

CITY COUNCIL WORKSHOP 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.

May 21, 2024 - 6:00 PM

Ways to participate:

In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens
or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/89184882985>
or call in at (253) 215-8782 Meeting ID 89184882985

1. Call to Order

2. Discussion Items

- | | | |
|----|---|-----------------|
| A. | Snohomish County Sports Commission Presentation | Tammy Dunn |
| B. | Private Stormwater Facility Data Review for SWM Fee Discussion | Shannon Farrant |
| C. | Affordable Housing and Behavioral Health Fund (AHBH) Interlocal Agreement (ILA) with Snohomish County | Russ Wright |
| D. | Alliance for Affordable Housing ILA Amendment | Russ Wright |
| E. | Fleet Leasing Program Update | Lori Erickson |
| F. | Facilities Maintenance Needs Analysis | Aaron Halverson |
| G. | Ordinance 1180 - Fireworks | Greg Rubstello |
| H. | City Flag Design Update | Russ Wright |

3. 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.



PNW SPORTS

SNOHOMISH COUNTY

SPORTS COMMISSION



May 21, 2024

Impact of Tourism



Sports Tourism is a Driver of the U.S. Economy



Sports-related Traveler Spending

- \$52.2 Billion
 - Transportation, Lodging, Food & Beverage, Recreation, Retail, Tournament Operations

Total Economic Impact

- \$128 Billion
 - Direct impacts, Indirect impacts, Induced impacts

Total Jobs Generated

- 757,600

Total Tax Revenues

- \$20.1 Billion

Total Room Nights

- 73.5 Million

*2023 Sports Events & Tourism Association Report



SNOHOMISH COUNTY SPORTS COMMISSION



VISION STATEMENT

**BECOME THE PREMIER DESTINATION IN THE REGION FOR
SPORTS ENRICHING THE COMMUNITY AND INCREASING
ECONOMIC VITALITY THROUGH SPORTS**

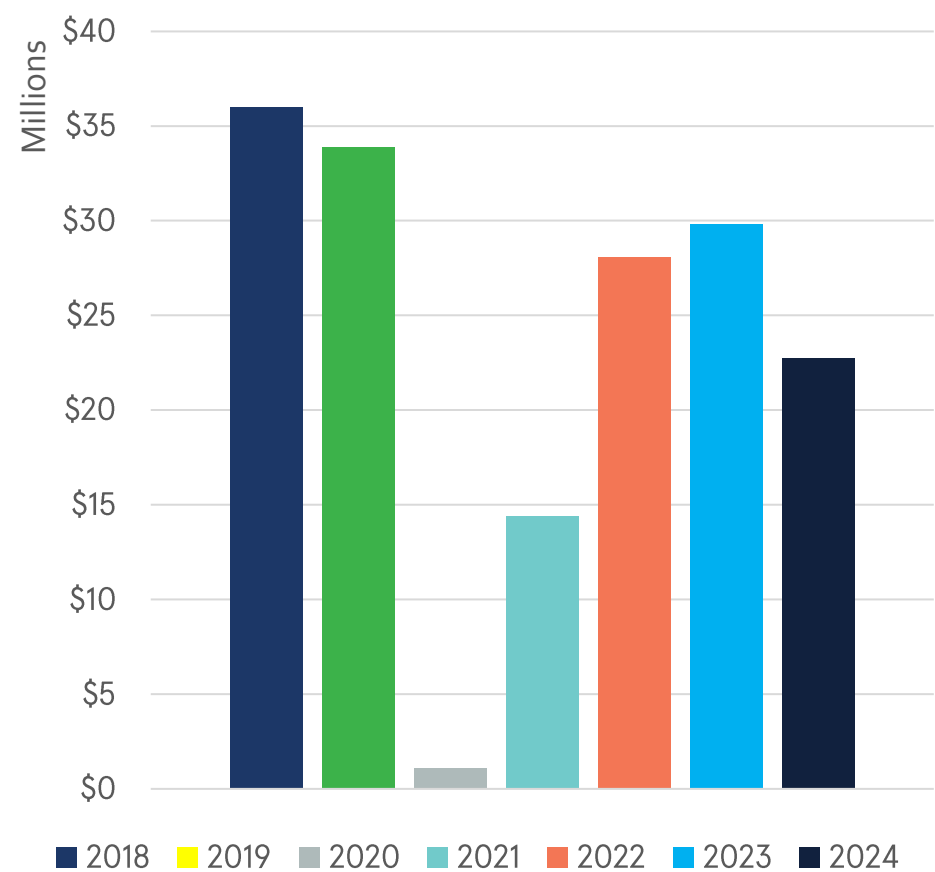
Member Associations

- Sports Events & Tourism Association
- Esports Trade Association
- Destinations International

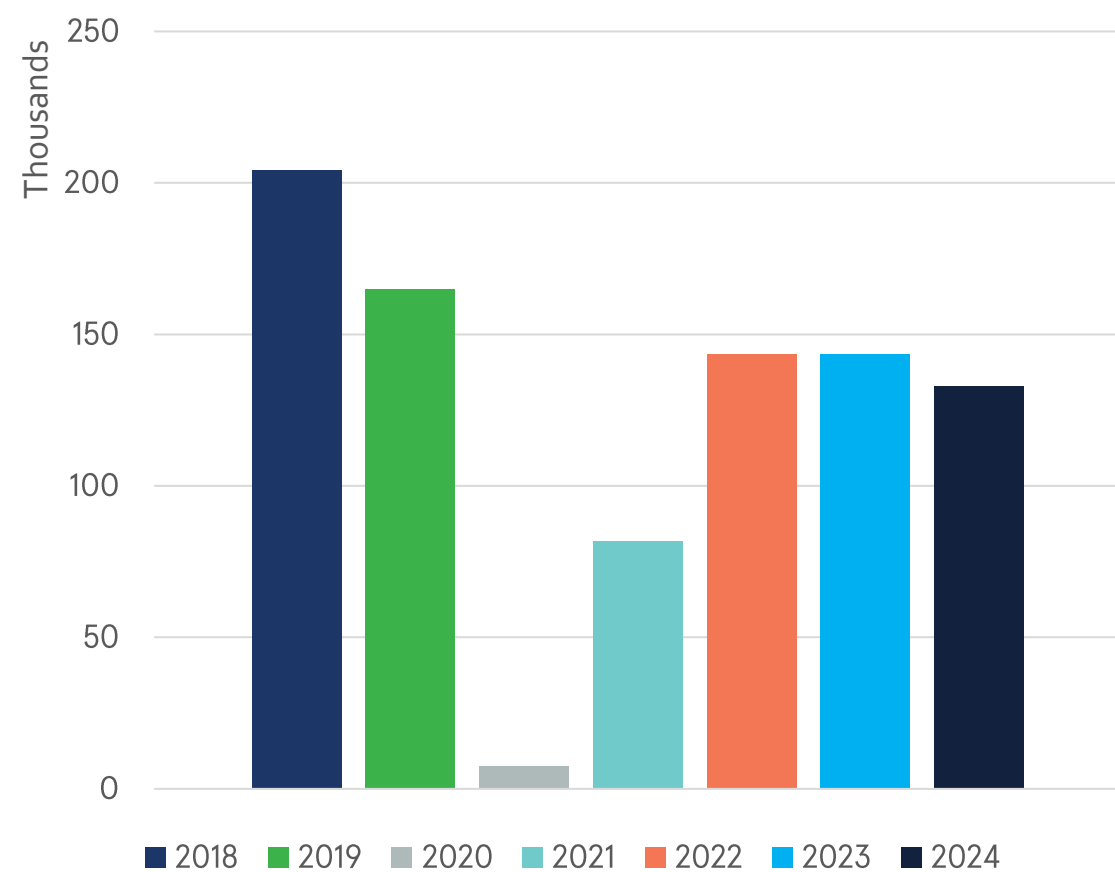


Snohomish County Sports Tourism

Economic Impact



Total Visitors

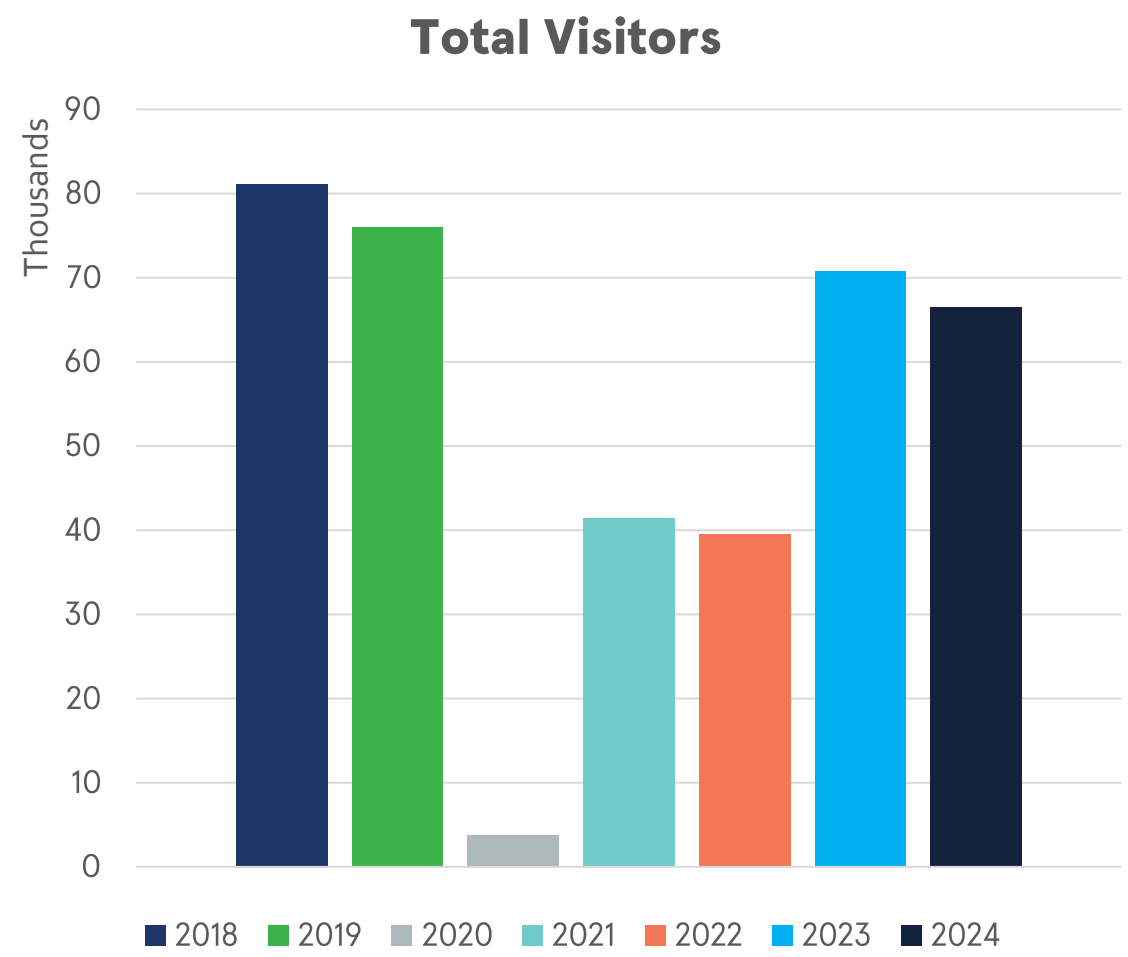
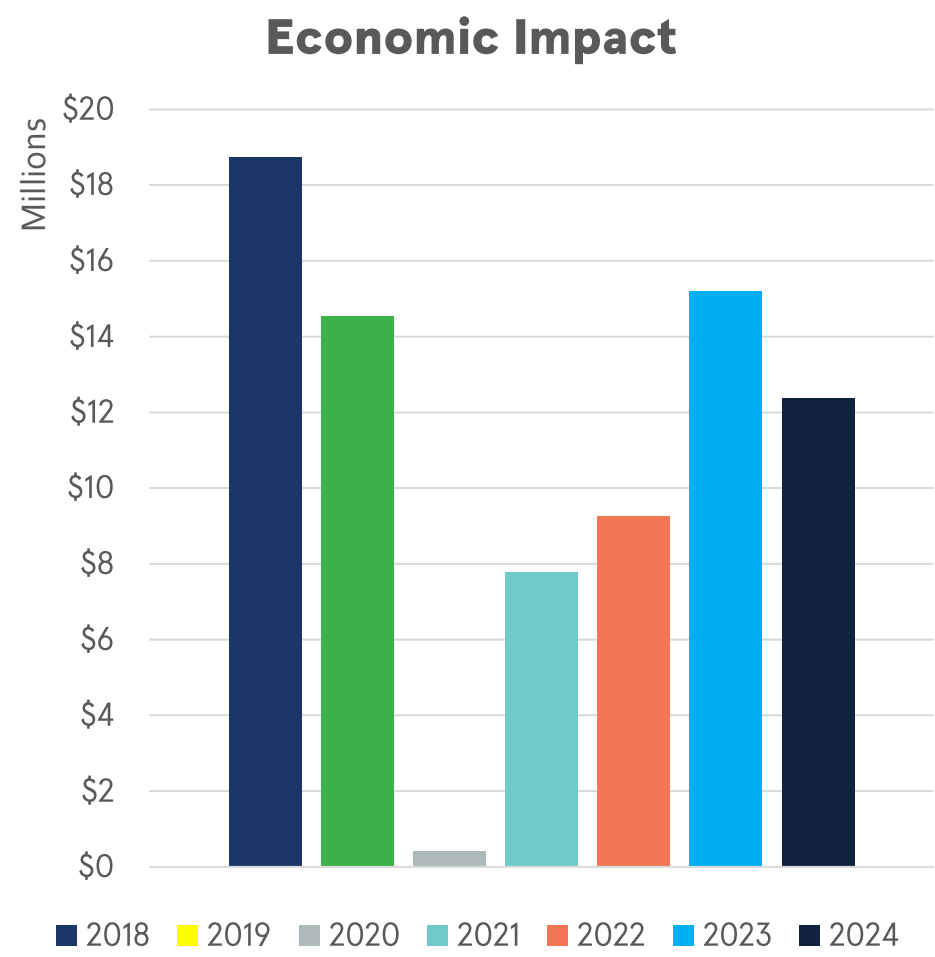


