request for traffic calming devices specifically on 117th drive Southeast. In addition, there were other comments received that are specific and are related to the preliminary plat application, and they're addressed in the preliminary plat staff recommendation. And again, that will be a separate public hearing after this rezone. So stay tuned for that one.

In taking a look at how the rezone application is consistent with the rezone decision criteria, we do have to consider the site-specific rezone. It should conform to the comprehensive plan in order to be in compliance with GMA and further in the public health safety and welfare, and the amendment is consistent with the need to plan for additional residential property based on the city's growth targets. I would like to point out that the city is short and we do have a deficiency as far as our growth targets, as far as housing and along with unemployment. So this rezone would help fulfill that request.

The last four criteria is, is there a adequate area to develop for the standards in the zone district? Yes, and it will not be materially detrimental, and there's adequate infrastructure to serve the site. There is for both of those. Environmental impacts can be mitigated. That's addressed also under the preliminary plat.

Whoops. Let's take a little trip back.

And the amendment complies with the zoning regulations. So moving forward, to summarize the findings and conclusions, the rezone proposal staff recommends that the proposal is consistent with the comprehensive plan. It does meet the intent of the proposed zoning district, and as conditioned meets

the rezone decision criteria and the city standards at the time of development. All the procedural requirements have also been met. And the staff recommendation is to move forward with approval of the rezone subject to the conditions of approval in the staff report to the city council. And again, I'd like to restate that the rezone approval must first be obtained prior to the preliminary plat and variance being approved.

And with that, that concludes staff's presentation unless there's any further questions from the hearing examiner or the public.

Examiner Olbrechts:

Okay. Yeah, just a few quick questions. On the change circumstances standard, another change circumstances could be the change in the adjoining zoning to the north and south. Do you know, did those rezones occur after the subject site was zoned R6?

Christi Schmidt:

In particular, the site to the north, the Hisey plat, this was approved previously. Then this application-

Examiner Olbrechts:

No, I'm not talking about the applications. I'm talking about... The change in circumstance standard, which comes from court opinions, says that change in circumstances has to have occurred since the subject property was last zoned. So my question to you is, did the rezones for the properties to the north and south, did those rezones occur after the subject site was zoned R6, the last time it was zoned? So in other words, if the subject site was zoned R6 in say 1970, did the rezones on this north and south occur after 1970?

Christi Schmidt:

Yes, that is correct.

Examiner Olbrechts:

Okay, perfect. And then now also, I know that the traffic report was submitted to show that the traffic impacts on the roads wouldn't exceed level of service standards, that kind of thing, if the property is developed at a higher density. But that traffic report didn't, my understanding is didn't include, I guess it's the ness proposal, that had joined 117th. So I don't think there was any assessment on impacts to 117th and that was the street of concern for the neighbors. Has staff taken a look at whether an increase in density would be consistent with the level of service to 117th or does it have the capacity essentially?

Christi Schmidt:

Yes, it does have the capacity. And I would like just a second to check the exhibit list in the rezone staff report, because there should be two separate traffic reports, one from the ness property and one for batch holder.

Examiner Olbrechts:

Oh, I see.

Christi Schmidt:

So if I erred and I did not include that, then that is my responsibility. That is included in the preliminary plat and also on page 11 of the staff report for the rezone. I do see that it was entered into the record. So we do have two traffic impact analysis, one for the ness and one for the batch holder properties. And those are exhibits 3G and 3H.

Examiner Olbrechts:

Oh, okay. Let me-

Christi Schmidt:

So along with a traffic generation memorandum, which is exhibit I, so that information, Hearing Examiner, has been entered into the record.

Examiner Olbrechts:

So that was... hold on a second, let me get up there. So that's 3G. Okay. That's the one dated May, 2022. Okay, phase one and phase two.

Christi Schmidt:

Correct.

Examiner Olbrechts:

Perfect. Okay, great. And the conclusion's where it meets LOS. All right.

Christi Schmidt:

Yes.

Examiner Olbrechts:

Let's see, and let's see if I got any other questions there. Well, and also just looking at sort of the situation more globally, you mentioned in the staff report that an important consideration is that the population allocation for Lake Stevens has been increased. And first of all, to verify that that's since that property was zoned R6, correct?

Christi Schmidt:

Yes, that is correct.

Examiner Olbrechts:

And then secondly is this... If you were to look at the city and try to figure out where the best locations are for adding increased density, is this one of the more ideal locations in your opinion? Is that something you looked at all? It looks like, considering the very low densities in that area, and if the roads are adequate, that seems to be a fairly good spot to accommodate more density if that's what you need to do.

Christi Schmidt:

This area has been identified to increase to the R8-R12 zone, which is consistent with the comp plan, and it's along the 20th Street corridor, which is set for frontage improvements and transportation

improvements. And the idea is that even with the plat to the south, that there'll be town homes along the frontage, and the intent is to have a more urban dense frontage all along the 20th Street corridor, which will connect out to the trestle and SR 9.

Examiner Olbrechts:

Oh, okay. Okay. So you're saying basically if you had your choice of where to add the density, this would be one of the better areas in the city?

Christi Schmidt:

This would be. And as you can see, the class to the south, which had been done previously under Snohomish County, the density of the lots are actually probably equivalent, or at least slightly smaller, than what is being proposed with the associated preliminary plat.

Examiner Olbrechts:

Okay. Great. All right. Thanks Ms. Schmidt. Appreciate your testimony.

Well, let's move on to applicants at this point. Are there any members of the applicant team that would like to say anything? You don't have to, but if you want to, now is the time. So anybody? Okay. It looks like Mr. Reid, I think you'll need to unmute yourself first of all. There we go. Let me swear you in. Mr. Reid. Do you swear, affirm to tell the truth, nothing but the truth in this proceeding?

Michael Reid:

I do, sir.

Examiner Olbrechts:

Okay. And then, yeah, according to your Zoom window, your last name is R-E-I-D, is that correct?

Michael Reid:

Yes. R-E-I-D. First name Michael.

Examiner Olbrechts:

Okay, great. All right, Mr. Reid, go ahead.

Michael Reid:

M-I-C-H-A-E-L is the correct spelling.

Examiner Olbrechts:

Okay.

Michael Reid:

First, Mr. Hearing Examiner, thank you for inviting us in and having us here today. My statement will be pretty short and sweet. Staff has done a very, very thorough job and proper and correct job in our opinion. Oh, first I should say I am the manager of South Lake Ridge, LLC. Staff has done a very, very thorough job in their project description, their analysis and their recommendation. We don't have much

to contribute other than to say we concur with every aspect of the analysis, and the description and the recommendations that staff has done, and respectfully request your approval.

Examiner Olbrechts:

Okay, sounds great. And Mr. Reid, the staff has scheduled this as two separate public hearings, the section one for the variance and preliminary plat application. I think regulatory format gives you a right to have everything consolidated into one proceeding. I just want to confirm for the record, you don't object to this being handled with two hearings. Is that okay?

Michael Reid:

We do not object and are in support. Thank you sir.

Examiner Olbrechts:

Okay, great. Thank you Mr. Reid. Appreciate your testimony.

All right, let's move on to public comments at this time, and now's your chance to speak. If you want to first of all, just click on the virtual hand at the bottom of your screen, I'll call on all those persons first. Then once I'm done with those persons, if there's anyone else who needs to speak, we'll figure out how to get you in there. So just click the virtual hand, and I'm not seeing anybody actually. Make sure I'm looking at the right thing here. Ms. French, do you see any persons who want to participate at this point?

Jennie French:

I do not.

Examiner Olbrechts:

Yeah. Okay. Well, let me just ask, does anyone want to say anything out there? I've read your letters, this is just the variance hearing. Or excuse me, the rezone hearing. Let me correct myself. We will have a second hearing on the plat and variance request, but now's your chance. Okay. I'm not seeing any takers. You can also just try to unmute yourself and say something.

Okay. Well, I guess, Ms. Schmidt, any final comments?

Christi Schmidt:

No final comment Hearing Examiner.

Examiner Olbrechts:

Okay. And Mr. Reid? None either.

Now Mr. Reid, staff advised that you might request that a recommendation come out a little earlier. I have 10 business days to issue, that decision, that's a couple weeks. Is that correct, were you wanted me to get it out a little bit earlier than that?

Michael Reid:

If possible, we'd greatly appreciate it, sir. I do leave on vacation on the 10th of July, so if you can accommodate it, it certainly would be-

Examiner Olbrechts:

Okay. Yeah, okay. Yeah, yeah. And Ms French, again, what's the date I need to get that in for the council packet? I think you said July 7th?

Jennie French:

I believe so.

Examiner Olbrechts:

Let's see.

Jennie French:

I'm counting.

Examiner Olbrechts:

I think that's... yeah.

Jennie French:

July 7th.

Examiner Olbrechts:

Oh, okay. Let's see when... That pretty much is 10 working days anyway, so yeah, that falls in the line there. So we'll get that out by that date. So that works out just fine. Okay.

Michael Reid:

Well I understand you have a holiday, sir.

Examiner Olbrechts:

Yeah, yeah, that's great. Okay, well I'll go ahead and close the hearing. That's true. The holiday would've gotten me through Monday, but I'll get it out by that Friday. So let's close the hearing on this one then and move on then to the next one. Let me bring up my staff report on that one so I get the file numbers correct.

All right, here we go. Okay, now we're moving into the preliminary plat approval and variance files. Number LUA 2022-0094 and LUA 2022-0091. It's going to be the same format as the last hearing. Where staff, and I take that's Ms. Schmidt again, it's going to give us the overview. And once she's done, we'll go back to the applicant and then again, we'll try with the public as well. So Ms. Schmidt, well, let me swear you in again just to...

CITY COUNCIL STAFF REPORT



Agenda Date: 7/18/2023

Subject: Resolution 2023-12 - Revised Fee Resolution (Public Records Fee Schedule Update)

Contact Person/Department: Julie Ubert, Kelly Chelin, Police Department

Budget Impact: None

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Approval of the proposed Fees Resolution 2023-12

SUMMARY/BACKGROUND:

To be consistent with RCW 42.56 and surrounding cities, the fee schedule is being adjusted to reflect a \$1.00 of total waived fees from the previous amount of \$5.00. Additionally, the Lake Stevens Police are including fees for redaction of body worn camera video consistent with RCW 42.56.240(12).

- Page 13 of the updated fees resolution shows a fee of \$1.00 cumulative waived.
- Page 14 of the updated fees resolution shows a fee of \$0.84 per minute.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2023-12 Fees Resolution
2. LSPD_BWC_RedactionCostStudy_Full

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2023-~~05~~12

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, REPEALING RESOLUTION NO. ~~2022-14~~2023-05 AND ADOPTING AMOUNTS FOR THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES ACTIONS OR PERMITS

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution; and,

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS TO RE-ENACT RESOLUTION ~~2022-14~~2023-12 AS FOLLOWS: Resolution No. ~~2021-12~~2023-05 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

Section 1. Fees and Deposits-General.

- A. Fees. Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Certain fees may be refundable based on a case by case analysis from the applicable department director and approval of the Finance Director. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. Payment Due. Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. Late Payment Penalties. If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month, with a maximum monthly interest accrual of \$20.00, from the date the fee became due and the date payment is actually made.
- D. Waivers. Upon petition by the applicant, the Mayor or designee may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm, or upon the submittal of a signed and notarized declaration of financial hardship, in the form attached to this resolution.

- E. Concurrent Applications. Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney fees may be recovered for specific projects. *(Note: "X.XX" number refers to Use Category from Title 14 Table of Permissible Uses.)*

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
Adult Family Home	325
Boundary Line Adjustments	1,000
Changes of Use	Included in Business License Fee
Code Interpretations	200
Eligible Facility Modification	200 for first two hours + 100 per hour for each hour of additional staff time
Lot Status Determination	200 for first two hours + 100 per hour for each hour of additional staff time
Floodplain Development Permit when no Shoreline Exemption is required (may also require SEPA and critical area review fees)	200
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Pasture/Waste Management Plan (LSMC 5.18.040)	
Plan Review Fee	100
Subsequent Plan Modification Review	100/hour
Reasonable Use Exceptions	200+critical areas review
Site Plan Review (for standalone review only)	200 for first two hours + 100 per hour for each hour of additional staff time
Temporary Use	
Temporary Residence (1.700)	125
Temporary Mobile/Modular Public Structures (15.500) in any zone	100
Temporary Structures (23.000)	200
Temporary Encampment (LSMC 14.44.038)	1,250
ADMINISTRATIVE REVIEW (If hearing is requested additional cost for hearing examiner at actual cost)	
Administrative Conditional Use Permit	1,000
Administrative Deviation	200 for first two hours + 100 for each additional hour of staff time
Administrative Review of Model Home	200 for first two hours + 100 per hour for each additional hour of staff time
Administrative Modifications	450
Administrative Variance	1,000
Administrative Review of Small Wireless Facilities	200 deposit for first two hours + 100 per hour for each hour of additional staff time 21n

Action/Permit/Determination	Fee (\$)
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	
	Applicant pays actual cost charged City plus 35 Administrative fee
APPEALS PER TITLE 14	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	100/hr
BINDING SITE PLANS	
	6,000
Revision	1,000
CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)	
Filing Fee to Request Contested Hearing	350
Filing Fee to Request Mitigation Hearing	350
Hearing Examiner Hearing (except for initial open record hearing per LSMC 17.20.080(d))	Hearing Examiner cost
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONCESSIONS	
Background Check	70
Concession Agreement Review/Administration	200
Damage and Litter Deposit (refundable at end of contract)	200
Lease Rate	5% of revenue
CONDITIONAL USE PERMITS	
	3,500+ Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,500 + 100 per lot for first two reviews + each additional review will be charged either: a) 100 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + each additional review will be charged either: a) 100 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director

Action/Permit/Determination	Fee (\$)
Commercial and/or non-residential developments	2,000 for first two reviews + each additional review will be charged either: a) 100 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
CONSULTANT FEES (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 35 Administrative fee
DESIGN REVIEW	
Design Review – Administrative Decision	450
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	200 for first two hours + 100 per hour for each additional hour of staff time
ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
EVENT PERMITS	
Event Level 1	100
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	100/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
IMPACT FEES	
Park Mitigation	
Single-family residences (e.g., single-family residence, duplex and manufactured home)	4,154.92/dwelling unit
Multifamily residences with three or more units	3,004.75/dwelling unit
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	1,912.53/dwelling unit
School Mitigation	
Lake Stevens School District – fees as shown below or as adopted in most current Capital Facilities Plan	
Detached Single Family Residence	11,434/dwelling
Duplex/Townhouse	2,526/dwelling
Multifamily Residential with 2 or more bedrooms	2,526/unit

