CITY COUNCIL MEETING AGENDA

City of Lake Stevens Vision Statement

We are a thriving community that promotes a vibrant economy, preserves natural beauty, and supports an exceptional quality of life for all.

July 9, 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/87644940913
or call in at (253) 215-8782 Meeting ID 876 4494 0913

1.	**Call to Order**		
2.	**Pledge of Allegiance**		Mayor
3.	**Roll Call**		
4.	**Approval of Agenda**		Council President
5.	**Guest Business**		
	A.	Introduction of Hoilee Seaward, Human Resources Intern	Anya Warrington
	B.	Introduction of Olivia Dittrick, Public Works Maintenance Worker for Streets/Facilities, and Dwayne Mathis, Public Works Maintenance Worker for Stormwater	Curtis Clifton
6.	**Citizen Comments**		
7.	**Council Business**		Council President
8.	**Mayor's Business**		
9.	**City Department Report**		
10.	**Consent Agenda**		
	A.	2024 Vouchers	Barb Stevens
	B.	Kroger Opioid Settlement Participation	Barb Stevens
	C.	Cancel Council Meetings for the Summer Recess: July 23, August 6, August 13 and August 20, 2024 (unless a special meeting is needed).	Kelly Chelin
	D.	2024 Budget Amendment No. 2	Barb Stevens
11.	**Action Items**		

A. Real Estate Services — Russ Wright, Barb Stevens

12. Discussion Items

A. Comprehensive Plan Update Briefing — David Levitan

13. Executive Session - Confidential Session per RCW 42.30

A. Discussion of Potential Litigation or Litigation. No action is expected.

14. Adjourn

THE PUBLIC IS INVITED TO ATTEND

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

BLANKET VOUCHER APPROVAL

2024

Payroll Direct Deposits	**6/25/2024**	**$396,152.64**
Payroll Checks	**61138**	**$2,609.39**
Electronic Funds Transfers	**ACH**	**$241,405.95**
Claims	**61139-61228**	**$242,325.54**
Void Checks		
Total Vouchers Approved:		**$882,493.52**

This 9th day of July 2024

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 9, 2024

City expenditures by type for this voucher packet		
Personnel Costs	$398,762	45%
Payroll Federal Taxes	$142,008	16%
Retirement Benefits - Employer	$84,253	10%
Other Employer Paid Benefits	$503	0%
Employee Paid Benefits	$19,281	2%
Supplies	$47,265	5%
Professional Services	$152,585	17%
Refunds	$3,800	0%
Capital *	$33,622	4%
Debt Payments	$414	0%
Total	**$882,494**	**100%**