2023 Sports Events

- Candyland Invitational
- WSWA Freestyle & Greco Roman State Championship
- Everett 3on3 presented by Boeing
- US Trail Running Conference
- Spartan Race Trifecta
- Harvey Cup Boys Lacrosse
- USA Archery Field Nationals
- Snohomish United Bigfoot Soccer Tournament
- Perfect Game Northwest Baseball Tournaments
- Washington Midsummer Renaissance Faire
- Lake Stevens Triathlon
- US Australian Football League Western Regionals



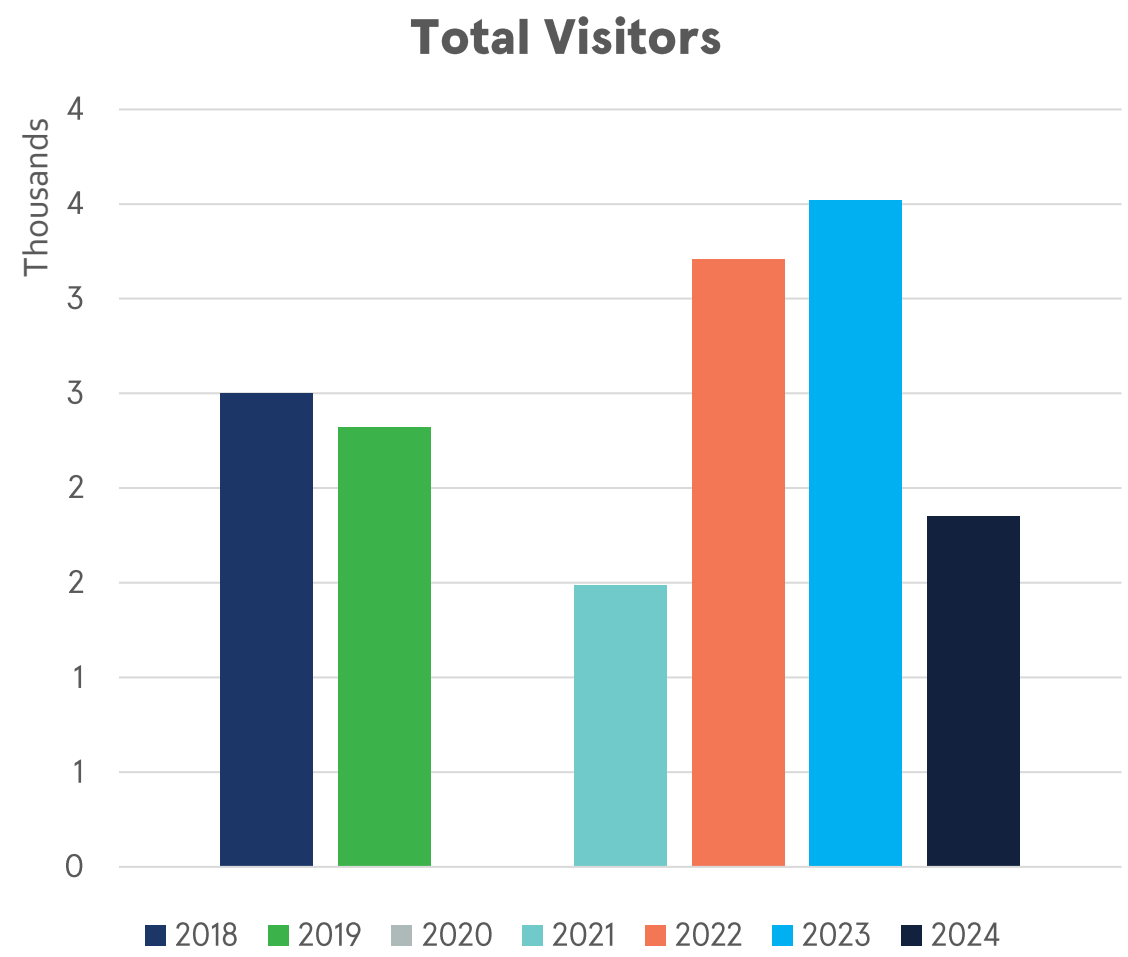
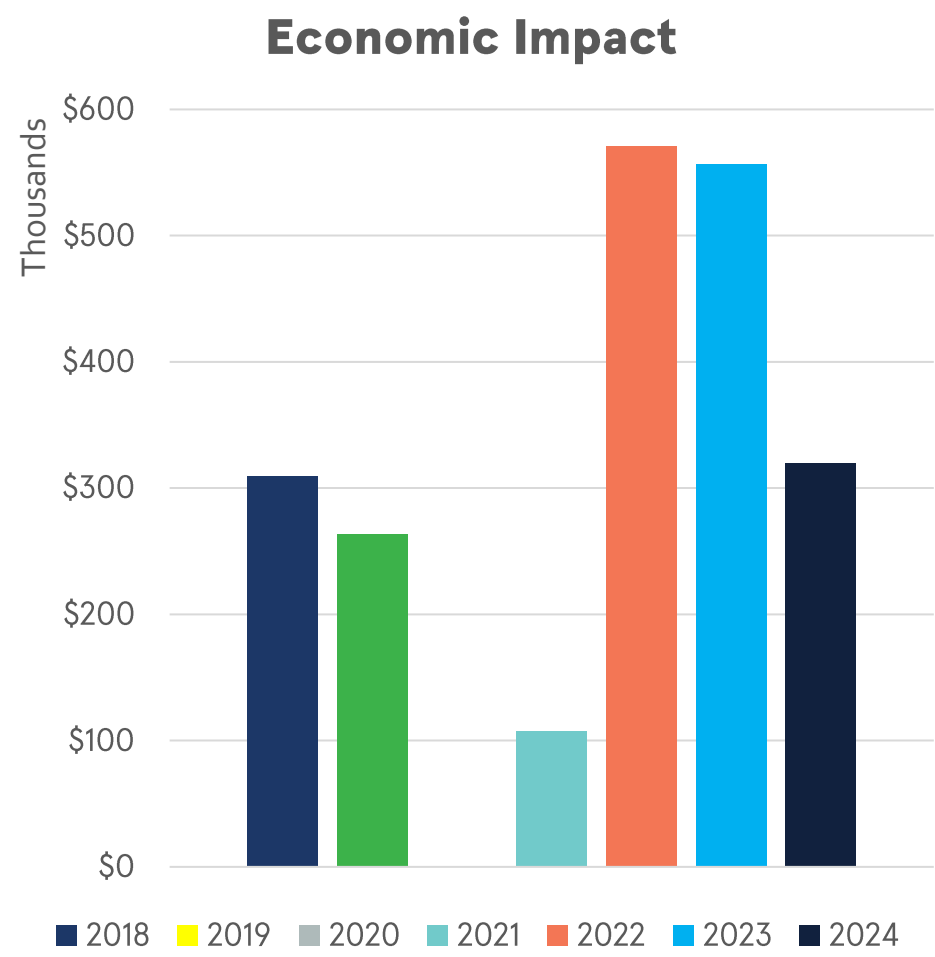
District 5 Sports Tourism





CITY OF LAKE STEVENS SPORTS

Lake Stevens Sports Tourism





2023 Lake Stevens Sports Events

- Lake Stevens Spring Sprint Regatta
- Lake Stevens Pickleball Classic
- US Australian Football League Western Regionals
- Lake Stevens Triathlon

2024 Sports Events

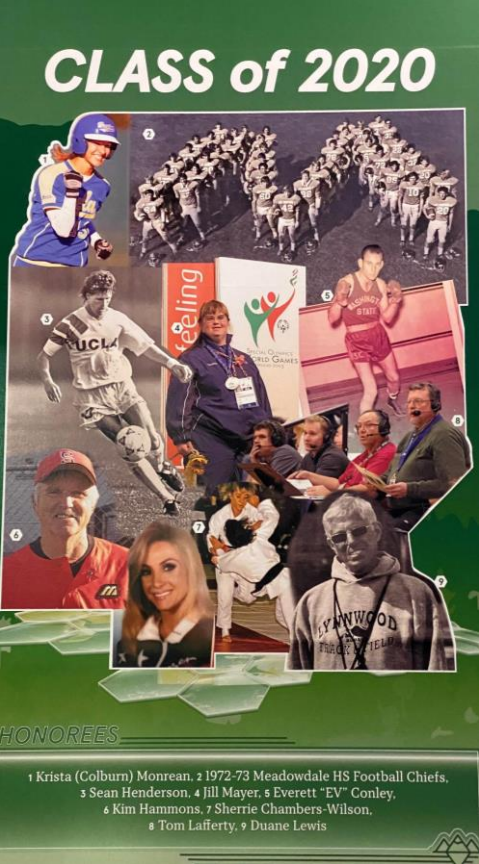
- **Lake Stevens Spring Sprint Regatta**
- **Lake Stevens Pickleball Classic**
- **Lake Stevens Triathlon**



Local Community Partners

- City and County Parks & Recreation
- Local Businesses
- Sports Organizations
- Economic Alliance Snohomish County
- Chamber of Commerce
- Colleges & School Districts
- Public & Private Facilities
- Hotels
- Restaurants





2024 Sports Hall of Fame Induction Banquet

September 25, 2024

*Edward D. Hansen Conference
Center*

4:30 pm – 9:00 pm

*Honoring
High School Athletes
Collegiate Athletes
Herald Man & Woman of
the Year in Sports*



QUESTIONS?

THANK YOU



PNW SPORTS

SNOHOMISH COUNTY

SPORTS COMMISSION

CITY COUNCIL STAFF REPORT



Agenda Date: 5/21/2024

Subject: Private Stormwater Facility Data Review for SWM Fee Discussion

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

SUMMARY/BACKGROUND:

This presentation builds on the stormwater management (SWM) fee rate increase presentation delivered to the City Council during a workshop on April 2, 2024. During the April workshop, four levels of services were presented to the Council for consideration in the rate study. Through the discussion, it was determined that more information was needed for Level of Service (LOS) 2 -- Private Stormwater Facility Maintenance, to adequately provide guidance on the scope of the analysis for this LOS. This presentation includes additional information about the number of private stormwater facilities, their current maintenance conditions, and four scenarios for a rate increase for the City to maintain these facilities. Staff is requesting guidance from the City Council on the four maintenance scenarios or other preferences for evaluating SWM fee increases associated with maintaining private stormwater facilities.

This presentation does not provide information on LOS 1—Baseline and LOS 3—High-priority capital projects. Information to evaluate these service levels is still being collected and will be presented to the City Council at a later date. At the April meeting, the City Council chose not to advance LOS 4—Property Acquisition Fund.

The City is obligated to verify the long-term operations and maintenance of stormwater facilities owned and maintained by private property owners to ensure the facilities meet maintenance standards. Stormwater facilities provide treatment and flow control. These functions are needed to mitigate localized flooding and protect water quality. The

majority of facilities that are not owned and maintained by the City do not meet maintenance standards. City staff inspects all private stormwater facilities, but ensuring maintenance standards are achieved is challenging, primarily when facilities are maintained by property owners without an active homeowner's association (HOA), small HOAs, or a small business. Increasing the SWM fee to provide the resources required for City staff to maintain these facilities was evaluated under four scenarios (Table 1).