Action/Permit/Determination	Fee (\$)
Snohomish School District – fees as shown below or as adopted in most current Capital Facilities Plan	
Detached Single Family Residence	6,495/dwelling
Duplex/Townhouse	4,514/dwelling
Multifamily Residential with 2 or more bedrooms	4,514/unit
Traffic Mitigation	
Traffic Impact Zone 1	2,771/PM peak hour trip
Traffic Impact Zones 2 & 3	3,500/PM peak hour trip
Impact Fee Adjustment/Deferral Application	200
LAND DISTURBANCE	
Minor Land Disturbance Permits	500
Major Land Disturbance Permits	1,000
Major Land Disturbance Permit with Class IV Forest Practice	1,250
LAND USE CODE AMENDMENTS	
	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Manufacturing Tax Exemption Application	500
Permit Extension	200
Public Notice Signs Rental Fee	50
Security Administration Fee, per each security	100
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	35/tree
Lake Safety Marker – one-time fee for contribution to the Lake Safety Program for buoy purchase.	350
MISCELLANEOUS TASKS	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	100/hr
Miscellaneous Research or other staff time	100/hr
MOBILE FOOD VENDING UNITS	
Initial License Application	75
License Renewals	40
PARK PERMITS	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	
	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (\$400 credited toward application fee over \$1,000 upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Requested Consultant Review (e.g., critical areas consultant, etc.)	400+Consultant fees
RECONSIDERATION OF DECISION by:	
Planning Director	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	
	At cost (paid directly to Snohomish County)
REZONES - ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
RIGHT-OF-WAY	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50

Action/Permit/Determination	Fee (\$)
All Others	200
Right-of-Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
SEPA REVIEW (does not include critical areas review, which is a separate fee)	
Planned Action Project Certification Review including SEPA Checklist	750
Review of SEPA Checklist	750
Review of requested studies	100 per hour 2 hour minimum
Review of requested traffic studies	100 per hour 2 hour minimum
Review of requested drainage studies	100 per hour 2 hour minimum
Environmental Impact Statement (EIS)	100 per hour 10 hour minimum
Addendum	300
SEPA Appeals (to Hearing Examiner)	200+Hearing Examiner cost
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Mooring Buoy Application	200
Shoreline Conditional Use	1,500+Hearing Examiner cost
Shoreline Exemption	200
Shoreline Exemption with Floodplain Development Permit	300
Shoreline Substantial Development	+Hearing Examiner if requested by public
Related to Single Family Residence	500
Related to Multifamily Residence or Commercial Property	1,500
Related to Subdivision	2,000
Other	2,500
Shoreline Variance	1,500+Hearing Examiner
SHORT-TERM RENTAL	
Initial Application	500
Annual Renewal	100
SIGN PERMITS	
Sign Permit	200+50/sign
Sign Insert replacements (fee applies to replacement cabinet signs with no structural or size modifications)	25
Master Sign Program Permit	600
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Final Plat / Short Plat Pre-check and Survey Review	100/hour, 2 hour minimum plus \$1,000 survey deposit
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost
ZONING CERTIFICATION LETTER	200

Section 3. Building Permit Fees. (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from the current editions of:
1. The International Building Code (IBC)
 2. The International Residential Code (IRC)
 3. The International Mechanical Code including the International Fuel Code, National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and National Fire Protection Association 54 (National Fuel Gas Code)
 4. The Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. The International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent semi-annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

Table 1A: Building Permit Fees

Total Valuation	Fee
\$1.00 to \$499.99	\$23.50
\$500.00 to \$1,999.99	\$23.50 for the first \$499.99 plus \$3.05 for each additional \$100, or fraction thereof, up to and including \$1,999.99.
\$2,000.00 to \$24,999.99	\$69.25 for the first \$1,999.99 plus \$14 for each additional \$1,000, or fraction thereof, up to and including \$24,999.99.
\$25,000.00 to \$49,999.99	\$391.25 for the first \$24,999.99 plus \$10.10 for each additional \$1,000, or fraction thereof, up to and including \$49,999.99.
\$50,000 to \$99,999.99	\$643.75 for the first \$49,999.99 plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$99,999.99.
\$100,000 to \$499,999.99	\$993.75 for the first \$99,999.99 plus \$6.50 for each additional \$1,000, or fraction thereof, up to and including \$499,999.99.
\$500,000 to \$999,999.99	\$3,233.75 for the first \$499,999.99 plus \$4.75 for each additional \$1,000, or fraction thereof, up to and including \$999,999.99.
\$1,000,000 and up	\$5,608.75 for the first \$999,999.99 plus \$3.65 for each additional \$1,000, or fraction thereof.

C. Plan Review Fees:

Residential:

- New construction & additions: 65% of permit fee using Table 1A
- Repairs & Alterations: \$100 per hour (min. 1 hour)
- Basic House Plan Review – see Table B2

Commercial:

- New construction & additions: 85% of permit fee using Table 1A
- Tenant Improvements (TI) & Alterations: 85% of permit fee using Table 1A **OR** \$100 per hour (min. 1 hour) as determined by the building official
- Plumbing & mechanical: 25% of permit fee or City's hourly rate of \$100 per hour (min. 1 hour)

D. Fire Department Commercial Plan Review.

New or Tenant Improvement Building Permits – Applies to all Occupancies except Group U

Construction Valuation From: To:	Fee
Group R-3 or IRC Dwellings (regardless of valuation)	\$30
\$0 \$1,000	\$30
\$1,001 \$5,000	\$115
\$5,001 \$10,000	\$175
\$10,001 \$20,000	\$200
\$20,001 \$45,000	\$260
\$45,001 \$100,000	\$315
\$100,001 \$250,000	\$430
\$250,001 \$500,000	\$545
\$500,001 \$1,000,000	\$690
\$1,000,001 \$1,500,000	\$775
\$1,500,001 \$2,000,000	\$835
>\$2 million	\$865 plus \$55 per \$500,000 (prorated over \$2 million)

E. Other Inspections and Fees:

See Section II Tables D and E for Sprinkler and Alarm fees.

Inspections outside of normal business hours: \$100/hour, 2 hour minimum.

Reinspection fees assessed at \$100 per hour (1 hour minimum).

Penalty for commencing work prior to permit issuance: Double permit fee.

Inspections for which no fee is specifically indicated: \$100/hour (1/2 hour minimum).

Additional plan review required by changes, additions or revisions to plans: \$100/hour.

For use of outside consultants for plan checking and inspections, or both: Actual Costs

F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

Table B2: Schedule of Miscellaneous Building Permit Fees

Permit	Fee (\$)		
	Permit	Plan Check	Total
Accessory Structures	Valued as Utility (BVD) See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
BASIC HOUSE PLAN REVIEW			
Initial Plan	See table 1A		
Set-up fee			200
Basic Plan		20% of permit fee per Table 1A	Per Table 1A
State Building Code fee (each residential permit)	\$6.50		\$6.50
Each additional residential unit	\$2.00		\$2.00
Each Commercial permit (per RCW 19.27.085)	\$25.00		\$25.00
Deck	Valued at: \$15/sq.ft. – uncovered \$17/sq.ft. – covered See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Demolition	\$100		\$100
Dock	Valued at: \$30/sq.ft. See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Fence/Retaining Wall	\$100	\$100/hr (1 hr min)	\$100 + plan check fee
Manufactured Home Placement ((& Skirting))	\$225		\$225
Certificate of Occupancy	\$100		\$100
Reroof:			
Residential	\$40.00		\$40.00
Residential with sheathing	\$90.00		\$90.00
Commercial	Refer to Table1A	Same as Commercial TI	Permit fee + plan check fee
Adult Family Home	\$200		\$200
Re-inspection	\$100		\$100

Current BVD = Building Valuation Data, International Code Council

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	35.00	Plumbing Permit	35.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00

Mechanical Fees		Plumbing Fees	
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00
Gas Piping 1 – 4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/ Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood – Residential	15.00	Roof Drains	10.00
Range Hood – Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K – 499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1- 5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00
Wall/Unit Heaters	20.00	Water Heater	15.00
Water Heater	15.00	Water Service	10.00
Wood Stoves	18.00		

Section 5. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License: - Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime - Each dog or cat neutered or non-neutered, lifetime - Senior Citizen (defined as being 62 years of age or older) owners, lifetime - Service and guide dogs, lifetime - Duplicate license for lost or destroyed dog/cat tag - Duplicate license - Senior Citizen owners and Service/Guide Dogs - Other Code Violations: - First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. - Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	Free 20 Free Free 4 Free
Impound Fees for Cost Recovery: - Dogs and cats (at police kennel) - Animals - Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements. - Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	25 30 Varies
Pasture/Waste Management Plan (Sec 5.18.040): See Table A Land Use Fees	

Section 6. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.



Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Lamination Services – Concealed Pistol Licenses	3.50
Fine:	
1. Failure to pay fee (50% reduction if paid within 24 hours)	40
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	50
2. Fine if paid within 24 hours	25
Off-duty Officer:	Refer to current billable rate schedule
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit:	\$100 per hour of event with one hour minimum
(For special planned events that require additional police services)	
Letters for search of local criminal justice data bases	10
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

Section 7. Miscellaneous Fees. Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works : Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee)	Refer to current billable rate schedule
Business Licenses: - Non-refundable Adult Entertainment (Cabaret) application Fee 100 - Adult Entertainment (Cabaret) Establishment (annual) 500 - Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual) 50/person - Business License Registration – Application 40 - Business License Registration – Annual Renewal 25 - Temporary business license 40 - Renewal 5 - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol application fee. License expires one year from date of application.) 75 for the 1st three employees, and \$10 for each additional employee - Live music and/or dance entertainment (annual) 50 - Games (annual) 50 - Pawnbroker and Second Dealers (annual) 500	
- Washington State Department of Licensing's Master License Service - Business license handling fee (fees shall be automatically amended by the State)	Currently New Application \$19 Renewal \$11
Duplication of Public Records: (postage/delivery costs extra) <u>For all records duplication regardless of format, first \$1 cumulative will be waived.</u> <u>—In-house Copying of City documents for the public.</u>	<u>For all records duplication and/or transmission, first \$5 cumulative waived</u>
- In-house Copying of City documents to pdf when original document is not in electronic format.	15¢/page/side
- Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery.	10¢/page/side \$1 extra for copy to CD
- Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations.	5¢ per each four electronic files or attachments plus 10¢ per gigabyte
- Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge	Actual Cost
- In-House duplication of City documents to CD, such as • Comprehensive Plan, Lake Stevens Municipal Code Title 14, • Urban Design Standards, Engineering Design and Development Standards, etc.	Actual Cost

Permit/Action	Fee or Fine (\$)
- Documents or CDs printed by outside vendor - Maps - Duplication of maps less than 11"x17" - Maps - Duplication of maps greater than 11"x17" and - Special requests for plotted maps, aerials, plans, etc. (each) - <u>Police Body Worn Camera</u> • <u>Redaction of audio/video</u> - Audio recordings of meetings: • Duplicated by Staff • Duplicated by outside vendor - Color photos (cost to reproduce) - Certified copy of a public record	Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly) \$.15/page \$1 per square foot for in-house printing or actual cost if sent out to reproduce <u>\$0.84 per minute</u> \$1/tape/disc Actual cost to reproduce 40¢ \$5 for 1st Page and \$1 each after the 1st Page
Dishonored Check Fine (in payment of City services)	\$35
Technology Fee	A technology fee of three (3) percent will be assessed on city services including, but not limited to issued building and land use permits and park and event rentals.

Section 8. Community Facility Rental Fees. Fees for renting the City's Community Center and other facilities shall be as listed in Table G.

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
Facilities	
Athletic Fields	Youth Sports: \$20 every 2hrs
	Adult Sports: \$30 every 2 hrs
Eagle Ridge Community Garden bed rental	\$40 annually
The Mill	See Table G1

Table G1: Standard Mill Rental Fees

	Max Occupancy	Saturday	Friday or Sunday	Mon-Thurs	Damage Deposit (refundable)	Reservation Deposit (non-refundable)
Entire Mill	461	\$1800	\$1300		\$250 without alcohol \$500 with alcohol	\$200
Hartford Hall	213	\$1300	\$900	\$75/hr \$600 all day	\$250 without alcohol \$500 with alcohol	\$200
The Stack	48	\$67/hr	\$67/hr	\$55/hr	\$150 \$300 with alcohol	\$50
Sawyers Room	200	\$77/hr	\$77/hr		\$150 \$300 with alcohol	\$50

NON-PROFIT Rental Fees:

Friday – Sunday, 30% discount (rounded up to nearest dollar)

Monday – Thursday, 50% discount (rounded up to nearest dollar)

	Saturday	Friday or Sunday	Mon-Thurs
Entire Mill	\$1260	\$910	
Hartford Hall	\$910	\$630	\$300
The Stack	\$47/hr	\$47/hr	\$38/hr
Sawyers Room		\$54/hr	\$28/hr

1. ****Non-Profit Community Interest Groups** devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
2. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

Section 9. Park Fees. Fees for boat launch parking and the rental of Park Shelters shall be as listed in Table H (below).

Table H: Schedule of Park Fees

Number of shelters		Rate
Park Shelter/Facility		Rental fee
Lundeen Park	North or South Shelter (half)	\$100
	Full Shelter (both sides)	\$200
North Cove Park Shelter		\$100
North Cove Park Observation Deck		\$75
Mill Outdoor Plaza Rental		\$100
All Shelters/Facilities – Half Day Rentals		\$60 (Available during peak season, April 1 through September 30.)
Cancellation Fee for Shelters/Facilities		\$25 if cancelled more than 14 days in advanced. No refunds 14 days or less from reservation date.
Reservation Date Modification		\$10 (Modifications cannot be made 14 days or less from reservation date.)
Boat Launch Parking		\$10 daily/\$2 for two-hour parking (Davies Only)
Annual Parking Pass		\$75
Technology Fee (CivicRec Transactions)		3%

Section 10. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table IA: Stormwater Management Utility

Type	Impervious Area per Equivalent Service Unit	Annual Rate per
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
Undeveloped ²	NA	No Charge
State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.
3. Annual increases are based on the completion of the 2018 Stormwater Management rate study and approval of the "Level of Service 3 - High Priority Capital" recommendation,

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

Table IB: Lake Management Benefit Assessment

Class		Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot		NA	\$16.00 per parcel	\$192.00 per parcel
Split Lot		NA	\$11.33 per parcel	\$136.00per parcel

1. The lakefront lot assessment applies to each land parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.

2. Lakefront lots developed with only a dock or other over the water structure will receive a lakefront assessment.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

Section 11. Fire Safety Inspections, Permits and Fire District Related Service Fees

Fees for fire safety inspections, permits and Fire District related services shall be as listed in Tables A through L below. Fees listed in Tables C through K are comprehensive for plan review, permit issuance, and two (2) site inspections per inspection item.