Table 1. Summary of four scenarios considered for the City to assume maintenance of private stormwater facilities

Scenario	Description	Rate Increase per ESU (annually)	Assumptions
1	City maintains all private stormwater facilities	\$44.30	•20,792 ESUs (2024) •Hire 4 maintenance employees
2	City maintains only private residential stormwater facilities	\$44.30	•13,525 ESUs (total ESUs associated with residential) •Split rate for residential and non-residential (rate increase would only apply to residential use) •Hire 3 maintenance employees
3	City maintains all private stormwater facilities and develops a credit program	\$44.30	•20,792 ESUs (2024) •Hire 4 maintenance employees •Property owners can maintain their own facilities for a credit for SWM Fees
4	Stormwater maintenance grant assistance program - \$114,000/annual in available grant funds	\$11.53	•Hire 1 employee to administer the program •Property owners are still responsible for maintenance

Assumptions:

- 3 years to bring all private stormwater facilities into compliance
- 2027 Rate Study evaluates long-term maintenance requirements for all existing and new facilities
- ESU rate increase is specific to LOS 2 and does not include LOS 1

Table 2 provides a summary of stormwater facilities based on ownership. Sixty-five

percent of the stormwater facilities in the City are privately owned. Of the 167 facilities associated with private residential developments, approximately 33 percent were determined not to have an active HOA or the HOA status is unknown (Table 3).

Table 2. Summary of stormwater facility ownership

	Ownership				
Facility Types	City of Lake Stevens	Private Commercial	Private Residential	Snohomish Co	Total
Bioswale	4	3	5		12
Detention Pipe	21	26	10		57
Pond	82	30	89	1	202
Treatment	7	4	3		14
Vault	15	15	60	3	93
Total	129 (34%)	78 (21%)	167 (44%)	4 (1%)	378

Table 3. Summary of HOA status for stormwater facilities associated with residential developments

Private Residential	167 private residential stormwater facilities
HOA – Yes	67% (112)
HOA – No	17% (29)
HOA - Unknown	16% (26)

The whole presentation will be provided at the City Council workshop. Staff will provide more information on how the four scenarios were evaluated and lead a discussion

around the analysis in hopes of receiving guidance from the Council on how to proceed with the analysis of evaluating a rate increase for the purpose of City staff to maintain private stormwater facilities.

APPLICABLE CITY POLICIES:

LSMC 11.04

ATTACHMENTS:

1. Presentation



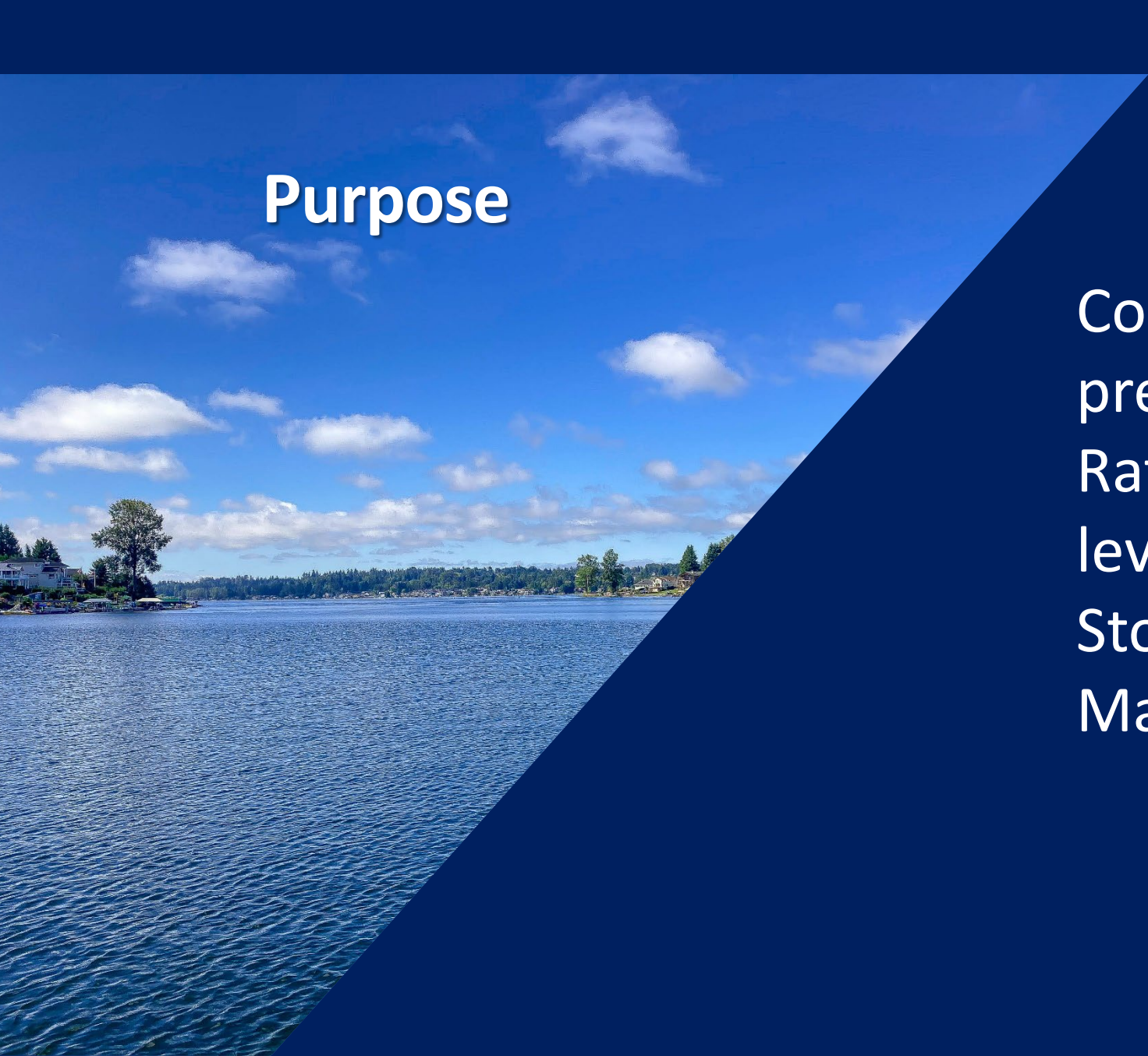
One Community Around The Lake

2024 Stormwater Rate Study – Private Stormwater Facilities

CITY COUNCIL WORKSHOP

MAY 21, 2024

SHANNON FARRANT, SURFACE WATER MANAGER



Purpose

Council guidance on preferences for Stormwater Rate increases associated with levels of service 2 – Private Stormwater Facility Maintenance.



Presentation Overview

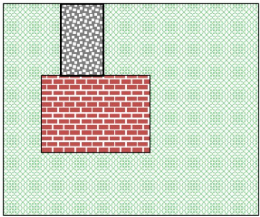
1. Review of previous presentation
2. What is the problem we are trying to solve
3. Overview of private facilities
4. Current maintenance requirements
5. Scenarios for maintenance options and associated rate increases
6. Discussion of each scenario
7. How do we compare to other jurisdictions?
8. Next steps

1. Refresher of Previous Presentation

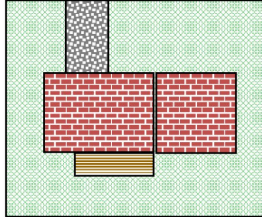
- 2024 Rate Study Implementation starting 2025 – 2027
- ESU Model – Equivalent Service Unit
 - Based on the total impervious surface
- Billing – annual by Snohomish County on property tax statement
 - Except for School District, Post Office, and Sewer District (and City of Lake Stevens owned)

Table IA: Stormwater Management Utility

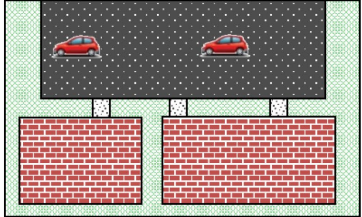
Type	Impervious Area per Equivalent Service Unit	Annual Rate per
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
All Other Customers, Including Commercial and Multifamily Residential 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



Single Family
2,800 i.s.f = 1 ESU



Single Family
3,400 i.s.f = 1 ESU



Commercial
12,000 i.s.f = 4 ESU
(12,000 ÷ 3,000)

2024 Rate Study Proposed Levels of Service

Level of Service ONE: Baseline

Existing rate structure considering economic and inflation factors + NPDES, Lake Management, Infrastructure Condition and 2018 Capital Projects

Level of Service TWO:

Private Facility Maintenance

Level of Service THREE:

High-priority capital projects

Consider including a stormwater connection charge

Level of Service FOUR:

Property Acquisition Fund

Consider including a stormwater connection charge

2. What is the problem we are trying to solve?

Level of Service TWO:

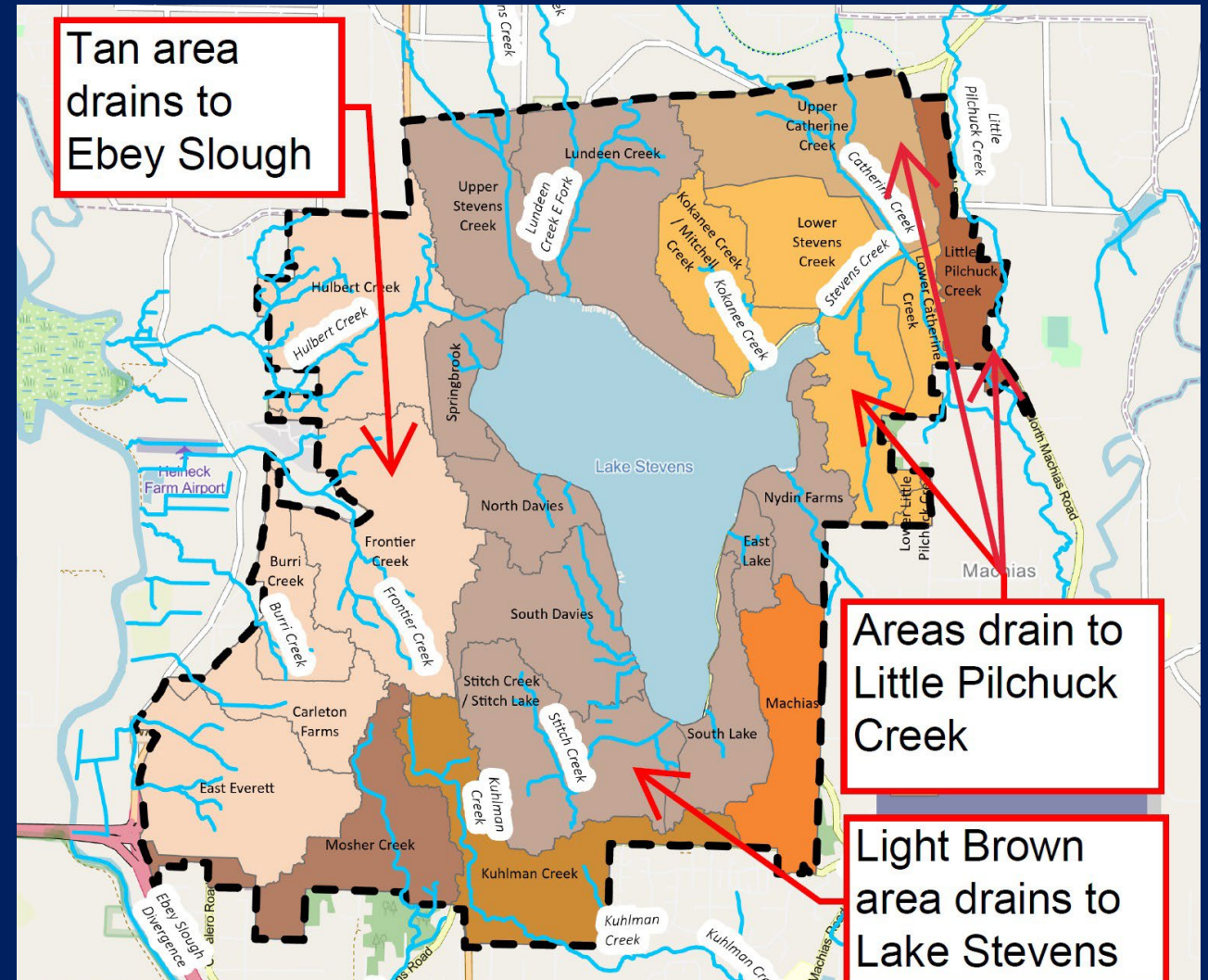
City Implements Private Facility Maintenance

1. Poor stormwater facility maintenance impacts flow control and water quality in our stormwater system, lake, and streams
2. Stormwater facilities that are not owned and maintained by the City do not meet maintenance standards.
3. Small or dissolved HOAs and small businesses lack resources to properly maintain the facilities

Why is Maintenance Important

NPDES Permit Requirement:
Develop a program that ensures long-term operation and maintenance of stormwater treatment and flow control (detention) facilities that are permitted by the municipality.