Table A - Fire Safety Inspection Fees	
Inspected Square-footage (SF)	Fee
1-1,000	\$25
1,001-2,500	\$50
2,501-10,000	\$75
10,001-50,000	\$150
50,001-150,000	\$300
150,001-400,000	\$425
Over 400,000	\$550
R-2 Apartment Buildings	Fee
1 and 2 story	\$25
3 story and greater	\$50
Interior halls	SF Fee
Other Fees	Fee
Re-inspection Fee (for uncorrected violations are time of re-inspection)	\$50

Table B - Operational Fire Permits			
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes that may produce conditions hazardous to life or property.			
An Operational Fire Permit is required prior to engagement in the activities, operations, practices, or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed at least annually.			
Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event.			
IFC Reference	Permit	Required for:	Fee
105.6.1	Aerosol Products	Level 2 or Level 3 aerosol products in excess of 500 pounds.	\$75

105.6.2	Amusement Buildings	Operation of a special amusement building.	\$75
105.6.3	Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles.	\$75
105.6.4	Carbon Dioxide Systems	Carbon dioxide systems having more than 100 pounds of carbon dioxide.	\$75
105.6.5	Carnivals and Fairs	Conducting a carnival or fair.	\$75
105.6.6	Cellulose Nitrate Film	Storage, handling or using cellulose nitrate film in a Group A occupancy.	\$75
105.6.7	Combustible Dust-Producing Operations	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$75
105.6.8	Combustible Fibers	Storage and handling of combustible fibers in quantities greater than 100 cubic feet.	\$75
105.6.9	Compressed Gases	Storage, use or handling of compressed gases in excess of the amounts listed in Table 105.6.9.	\$75
105.6.10	Covered and Open Mall Buildings	(1) The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. (2) The display of liquid- or gas-fired equipment in the mall. (3) The use of open-flame or flame-producing equipment in the mall.	\$75
105.6.11	Cryogenic Fluids	Production, storage, transportation on site, use, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11.	\$75
105.6.12	Cutting and Welding	Cutting or welding operations.	\$75

105.6.13	Dry Cleaning	Dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	\$75
105.6.14	Exhibits and Trade Shows	Operation of exhibits and trade shows	\$75
105.6.15	Explosives	See Table D	Table D
105.6.16	Fire Hydrants and Valves	Contact water purveyor having jurisdiction.	No Fee
105.6.17	Flammable and Combustible Liquids	See IFC 105.6.17 for permit requirements.	\$75
105.6.18	Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet using Class I or Class II liquids.	\$75
105.6.19	Fruit and Crop Ripening	Operation of a fruit- or crop-ripening facility or conduct a fruit-ripening process using ethylene gas.	\$75
105.6.20	Fumigation and Insecticidal Fogging	Operation of a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	\$75
105.6.21	Hazardous Materials	Storage, transportation on site, dispensing, use or handling of hazardous materials in excess of the amounts listed in Table 105.6.21.	\$75
105.6.22	HPM Facilities	Storage, handling or use hazardous production materials.	\$75
105.6.23	High-Piled Storage	Use of a building or portion thereof as a high-piled storage area exceeding 500 square feet.	\$75

105.6.24	Hot Work Operations	Hot work including, but not limited to: (1) Public exhibitions and demonstrations where hot work is conducted. (2) Use of portable hot work equipment inside a structure. (3) Fixed-site hot work equipment, such as welding booths. (4) Hot work conducted within a wildfire risk area. (5) Application of roof coverings with the use of an open-flame device. (6) Where approved, the fire code official shall issue a permit to carry out a hot work program.	\$75
105.6.25	Industrial Ovens	Operation of industrial ovens regulated by Chapter 30.	\$75
105.6.26	Lumber Yards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet.	\$75
105.6.27	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings.	\$75
105.6.28	LP Gas	(1) Storage and use of LP-gas. (2) Operation of cargo tankers that transport LP-gas.	\$75
105.6.29	Magnesium	Melting, casting, heat treatment or grind more than 10 pounds of magnesium.	\$75
105.6.30	Miscellaneous Combustible Storage	Storage in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material.	\$75
105.6.31	Motor Fuel-Dispensing Facilities	Operation of automotive, marine and fleet motor fuel-dispensing facilities.	\$75

105.6.32	Open Burning	Kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground.	\$75
105.6.33	Open Flames and Torches	Removing paint with a torch; or to use a torch or open-flame device in a wildfire risk area.	\$75
105.6.34	Open Flames and Candles	Use of open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	\$75
105.6.35	Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon of an organic coating in one day.	\$75
105.6.36	Places of Assembly	Operation a place of assembly.	\$75
105.6.37	Private Fire Hydrants	The removal from service, use or operation of private fire hydrants.	\$75
105.6.38	Pyrotechnic Special Effects Material	Use and handling of pyrotechnic special effects material.	\$75
105.6.39	Pyroxylin Plastics	Storage or handling of more than 25 pounds of cellulose nitrate (pyroxylin) plastics, and for the assembly or manufacture of articles involving pyroxylin plastics.	\$75
105.6.40	Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by Chapter 6.	\$75
105.6.41	Repair Garages and Motor Fuel-Dispensing Facilities	Operation of repair garages.	\$75
105.6.42	Rooftop Heliports	Operation of a rooftop heliport.	\$75
105.6.43	Spraying or Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24.	\$75

105.6.44	Storage of Scrap Tires and Tire Byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires, and for indoor storage of tires and tire byproducts.	\$75
105.6.45	Temporary Membrane Structures and Tents	Operation of an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet.	Table C
105.6.46	Tire-Rebuilding Plants	Operation and maintenance of a tire-rebuilding plant.	\$75
105.6.47	Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities.	\$75
105.6.48	Wood Products	Storage of chips, hogged material, lumber or plywood in excess of 200 cubic feet.	\$75
105.6.49	Marijuana Extraction Systems	Use of a marijuana / cannabis extraction system regulated under WAC 314-55-104.	\$75
WAC 173-425-060	Residential Open Burning (Only for unincorporated Snohomish County within Lake Stevens Fire District boundary)	Outdoor burning of leaves, clippings, prunings and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his or her designee.	\$25

Table C - Special Assembly Permits	
IFC 105.7.18 Required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet. Fees listed below include issuance of operational permit 105.6.45.	
Temporary Membrane Structures, Canopies and Tents	
Duration of Use	Fee
Less than 3 Days	No Fee
4-180 Days	\$60
Temporary Assembly Membrane Structures, Canopies and Tents	
Occupant Load	Fee
50-99 persons	\$60
Over 100 persons	\$115

Table D - Explosives	
IFC 105.6.15 Required for manufacturing, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56.	
Retail and Wholesale Fireworks	
Type	Fee
CFRS Facility - Wood Stand	\$100
CFRS Facility - Tent or Canopy	\$100
Fireworks sales in other than a CFRS Facility	\$100
Public Fireworks Display	
Type	Fee
Public Display (Licensed pyrotechnic operators in accordance with RCW 70.77 only)	\$250
Temporary Storage	\$175
Blasting	
Type	Fee
Blasting (Licensed blasters in accordance with WAC 296-52 only)	\$250
Temporary Storage	\$175

Table E - NFPA 72 Fire Alarm and Detection Systems and Related Equipment
IFC 105.7.6 Required for installation of or modification to fire alarm and detection systems and related equipment.
Devices include individual parts of a fire alarm system including, but not limited to initiating devices, notification appliances, NAC panels, modules, relays, remote annunciation panels, and other such devices. Each part of the system is one device.
Note: All Central Station Monitoring shall be UL or FM listed.
Tenant Improvement or Modification to Existing System

Number of Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
Over 200	\$660
New System	
Number of Devices	Fee
1-100	\$430
101-200	\$545
Over 200	\$660
FACP and/or Transmitter	
In addition to the above device fees shown, the following fees also apply:	
Condition	Fee
Replacement	\$145
New	\$230

Table F - Automatic Fire Extinguishing Systems and Components	
IFC 105.7.1 required for installation of or modification to an automatic fire-extinguishing system.	
NFPA 13 and 13R Fire Sprinkler Systems &	
Devices are individual parts of an automatic fire extinguishing system including, but not limited to sprinkler heads, risers, valves, gongs and other such devices. Each part of the system is one device.	
Tenant Improvement or Modification to Existing System	
Number of Heads and Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720

New System	
Number of Heads and Devices	Fee
1-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720
NFPA 13D Residential Fire Sprinkler Systems	
Number of Heads and Devices	Fee
1-10	\$200
11-25	\$260
Over 25	\$315
*Non-required NFPA 13D systems shall not be charged a fee for plan review, permits or inspections.	
UL 300 Commercial Cooking Hood Suppression Systems & NFPA 2001 Clean Agent Systems	
Type	Fee
Pre-Engineered	\$145
Custom Engineered	\$315
NFPA 14 Standpipe Systems	
IFC 105.7.17 Required for the installation, modification or removal from service of a standpipe system.	
Class	Fee
I, II or III	\$175
NFPA 20 Fire Pumps and Related Equipment	
IFC 105.7.7 Required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators.	
Quantity	Fee
1	\$345
2 or more	\$575

Underground Supply Piping for Automatic Sprinkler Systems	
IFC 105.7.20 Required for the installation of the portion of the underground water supply piping, public or private, supplying a water-based fire protection system. The permit shall apply to all underground piping and appurtenances downstream of the first control valve on the lateral piping or service line from the distribution main to one foot above finished floor of the facility with the fire protection system.	
Quantity of Supply Lines to Building	Fee
1	\$115
2 or more	\$230

Private Fire Hydrants	
IFC 105.7.13 Required for the installation or modification of private fire hydrants.	
Quantity	Fee
1	\$115
2 or more	\$230

Table G - Hazardous Materials	
IFC 105.7.10 Required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in Table 105.6.21.	
Quantity	Fee
1-2 Hazardous Materials	\$115
3-5 Hazardous Materials	\$230
Over 5 Hazardous Materials	\$460

Table H - Gases, Liquids and Cryogenics	
Compressed Gases	
IFC 105.7.3 Where the compressed gases in use or storage exceed the amounts listed in Table 105.6.9, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system.	
Type	Fee
Compressed Gas System	\$230
LP- Gas	
IFC 105.7.12 Required for installation of or modification to an LP-gas system.	
Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000	\$460
Residential LP-Gas System	\$85
Flammable and Combustible Liquids	
IFC 105.7.8 Required to (1) to install, repair or modify a pipeline for the transportation of flammable or combustible liquids. (2) To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. (3) To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank.	

Type	Fee
(1) Pipeline	\$230
(2) Vehicles, Equipment, Facilities, etc.	\$230
(3) Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460
Residential Fuel Tank Install or Abandonment	\$60
Cryogenic Fluids	
IFC 105.7.4 Required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.6.11.	
Quantity	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460

Table I - Spraying/Dipping, Industrial Ovens and Marijuana Extraction Systems	
Spraying or Dipping	
IFC 105.7.16 Required to install or modify a spray room, dip tank or booth.	
Type	Fee
Pre-Engineered Booth or Tank	\$175
Site-Built or Used Room, Booth or Tank	\$290
Industrial Ovens	
IFC 105.7.11 Required for installation of industrial ovens covered by Chapter 30.	
Class	Fee
Class A, B, C or D	\$290
Marijuana Extraction System	
IFC 105.7.19 Required to install a marijuana/cannabis extraction system regulated under WAC 314-55-104.	
Valuation	Fee
\$25,000 or Less	\$115
\$25,001-\$50,000	\$230
\$50,001-\$100,000	\$460
Over \$100,000	\$575

Table J - Power, Radio and Smoke Control Systems	
Battery System	
IFC 105.7.2 Required to install stationary storage battery systems having a liquid capacity of more than 50 gallons.	
Quantity	Fee
50-100 Gallons	\$115
Over 100 Gallons	\$230
Solar Photovoltaic Power System	
IFC 105.7.15 required to install or modify solar photovoltaic power systems.	
Type	Fee
Residential PV System	\$115
Commercial PV System	\$230
Emergency Responder Radio Coverage System	
IFC 105.7.5 required for installation of or modification to emergency responder radio coverage systems and related equipment.	
Type	Fee
Single Bi-Directional Antenna System	\$230
Distributed Antenna System	\$460
Smoke Control System	
IFC 105.7.14 required for installation of or alteration to smoke control or smoke exhaust systems.	
Type	Fee
Smoke Control Systems (Passive and Mechanical)	\$460

Table K - Gates and Barricades Across Fire Apparatus Roads	
IFC 105.7.9 Required for the installation of or modification to a gate or barricade across a fire apparatus access road.	
Quantity	Fee
1	\$115
2 or More	\$230

Table L - Miscellaneous Fees	
Description	Fee
After Hours Inspections (Regular Hours: Monday-Friday 8:00am - 4:00pm excluding Holidays)	\$100 per Hour; 1 Hour Minimum
Additional Plan Review Fee (required by (1) changes, (2) additions, or (3) revisions to approved plans)	\$100 per Hour; 1 Hour Minimum
City of Lake Stevens Administrative Fee (added to all fees collected by the City of Lake Stevens)	15% of Permit Fee

Construction Permit Extension (additional 180 days)	\$200
Construction Re-Inspection Fee (for uncorrected violations after 2nd site inspection)	\$100
Expired Construction Permit Re-Issuance (for expired permits not exceeding 1 year abandonment)	50% of Permit Fee
Firefighter Fire Watch or Standby	\$100 per Hour per Firefighter; 2 Hour Minimum
Fire Flow Determination	Contact Water Purveyor Having Jurisdiction
Outside Consultant Review	Actual Cost Plus 50% of Permit Fee
Work Without a Permit	Permit Fee x 3

Table M - Fire Investigation Fees	
Cause Determined As	Fee
Accidental, Natural or Undetermined	No Fee
Incendiary (intentionally set or criminal fire, arson)	Actual cost shall be billed to the convicted party for investigation, report preparation, courtroom preparation and testimony as received from Snohomish County in accordance with the current ILA.

PASSED by the City Council of the City of Lake Stevens on the 11th day of April 2023.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

City of Lake Stevens

Body Worn Video Redaction Cost Study

June 2023

Background

LSPD has implemented a Body Worn Camera (BWC) program. Officers will wear body cameras and will capture recordings that are public records subject to the Washington Public Records Act, Chapt. 42.56 RCW (PRA). The PRA allows a law enforcement agency responding to requests for BWC recordings to charge certain requestors the reasonable costs of redacting videos prior to disclosure. The purpose of this cost study is to determine those reasonable costs.

Allowable redaction costs are in addition to copying costs that agencies are legally allowed to charge requestors, permitted under RCW 42.56.120 and RCW 42.56.240 (14).

Introduction

With the exception of the following requestors, the PRA allows an agency to charge a requestor the reasonable costs of redacting, or otherwise obscuring, any portion of the body worn camera recording prior to disclosure to the extent necessary to comply with PRA exemptions:

- A person directly involved in an incident recorded by the requested body worn camera recording;
- An attorney representing a person directly involved in an incident recorded by the requested body worn camera recording;
- A person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person;
- The executive director from either the Washington state commission on African-American affairs, Asian Pacific American affairs, or Hispanic affairs; or
- If relevant to a cause of action, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States department of justice settlement agreement.

An agency that charges redaction costs must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.