*This requirement went into effect in 2007, and it applies to all facilities permitted in 2007 and newer.



3. Overview of Private Facilities

Facility Types	Ownership				Total
	City of Lake Stevens	Private Commercial	Private Residential	Snohomish Co	
Bioswale	4	3	5		12
Detention Pipe	21	26	10		57
Pond	82	30	89	1	202
Treatment	7	4	3		14
Vault	15	15	60	3	93
Total	129 (34%)	78 (21%)	167 (44%)	4 (1%)	378

Private Residential	68% (167)
HOA – Yes	67% (112)
HOA – No	17% (29)
HOA - Unknown	16% (26)

33%

4. Current Maintenance Requirements

Facility Information	Private Residential	Private Commercial
Inspected in 2023	167	78
Require maintenance	146	38
Estimated total cost of maintenance	\$1,213,160	\$160,420
	\$1,373,580	
Average cost per facility	\$7,264.43	\$2,056.67

All results are based on 2023 inspections

5. Scenarios for Maintenance Options and Associate Rate Increases

Scenario	Description	Estimated Rate Increase Per ESU (Annually)	Assumptions
1	City maintains all private stormwater facilities	\$44.30	20,792 ESUs (2024) - Hire 4 maintenance employees
2	City maintains only private residential stormwater facilities	\$55.58	13,525 ESUs - Split rate for residential and non-residential - Hire 3 maintenance employees
3	City maintains all private stormwater facilities and develops a credit program	\$44.30	20,792 ESUs (2024) - Hire 4 maintenance employees - Property owners can maintain their own facilities for a credit
4	Stormwater maintenance grant assistance program - \$152,866/annual in available grant funds	\$13.41	- Hire 1 employee to administer the program - Based 75% of inspected facilities require maintenance

Assumptions:

- 3 years to bring all private stormwater facilities into compliance
- 2027 Rate Study evaluates long-term maintenance requirements for all existing and new facilities
- ESU rate increase is specific to LOS 2 and does not include LOS 1 or LOS 3

6. Discussion of Each Scenario

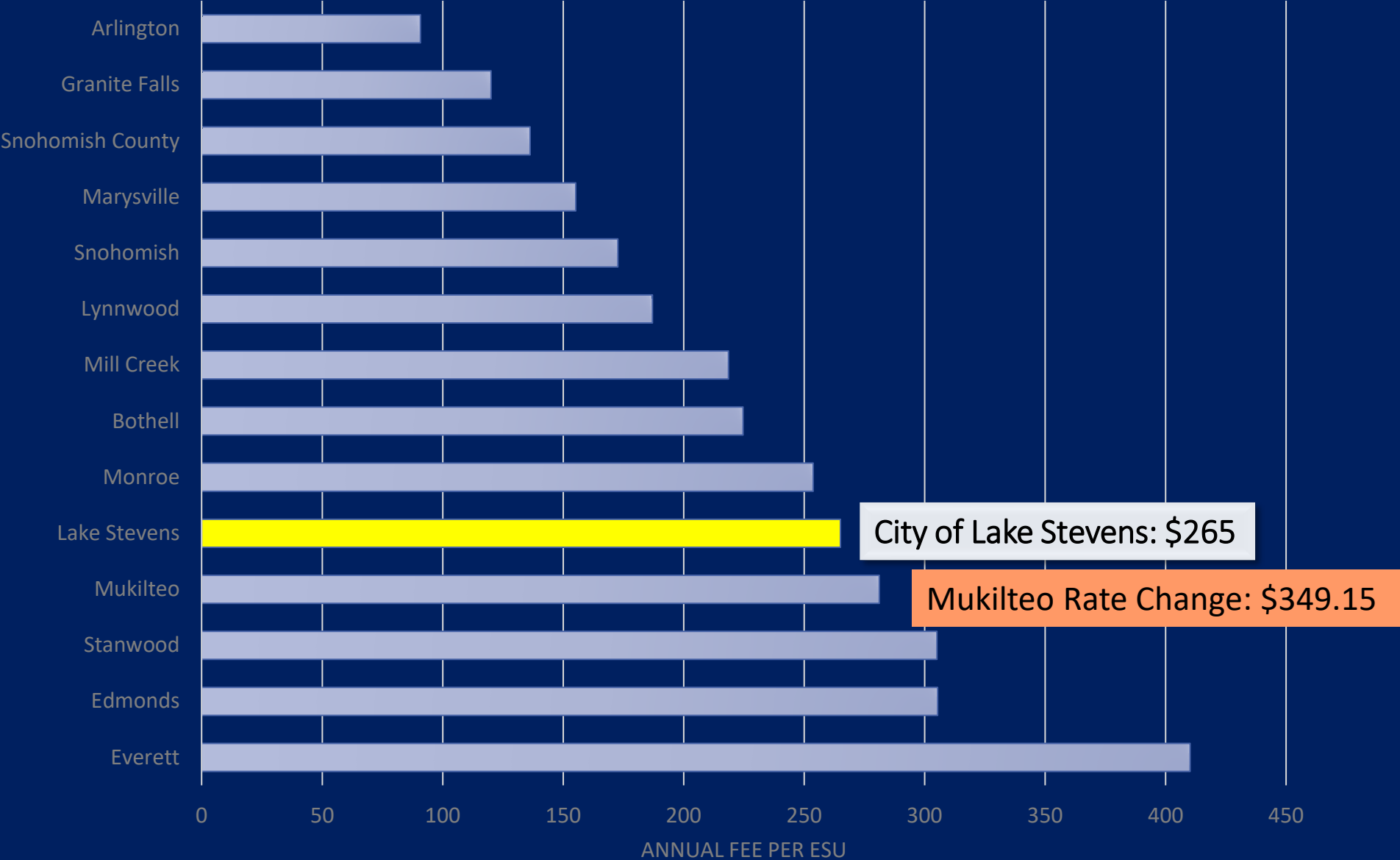
Scenario	Description	Benefits	Challenges
1	City maintains all private stormwater facilities	All stormwater facilities meet maintenance standards	Higher rate increases
2	City maintains only private residential stormwater facilities	Rates do not increase exponentially for commercial facilities (majority are already maintained)	- Still dependent on commercial private property owners to maintain facilities - Legal review for implementing a split ESU charge
3	City maintains all private stormwater facilities and develops a credit program	HOAs and commercial facilities that already maintain their facilities will get a credit since City staff do not need to maintain them	Administrative need to manage the credit program
4	Stormwater maintenance grant assistance program - \$114,000/annual in available grant funds	- Rate increase is minimal - Incentive for performing maintenance - Resource for dissolved HOAs without a utility maintenance fund	Does not solve the challenge of education and outreach and technical assistance for property owners to take the lead on maintenance

7. How do we compare?

Rate (annual)	Jurisdiction	Residential	Commercial and Multifamily
\$155.16	Marysville	Yes, maintains new ones (2007 and newer)	Does not maintain and enforcement has not been challenging
\$136.25	Snohomish County	Yes, maintenance is performed on residential facilities if funds are available	
\$253.68	Monroe	Yes, new single-family residential facilities are dedicated to the City. City maintains (\$21.14/month)	No
\$349.56 (June 2024)	Mukilteo	No	No

Jurisdiction Comparison – SWM Fee Annual Rates

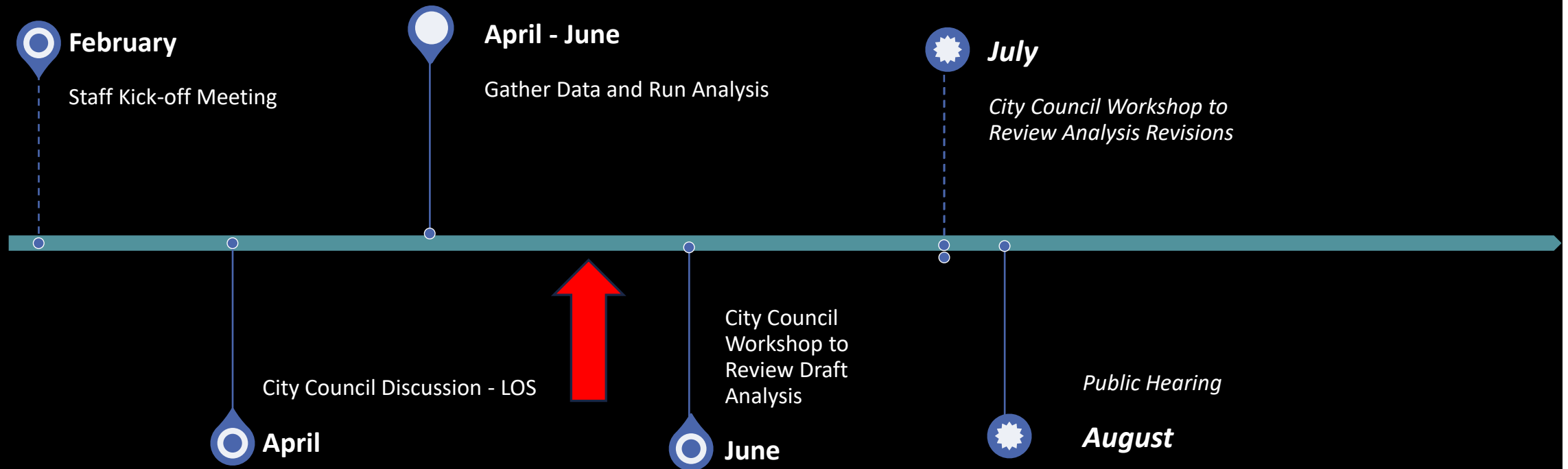
2023/2024 Annual SWM Fee Rates Per ESU



Discussion

- Maintenance costs are based on maintain each private facility once over 3-years to meet maintenance standards
- Up-front maintenance will likely decrease once all facilities meet maintenance standards
- 2027 rate study will evaluate the private facility maintenance program and recommend adjustments as needed
- Recommendation – ownership of facilities will not change. Language in the drainage dedications on the plat give easement access to the City for emergency maintenance

7. Timeline





Next Steps

- Apply discussed modifications (if any) to LOS 2
- Evaluate LOS 1 to update the “baseline”
- Evaluate high-priority capital projects to update LOS 3
- Develop scenarios in relation to a new connection fee
- Provide comparison metrics (statistics for size of stormwater networks and ESU rate)
- Discuss findings at City County workshop late June/early July

CITY COUNCIL STAFF REPORT



Agenda Date: 5/21/2024

Subject: Affordable Housing and Behavioral Health Fund (AHBH) Interlocal Agreement (ILA) with Snohomish County

Contact Person/Department: Russ Wright, Community Development

Budget Impact: NA

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Discussion

SUMMARY/BACKGROUND:

Snohomish County collects a 0.10 percent sales tax to support affordable and supportive housing and has established an Affordable and Supportive Housing Tax Credit Fund. Snohomish County is requesting that partner cities enter into an ILA to distribute funds through a collaborative award process and increase access to affordable housing and behavioral health services for vulnerable residents (Attachment A). The County proposes to use the existing Technical Advisory Committee (TAC) and Policy Advisory Board (PAB) process to make funding recommendations to the County Council by adding these revenues to the existing process. Lake Stevens is already a member of the TAC and participates in this countywide grant funding review. The AHBH ILA (Attachment B) includes all the cities/towns and the county in the awarding process.

If the City Council is in support of this effort, staff will bring the ILA back as a consent item at a future meeting.

APPLICABLE CITY POLICIES:

NA

ATTACHMENTS:

1. Attachment A_AHBH ILA Letter
2. Attachment B_AHBH Capital Facilities 4.5.24

Dave Somers
County Executive

3000 Rockefeller Ave., M/S 407
Everett, WA 98201-4046
(425) 388-3460
www.snoco.org

March 11, 2024

Honorable Mayors
Snohomish County, WA

Re: Interlocal Agreement Affordable Housing and Behavioral Health Fund

Dear Mayors:

In December 2023, the Snohomish County Council approved the Housing and Behavioral Health Capital Fund: An Investment Plan to Preserve and Build Affordable Housing and Behavioral health Facilities in Snohomish County. The Plan informs decision-making regarding the use of the Affordable and Supportive Housing Tax Credit Fund (SHB 1406) and the 0.10 percent sales tax for affordable housing and behavioral health facilities (HB 1590).

Affordable Housing and Behavioral Health Investment Plan:

<https://www.snohomishcountywa.gov/DocumentCenter/View/110879/Housing-and-Behavioral-Health-Capital-Fund?bidId=>

Attached you will find the Affordable Housing and Behavioral Health Fund (AHBH) Interlocal Agreement creating a collaborative award process for the Snohomish County Affordable Housing and Behavioral Health Facilities Fund. These funds will help create increased access to affordable housing and behavioral health services for vulnerable residents.

We have been using an existing process since the 1990's to make awards for affordable housing and various types of public facilities. The AHBH ILA will provide for using the existing Technical Advisory Committee to review applications for AHBH funding and for making funding recommendations to the existing Policy Advisory Board. The AHBH ILA includes all of the cities/towns and the County in the awarding process.

I look forward to working collaboratively in making recommendations for the AHBH fund. If you have any questions, please reach out to Jackie Anderson (Division Manager, Housing and Community Services, in the Human Services Department) at Jackiem.Anderson@snoco.org or (425) 388-3237.

Sincerely,



Dave Somers
Snohomish County Executive

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE LOCAL AGENECIES OF ARLINGTON, BRIER, BOTHELL,
DARRINGTON, EDMONDS, EVERETT, GOLD BAR, GRANITE FALLS,
INDEX, LAKE STEVENS, LYNNWOOD, MARYSVILLE, MILL CREEK,
MONROE, MOUNTLAKE TERRACE, MUKILTEO, SNOHOMISH,
STANWOOD, SULTAN, AND WOODWAY FOR THE PURPOSE OF
CREATING AN AWARD PROCESS FOR TAX REVENUES FROM
CHAPTERS 4.122 AND 4.126 SNOHOMISH COUNTY CODE**

This Affordable Housing and Behavioral Health Capital Facilities Interlocal Agreement (“Agreement”) is made and entered into by the Snohomish County, a political subdivision of the State of Washington (“County”), and the Local Agencies of Arlington, Brier, Bothell, Darrington, Edmonds, Everett, Gold Bar, Granite Falls, Index, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, Snohomish, Stanwood, Sultan, and Woodway (collectively the “Parties” and, individually, a “Party”).

RECITALS

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the Washington State Legislature passed Substitute House Bill (SHB) 1406, which was signed into law as Chapter 338, Laws of 2019, and codified at RCW 82.14.540; and

WHEREAS, RCW 82.14.540 authorizes counties to impose a sales tax for acquisition, rehabilitation or construction of affordable housing or new units of affordable housing within an existing structure or facility providing supportive housing services; operating and maintenance costs for new affordable or supportive housing, rental assistance for tenants, and administration; and

WHEREAS, the Snohomish County Council passed Ordinance 19-0621 imposing a sales and use tax to provide for affordable housing and supportive housing, creating the affordable and supportive housing sales tax credit fund, and adding new chapter 4.122 to Snohomish County Code; and

WHEREAS, the Washington State Legislature in 2020 passed HB 2019, signed into law as Chapter 222 Laws of 2020, and codified at RCW 82.14.530; and

WHEREAS, the Washington State Legislature in 2021 amended RCW 82.14.530; and

WHEREAS, RCW 82.14.530 authorizes counties to impose a sales tax for acquisition and construction of affordable housing, which may include emergency, transitional and supportive housing, and new units of affordable housing within an existing structure, or acquiring and constructing behavioral health-related facilities or land acquisition for these purpose or funding

operations and maintenance cost of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers; and

WHEREAS, Snohomish County Council passed Ordinance 21-098, imposing a one-tenth of one percent sales tax for affordable housing and behavioral health and adding a new chapter 4.126 to Snohomish County Code; and

WHEREAS, on December 13, 2023, by Amended Motion No. 23-0492, the Snohomish County Council approved the 2023 Housing and Behavioral Health Capital Fund Investment Plan (“Investment Plan”); and

WHEREAS, the Investment Plan was developed to inform decision-making with regard to the use of 1406 and 1590 funds to address housing affordability and behavioral health challenges identified by the County.

AGREEMENT

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

1. **Purpose of this Agreement.** The purpose of this Agreement is to create a funding recommendation process for revenues from the taxes imposed by chapters 4.122 and 4.126 Snohomish County Code.
2. **Term.** This Agreement will become effective upon full execution by the County and whichever Local Agency first signs this Agreement and after posting on the County’s Interlocal Agreements website. Thereafter, this Agreement will be effective as to additional Local Agencies if and when such Local Agency executes this Agreement and either files the Agreement with the County Auditor or posts it on the Local Agency’s Interlocal Agreements web site. This Agreement will remain in full force and effect unless terminated in writing pursuant to Section 11(n).
3. **Policy Advisory Board.**
 - a. The Policy Advisory Board as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall advise the County Executive and County Council on the planning, administration, and expenditure of funds from the taxes imposed in chapters 4.122 and 4.126 Snohomish County Code in conformance with the Investment Plan.

- b.** Each Policy Advisory Board member shall have one vote in the Board's proceedings, except that the ex officio Chairperson shall vote only in the event of a tie.

4. Technical Advisory Committee.

- a.** The Technical Advisory Committee as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall review applications and make recommendations regarding projects to be funded to the Policy Advisory Board.
- b.** To the extent possible, the individuals appointed to serve on the Affordable Housing and Behavioral Health Capital Facilities Technical Advisory Committee shall be the same individuals as those appointed to serve on the Urban County and Affordable Housing Technical Advisory Committee, with the addition of one (1) seat for the City of Everett, to be appointed by the City of Everett
- c.** Process for recommendations
 - i.** The Technical Advisory Committee will review, score and rank applications and make recommendations for funding to the Policy Advisory Board.
 - ii.** The Policy Advisory Board will review Technical Advisory Committee recommendations and make recommendations to the County Council.
 - iii.** The County Council will review recommendations for funding and determine which projects shall receive funds and amounts thereof.

5. County Obligations.

- a.** Snohomish County assumes full decision-making authority, including final funding award selections and policy making.
- b.** Awards of all funds will be administered by County.
- c.** The County will coordinate all activities necessary for the Policy Advisory Board and Technical Advisory Committee to fulfill their obligations under this agreement.

6. Local Agency Obligations. Each Local Agency shall:

- a.** Fulfill obligations according to Sections 3 and 4 of this Agreement.
- b.** Keep appointments to the TAC and PAB up to date, pursuant to TAC and PAB bylaws.

c. Notify the County Administrator of any changes to TAC and PAB appointments.

7. **Budget and Compensation.** The Parties do not anticipate any costs to this Agreement. Funds from taxes imposed by chapter 4.122 and 4.126 Snohomish County Code shall be used to fund the projects recommended by TAC/PAB and approved by the Snohomish County Council.

8. **Indemnification and Hold Harmless.**

a. Subject to the liability limitation stated in Section 9 of this Agreement, each Local Agency agrees to indemnify, protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the Local Agency, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the Local Agency, except for those arising out of the sole negligence of the County.

b. Subject to the liability limitation stated in Section 9 of this Agreement, The County agrees to indemnify, protect, defend and hold harmless the Local Agency, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the County, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the County, except for those arising out of the sole negligence of the Local Agency.

c. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 8A and B above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

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

9. **Limitation of Liability** In no event will County or any Local Agency be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the

performance of the County or any Local Agency under this Agreement, even if the County or Local Agency has been advised of the possibility of such damages.

10. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part of the indemnified party(s).

11. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the Party against whom such modification is sought to be enforced.
- b. **No Separate Entity Necessary/Created.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.
- d. **Administrators.** Each Party to this Agreement shall designate an individual (an “Administrator”), which may be designated by title or position, to oversee and administer such Party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:	Jackie Anderson, Human Services Department 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201
---------------------------------	--

City of Arlington’s Initial Administrator:	Don Vanney, Mayor 238 N. Olympic Avenue Arlington, WA 98223
--	---

City of Bothell’s Initial Administrator:	Mason Thompson, Mayor 18415 101 st Avenue NE
--	--

	Bothell, WA 98011
City of Brier's Initial Administrator:	Dale Kaemingk, Mayor 2901 228 th St. SW Brier, WA 98036
Town of Darrington's Initial Administrator:	Dan Rankin, Mayor 1005 Cascade St. P.O. Box 937 Darrington, WA 98241
City of Edmond's Initial Administrator:	Mike Rosen, Mayor 121 5 th Avenue N. Edmonds, WA 98020
City of Everett's Initial Administrator:	Cassie Franklin, Mayor 2930 Wetmore Avenue Everett, WA 98201
City of Gold Bar's Initial Administrator:	Steve Yarbrough, Mayor 107 5 th Street Gold Bar, WA 98251
City of Granite Falls' Initial Administrator:	Matt Hartman, Mayor 215 Granite Avenue P.O. Box 1440 Granite Falls, WA 98252
Town of Index's Initial Administrator:	Bruce Albert, Mayor 511 Avenue "A" Index, WA 98256
City of Lake Steven's Initial Administrator:	Brett Gailey, Mayor 1812 Main Street P.O Box 257 Lake Stevens, WA 98258
City of Lynnwood's Initial Administrator:	Christine Frizzell, Mayor 19100 44 th Avenue W Lynnwood, WA 98036
City of Marysville's Initial Administrator:	Jon Nehring, Mayor 501 Delta Avenue

Marysville, WA 98270

City of Mill Creek's Initial Administrator: Brian Holtzclaw, Mayor
15728 Main Street
Mill Creek, WA 98012

City of Monroe's Initial Administrator: Geoffrey Thomas, Mayor
14841 179th Avenue SE
Monroe, WA 98272

City of Mountlake Terrace's Initial Administrator: Kyoko Matsumoto-Wright, Mayor
23204 58th Avenue W
Mountlake Terrace, WA 98043

City of Mukilteo's Initial Administrator: Joe Marine, Mayor
11930 Cyrus Way
Mukilteo, WA 98275

City of Snohomish's Initial Administrator: Linda Redmond, Mayor
116 Union Avenue
P.O. Box 1589
Snohomish, WA 98291-1589

City of Stanwood's Initial Administrator: Sid Roberts, Mayor
10220 270th Street NW
Stanwood, WA 98292

City of Sultan's Initial Administrator: Russell Wiita, Mayor
319 Main Street
P.O. Box 1199
Sultan, WA 98294-1199

Town of Woodway's Initial Administrator: Mike Quinn, Mayor
23920 113th Place W
Woodway, WA 98020

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

- e. Interpretation.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the

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

- f. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- g. No Waiver.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a Party of any particular Default constitute a waiver of any other Default or any similar future Default.
- h. Assignment.** This Agreement shall not be assigned, either in whole or in part, by either of the Parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
- i. Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.
- j. No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.
- k. No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Local Agency and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.
- l. Compliance with Applicable Law.** Each Party shall comply with all other applicable federal, state and local laws, rules and regulations in performing under this Agreement.
- m. Changes.** No changes or additions shall be made to this Agreement except as agreed to by both Parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.

- n. Termination.** The County may terminate this agreement by providing written notice to the other parties of its intention to terminate. Such termination shall become effective 30 days after such notice has been served to the Parties, or such later time as is stated in the notice. Any other party may terminate this agreement as to that Party by providing written notice to the County of its intention to terminate. Such termination shall become effective 30 days after such notice has been served, or such later time as is stated in notice. Termination by a Party other than the County shall not affect the terms of this agreement as to the other Parties.
- o. Public Records.** All records related to this Agreement shall be available for inspection and copying under the provisions of the Washington Public Records Act, chapter 42.56 RCW (“PRA”), subject to any exemptions or limitations on disclosure. Each Party shall respond to public records requests received by that Party.
- p. Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties execute this Agreement this _____ day of _____, 20____.

CITY OF ARLINGTON

ATTEST:

DON VANNEY

BY

MAYOR

TITLE

CITY OF BOTHEL

ATTEST:

MASON THOMPSON

BY

MAYOR

TITLE

CITY OF BRIER

ATTEST:

DALE KAEMINGK

BY

MAYOR

TITLE

TOWN OF DARRINGTON

ATTEST:

DAN RANKIN

BY

MAYOR

TITLE

CITY OF EDMONDS

ATTEST:

MIKE ROSEN

BY

MAYOR

TITLE

CITY OF EVERETT

ATTEST:

CASSIE FRANKLIN

BY

MAYOR

TITLE

CITY OF GOLDBAR

ATTEST:

STEVE YARBROUGH

BY

MAYOR

TITLE

CITY OF GRANITE FALLS

ATTEST:

MATT HARTMAN

BY

MAYOR

TITLE

TOWN OF INDEX

ATTEST:

BRUCE ALBERT

BY

MAYOR

TITLE

CITY OF LAKE STEVENS

ATTEST:

BRETT GAILEY

BY

MAYOR

TITLE

CITY OF LYNNWOOD

ATTEST:

CHRISTINE FRIZZELL

BY

MAYOR

TITLE

CITY OF MARYSVILLE

ATTEST:

JON NEHRING

BY

MAYOR

TITLE

CITY OF MILL CREEK

ATTEST:

BRIAN HOLTZCLAW

BY

MAYOR
CITY OF MONROE

TITLE
ATTEST:

GEOFFREY THOMAS

BY

MAYOR

TITLE

CITY OF MOUNTLAKE TERRACE

ATTEST:

KYOKO MATSUMOTO-WRIGHT

BY

MAYOR

TITLE

CITY OF MUKILTEO

ATTEST:

JOE MARINE

BY

MAYOR

TITLE

CITY OF SNOHOMISH

ATTEST:

LINDA REDMOND

BY

MAYOR
CITY OF STANWOOD

TITLE
ATTEST:

SID ROBERTS

BY

MAYOR

TITLE

CITY OF SULTAN

ATTEST:

RUSSELL WIITA

BY

MAYOR

TITLE

TOWN OF WOODWAY

ATTEST:

MIKE QUINN

BY

MAYOR

TITLE

SNOHOMISH COUNTY

County Executive

RECOMMENDED FOR APPROVAL:

Approved as to Form only:

Wendling,
Rebecca

Digitally signed by
Wendling, Rebecca
Date: 2024.04.05
09:43:55 -07'00'

CITY COUNCIL STAFF REPORT



Agenda Date: 5/21/2024

Subject: Alliance for Affordable Housing ILA Amendment

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Annual membership dues are budgeted

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Discussion

SUMMARY/BACKGROUND:

The city of Lake Stevens has been a member of the Alliance for Affordable Housing since its inception in 2013. AHA coordinates affordable housing data collection and technical assistance to member cities under the umbrella of the Housing Authority of Snohomish County. Periodically, the ILA has been amended. The proposed amendment would formally add Darrington and Monroe as members and remove the need for AHA to get Council approval for adding additional members in the future (Attachment A).