The purpose of this cost study is to determine the reasonable cost of redacting BWC recordings in order to: (1) provide a requestor the estimated cost of redacting particular BWC recordings, (2) provide requestors a choice of redaction types in order to reduce costs to those requestors, and (3) determine the cost City staff should charge to requestors for redactions.

Principles

- We charge for redactions based on the parameters provided in the PRA
- We charge staff time directly applicable to redacting videos
- We charge staff time (salary + benefits) for no more than the mid-range paid employee assigned responsibility for redacting video
- We have highly-skilled Records Specialists who apply their expertise to redact video in an efficient and skillful manner
- We use redaction technology that most effectively and efficiently meets the administrative and operational needs of the Department
- We do not charge requestors any costs related to the redaction technology
- The City incurs substantial costs for video management, processing, storage, and redaction technology
- In addition to allowed redaction costs, we charge requestors the actual cost of copies of BWC recordings as provided in the PRA

Types of Redactions

- Targeted Video Redaction of a Person or Object with or without Targeted Audio Redaction: This redaction type blurs or blacks-out the face, or identifying features of an individual or object, with or without removing audio content
- Targeted Audio Redaction Alone: This redaction type only removes audio content
- Complete Blur of Screen with or without Audio Removal: This redaction type completely blurs-out targeted segment(s) of video. This redaction type may also remove all audio from the segment(s) if required.

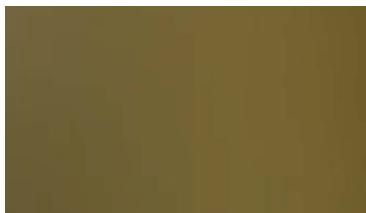
Examples of video redaction types are illustrated below

Video Redaction Type Illustrations

Targeted Video Redaction



Targeted Blur of **Entire** Screen



Time Studies

Stopwatch-style time studies were conducted over the period of eight (8) months to determine the amount of time it takes to redact BWC recordings, including how long it takes to redact one minute of video, redact one minute of audio, and redact one minute of video and audio. Staff utilized a stop-watch/timer to record the actual time spent redacting the video and/or audio, and averaged these times over the course of the study to determine the results below.

Time Study Results:

Redaction Type	Average Redaction Time
Targeted Video Redaction – No Audio Redaction	2 minute/1 minute of footage
Targeted Video Redaction – With Audio Redaction	4 minutes/1 minute of footage
Targeted Audio Redaction Alone	Unknown - no data from study

Records Specialist Salaries

The mid-range salaries for Records Specialists within LSPD is \$0.84 per minute. The PRA allows agencies to charge the actual cost of redacting BWC recordings including the cost of redaction technology provided it is the least costly commercially available method. The Records Specialists salary amounts do not include the cost of redaction technology and the City does not intend to charge requesters technology costs at this time. Instead, the City intends to charge requesters at the rate of \$0.84 per minute of Records Specialist time to redact body worn videos. This rate is below the actual cost incurred by the City for redacting video.

Estimating Redaction Costs

Based on the results of the cost study, LSPD Records Unit staff will calculate estimated redaction costs using the following rates:

Redaction Method	Estimated Cost Per Minute to Redact	Minutes to Redact Per Minute of Raw Footage	Estimated Cost of Redaction Per Minute of Raw Footage
Targeted Video Redaction – No Audio Redaction	\$0.84	2 minutes	\$1.68/minute total cost to requestor
Targeted Video Redaction – With Audio Redaction	\$0.84	4 minutes	\$3.36/minute total cost to requestor
Targeted Audio Redaction Alone	\$0.84	N/A	N/A

LSPD Will Charge Redaction Costs Based on Actual Redaction Time

The City will charge requesters redaction costs reflecting the actual time it takes to redact a particular video calculated at the rate of \$0.84 per minute of staff time.

Body Worn Camera Cost Estimation Template

When communicating a cost estimate to PRA requestors, City Staff should use the following template:

We have identified a body worn camera video record responsive to your request. The identified record contains exempt information and requires video redaction. You have not self-identified as a person who is exempt from redaction costs as provided in RCW42.56.240(14)(f)(iii). As a result, the Lake Stevens Police Department is allowed to charge you the reasonable costs related to redacting the body worn video you have requested.

Below are the estimated costs of redaction and a deposit of 10% of this cost. The 10% deposit is required to be paid prior to processing the request. These costs are only estimates and may vary depending on the actual time it takes to complete your request. Redaction costs are \$0.84 per minute of redaction time.

Estimated Redaction Time in Minutes _____ X \$0.84 = _____ Estimated Redaction Cost

Estimated Redaction Cost _____ X 10% = _____ Required Deposit

If we do not receive the 10% deposit from you within 10 calendar days, we will consider your request closed.

CITY COUNCIL STAFF REPORT



Agenda Date: 7/18/2023

Subject: Resolution 2023-11 - Update of Public Records Act Policies

Contact Person/Department: Kelly Chelin, Administration

Budget Impact: n/a

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Resolution 2023-11 relating to the Public Records Act, RCW 42.56 and repealing Resolution 2018-003.

SUMMARY/BACKGROUND:

RCW 42.56.040 and 42.56.100 require that Public Records Policies be established to facilitate the disclosure of public records. The purpose of these rules is to establish the procedures the City of Lake Stevens (City) will follow in order to provide full access to public records, the fullest assistance to inquirers, and the most timely possible action as required by RCW 42.56.100.

Staff has updated the policy to reflect current practices for processing requests, specifically the Next Request portal on the City's website.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Policy

200 – PUBLIC RECORDS ACT POLICY



APPLIES TO:	All City	POLICY OWNER:	City Clerk
APPROVED BY:	Click or tap here to enter text.	TITLE:	Public Records Act Policy
EFFECTIVE DATE:	7/18/2023		

200.1. PURPOSE AND SCOPE

The City is required by the Public Records Act (“PRA” or the “Act”), Chapter 42.56 RCW, to adopt and enforce reasonable rules and regulations to provide full public access to Public Records. This policy complies with the requirements of the PRA by providing for straight-forward, predictable practices for responding to and fulfilling requests for disclosure of Public Records in a manner consistent with the PRA.

This policy includes both statutory requirements and best practices. Except where these provisions are mandated by statute, any duties identified in this policy are discretionary and advisory only and shall not impose any affirmative duty on the City. The City reserves the right to apply, interpret, modify, or suspend this policy at any time.

This policy shall be available at City hall, the police department and posted on the City’s website.

200.2. POLICY

It is the policy of the City of Lake Stevens, (the “City”) to release records of the City in compliance with the Public Records Act and any other applicable provisions of federal or state law.

1. Public Records Request

- a) Public Records Officer - The City Clerk shall serve as the Public Records Officer (“PRO”) of the City of Lake Stevens. All requests must be facilitated by the PRO unless the PRO has delegated the request to a specific staff member. Individuals submitting PRA requests (“Requestors”) may contact the PRO, via first class mail addressed to the PRO at City Hall, by phone at (425) 622-9400, by fax at (425) 622-9397, via email at deputyclerk@lakestevenswa.gov, or preferably via the Public Records Portal on the City of Lake Stevens website at www.lakestevenswa.gov.

- b) The Public Records Officer shall:
 - i) Be responsible for implementing the City's process regarding disclosure of Public Records;
 - ii) Serve as the principal contact point with any Requestor who has made a records request to the City, unless the PRO has delegated these responsibilities to a specific staff member;
 - iii) Coordinate City staff in this regard, generally ensuring the compliance of the staff with Public Records disclosure requirements;
 - iv) Make the final decision in cooperation with a legal advisor regarding disclosure and application of exemptions;
 - v) Maintain the agency's indices, if any;
 - vi) Maintain a log of Public Records requests; and
 - vii) Undergo training required of Public Records Officers by Washington State law. (RCW 42.56.152)

2. How to Make a PRA Request

- a) Public Records may be inspected, or copies of Public Records may be obtained by the public at the City Hall or the Police Department upon compliance with the following procedures:
 - i) All requests must be facilitated by the Public Records Officer. The City encourages that all requests be made through the online [records portal](#) located on the City website. Additionally, requests may be mailed, emailed, faxed, or delivered in person to City Hall or the Police Department. In-person requests must be made during regular business hours. The request should include the following information:
 - (1) An indication that the request is being made for access to a Public Record pursuant to the PRA;
 - (2) The Requestor's name, address, and convenient means of contact, such as email address, phone number, etc.;
 - (3) The date of the request;
 - (4) A description of the Public Record requested that includes sufficient details to allow the City to identify responsive records;
 - (5) Whether the Requestor wants to inspect records or wants copies. If the Requestor wants copies, the Requestor should indicate if they want the copies mailed, emailed, or if they want to pick them up;
 - (6) Requests for body worn camera recordings must contain the following:
 - (a) Specifically identify a name of a person or persons involved in the incident;
 - (b) Provide the incident or case number;
 - (c) Provide the date, time, and location of the incident or incidents; or

- (d) Identify a law enforcement or corrections officer involved in the incident or incidents.

If the Requestor requests waiver of costs for redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of a body worn camera record pursuant to RCW 42.56.240(14)(e), the Requestor must identify him/herself.

- ii) The Washington Courts have recognized that oral requests for Public Records can be problematic and therefore Requestors are strongly encouraged to make written requests using the [Records Portal](#). When a records request is made orally, the PRO shall document the request by creating a request in the online Records Portal and if an email address is provided a confirmation will be sent to the Requestor. Any oral request must be made during regular business hours.
- iii) It is the Requestor's obligation to provide the City with fair notice that a PRA request has been made.

3. Procedure for Response to Request

- a) **Initial Five-Day Response.** The City shall respond promptly to PRA requests. Within five (5) business days of receiving a Records Request, the City shall acknowledge receipt of the request and take one or more of the following actions:
 - i) Provide the records or provide notice that the records are available. If the record requested is available on the City's website, the response may include a specific link to the document;
 - ii) Seek clarification or refinement of the request if needed to identify the record requested and provide to the greatest extent possible a reasonable estimate of the time the agency will require to respond to the request if the request is not clarified. When clarification or refinement is sought, the City will provide a reasonable estimate of the time the City will require to respond to the request if it is not clarified;
 - iii) Indicate that the City does not have any responsive records;
 - iv) Indicate that any responsive records are exempt from disclosure and provide an exemption log of the withheld records; or
 - v) Provide a reasonable estimate of when the request can be fulfilled. For large requests that will be filled in installments, the response will also indicate when the first installment will be made. When providing a reasonable estimate of time required to fulfill a Public Records request, the PRO may take into account the time required to refine or clarify a request, locate or retrieve requested records, redact or withhold exempt records and create associated documentation, consult with appropriate staff or legal advisor regarding potential exemptions, and notify third parties or other agencies

of requests for records of a sensitive nature consistent with the provisions of RCW 42.56.540.

- vi) Deny the request, if authorized by the PRA.

Note that in calculating five (5) business days, the following are not counted: The day the agency receives the request, Saturdays, Sundays and holidays.

- b) **Large Requests.** When receiving a request that appears to be broad in nature, the Public Records Officer may request clarification from the Requestor to ensure that the appropriate records are identified and to determine if the request can be narrowed. Clarification shall focus on information needed to identify responsive records. Any information provided about the purpose of the request shall not be used as a basis for denying the request.

When appropriate, as part of the clarification process, the PRO may work with the Requestor to find ways to narrow the request. When a Requestor agrees to narrow a request, nothing prevents the Requestor from later expanding the request back to its original scope.

When a records request is for a large volume of records, the City may elect to provide records on an installment basis. If a Requestor does not review, claim, or pay for the records requested within thirty (30) days of being made available, the City may deem the request abandoned and stop fulfilling the remainder of the request. *See* Section 7(e) of this Policy.

- c) **Requests for “All Records.”** A Public Records request must be for identifiable records. A request for all or substantially all City records is not a valid request for identifiable records.
- d) **Requests for List of Names.** The PRA prohibits the City from producing a list of names to a Requestor who intends to use the list for commercial purposes. When a Requestor requests a list of names, the Requestor must explain the intended use of the list and will be asked to sign a declaration providing that the list will not be used for commercial purposes. The PRO must conduct research to confirm that the request is not for commercial purposes.
- e) **Bot Requests.** The City may deny a Bot Request that is one of multiple requests from the Requestor to the City within a twenty-four (24) hour period if it is established that responding to the request would cause excessive interference with other essential functions. “Bot request” means a request for Public Records that an agency reasonably believes was automatically generated by a computer program or script.

- f) **Multiple Requests by the same party.** When the same requestor simultaneously submits separate requests or makes one or more additional requests when previous are open, staff may queue the requests in the order in which they are received. Staff is not required to work on additional requests until the initial requests are completed and closed. Requestors are responsible for informing the Public Records Officer if they want to reprioritize the fulfillment of their requests.
- g) **Notice to Third Parties.** If a Public Record contains personal information that identifies an individual or organization other than the subject of the requested Public Record, the City may notify that individual or organization to allow the third party to seek relief pursuant to RCW 42.56.540. If the City intends on issuing notice, pursuant to RCW 42.56.540, the PRO and/or the City's legal counsel should be consulted. The City may take this into account when providing an estimate for when the records will be available. The City should also review any contracts with third parties that may contain special notice provisions. Nothing in this policy is intended to create any right to such notice.

If a request seeks information located exclusively in an employee's personnel, payroll, supervisor, or training file, the City must provide notice to the employee, to any union representing the employee, and to the Requestor. The notice must state:

- i) The date of the request;
 - ii) The nature of the requested record relating to the employee;
 - iii) That the City will release any information in the record not exempt from disclosure at least ten days from the date the notice is made; and
 - iv) That the employee may seek to enjoin release of the records under RCW 42.56.540.
- h) **Creating Records.** A PRA request only applies to records that exist at the time of the request. The PRA does not apply to requests for information or require the City to create a new record. Requestors cannot make "standing" PRA requests.

A request for information, contained in electronic databases, may be considered a valid request for records, if the information can be reasonably extracted to produce a record that is fully or partially responsive to the request.

- i) **Later discovered documents.** If, after the PRO has informed the Requestor that they have provided all available records, the PRO becomes aware of additional responsive documents existing at the time of the request that had not been provided previously, they will promptly inform the Requestor of the additional documents and provide them on an expedited basis.

- j) **Requests for Metadata.** Occasionally, a PRA request will specifically include a request metadata associated with Public Records. In such case, the PRO and staff shall work with City IT to identify, gather, and produce the requested metadata.

4. City Actions After a Request is Received

- a) **Order of Response.** Fulfillment of requests shall be processed in the order that provides the timeliest response. Requests may be fulfilled in the order of receipt as long as easily fulfilled requests are not postponed behind larger or more complicated requests strictly because they were received later.
- b) **Locating Responsive Records.** After receiving a request, the PRO shall identify locations and City Departments where records are reasonably likely to be located. The PRO will then notify the appropriate department heads and other City staff of the request and inform them of the need to retain all potentially responsive records. The PRO will then coordinate with the department heads and other City staff to respond to the request, as needed.

City staff and officials will be prompt in searching for responsive records and providing them to the PRO in accordance with the timeline established by the PRO and providing documentation of their search efforts. If City employees or officials are using home computers, personal devices, or personal accounts to conduct City business, those devices and accounts also need to be searched by the employees or officials who are using them when those devices and accounts are reasonably likely to contain responsive records. If the City's contractors performing City work have responsive Public Records as a consequence of the contract, they should also be notified of the records request. If department heads or other staff cannot provide the records by the date established by the PRO, a reasonable estimate of how long it will take to provide the records must be provided.

- c) **Identifying Potentially Exempt Records.** The PRO is responsible for identifying records that are potentially exempt or contain potentially exempt information for all departments. The PRO or department designee may work with a legal advisor to determine if any exemption applies.

5. Exemptions

- a) **Exemptions.** The PRA and other statutes exempt from or prohibit disclosure of certain Public Records. It is the policy of the City to provide prompt and helpful access to all Public Records in the City's custody that are not exempt or prohibited from disclosure. Requested records may only be withheld or redacted consistent with the law, which shall be documented for the Requestor in accordance with the requirements of RCW 42.56.210.

Some Public Records that are otherwise subject to disclosure may contain specific content that is exempt from disclosure. The presence of exempt information does not necessarily exempt an entire record from disclosure. Exempt portions of an otherwise disclosable record shall be

redacted prior to inspection or copying, and such redactions shall be documented. The Requestor shall be notified of the redaction in accordance with the requirements of RCW 42.56.210.

Appendix A contains a list of common statutory exemptions and prohibitions that are not included in RCW Chapter 42.56. However, note that this list is not exhaustive. Any questions about exemptions should be directed to the PRA and/or the City's legal counsel. The City reserves the right to assert any exemptions permitted by law when the City determines non-disclosure serves the public interest and is not limited to the exemptions listed in Appendix A.

- b) **Withholding Logs and Redaction Logs.** When records are withheld or redacted, the Requestor shall be informed in writing the statutory citation for the exemption and a brief explanation of how the exemption applies. For withheld records, the City will also provide basic identifying information for each withheld record including the type of record, the date the record was created, the author, and recipients, if any.

6. Charges for Copying Public Records

- a) The fees set forth in this section are default fees set pursuant to RCW 42.56.120. The City finds that calculating the actual cost of providing Public Records would be unduly burdensome given the limited staff resources and funding to dedicate to a comprehensive study to determine actual copying costs and that conducting such a study would interfere with the City's other essential agency functions.
 - i) No fee shall be charged for the inspection of Public Records.
 - ii) No fee shall be charged for a records request that would not exceed a total cost of \$1.00.
- b) **Copies.** (See current City Fee Schedule).
 - i) A customized service charge if the City estimates that the request would require the use of information technology expertise to prepare data compilations or provide customized electronic access services when such compilations or customized access services are not used for any other City purposes. The customized service charge may reimburse the City up to the actual cost of providing the services; and
 - ii) Redaction costs for the production of body worn camera recordings, including the actual cost of redaction software technology and the PRO's time spent on redaction of the records. However, such time spent shall not count towards the City's allocation of, or limitation on, time or costs spent responding to public records requests, as established pursuant to any local ordinance, policy, procedure, or state law.

- c) **Deposits.** Before copying any record, the City may require a deposit up to 10% of the estimated costs. When records are being produced on an installment basis, the City may charge for each installment. The decision not to request a deposit shall not serve to waive the City's right to request a deposit for future requests. If an installment is not claimed and paid for within thirty (30) days of having been notified the records are available or if the Requestor has not contacted the PRO within this thirty (30) day period to make arrangements to pay for the records outside of this thirty (30) day period, the City is not obligated to fulfill the balance of the records request.
- d) **Copies of Electronic Records.** Records available in electronic format that do not require redaction may be provided in native format unless the Requestor specifically asks that they be provided in paper or other form. Electronic records that require redaction usually cannot be produced in a native format and will be converted to paper or PDF. When requested and deemed feasible, electronic records may be converted from one format to another provided such conversion is not unduly burdensome,

7. Providing Copies or Inspection of Records

- a) **Notice.** Once the PRO has collected all responsive records (or the first installment if the records are being produced on an installment basis), has reviewed the responsive records to remove exempt records, and has prepared an exemption log, the PRO shall notify the Requestor that the records are available.
- b) **Response by Requestor.** If the Requestor does not contact the PRO to arrange for payment of the copies or for review of the records within thirty (30) days after the date of the notice, the City may consider the Records Request abandoned and close the request, unless the Requestor seeks
 - c) an additional amount of time within thirty (30) days to review the records. *See* Section 7(e) (Closing the File).
- d) **Protection of Records.** In order for Public Records to be protected from damage or disorganization as required by the Act, the following procedures and practices are hereby instituted:
 - i) No Public Records shall be removed from City Hall without the PRO's permission;
 - ii) Inspection of any Public Records shall be conducted in the presence of the PRO or designated staff;
 - iii) No Public Record may be marked, defaced, torn, damaged, destroyed, unreasonably disorganized or removed from its proper location or order by a member of the public;
 - iv) Public Records maintained in a file jacket or binders, or in chronological order, may not be dismantled except for the purpose of copying, and then only by City staff; and

v) Public Records of the City may be copied only on the copying machines of the City unless other arrangements are made by the PRO.

- e) **Loss of Right to Inspect.** Inspection shall be denied and the records withdrawn by the PRO if the Requestor, when reviewing records, acts in a manner which will damage or substantially disorganize the records or interfere excessively with other essential functions of the City.
- f) **Closing the File.** Once all copies of requested records have been provided to the Requestor, the Requestor has inspected the requested records, or thirty (30) days have passed since the Requestor was notified that the records were available and the Requestor has failed to claim, review, or pay for the records, the PRO shall close the request. Upon closing the request, the PRO should provide a closing letter stating the scope of the request and memorializing the outcome of the request.

8. Administrative Review of Denial. A Requestor may ask for review of a decision to withhold or redact exempt records by submitting a written petition to the PRO that includes a copy of the redaction or exemption log or detailed description of the City's statement of withholding. The request for review and any relevant information shall be forwarded immediately to the City's Public Records Attorney, who shall consider the petition and either reverse or affirm the denial within two days of the City's receipt of the petition.

The City and the Requestor may mutually agree to a longer period of time for consideration of a petition for review. If the withholding or redaction is affirmed, the decision shall be considered the City's final action for the purposes of judicial review. If the decision to withhold or redact is reversed, the PRO shall proceed to make the subject records available to the Requestor for inspection in accordance with the provisions of this policy and procedure.

9. Index of Public Records. For the reasons stated in Resolution 2004-16, incorporated herein by reference, the City finds that it would be unduly burdensome and would interfere with City operations to maintain an index of records. The City will make available for public disclosure all indices which may at a future time be developed for City use.

10. Disclaimer of Liability. Neither the City nor any officer, employee, official or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon a release of Public Records if the person releasing the records acted in good faith in attempting to comply with this policy.

This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law. Despite the use of any mandatory terms such as "shall," nothing in this policy is intended to impose mandatory duties on the City beyond those imposed by state and federal law.

Appendix A

See the [Attorney General's Sunshine Committee](#) webpage for the most up-to-date list of public disclosure exemptions. It is created annually by the Code Reviser's Office.

Washington State Statutes

RCW 2.64.111	Judicial conduct commission investigations of judges and initial proceedings
RCW 4.24.550	Information on sex offenders
RCW 4.24.601 and .611	Trade secrets and confidential research, development or commercial information re products or business methods
RCW 5.60.060	Privileged communications
RCW 5.60.070; RCW 7.07.070	Mediation records
RCW 7.68.140	Victims' compensation claims
RCW 7.69A.030(4)	Name, address and photograph of child victim or child witness
RCW 7.69A.050	Child victims and witnesses of certain crimes – protection of address
RCW 7.75.050	Records of Dispute Resolution Centers
RCW 9.02.100	Reproductive privacy
RCW 9.41.097(2)	Mental health information re persons buying pistols or applying for CPLs
RCW 9.41.129	Concealed pistol license applications
RCW 9.73.230	Name of confidential informants in written report on wire tapping
RCW 9.51.050	Disclosing transaction of grand jury
RCW 9.51.060	Disclosure of grand jury deposition
RCW 9.73.090(1)(c)	Prohibition on disclosure of law enforcement dash cam videos until final disposition of litigation
RCW 9A.44.138	Offender registration information given to high school or institution of higher education re an employee or student
RCW 9A.82.170	Financial institution records re criminal profiteering act

RCW 10.27.090	Grand jury testimony/evidence
RCW 10.27.160	Grand jury reports – release to public only by judicial order
RCW 10.52.100	Records identifying child victims of sexual assault
RCW 10.77.205	Information re victims, next of kin, or witnesses requesting notice of release of person found not guilty of a sex, violent, or felony harassment offense by reason of criminal insanity and the notice itself
RCW 10.52.100	Records identifying child victim of sexual assault
RCW 10.77.210	Records of persons committed for criminal insanity
RCW 10.97.040	Criminal history information released must include disposition, with some exceptions
RCW 10.97.050	Conviction and criminal history information
RCW 10.97.060	Deletion of certain criminal history record information, conditions
RCW 10.97.070	Disclosure of identity of suspect to victim
RCW 10.97.080	Inspection of criminal record by subject
RCW 10.97.130	Information about victims of sexual assault under age eighteen
RCW 10.101.020(3)	Information given by an accused regarding determination for indigent defense
RCW 13.34.115	Court dependency proceedings
RCW 13.40.217	Juveniles adjudicated of sex offenses – release of information
RCW 13.50.010	Maintenance of and access to juvenile records
RCW 13.50.050	Juvenile offender records
RCW 13.50.100	Juvenile/children records not relating to offenses
RCW 13.60.020	Missing children or endangered person information
RCW 18.04.405	Confidentiality of information gained by CPA
RCW 18.19.060	Notification to clients by counselors
RCW 18.19.180	Confidential communications with counselors

RCW 19.215.020	Destruction of personal health and financial information
RCW 19.34.240(3)	Private digital signature keys
RCW 19.215.030	Compliance with federal rules
RCW 26.04.175	Name and address of domestic violence victim in marriage records
RCW 26.12.170	Reports of child abuse/neglect with courts
RCW 26.23.050	Child support orders
RCW 26.23.120	Child support records
RCW 26.26.041	Uniform Parentage Act – protection of participants
RCW 26.26.450	Confidentiality of genetic testing
RCW 26.33.330	Sealed court adoption records
RCW 26.33.340	Agency adoption records
RCW 26.33.343	Access to adoption records by confidential intermediary
RCW 26.33.380	Adoption – identity of birth parents confidential
RCW 26.44.010	Privacy of reports on child abuse and neglect
RCW 26.44.031	Information related to reports of child abuse or neglect
RCW 26.44.125	Reports, reviews and hearings related to a review of abuse finding
RCW 27.53.070	Records identifying the location of archaeological sites
RCW 29A.08.720	Voter registration records – place of registration and any decision not to register to vote confidential
RCW 29A.08.710	Voter registration records – certain information exempt
RCW 35.102.145	Municipal business and occupation tax – local ordinance can protect return or tax information
RCW 36.28A.060(8)	Tactical and intelligence information provided to WASPC
RCW 39.10.470(2)	Alternative public works - trade secrets or other proprietary information submitted by bidder in connection with an alternative public works transaction if data identified and reasons stated in writing

RCW 39.10.470(3)	Alternative public works – proposals submitted by design-build finalists until notification of highest scoring finalist is made
RCW 42.23.070(4)	Municipal officer disclosure of confidential information prohibited
RCW 42.41.030(7)	Identity of local government whistleblower
RCW 42.41.045	Non-disclosure of protected information (whistleblower)
RCW 43.43.762	Contents of statewide criminal street gang database
RCW 46.52.065	State toxicologist records relating to analyses of blood samples
RCW 46.52.080	Traffic accident reports – confidentiality
RCW 46.52.083	Traffic accident reports – available to interested parties
RCW 46.52.120	Traffic crimes and infractions – confidential use by police and courts
RCW 46.52.130(2)	Abstract of driving record – limited disclosure
RCW 48.62.101	Local government insurance/risk management liability reserve funds established to settle claims
RCW 50.13.060	Access to employment security records by local government agencies
RCW 50.13.100	Disclosure of confidential employment security records allowed if identifying information deleted or with consent
RCW 51.28.070	Worker’s compensation records confidential – limited disclosure
RCW 51.36.060	Physician information on injured workers
RCW 60.70.040	No duty to disclose record of common law lien
RCW 68.50.105	Autopsy reports – confidential – limited disclosure
RCW 68.50.320	Dental identification records – available to law enforcement agencies
Ch. 70.02 RCW	Medical records – access and disclosure – entire chapter (information from HC providers)
RCW 70.05.170	Child mortality reviews by local health departments

RCW 70.24.022	Public health agency information regarding sexually transmitted disease investigations - confidential
RCW 70.24.024	Transcripts and records of hearings regarding sexually transmitted diseases
RCW 70.28.020	Local health department TB records – confidential
RCW 70.41.200	Hospital quality improvement committee records and accreditation reports
RCW 70.48.100	Jail records and booking photos
RCW 70.58.055	Birth certificates – certain information confidential
RCW 70.58.104	Vital records, research confidentiality safeguards
RCW 70.94.205	Washington Clean Air Act – confidentiality of data.
RCW 70.96A.150	Registration and other records of alcohol and drug abuse treatment programs
RCW 70.123.075	Client records of domestic violence programs
RCW 70.125.065	Records of community sexual assault program and underserved populations provider in discovery
RCW 71.05.425	Notice of release or transfer of committed person after offense dismissal
RCW 71.05.445	Release of mental health information to Dept. of Corrections
RCW 71.05.620	Access to court records related to mental health cases under chapter 71.05 RCW
RCW 71.24.035(5)(g)	Mental health information system – state, county and regional support networks – confidentiality of client records
RCW 71.34.335	Mental health treatment of minors – records confidential
RCW 71A.14.070	Records regarding developmental disability – confidentiality
RCW 72.09.345	Notice to public about sex offenders – department of corrections access to information
RCW 72.09.585	Disclosure of inmate records to local agencies – confidentiality

RCW 73.04.030	Veterans discharge papers exemption (see related RCW 42.56.440)
RCW 74.04.060	Applicants and recipients of public assistance
RCW 74.04.520	Food stamp program confidentiality
RCW 74.13.075(5)	Juvenile's status as a sexually aggressive youth and related info
RCW 74.13.280	Children in out-of-home placements - confidentiality
RCW 74.20.280	Child support enforcement – local agency cooperation, information
RCW 74.34.095	Abuse of vulnerable adults - confidentiality of investigations and reports
RCW 82.32.330	Disclosure of tax information
RCW 84.36.389	Confidential income data in property tax records held by assessor
RCW 84.40.020	Confidential income data supplied to assessor regarding real property

Selected Federal Confidentiality Statutes and Rules

18 USC § 2721 - 2725	Driver and License Plate Information
18 USC § 923(g); Public Law 112-55, div. B, title II, 125 STAT. 609	Firearms trace data provided to local law enforcement by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
20 USC § 1232g	Family Education Rights and Privacy Act
23 USC § 409	Evidence of certain accident reports
42 USC 290dd-2	Confidentiality of Substance Abuse Records
42 USC § 405(c)(2)(C)(viii) (I)	Limits on Use and Disclosure of Social Security Numbers.
42 USC 654(26)	State Plans for Child Support
42 USC 671(a)(8)	State Plans for Foster Care and Adoption Assistance
42 USC 1396a(7)	State Plans for Medical Assistance

42 USC § 5106a	Grants to States for Child Abuse and Neglect Prevention and Treatment Programs
7 CFR 272.1(c)	Food Stamp Applicants and Recipients
34 CFR 361.38	State Vocational Rehabilitation Services Programs
42 CFR Part 2 (2.1 - 2.67)	Confidentiality of Alcohol and Drug Abuse Patient Records
42 CFR 431.300 - 307	Safeguarding Information on Applicants and Recipients of Medical Assistance
42 CFR 483.420	Client Protections for Intermediate Care Facilities for the Mentally Retarded
42 CFR 5106a	Grants to States for Child Abuse and Neglect Prevention and Treatment Programs
45 CFR 160-164	HIPAA Privacy Rule
46 CFR 40.321	USCG regulations regarding confidentiality

200.3. TERMS AND DEFINITIONS

1. Incorporation of Definitions

This policy incorporates the definitions in RCW 42.56.010 and any relevant definitions in RCW 42.17A.005.