If council is in agreement, city staff will bring this item back on the consent agenda at a future meeting.

APPLICABLE CITY POLICIES:

NA

ATTACHMENTS:

1. Attachmnet A_Amendment to AHA Interlocal Agreement 2023_PDF

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR INTER-
JURISDICTIONAL COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN
SNOHOMISH COUNTY (the “Interlocal Agreement”)**

This Amendment (the “Amendment”) to the Interlocal Agreement dated [_____] (the “Original Agreement” and, together with this Amendment, the “Agreement”) is made as of _____, 2023, by and among the Cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Monroe, Mukilteo, Snohomish, and Stanwood, and the Towns of Darrington and Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (each a “Party” and together, the “Parties”). This Amendment is made pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW, and has been authorized by the governing body of each Party.

WHEREAS the Parties (except the City of Monroe and the Town of Darrington) entered the Interlocal Agreement and now desire to amend the Interlocal Agreement to add the City of Monroe and the Town of Darrington as parties thereto; and

WHEREAS the Parties wish to create a streamlined procedure for the future addition of parties to the Interlocal Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term. This Amendment shall be effective when it has been both (a) executed by each of the Parties and (b) filed in the offices of the Snohomish County Auditor.
2. Parties. The Agreement is amended to add the City of Monroe and the Town of Darrington as parties thereto. Commencing on the date of this Amendment, the City of Monroe and Town of Darrington shall assume all rights and obligations under the Interlocal Agreement as though each was named as a party therein. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the City of Monroe and the Town of Darrington commencing with the first billing cycle following the date of this Amendment.
3. Notice. Section 13(d) is amended to add:

City of Monroe
Anita Marerro, Senior Planner
806 West Main Street
Monroe, WA 98272
Phone (360) 863-4513
AMarerro@monroewa.gov

Town of Darrington
Dan Rankin, Mayor
1005 Cascade St.
PO Box 397
Darrington, WA 98241
Phone: (360) 436-1131
Dan.Rankin@Darringtonwa.us

4. Authorized Actions of the Joint Board. Section 4 of the Agreement is amended to add:

(m) Admit one or more governmental entities as a Party to this Agreement in furtherance of the purposes of this Agreement;

5. Addition of Parties. The Agreement is amended to add a new Section 16 as follows:

16. Addition of Parties. Following a decision of the Joint Board to admit a new governmental entity as a Party to this Agreement, which decision shall be made and documented following the procedures outlined in Section 3, such new governmental entity (the “New Party”) shall be deemed to be a Party to the Agreement and shall assume all rights and obligations under the Agreement as though it were named a Party therein, commencing on the date that the attached Exhibit A has been both (a) acknowledged and signed by the New Party, and (b) filed in the offices of the Snohomish County Auditor. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the New Party commencing with the first billing cycle following the date the New Party is admitted as a Party under the Agreement.

6. Execution. The Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

[Signature Pages Follow]

CITY OF ARLINGTON

By: _____
Signature Date

Its: _____

TOWN OF DARRINGTON	
By:	_____
	Signature Date
Its:	_____

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

CITY OF MONROE

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

CITY OF SNOHOMISH

By: _____
Signature Date

Its: _____

CITY OF STANWOOD

By: _____
Signature Date

Its: _____

TOWN OF WOODWAY

By: _____
Signature Date

Its: _____

SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

**HOUSING AUTHORITY OF
SNOHOMISH COUNTY**

By: _____
Signature Date

Its: _____

EXHIBIT A

Following a decision of the Joint Board of the Alliance for Housing Affordability (the “AHA”), _____ hereby acknowledges and accepts entry to the AHA as a Party to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County, as amended, and according to the terms thereof.

[PARTY]

By: _____
Name Date

Its: _____

CITY COUNCIL STAFF REPORT



Agenda Date: 5/21/2024

Subject: Fleet Leasing Program Update

Contact Person/Department: Lori Erickson, Public Works

Budget Impact: The current leasing program is estimated to save the City approximately \$900,000 over a 10-year period (2023-2032) when compared to purchasing replacement fleet vehicles. This includes the cost of maintenance, fuel consumption, administrative costs, leasing costs, estimated inflation, and cost recovery during surplus.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

SUMMARY/BACKGROUND:

In 2022, the City of Lake Stevens explored options to more efficiently replace aging fleet vehicles to reduce costs, improve safety, and improve worker morale. The most efficient model was to transition to a lease program, administered by Enterprise, and the City started with the leasing program in 2023. In 2024, City staff updated the data/analysis of the program. This presentation covers savings on maintenance, administrative costs, cost recovery, and overall cost-effectiveness of the lease program compared to traditional purchasing/full ownership of fleet vehicles.

The table below is a summary of the estimated total costs of owning vehicles compared to leasing. Leasing is the more cost-effective method, saving about \$900,000 over a 10-

year period (2023-2032).

Fiscal Year	Owned Cost	Leased Cost	Delta Owned vs. Leased
2023	\$ 496,020.92	\$ 77,012.92	\$ 419,008.00
2024	\$ 506,425.29	\$ 166,472.65	\$ 339,952.64
2025	\$ 517,619.15	\$ 263,686.00	\$ 253,933.16
2026	\$ 529,634.11	\$ 369,115.19	\$ 160,518.91
2027	\$ 542,502.99	\$ 483,247.03	\$ 59,255.96
2028	\$ 510,151.87	\$ 550,886.02	\$ (40,734.15)
2029	\$ 516,924.29	\$ 584,869.81	\$ (67,945.52)
2030	\$ 535,242.65	\$ 605,905.99	\$ (70,663.34)
2031	\$ 554,293.74	\$ 627,783.62	\$ (73,489.88)
2032	\$ 574,106.88	\$ 650,536.35	\$ (76,429.47)
Total	\$ 5,282,921.90	\$ 4,379,515.58	\$ 903,406.31

APPLICABLE CITY POLICIES:

City Wide Procurement Policy

ATTACHMENTS:

1. CoLS_LeaseProgramSavingsModel_PresentationToCouncil_05212024



One Community Around The Lake

Lease Program Savings Model

PRESENTED BY: LORI ERICKSON

MAY 21, 2024



Lori Erickson

- Public Works Analyst

Curtis Clifton

- Operations Manager



Background

- **2022** – The City started looking at ways to get a newer, safer fleet. The Enterprise Fleet Leasing Program was a cost-effective and time-efficient way to accomplish this.
- **2023** – Program was implemented, including leasing several new vehicles and selling surplus vehicles through Enterprise.
- **2024** – City staff updated the Lease vs. Ownership Analysis provided in 2022 that will be presented this evening.

What to Know About the Model

KEY OBJECTIVES

1. Lower the age of the fleet from 13 years (current) to 5 years (goal)
2. Reduce operating costs
3. Improve reliability and safety
4. Reduce administrative burden to procure and upfit vehicles

ASSUMPTIONS

- **New vehicle cost through Enterprise is 15% less than city procurement.** This has proven to be consistent in the first year of the contract.
- **Recovered equity through Enterprise is 20% more than through city surplus.** This has proven to be consistent in the first year of the contract.
- **Administrative costs through Enterprise is 4 hours per vehicle compared to 24 hours per vehicle for city-owned.** Enterprise upfits vehicles prior to delivery reducing overhead.
- Anticipated rate of **inflation of 4%**
- In future years, the city intends to evaluate options to have **vendors perform maintenance and track vehicle health to further reduce costs.**

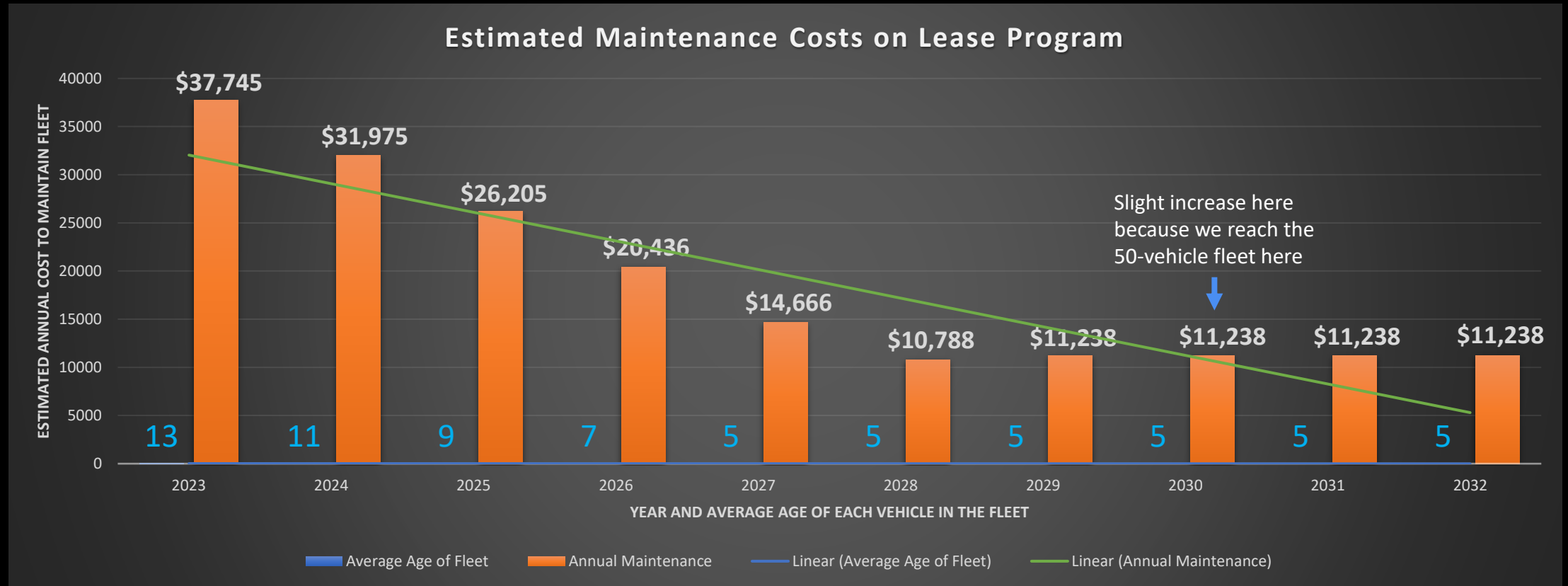
Fleet Size and Age Goals

- Current replacement cycle is 9-10 years per vehicle, with a goal to reduce to 5 years
- Current average age in the fleet in 2023 was 13 years, we are on track to be at 5 years by 2028
- Fuel consumption is currently about 15 miles per/gal (approx. \$1,400 per vehicle per year), with a goal to increase to 22+ miles per/gal (approx. \$960 per vehicle per year)
- Increase the amount of value (dollars) recovered through the surplus process, which is about 20% more per vehicle when we surplus through Enterprise

Are We Going to Save on Maintenance?

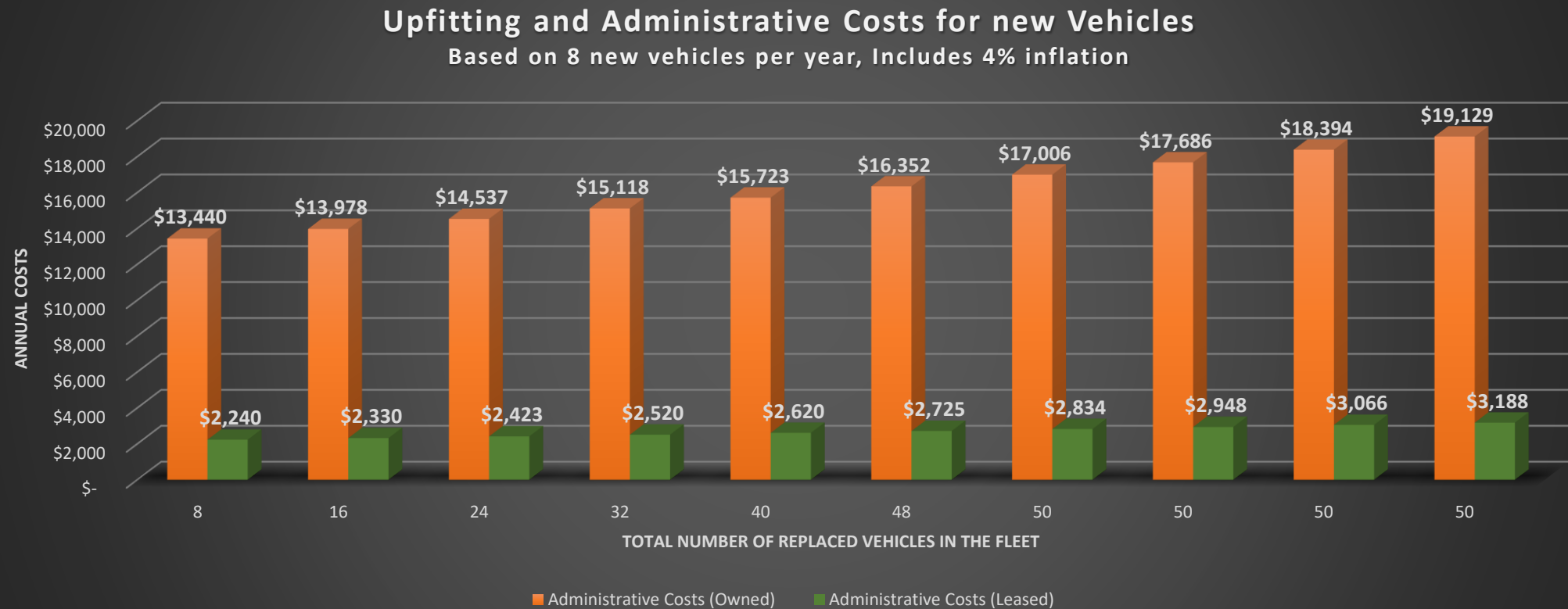
We are currently paying \$78.83 per/mo. per vehicle (\$945.96 per/yr per vehicle).

Projected costs with a newer fleet are \$18.73 per/mo. per vehicle (\$224.76 pe/yr per vehicle).



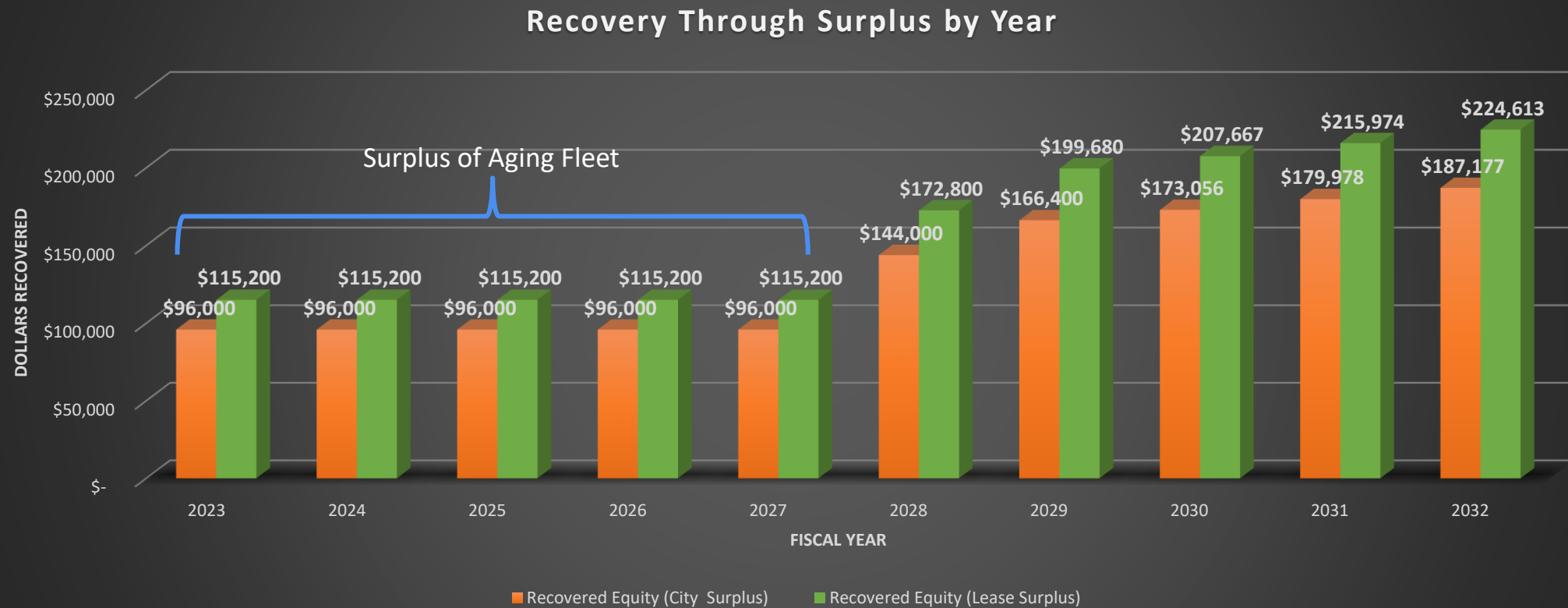
Are We Going to Save on “Upfitting”?

When we get new vehicles, they have work to be done to finish getting them ready for use. Enterprise does the majority of this for us in the Leasing Program.



Will We Recover More Value by Keeping a Newer Fleet?

Older vehicles overall have less value when they become surplus (approx. \$12k ea. currently).
Enterprise yields approximately 20% more through their resale process.



Is it More Cost Effective to Lease or Own?

The cost of a new Light Fleet Truck is ~\$60,000 today (plus 4% inflation per year in the future).

Leasing through Enterprise reduces the price by 15% per vehicle but has ~7.3% interest built into the payment.

Totals costs

include annual:

- Cost of purchase/ lease
- Fuel consumption
- Maintenance
- Admin costs

Fiscal Year	Owned Cost		Leased Cost		Delta Owned vs. Leased
2023	\$	496,020.92	\$	77,012.92	\$ 419,008.00
2024	\$	506,425.29	\$	166,472.65	\$ 339,952.64
2025	\$	517,619.15	\$	263,686.00	\$ 253,933.16
2026	\$	529,634.11	\$	369,115.19	\$ 160,518.91
2027	\$	542,502.99	\$	483,247.03	\$ 59,255.96
2028	\$	510,151.87	\$	550,886.02	\$ (40,734.15)
2029	\$	516,924.29	\$	584,869.81	\$ (67,945.52)
2030	\$	535,242.65	\$	605,905.99	\$ (70,663.34)
2031	\$	554,293.74	\$	627,783.62	\$ (73,489.88)
2032	\$	574,106.88	\$	650,536.35	\$ (76,429.47)
Total	\$	5,282,921.90	\$	4,379,515.58	\$ 903,406.31

Questions?

CITY COUNCIL STAFF REPORT



Agenda Date: 5/21/2024

Subject: Facilities Maintenance Needs Analysis

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: Identified in the Presentation

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Ask questions or provide comments during or after the presentation.

SUMMARY/BACKGROUND:

The City's facility inventory more than doubled between 2017 and 2023, from 40,000 square feet to over 83,000 square feet. This growth has strained the city's Public Works Department, which performs facility maintenance using a combination of street and storm maintenance workers. In 2024, the city procured two additional buildings that will be used for a future city campus, adding more than 20,000 square feet of conditioned floor space. The already precarious facility maintenance level of service has become unsustainable without additional resources.

To fulfill this increased need for facilities maintenance, the Public Works Department has developed a strategy to create a dedicated Facilities Division. In 2024, the proposal is to internally promote two employees from Senior Maintenance Workers to Facilities Supervisor and Facilities Lead. This will dedicate their work to facilities rather than spreading it between the competing needs of the other divisions. This small Facilities Division will grow in 2025 when Public Works requests one additional Facilities Maintenance Worker position to accommodate the two recently acquired South Lake Stevens Complex facilities. The goal of this approach is to have a lean and efficient team of dedicated facilities maintenance employees who provide exceptional service to internal and external customers, which cannot be achieved under current conditions.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Presentation



One Community Around The Lake

Facilities Maintenance Needs Analysis

CURTIS CLIFTON, OPERATIONS MANAGER

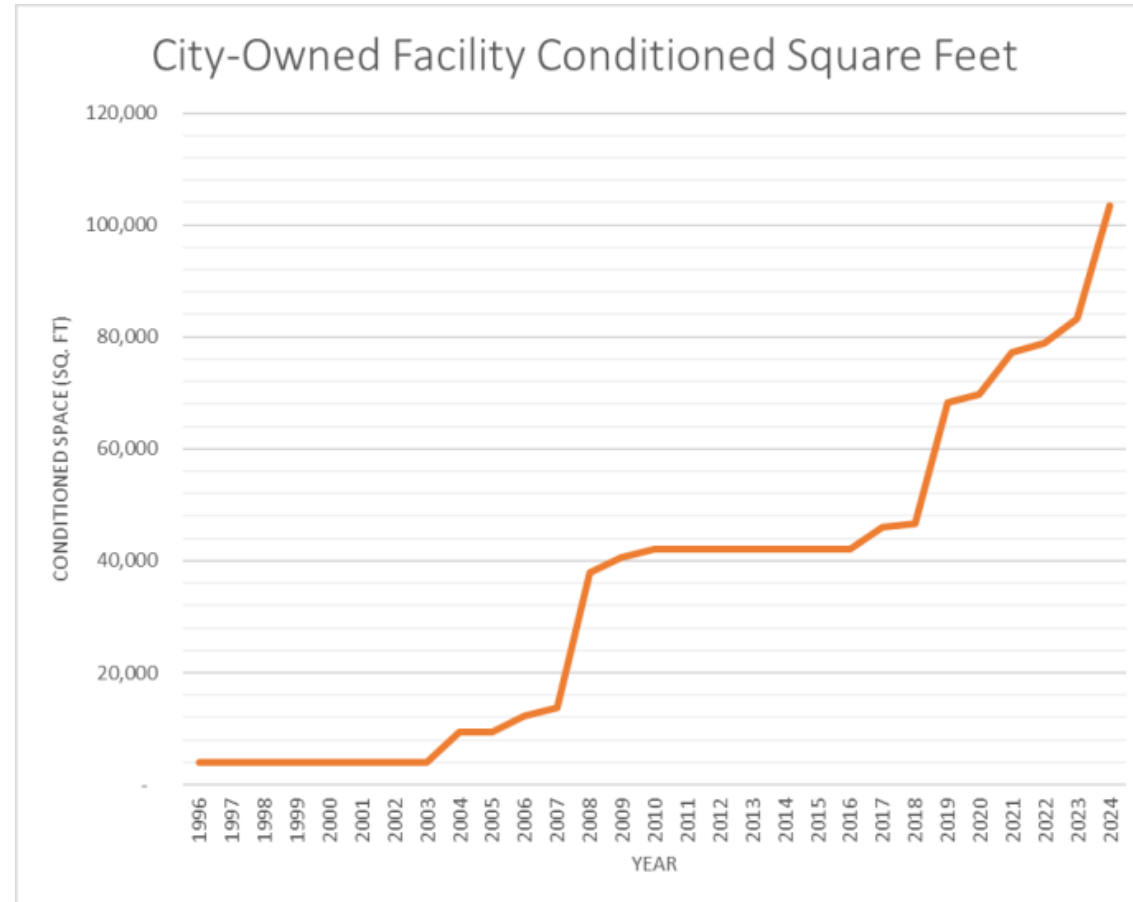
MAY 21, 2024

Topics in this Presentation

- Current state and growth
- Challenges
- Outstanding Work Orders
- Interim Countermeasures (Improvements Made to Date)
- Solutions Alternatives and Analysis
- Budget Impact
- Questions