2. Additional Definitions

- a) “Act” refers to the Public Records Act, at Chapter 42.56 RCW.
- b) “Bot Request” means a request for Public Records that the City reasonably believes was automatically generated by a computer program or script.
- c) “City” refers to the City of Lake Stevens.
- d) “Exemption” refers to any statute that allows or requires the City to withhold information or records in response to a PRA request.
- e) “Policy” refers to this policy for the Public Records Act.

- f) “Public Record” means any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function, prepared, owned, used, or retained by the City regardless of physical form or characteristics. Records created or received by employees using privately owned devices only qualify as Public Records if the employee was acting within the scope of employment when the record was created or received, or when the record is subsequently used for a City purpose.
- g) “Public Records Officer” or PRO is the person identified in Section 249.2.1 of this Policy.
- h) “PRA Request” means a request for Public Records made to the City pursuant to the Act.
- i) “Requestor” means the person or entity that has made a Records Request to the City.
- j) “Withholding” means non-disclosure of exempt records, either all or in part.
- k) "Records Portal" means the Public Records portal located on the City of Lake Stevens website where a citizen may create a secure account within which records may be requested, received, and all communications can occur.

200.4. RELATED DOCUMENTS OR FORMS

[Link to Fee Schedule](#)

CITY COUNCIL STAFF REPORT



Agenda Date: 7/18/2023

Subject: Coast Construction Group contract for the construction of the Sunset Beach Park Dock Replacement Project

Contact Person/Department: Erik Mangold, Public Works

Budget Impact: This project has an approved budget of \$275,720 to be funded from the Park Mitigation fund. The projected expenditures include \$25,000 for final design, \$350,057 for the construction contract, and \$6,000 for inspection services, for a total of \$381,057. The Sunset Park Improvements Project is anticipated to have approximately \$65,000 remaining from REET 2 which can partially fund the shortfall for this Sunset Beach Dock Replacement Project. The remaining shortfall estimate of \$40,000 is proposed to be funded from REET 2, which will be included in a future budget amendment.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Public Works requests that Council authorize the Mayor to sign the contract for construction of the Sunset Beach Dock Replacement Project with Coast Construction Group for the amount of \$350,057.

SUMMARY/BACKGROUND:

The Public Works Department solicited for bids on June 28, 2023. A bid opening was held the morning of July 13, 2023. There was one bid from Coast Construction Group in the amount of \$350,057. This bid price exceeded the engineer's estimate of \$225,000 and the current approved budget of \$275,720. However, due to the bid for the Sunset Beach Park Improvements Project coming in lower than the budgeted amount, Public Works is able to use funds from that project to partially cover the shortfall. Public Works has verified bidder's responsibility and now seeks authorization from Council to authorize the Mayor to sign the construction contract for this project. Following the contract award, a pre-construction meeting will be held to review the proposed

construction schedule. This contract has 35 working days and a specific "fish window" working timeline from July 15th through September 15th. The project is currently scheduled to be completed before the Sunset Beach Park Improvements are finalized in early October 2023.

APPLICABLE CITY POLICIES:

City of Lake Stevens Comprehensive Procurement Policy, Policy No. P-2-2018

ATTACHMENTS:

1. 23004_BID Tabulation_230713
2. 23004_Contract_Coast Construction Group

Lake Stevens

23004: Sunset Beach Dock Replacement

Bid Tabulation

Bid Opening Date: 7/13/2023



*apparent low bidder

					Coast Construction Group	
Item No.	Spec. Section	Description	Unit	Quantity	unit price	total
A1	01 50 05	Mobilization	LS	1	\$ 66,428.58	\$ 66,428.58
A2	02 02 00	Demolition	LS	1	\$ 28,175.00	\$ 28,175.00
A3	05 50 00	Dock Metal Framing	SF	720	\$ 180.55	\$ 129,996.00
A4	06 70 00	Dock Decking	SF	720	\$ 35.65	\$ 25,668.00
A5	31 62 00	Dock Pilings	EA	8	\$ 5,865.00	\$ 46,920.00
A6	03 40 00	Precast Concrete Abutment	CY	2.1	\$ 8,693.45	\$ 18,256.25
A7	31 05 16	Abutment Backfill	CY	8	\$ 603.46	\$ 4,827.68
		Subtotal			Subtotal	\$ 320,271.51
		Sales Tax (9.3%)			Sales Tax 9.3%	\$ 29,785.25
		Construction Total			Total	\$ 350,056.75

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of _____, _____ by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and _____, a _____, and _____, a Washington _____ ("Contractor") [LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State]

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

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

1. Scope of Work.

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the following project:

Sunset Beach Dock Replacement, Project No. 23004

in accordance with and as described in

- A. this Contract, and
- B. the Project Manual, which include the attached plans, technical CSI specifications, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond,
- C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, here in after referred to as "the standard specifications",
- D. City of Lake Stevens Engineering Standards (referenced but not attached)
- E. Other _____
- F. Addenda (If any)

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Project Manual.

2. Time for Performance and Liquidated Damages / Termination of Contract.

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within **35** working days after said notice to proceed, unless a different time frame is expressly provided in writing by the City.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
 - 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
 - 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

- A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Project Manual.
- B. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.
- D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).

- E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. Independent Contractor Relationship.

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

5. Prevailing Wage Requirements.

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the City appropriate affidavits, certificates, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Snohomish County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an Attachment to this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

6. Indemnification and Hold Harmless.

- A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.
- C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants,

and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors

- D. Should a court of competent jurisdiction determine that this Contract 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

- E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.
- F. The provisions of this section shall survive the expiration or termination of this Contract.

7. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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.

Contractors required insurance shall be of the types and coverage as stated below:

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

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the 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 Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO 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 of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City Full Availability of Contractor Limits.

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

F. Other Insurance Provisions.

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk 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 Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

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

H. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

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. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

8. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.

- B. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the work.
- C. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

9. Non-discrimination.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

- A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.
- B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

10. Assignment and Subcontractors.

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- C. In the event the Contractor does assign this contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the contract documents.
- D. The Contractor shall, before commencing any work, notify the Owner in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against

whom the Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.
- F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.
- H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.
- I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

11. Contract Administration and Notices.

This Contract shall be administered for the City by the Capital Project Manager, Erik Mangold and shall be administered for the Contractor by the Contractor's Contract Representative, _____. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

To Contractor

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.622-9400

Contractor Business Name
Attn: Name & Title of Binding Officer
Mailing Address
City, State ZIP
Telephone: _____

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

12. Interpretation and Venue. This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Snohomish County, Washington.

13. Severability

A. If a court of competent jurisdiction holds any part, term or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract 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 Contract, covenant or condition of this Contract, 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 Contract, covenant, condition or right.

15. Survival.

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

16. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the

City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

17. 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.

18. ☒ Debarment and Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

CONTRACTOR BUSINESS NAME

By: _____
Mayor

By: _____

Printed Name & Title

Attest:

City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 7/18/2023

Subject: SR 9/SR 204 Landscaping Maint. Agreement with WSDOT

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: The high level of service (LOS) cost estimate is \$193,234/year, medium LOS is \$75,842/year, and low LOS is \$49,907/year. Cost estimates include materials and labor.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Make a motion to authorize the Mayor to sign the Agreement with the Washington State Department of Transportation (WSDOT) obligating the city to maintain portions of WSDOT right-of-way at the intersection of State Route (SR) 9 and SR 204, including the city gateway sign, sidewalks, buffer areas, and landscaping.

SUMMARY/BACKGROUND:

WSDOT is completing a project to add four roundabouts at the intersections of SR 9 and SR 204 that include extensive landscaping and sidewalks were, at the city's request, incorporated into the project to improve the appearance and accessibility of this highly visible and heavily travelled intersection. When the city made the request for additional amenities, it also committed to their maintenance. To honor this commitment, WSDOT and the city have been working over the past several months to formalize the maintenance agreement for the city gateway sign, sidewalks, buffer areas, and landscaping. With an approximate area of 65,000 square feet, the Public Works Department prepared maintenance cost estimates based on three levels of service (LOS). Maintenance efforts include preparing traffic control plans, weeding, pruning, garbage removal, graffiti abatement (not including sound walls), sidewalk cleaning, plant replacement, irrigation maintenance, mulch application, and pesticide/herbicide application. Of note, the City will not become responsible for this maintenance until WSDOT accepts the project and the warranty period expires, which is likely 2-5 years from now.

The cost estimate summary is below:

Landscaping Maintenance			
Cost Type	High LOS	Medium LOS	Low LOS
Labor Cost	165,000	59,400	31,900
Materials	31,234	19,442	21,007
Total	\$ 196,234	\$ 78,842	\$ 52,907
Additional FTE	1.71	0.62	0.33

As you can see, the maintenance effort is not trivial. The LOS levels have different frequencies of maintenance as outlined below:

High: Weekly litter removal, weeding, and graffiti removal.

Medium: Monthly litter removal, weeding, and graffiti removal.

Low: Quarterly litter removal, weeding, and graffiti removal.

The cost estimate detail is attached to provide transparency and clarity to this agenda item. As the Council contemplates authorizing the Mayor to sign this contract, consideration should be given to the anticipated level of service desired and the relative impact on future budgets.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Agreement GMB 1162_SR 9_SR 204_Lake Stevens and WSDOT_Maintenance
2. 20230517_SR9 Maintenance Estimates

GMB 1162
Maintenance Agreement
The City of Lake Stevens and the Washington State
Department of Transportation
SR 9/SR 204 Intersection Improvements Project

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Lake Stevens, Washington, hereinafter the "City," collectively the "Parties" and individually the "Party."

RECITALS

1. WSDOT will carry out the SR 9/SR 204 Intersection Improvements Project, hereinafter the "Project," by adding a two-lane roundabout at the intersection of SR 9 and SR 204. The Project will also add a roundabout at the intersections of SR 9/Vernon Rd, at Vernon Rd/91st Ave NE, and at N Davies Rd/Vernon Rd. Other Project work includes, but is not limited to, stormwater treatment facilities, City gateway sign foundation/wall, sidewalks, buffer areas, detention ponds, and landscaping, in the areas approximately shown in Exhibit A.
2. Pursuant to the GCB 3394 Construction Agreement, the City will add work to the Project, including construction of a City gateway sign foundation/wall to be located in the new SR 9/SR 204 two-lane roundabout. GCB 3394 addresses construction but does not address maintenance responsibilities for the City gateway sign foundation/wall following construction.
3. The City and WSDOT wish to define responsibilities for the maintenance, operation, repair, and/or replacement of certain facilities constructed by the Project in WSDOT right of way for the benefit of the City and that were requested by the City for consistency with the City's adopted Lake Stevens Beautification Plan.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A, which is incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY MAINTENANCE RESPONSIBILITIES

- 1.1 Following completion of construction/installation consistent with plans approved by the City, the City shall, at its sole cost and expense, perform all maintenance, operation, and repair of the following Project facilities in WSDOT right of way, individually the "Facility" and collectively the "Facilities": City gateway sign in the SR 9/SR 204 roundabout, sidewalks, buffer areas, and landscaping (including, but not limited to, landscaping in the buffer areas, around the detention ponds, and in the roundabout central islands at the SR 9/SR 204 intersection and the SR 9/Vernon Rd intersection) in the areas approximately shown in Exhibit A and as further detailed in Sections 1.2 through 1.5.

- 1.2 The City shall be responsible for the removal of any graffiti or other unauthorized markings from the Facilities.
- 1.3 Landscaping: Once plant establishment is completed pursuant to Project construction requirements, WSDOT shall notify the City in writing and the City shall, upon receipt of WSDOT's written notification, assume responsibility for the landscaping maintenance. The City's responsibilities include, but are not limited to, planting and landscape maintenance, including areas around the detention ponds, and in the roundabout central islands at the SR 9/SR 204 intersection and the SR 9/Vernon Rd intersection, as shown in Exhibit A. The City shall maintain the landscaping as specified in Sections 1.3.1 through 1.3.7.
 - 1.3.1 The City's landscaping maintenance responsibilities include, but are not limited to, plant replacement (for dead or dying trees and plants), fertilizing, pruning (for safety, sight distance, and tree/plant health), pest removal, and applying mulch and organic amendments. The City shall remove all noxious weeds from the planted area consistent with the requirements of chapter 16-750 WAC.
 - 1.3.2 If WSDOT or the City identifies a tree as a hazard tree that endangers the safety of the public, the City shall with due diligence remove the hazard tree.
 - 1.3.3 The City shall be responsible for the removal of trash, litter, and other debris from the planted area.
 - 1.3.4 The City shall ensure that the application of pesticides and herbicides to the landscaping shall be performed by, or under, the direct supervision of the holder of a current Public Operator or Commercial Pesticide Operator license. Washington State Department of Agriculture Pesticide Application Records shall be kept by the City for each application to the landscaping in accordance with chapter 17.21 RCW and be available for review by WSDOT within five (5) calendar days of its request.
 - 1.3.5 The City is solely responsible for any water payments associated with the City's landscaping responsibility.
 - 1.3.6 If the City concurs, WSDOT shall turn over its temporary irrigation system to the City at the end of the Project plant establishment period, and the City shall then maintain, operate, and repair the temporary irrigation system as follows:
 - A. The City shall perform regular operation of the irrigation system, including, but not limited to, winterization, spring start up, annual backflow testing, programming of irrigation clocks, and flushing and testing the irrigation system. The City shall replace damaged or broken components needed for operation such as heads, pipes, wires, and valves.
 - B. If the City determines, after turnover of the temporary irrigation system from WSDOT to the City, that the City no longer needs the system for

irrigation, the City shall remove the temporary irrigation system at its sole cost and expense.