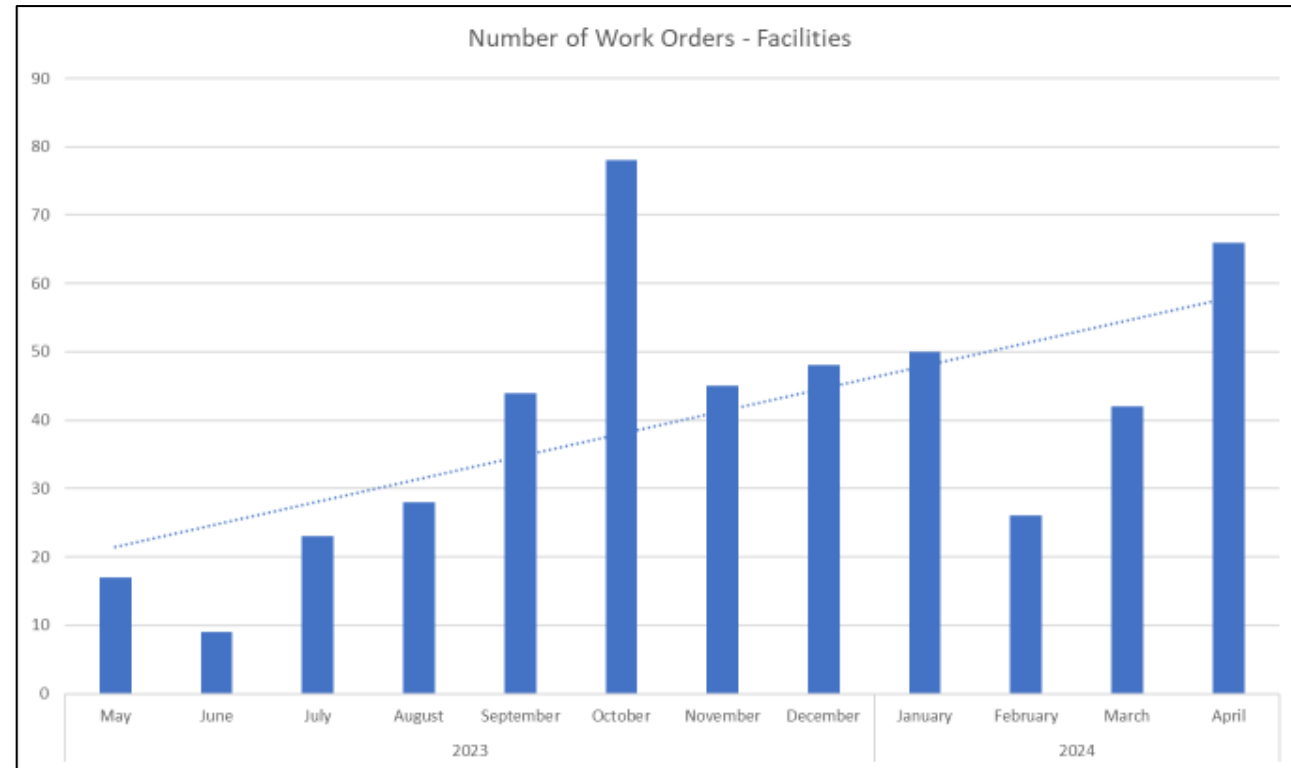
City of Lake Stevens Facilities Inventory

- Doubled from 2017 to 2023
- Additional 25% increase with the purchase of the South Lake Stevens Complex in 2024
- Total of 22 Facilities



The Challenges

- **Limited bandwidth:**
 - 103,000 sq/ft to maintain
- **Increasing demand:**
 - 827 work orders in 2023
- **City-wide staff frustration** and concern with service levels
 - 205 city staff generated service requests in 2023
 - ~60 work order backlog
 - Projected 200+ work order backlog with new facilities



2023 Work Orders by Facility – Excluding Janitorial Services

Facilities are the places where the public interfaces with the city.

Facilities are the places where city employees serve the community.

Let's leverage facilities to connect the community and city employees to Lake Stevens.

Common Name	2023 Work Orders
Grimm House	10
Old Fire Station	18
Library Building	10
Lundeen Restroom/Concession	0
VIC	10
City Hall Annex	36
Public Works Shop	194
Senior Center	3
Eagle Ridge Storage	5
City Hall	202
Lundeen Pump House	3
Police Station	124
Police Conference/Evidence Building	23
1819 South Lake Stevens Road	16
Davies Restroom	0
North Cascades Crew Building	0
North Cove Boat Launch Restroom	0
Mill	165
North Cove Shelter/Restroom	8
Cedarwood Building	0
New City Hall	0
10519 20th Street SE	0
Total	827



Interim Countermeasures

- Hired private contractors to complete regular maintenance work
- Optimized schedules to improve service delivery
- Dedicated two Streets Division employees to facilities
- Paid one employee out-of-class pay to work as Facilities Lead.
- Used VUEWorks to track maintenance efforts and needs
- Procured tools and equipment to optimize operations

Solutions Alternatives and Analysis

- **Alternative 1 – Full-Service Facilities Division**
- **Alternative 2 – Contractor Only**
- **Alternative 3 – Hybrid Approach**



	Provides 24-hour Response	Leverages Expertise and Institutional Knowledge	Dedicated Staff	Low Cost (less than \$100K/year in first year)	Financial Flexibility
Alternative 1 – Full-Service Facilities Division	Yes	Yes	Yes	No	No
Alternative 2 – Contractor Only	No	No	No	No	Yes
Alternative 3 – Hybrid Approach	Yes	Yes	Yes	Yes	Yes



Proposed Next Steps

1. Solve the acute need for facilities services:

- a) Create a Public Works Facilities Division
 - a) Offer competitive internal promotions for two employees to Facilities Lead and Facilities Supervisor
- b) Continue to track maintenance work and optimize operations
- c) Continue utilizing contractors as needed

2. Plan for the future:

- a) Conduct a facilities assessment to understand the condition of city assets
- b) Hire an additional Facilities Maintenance Worker in 2025 to help with the increasing demand
- c) Develop a facility budget
 - Track costs for ongoing maintenance
 - Plan for replacement of aging infrastructure

Budget Impacts

- Offset the 2024 costs by holding open the Inventory Control Specialist position (budgeted position) combined with 2024 salary savings.

2024 Salary Savings				
Position	Vacancy Date	Est. Fill Date	Salary Savings	Salary Savings w/Benefits
Inventory Control Specialist	1/1/2024	TBD	\$68,670.75	\$96,139.05
Maintenance Worker	3/16/2024	6/16/2024	\$18,842.44	\$26,379.42
Maintenance Worker	4/30/2024	6/16/2024	\$7,743.56	\$10,840.98
Total			\$95,256.75	\$133,359.44

2024 – Internal Promotions						
	Current Title	Promoted To		Cost of Salary (full yr)	Cost w/Benefits (full yr)	Remaining Cost in 2024 (5.5 months)
#4	Sr. Maintenance Worker-CDL	Maintenance Lead		\$5,874.10	\$8,223.74	\$3,769.21
#5	Sr. Maintenance Worker-CDL	Field Supervisor		\$28,564.97	\$39,990.96	\$18,329.19
Total Cost for 2024				\$48,214.70	\$22,098.40	

2025 - Projected Costs					
	Current Title	Promoted To		Cost of Salary (full yr)	Cost w/Benefits (full yr)
#4	Sr. Maintenance Worker-CDL	Maintenance Lead		\$6,109.06	\$8,552.69
#5	Sr. Maintenance Worker-CDL	Field Supervisor		\$29,707.57	\$41,590.60
ADD FTE	Maintenance Worker-CDL			\$73,167.74	\$102,434.84
Total Cost for 2025**				\$108,984.38	\$152,578.13



Questions?

CITY COUNCIL STAFF REPORT



Agenda Date: 5/21/2024

Subject: Ordinance 1180 - Fireworks

Contact Person/Department: Greg Rubstello, Administration

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Discuss draft ordinance.

SUMMARY/BACKGROUND:

Continued discussion from the May 14, 2024 Council Meeting.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Draft Ordinance 1180

ORDINANCE NO. 1180

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING CHAPTERS 9.64 AND 10.03 OF THE LAKE STEVENS MUNICIPAL
CODE ("LSMC") IN REGARD TO THE USE, DISCHARGE AND POSSESSION
OF FIREWORKS IN PUBLIC PLACES; PROVIDING FOR THE MAKING OF
CORRECTIONS, SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY,
AND FOR AN EFFECTIVE DATE.**

WHEREAS, the use and discharge of all fireworks, legal or illegal under state statute, on public property within and without the dates and times permitted under Chapter 9.64 of the LSMC for the use of consumer fireworks within the City of Lake Stevens is a cause of expenses for maintenance, endangers public facilities and the public, and may result in disturbance to the public using and owning property adjacent and near to the public property; and

WHEREAS, since the use and discharge of fireworks destroys upon discharge the physical evidence necessary to establish in a court of law the legal or illegal nature of the firework discharged; and

WHEREAS, the City Council has determined it in the public interest to impose restrictions on the use, discharge and possession of all fireworks or explosive of any kind on all City owned real property within the City of Lake Stevens, including, but not limited to, city parks and to revise the enforcement and penalties under Chapter 9.64 LSMC,

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

Section 1. Lake Stevens Municipal Code ("LSMC") Chapter 9.64 FIREWORKS is hereby amended as follows:

1.1 New section 9.64.035 LIMITING USE, DISCHARGE AND POSSESSION ON PUBLIC PROPERTY is added to Chapter 9.64 to read as follows:

No person shall use, discharge or possess any kind or type of fireworks or other explosive on real property in which the City of Lake Stevens has any ownership interest, whether the property is developed or undeveloped with infrastructure or improvements of any kind, with a permit; excepting the possession of "consumer fireworks" as defined in section 9.64.005 of this chapter and WAC 212-17-025 on public right-of-way during the dates and times for each year for the Fourth of July set forth in section 9.64.010.

2.2 LSMC Section 9.40.010 VIOLATION AND PENALTY is hereby amended (deletions shown by ~~strikeout~~ and additions by underline) to read as follows:

~~Unless otherwise provided, any person convicted of violating the provisions of this chapter shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$1,000 or by imprisonment in~~

~~fail for a term not to exceed 90 days, or both such fine and imprisonment.~~ Failure to comply with any provision of this chapter or violation of any provision of this chapter is:

- (1) A misdemeanor if involving less than one pound of fireworks or other explosive, exclusive of external packaging; or
- (2) A gross misdemeanor if involving one pound or more of fireworks or other explosive, exclusive of external packaging.
- (3) For purposes of this section, "external packaging" means any materials that are not an integral part of the operative unit of fireworks or other explosive.

Section 2 Section 10.03.100 FIREARMS, PROJECTILES AND EXPLOSIVES is hereby amended (deletions shown by ~~strikeout~~ and additions by underline) to read as follows:

No person shall ~~possess, shoot, fire or explode any fireworks, firecrackers, torpedoes,~~ or explosives of any kind, legal or illegal under state statute, or throw any projectiles, or shoot or fire any firearm, air gun, bow and arrow, BB gun, or use any slingshot on any park properties except as authorized by permit issued by the Director or by a law enforcement officer in the line of duty. A general prohibition against the use, discharge, and possession of fireworks and explosive devices on city owned properties, including park properties is set forth in section 9.64.035 of this code. The Director may issue a permit for the purpose of conducting a public fireworks display under RCW 70.77.260. The permit must meet the requirements of Section 9.64.030, Public Display of Fireworks.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing or ordinances or their sections and subsections.

Section 5. Effective Date. This ordinance may be published by Summary Publication and shall become effective five days after passage and summary publication by ordinance title only.

PASSED by the City Council and APPROVED by the Mayor this ___ day of _____ 2024.

CITY OF LAKE STEVENS

Brett Gailey, Mayor

ATTEST:

{GAR2831371.DOCX;1/13140.000002/ }

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Date of publication: _____

Effective Date (5 days after publication): _____

CITY COUNCIL STAFF REPORT



Agenda Date: 5/21/2024

Subject: City Flag Design Update

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Existing Beautification Budget

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Provide Feedback

SUMMARY/BACKGROUND:

In anticipation of attending the 2024 Association of Washington Cities Annual Conference in June, staff has been working to create a city flag and be represented in the Association of Washington (AWC) Parade of Flags event. Staff hired Printwest to help refine flag design concepts based on the beautification plan graphics. Draft designs are included as Attachment A. Final designs will be provided at the Council meeting for input.

This is a great opportunity to promote the city's beautification branding and feature our city's flag with all conference attendees. AWC will provide the flag pole, and it will be displayed throughout the conference. The city will display its flag in city buildings and will be able to display or distribute city flags at city events or on special occasions.

APPLICABLE CITY POLICIES:

NA

ATTACHMENTS:

1. Attachment A - Draft Flag Designs
2. Refined Flag Design_p2

OPTION 1



OPTION 2



OPTION 3





DESIGN PRESENTATION

6101 238th St SE
Woodinville, WA 98072
tel. 425.402.8600
printwest.net

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NOTES:

- No changes to previous proof on Option 1
- Requested color & icon size adjustments made on Option 2
- Text added around the graphic as requested for Option 3
- Secondary (suggested) option of the above request shown in Option 4



OPTION 1



OPTION 2



OPTION 3



OPTION 4