1.4 Traffic Control

- 1.4.1 The City agrees that traffic control for any work in WSDOT right of way authorized under this Agreement shall be in compliance with the *Manual on Uniform Traffic Control Devices* (MUTCD).
- 1.4.2 The City shall not perform any work authorized under this Agreement in such a manner as to knowingly conflict with, impede or disrupt in any way state highway construction, operation, or maintenance, or interfere with or endanger the safety of the traveling public. If the City has information upon which to reasonably conclude that the City's work shall conflict with, impede or disrupt in any way state highway construction, operation or maintenance, or interfere with or endanger the safety of the travelling public, then the City shall submit traffic control plans to the WSDOT Construction Traffic Control Operations Manager for the Northwest Region (contact information in Section 6) for review and approval prior to the start of the City's work. WSDOT shall review and approve, modify, or reject the City's traffic control plans within fifteen (15) working days after receipt of the plans. If WSDOT rejects the plans, WSDOT shall work cooperatively with the City to develop acceptable plans.

1.5 Third Party Damage

- 1.5.1 The City is responsible for repairing all third party damage to the Facilities at the City's expense.
- 1.5.2 If WSDOT has information concerning third party damage to the Facilities, it shall timely provide the information to the City.

2. **DEFICIENT MAINTENANCE**

- 2.1 In the event the City does not perform maintenance, operation, and repair of the Facilities in accordance with this Agreement, WSDOT shall notify the City of the deficiency in writing. The City agrees to correct the noted deficiency within thirty (30) calendar days of receipt of notice. If the City cannot, with due diligence, correct the deficiency within a period of thirty (30) calendar days from receipt of notice, the City may make a written request of WSDOT for an extension of time, and WSDOT shall respond in writing and either grant an extension or deny the request. WSDOT shall not, without good cause, deny such request. "In writing" and "written" includes email.
- 2.2 If the City does not correct the deficiency within thirty (30) calendar days from receipt of notice, or within the approved extension of time, if any, WSDOT, in its sole discretion, may perform the work to correct the deficiency. Such work may be accomplished by WSDOT personnel or its authorized contractor and the City agrees to reimburse WSDOT for its actual direct and related indirect costs in accordance with Section 5.

3. EMERGENCY MAINTENANCE

- 3.1 In the event of an emergency in which there is damage to, or likely to be imminent damage to, a Facility and such damage poses an imminent threat to public safety, the City shall immediately perform emergency maintenance and/or repair to rectify the problem.
- 3.2 In the event WSDOT identifies a problem with a Facility warranting emergency maintenance and/or repair, WSDOT shall notify the City and request that the City address the problem. Upon receipt of notification from WSDOT, with email being an acceptable method of notification, the City agrees to perform the requested emergency maintenance and/or repair within one (1) calendar day unless otherwise agreed upon by WSDOT.
- 3.3 If the City is not available to perform the emergency maintenance and/or repair work to address the identified problem, WSDOT reserves the right to perform the emergency work. Such emergency work may be accomplished by WSDOT personnel or its authorized contractor and the City agrees to reimburse WSDOT for its actual direct and related indirect costs in accordance with Section 5.

4. REPLACEMENT, MODIFICATION, RELOCATION OR REMOVAL

- 4.1 If the City determines it is necessary to replace, modify, relocate, or remove a Facility in WSDOT right of way, the replacement, modification, relocation, or removal shall require prior written approval of WSDOT.
- 4.2 In the event a state highway project requires relocation or removal of a Facility in WSDOT right of way, or if a Facility is mandated by law to be relocated or removed, WSDOT shall send a written notice to the City of WSDOT's intention to perform such work at least thirty (30) calendar days before the work commences.
 - 4.2.1 If the Facility subject to relocation or removal is the City gateway sign, the City shall pay WSDOT for the actual direct and related indirect costs of the relocation or removal of the City Gateway Sign, in accordance with Section 5.
 - 4.2.2 If the Facility subject to relocation or removal is sidewalks, buffer areas, and/or landscaping, WSDOT shall pay for relocation or removal of the sidewalks, buffer areas, and/or landscaping.
- 4.3 Any relocated or replaced Facility in WSDOT right of way shall be maintained pursuant to the terms of this Agreement. If a Facility is removed from WSDOT right of way then that Facility shall no longer be subject to this Agreement.

5. PAYMENT

- 5.1 In the event WSDOT or its contractor performs any work authorized by this Agreement, WSDOT shall invoice the City for the actual direct and related indirect costs associated with the work performed. Upon receipt of a detailed, itemized invoice from WSDOT, the City shall make payment within thirty (30) calendar days. If the City objects to all or any portion of an invoice it shall notify WSDOT within twenty (20) calendar days from the

date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the City shall make every effort to settle the disputed portion, and if necessary utilize dispute resolution as provided for in Section 9.5 of this Agreement.

6. PARTY REPRESENTATIVES

- 6.1 Unless otherwise stated herein, for all communications under this Agreement the Parties designate the following representatives:

City of Lake Stevens	Washington State Department of Transportation
Aaron Halverson Public Works Director City of Lake Stevens 1812 Main Street PO Box 257 Lake Stevens, WA 98258 425.622.9447 ahalverson@lakestevenswa.gov	Mark Renshaw Maintenance Superintendent, Area 3 Washington State Dept. of Transportation 709 North Broadway Everett, WA 98201 425.258.8300 RenshaM@wsdot.wa.gov <u>Traffic Control Matters Contact:</u> Bonnie Nau Construction Traffic Control Operations Manager Washington State Dept. of Transportation 15700 Dayton Ave North Seattle, WA 98133 206.440.4471 naub@wsdot.wa.gov

- 6.2 A Party may designate an alternative representative by notifying the other Party in writing, which includes communication by email.

7. RIGHT OF ENTRY

- 7.1 The City hereby grants to WSDOT and its authorized employees, contractors, subcontractors, consultants, and/or authorized agents, a right of entry onto City property for the purpose of performing work authorized pursuant to this Agreement, subject to City permit requirements.
- 7.2 WSDOT hereby grants to the City and its authorized employees, contractors, subcontractors, consultants, and/or authorized agents, a right of entry onto WSDOT right of way for the purpose of performing work required by this Agreement, subject to the traffic control requirements of Section 1.4 above.

8. DAMAGE TO RIGHT OF WAY

- 8.1 The City and its authorized agents, contractors, subcontractors, and/or employees shall not damage WSDOT right of way and/or property while performing maintenance, operation, and/or repair work. If the City, its authorized agents, contractors, subcontractors, and/or employees damages WSDOT right of way and/or property the City agrees to be directly responsible to WSDOT for the cost of reasonable repairs; provided that, prior to either the City or WSDOT commencing any such repairs, the Parties shall meet and confer regarding the nature and scope of repairs that are needed and shall allocate responsibility for the work.
- 8.2 WSDOT and its authorized agents, contractors, subcontractors, and/or employees shall not damage City right of way and/or property while performing maintenance, operation, and/or repair work. If WSDOT, its authorized agents, contractors, subcontractors, and/or employees damages City right of way and/or property WSDOT agrees to be directly responsible to the City for the cost of reasonable repairs; provided that, prior to either the City or WSDOT commencing any such repairs, the Parties shall meet and confer regarding the nature and scope of repairs that are needed and shall allocate responsibility for the work.

9. GENERAL PROVISIONS

- 9.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 9.2 Term: Unless otherwise provided herein, the term of this Agreement shall commence as of the execution of this Agreement. The terms of this Agreement shall remain in effect, unless otherwise amended or terminated as provided in this Agreement.
- 9.3 Termination:
- 9.3.1 This Agreement may be terminated by the mutual written agreement of the Parties in a timeframe as mutually agreed by the Parties.
- 9.3.2 If all Facilities are removed from WSDOT right of way, this Agreement shall be terminated upon: a) removal of the last Facility, and b) final payment, if any is due pursuant to this Agreement, has been made, whichever is later.
- 9.3.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 9.4 Indemnification and Waiver: Each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or

property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification and waiver shall survive the termination of this Agreement.

- 9.5 Disputes: The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 9.5.1 through 9.5.4 shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:
- 9.5.1 The Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to, this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.
 - 9.5.2 A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 9.5.4. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
 - 9.5.3 In the event the Representatives cannot resolve the dispute or issue, the City's Mayor and WSDOT's Northwest Regional Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
 - 9.5.4 In the event the City's Mayor and WSDOT's Northwest Regional Administrator, or their respective designees, cannot resolve the dispute or issue, the City and WSDOT shall each appoint a member to a dispute board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

- 9.6 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Snohomish County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 9.7 Records and Audit: All records for work done pursuant to this Agreement shall be held and kept available for inspection and audit by WSDOT, the City and the Federal government for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should a Party require copies of any records from the other Party, the requesting Party agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.
- 9.8 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 9.9 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday, or a state holiday.
- 9.10 Working Day: Working day means any day other than Saturday, Sunday, or a state holiday. State holidays are:
- New Year's Day
 - Martin Luther King, Jr. Day
 - Presidents' Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Native American Heritage Day
 - Christmas Day
- 9.11 Independent Contractor: Each Party shall be deemed an independent contractor for all purposes, and the employees of each Party or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.
- 9.12 Assignment: Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective responsibilities, or parts thereof, without the prior written

10. Counterpart and Electronic Signature

SR 9 / 4th ST SE
Intersection (MP 15.05)

PLANTING AREAS
WITH IRRIGATION

SR 9

PLANTING AREAS
WITH IRRIGATION

DETENTION
POND

PLANTING AREA
SURROUNDING
POND

4th ST SE

LEGEND



Areas to be maintained by city of Lake Stevens

SR 9 / SR 204
INTERSECTION IMPROVEMENT
PROPOSED DESIGN LAYOUT
SHEET - 1 / 4

MATCH LINE (SEE SHEET 24)

PLANTING AREAS
WITH IRRIGATION

SR 9 / Market PL
Intersection (MP 15.42)
(IS1)

PLANTING AREA
AROUND POND

WALLED DETENTION
POND

PLANTING AREAS
WITH IRRIGATION

Sidewalk and
plants/vegetation
in the buffer area

SR 9 / 4th St NE
Intersection (MP 15.57)
(IS2)

Sidewalk

SR 9 / SR 204
INTERSECTION IMPROVEMENT
PROPOSED DESIGN LAYOUT
SHEET - 2/ 4

Exhibit A
GMB 1162
Maintenance Agreement
Page 3 of 4

Sidewalk

PLANTING AND SEEDING
AREAS WITH IRRIGATION

PLANTING AND SEEDING
AREAS WITH IRRIGATION

Sidewalk

PLANTING AREA
AROUND POND

Walled Pond

POND

PLANTING AREA
AROUND POND

Planting
area with
irrigation

SR 9 / SR 204
Intersection (MP 15.76)

Central
Islands

SR 9 / N Davies Rd
Intersection (MP 15.99)
(IS3)

PLANTING AND
SEEDING AREAS
WITH IRRIGATION

INTERSECTION IMPROVEMENT
PROPOSED DESIGN LAYOUT

SHEET - 3/4

Exhibit A
GMB 1162
Maintenance Agreement
Page 4 of 4

PLANTING AND SEEDING
AREAS WITH IRRIGATION

SR 9

PLANTING AND SEEDING
AREAS WITH IRRIGATION

Vernon Rd.

SR 9 / SR 204
INTERSECTION IMPROVEMENT
PROPOSED DESIGN LAYOUT
SHEET - 4/4

HWY 9 ROW Maintenance Labor Estimates - 65,000 Sq. ft. of Landscaping Beds

Date Prepared: 7/14/2023
Prepared By: Curtis Clifton

Description

The city is contemplating entering into a maintenance agreement with WSDOT to maintain the landscaping areas adjacent to SR 9 that are associated with the SR improvements at SR204 and South Lake Stevens Road. This document is intended to provide an estimate to maintain the 65,000 square feet (1.49 acres) of landscaping and several thousand feet of sound wall for graffiti removal. This estimate anticipates a high level of service and service need due to the high traffic and high visibility location. Three levels of service are provided as a basis for cost estimating and establishing expectations.

Summary

Landscaping Maintenance			
	High LOS	Medium LOS	Low LOS
Labor Cost	165,000	59,400	31,900
Materials	31,234	19,442	21,007
Total	\$ 196,234	\$ 78,842	\$ 52,907
Additional FTE	1.71	0.62	0.33
Sound Wall Graffiti Removal (for reference, not in this contract)			
	High LOS	Medium LOS	Low LOS
Labor Cost	\$ 45,760	15,840	7,040
Materials	\$ 6,000	6,000	6,000
Total	\$ 51,760	\$ 21,840	\$ 13,040
Additional FTE	0.47	0.16	0.07
Landscaping Maintenance and Graffiti Removal			
	High LOS	Medium LOS	Low LOS
Total Cost	247,994.00	100,682.00	65,946.80
Additional FTE	2.19	0.78	0.40

FTE Estimate

Annual Working Hours	2080
Holidays	-96
Vacation	-104
Sick	-48
Training	-80
FTE Annual Working Hours	1752

SR 9/204 and S. Lake Stevens Road Roundabout Maintenance Cost Estimate (High LOS)										
<u>Tasks</u>	<u>Frequency</u>	<u># of Crew Workers</u>	<u>Visits/Days</u>	<u>Mobilization Hours</u>	<u>Working Hours</u>	<u>Hourly Rate Average, Incl. Benefits</u>	<u>Hours</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total</u>
Traffic Control Plan Preparation	Annual	3	1	0	8	55	24	1,320	50	1,370
Sidewalk Cleaning	Quarterly	2	4	1	7	55	64	3,520	100	3,620
Litter Control	Weekly	2	52	1	4	55	520	28,600	100	28,700
Graffiti Removal	Weekly	2	52	1	7	55	832	45,760	6000	51,760
Gateway Signage Litter Control and Cleanup	Monthly	2	12	1	4	55	120	6,600	100	6,700
Weeding	Weekly (April-September)	4	26	1	7	55	832	45,760	100	45,860
Irrigation	Monthly (April - September)	2	6	1	7	55	96	5,280	500	5,780
Irrigation Water Costs	Monthly (April - September)								3,000	
Plant Replacement	Annual	2	5	1	7	55	80	4,400	5,000	9,400
Mulch Application	Annually in the Spring	4	10	1	7	55	320	17,600	12,784	30,384
Herbicide Application	Annually in the Spring	2	2	1	7	55	32	1,760	1,500	3,260
Fertilizing	Annually in the Spring	2	1	1	7	55	16	880	1,500	2,380
Pruning	Annually in the Spring	2	4	1	7	55	64	3,520	500	4,020
Total							3000	\$ 165,000	\$ 31,234	\$ 193,234

SR 9/204 and S. Lake Stevens Road Roundabout Maintenance Cost Estimate (Medium LOS)										
<u>Tasks</u>	<u>Frequency</u>	<u># of Crew Workers</u>	<u>Visits/Days</u>	<u>Mobilization Hours</u>	<u>Hours on Site</u>	<u>Hourly Rate Average, Incl. Benefits</u>	<u>Hours</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total</u>
Traffic Control Plan Preparation	Annual	3	1	0	8	55	24	1,320	50	1,370
Sidewalk Cleaning	Twice/Year	2	2	1	7	55	32	1,760	100	1,860
Litter Control	Monthly	2	12	1	4	55	120	6,600	100	6,700
Graffiti Removal	Monthly	2	12	1	7	55	192	10,560	600	11,160
Gateway Signage Litter Control and Cleanup	Quarterly	2	4	1	4	55	40	2,200	100	2,300
Weeding	Monthly (April - September)	6	6	1	7	55	288	15,840	100	15,940
Irrigation	Twice/Year	2	2	1	7	55	32	1,760	500	2,260
Irrigation Water Costs	Monthly (April - September)								3,000	
Plant Replacement	Annual	2	5	1	7	55	80	4,400	5,000	9,400
Mulch Application	Every Two Years	4	5	1	7	55	160	8,800	6,392	15,192
Herbicide Application	Annually in the Spring	2	2	1	7	55	32	1,760	1,500	3,260
Fertilizing	Annually in the Spring	2	1	1	7	55	16	880	1,500	2,380
Pruning	Annually in the Spring	2	4	1	7	55	64	3,520	500	4,020
Total							1080	\$ 59,400	\$ 19,442	\$ 75,842

SR 9/204 and S. Lake Stevens Road Roundabout Maintenance Cost Estimate (Low LOS)										
<u>Tasks</u>	<u>Frequency</u>	<u># of Crew Workers</u>	<u>Visits/Days</u>	<u>Mobilization Hours</u>	<u>Hours on Site</u>	<u>Hourly Rate Average, Incl. Benefits</u>	<u>Hours</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total</u>
Traffic Control Plan Preparation	Annual	3	1	0	8	55	24	1,320	50	1,370
Sidewalk Cleaning	Annually	2	1	1	7	55	16	880	100	980
Litter Control	Quarterly	2	4	1	7	55	64	3,520	100	3,620
Graffiti Removal	Quarterly	2	4	1	7	55	64	3,520	6000	9,520
Gateway Signage Litter Control and Cleanup	Twice/Year	2	2	1	6	55	28	1,540	100	1,640
Weeding	Twice/Year	8	2	1	7	55	128	7,040	100	7,140
Irrigation	Twice/Year	2	2	1	7	55	32	1,760	500	2,260
Irrigation Water Costs	Monthly (April - September)								3,000	
Plant Replacement	Annual	2	5	1	7	55	80	4,400	5,000	9,400
Mulch Application	Every Five Years	4	1	1	7	55	32	1,760	2,557	4,317
Herbicide Application	Annually in the Spring	2	2	1	7	55	32	1,760	1,500	3,260
Fertilizing	Annually in the Spring	2	1	1	7	55	16	880	1,500	2,380
Pruning	Annually in the Spring	2	4	1	7	55	64	3,520	500	4,020
Total							580	\$ 31,900	\$ 21,007	\$ 49,907

SR 9 Soundwall Graffiti Removal Cost Estimate										
<u>Tasks</u>	<u>Frequency</u>	<u># of Crew Workers</u>	<u>Visits/Days</u>	<u>Mobilization Hours</u>	<u>Hours on Site</u>	<u>Hourly Rate Average, Incl. Benefits</u>	<u>Hours</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total</u>
High LOS	Once Per Week	2	52	1	7	55	832	45,760	6,000	51,760
Medium LOS	Monthly	3	12	1	7	55	288	15,840	6,000	21,840
Low LOS	Quarterly	4	4	1	7	55	128	7,040	6,000	13,040

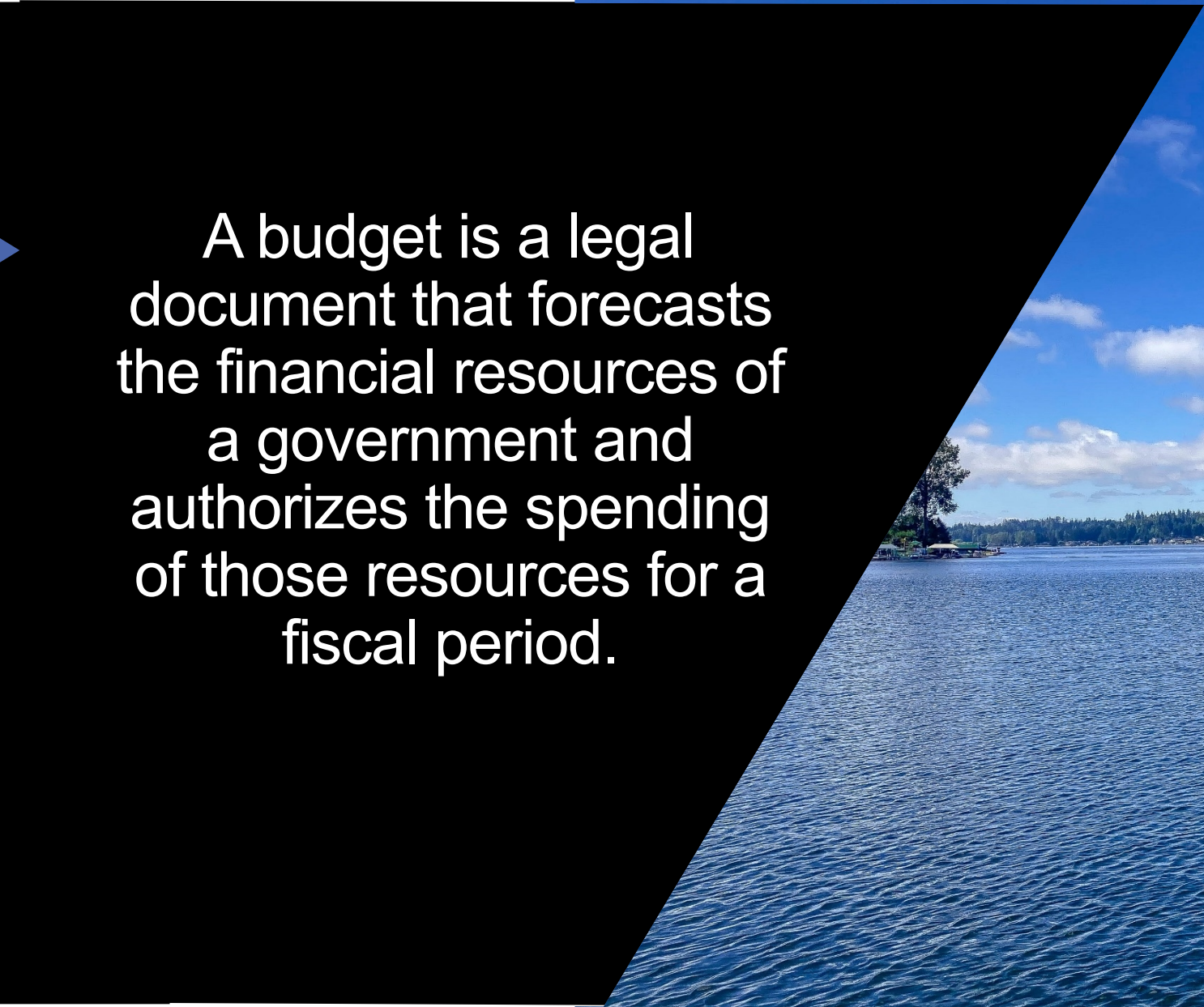


One Community Around The Lake

Introduction to the 2024 Budget Process

BARB STEVENS

JULY 18, 2023



A budget is a legal document that forecasts the financial resources of a government and authorizes the spending of those resources for a fiscal period.

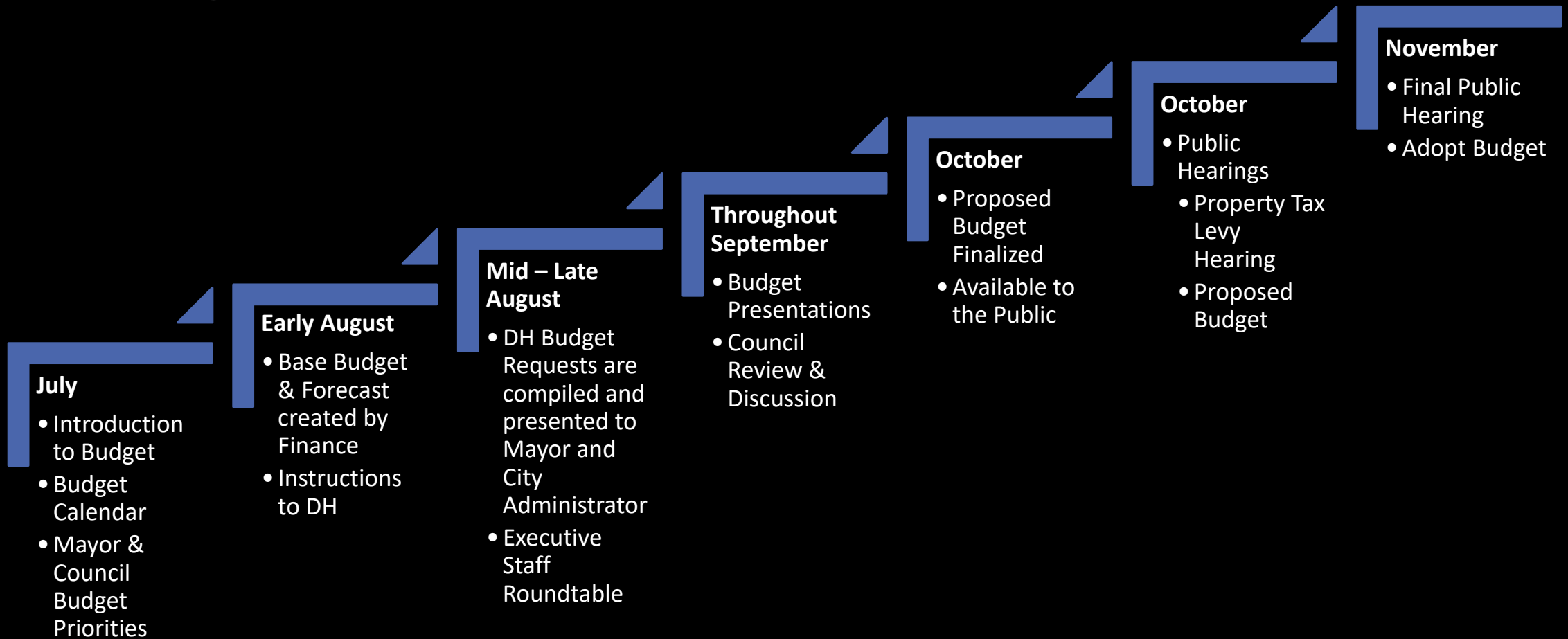




Budget Basics

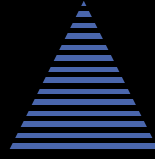
- Legal Requirements: RCW 35A.33 Budgets in Code Cities
- State Auditors Office
- Must hold public hearing(s) on the proposed tax levy and budget
- At a minimum, the budget must show revenues and expenditures at the legal funds level
- Salary Ranges & # of FTEs Citywide

Budget Process Timeline



2024 Budget Schedule - Draft

City of Lake Stevens Schedule	Budget Process Step	Required Deadline Per RCW
July 18, 2023	Initial Budget Priority Discussion – City Council	
August 4, 2023	Budget Instructions to Department Heads	9/11/2023
August 4 – August 18, 2023	DH Budget Preparation & Discussions with HR, Finance, City Administrator & Mayor	9/25/2023
August 18, 2023	Department Budgets Filed with Finance Director	9/25/2023
August 24 – 25, 2023	Budget Requests Presented to City Administrator & Mayor	10/2/2023
August 31, 2023	Executive Staff Budget Roundtable	
September 5, 2023	Estimated Revenues & Preliminary Budget Provided to Legislative Body (w/s)	10/2/2023
September 12, 2023	Council Budget Session – Staffing/Wages	
September 19, 2023	Council Budget Session – Mayor’s Preliminary Budget & Capital (w/s)	11/2/2023
October 3, 2023	Council Budget Session – Preliminary Proposed Budget	11/2/2023
October 10, 2023	Council Budget Session – Finalize Proposed Budget (if needed)	
October 11, 2023	1 st Notice of Public Hearing	11/3/2023
October 18, 2023	2 nd Notice of Public Hearing	11/10/2023
October 20, 2023	Proposed Budget & Budget Message Filed	11/2/2023
October 20, 2023	Proposed Budget Made Available to the Public	11/21/2023
October 24, 2023	Public Hearing #1 (Property Tax Levy)	11/25/2023
November 14, 2023	Final Public Hearing and Budget Adoption	12/4/2023
November 28, 2023	Final Public Hearing (continuation if needed)	12/7/2023



2024 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



Department Budget Flexibility & Exceptions

- Salaries
- Benefits
- FTEs (# of staff positions)
- WCIA Liability Insurance
- Debt
- Capital Contributions

Department Staffing Flexibility

STAFFING FLEXIBILITY

- Budgeted # of Positions (FTE)
- Budgeted \$ Amount for Staffing
 - Current Staffing Levels
 - Approved COLA
 - Insurance Rates

FLEXIBILITY LIMITATIONS

- Departments may perform some reorganizations or reclassifications within their department without Council approval

IF

- *Similar Position*
- *# of Budgeted FTEs does not increase*
- *Salary/Benefit budget does not increase*
- *Otherwise, Council approval is needed*

Capital Equipment

MULTI-YEAR PROGRAMS

- Police Vehicle Replacement Plan
- Citywide Fleet Lease Program
- Roll Forward remaining equipment budgets

EQUIPMENT BUDGET OPTIONS

- Initial Review & Approval – Allow Department Adjustments
- Approve Maximum Spending Level by Fund
 - Budget Amendments only required if the total fund expenditure will exceed the budget unless Council deems otherwise

2024 Staffing Estimates

STAFFING/WAGES

- FTEs – 2023 Budgeted
 - 124 Full Time
 - 2 Part Time
 - 7 Temporary
- CPI-W – June to June 4.5%
 - 90% of is 4.05%

COLA at 4%

- Citywide Estimate – \$443,000

Guild Non-Commissioned under contract at 90% of CPI-W with a maximum of 4%

INSURANCE BENEFIT ESTIMATES

- Regence: 4-9% increase
- Kaiser: 4-9% increase
- Delta Dental: 0-3% increase
- Willamette Dental: 0-3% increase
- Vision Service Plan: 0-2% increase

Final rates will be available from AWC September 28th.

Citywide Estimate - \$84,000 – \$204,000



Council Discussion

- Council Priorities & Initiatives
- Council Budget Questions