Large Purchases *

* Garage Door Opener Install at PW Shop $17,410

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 06/21/2024 - 07/03/2024

Total for Period
$483,731.49

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
AAA of Everett Fire Extinguisher Co	EV168691	001 008 521 50 48 00	LE-Facility Repair & Maint	Annual Fire Extinguisher Service at PD	61143	$625.14
					61143 Total	**$625.14**
Ace Hardware	79561	001 010 576 80 31 03	PK- Equipment & Tools	Scuffle Hoe Horticulture Maint	61144	$88.50
Ace Hardware	79573	101 016 544 90 31 02	ST-Operating Cost	Rope/Spring Snaps for Hanging Banner	61144	$240.18
Ace Hardware	79576	101 016 544 90 31 02	ST-Operating Cost	V20 Battery/Power Cleaner	61144	$371.13
Ace Hardware	79599	001 010 576 80 31 04	PK-Vandalism Supplies	Paint Supplies	61144	$25.12
Ace Hardware	79634	410 016 531 10 31 02	SW - Operating Costs	Rakes	61144	$65.55
Ace Hardware	79655	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels/Toilet Paper	61144	$132.25
Ace Hardware	79656	101 016 544 90 31 02	ST-Operating Cost	PVC Adapter/Conduit	61144	$36.19
Ace Hardware	79664	001 013 518 20 31 00	GG-Operating Costs	Toilet Paper/Paper Towels for CH	61144	$93.99
					61144 Total	**$1,052.91**
Advance Testing & Service	25148	101 016 542 30 41 02	ST-Professional Service	Annual Backflow Certifications	61145	$1,050.00
					61145 Total	**$1,050.00**
All Battery Sales and Service	300-10143265	101 016 544 90 31 02	ST-Operating Cost	Wire Gauge/Box w/Straps	61146	$32.02
All Battery Sales and Service	300-10143265	410 016 531 10 31 02	SW - Operating Costs	Wire Gauge/Box w/Straps	61146	$32.01
					61146 Total	**$64.03**
Amazon Capital Services	11PF-P6HT-KTPY	001 008 521 30 31 00	LE-Community Outreach Supplies	Otter Pops	61147	$48.25
Amazon Capital Services	14GW-WC9W-XV9V	101 016 542 90 31 01	ST-Clothing	T-Shirts/	61147	$164.09
Amazon Capital Services	199T-FNML-TKWN	001 008 521 20 31 06	LE - Uniform Clothing	Rechargeable Flashlights (5)	61147	$613.90
Amazon Capital Services	1CGY-T16Q-DQ41	001 003 514 20 31 00	CC-Office Supply	Acrylic Sign Holder	61147	$24.04
Amazon Capital Services	1CGY-T16Q-DQ41	001 013 518 20 31 00	GG-Operating Costs	Copy Paper	61147	$43.71
Amazon Capital Services	1DKD-3NH9-VCJR	001 001 511 60 31 00	Legislative - Operating Costs	Wireless Mouse for Council	61147	($14.15)
Amazon Capital Services	1FH1-J417-FJ79	001 010 576 80 31 02	PK-Office Supplies	Batteries	61147	$21.38
Amazon Capital Services	1FH1-J417-FJ79	101 016 544 90 31 01	ST-Office Supplies	Batteries	61147	$21.38
Amazon Capital Services	1FH1-J417-FJ79	410 016 531 10 31 01	SW - Office Supplies	Batteries	61147	$21.39
Amazon Capital Services	1G6P-NFG7-9W9J	001 005 517 60 31 00	HR-Safety Program	CPR Rescue Mask Training Valves	61147	$36.40
Amazon Capital Services	1HDK-TV1R-74DD	001 010 576 80 31 00	PK-Operating Costs	Park Supplies	61147	$683.64
Amazon Capital Services	1HDK-TV1R-74DD	001 010 576 80 31 02	PK-Office Supplies	Display Holder	61147	$18.56
Amazon Capital Services	1HKK-TGHT-F36J	101 016 544 90 31 02	ST-Operating Cost	Binder/Record Book	61147	$53.53
Amazon Capital Services	1HKK-TGHT-F36J	410 016 531 10 31 02	SW - Operating Costs	Binder	61147	$18.58
Amazon Capital Services	1KQY-FVXQ-RJNQ	001 013 518 20 31 00	GG-Operating Costs	Batteries/Sortwik	61147	$28.12
Amazon Capital Services	1NVY-WKCY-4MFL	001 005 517 60 31 00	HR-Safety Program	Gloves	61147	$19.66
Amazon Capital Services	1P1M-3TM3-CRFQ	001 010 576 80 31 00	PK-Operating Costs	Floor Safety Cones/Restroom Closed Signs Parks	61147	$175.86
Amazon Capital Services	1PHP-Y9H3-FJ6H	001 007 558 50 49 00	PL-Miscellaneous	Indoor Flag Pole Set	61147	$91.80
Amazon Capital Services	1PLH-F1FM-9DL3	001 013 518 20 31 00	GG-Operating Costs	Liquid Moistener and Sealer	61147	$32.74
Amazon Capital Services	1QRP-L9MQ-31NJ	001 010 576 80 31 05	PK-R&M Supplies	Power Supply Light Transformer for NC Water Feature	61147	$48.31
Amazon Capital Services	1RM4-C1D7-493C	001 006 518 80 31 00	IT-Office Supplies	iPhone Case	61147	$32.78
Amazon Capital Services	1V1N-Q1KY-P7LH	001 008 521 20 31 00	LE-Office Supplies	3x5 WA State Flag	61147	$7.60
Amazon Capital Services	1VKV-NRRR-XNGQ	101 016 544 90 31 02	ST-Operating Cost	Backpack Sprayer	61147	$217.51
Amazon Capital Services	1VKV-NRRR-XNGQ	101 016 544 90 31 02	ST-Operating Cost	USB-C to HDMI Adapter	61147	$7.64
Amazon Capital Services	1VKV-NRRR-XNGQ	410 016 531 10 31 02	SW - Operating Costs	Leland Re-Arm Kits	61147	$63.35
Amazon Capital Services	1VKV-NRRR-XNGQ	410 016 531 10 31 02	SW - Operating Costs	USB-C to HDMI Adapter	61147	$7.64
Amazon Capital Services	1VQH-RP9W-7RC9	001 013 518 20 31 00	GG-Operating Costs	Automotive Funnel/Rubber Stamp	61147	$25.06
Amazon Capital Services	1WWW-JQRV-9RL7	001 005 518 10 31 00	HR-Office Supplies	Foot Rest/Bookshelf/Whiteboard Cleaner	61147	$51.22
Amazon Capital Services	1WWW-JQRV-9RL7	001 006 518 80 31 00	IT-Office Supplies	Document Storage Boxes	61147	$101.55
Amazon Capital Services	1WWW-JQRV-9RL7	001 013 518 20 31 00	GG-Operating Costs	Pens	61147	$6.40

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1Y1X-MJYY-D6F7	001 013 518 20 49 00	GG-Miscellaneous	Business Prime Membership Fee	61147	$545.41
Amazon Capital Services	1YJD-VCXP-NNP3	101 016 544 90 31 02	ST-Operating Cost	Oil Filter Cartridges/Bathroom Floor Cabinet	61147	$69.71
Amazon Capital Services	1YJD-VCXP-NNP3	410 016 531 10 31 02	SW - Operating Costs	Oil Filter Cartridges/Bathroom Floor Cabinet	61147	$69.72
Amazon Capital Services	1YJD-VCXP-NNP3	410 016 531 10 31 02	SW - Operating Costs	Truck Bed Storage System	61147	$1,748.79
Amazon Capital Services	1YLT-3D4R-3L7W	101 016 544 90 31 01	ST-Office Supplies	P-Touch Tape	61147	$27.31
Amazon Capital Services	1YLT-3D4R-3L7W	410 016 531 10 31 01	SW - Office Supplies	P-Touch Tape	61147	$27.31
					61147 Total	**$5,160.19**
Barron	062124 BARRON	001 007 559 30 31 02	PB-Clothing	Work Boots Reimbursement	61148	$307.71
					61148 Total	**$307.71**
Bendiksen	LSPD12	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	61149	$300.00
Bendiksen	LSPD13	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	61149	$300.00
					61149 Total	**$600.00**
BMI	53877084	001 013 518 20 49 00	GG-Miscellaneous	Music Profile Fee 06/01/24 - 05/31/25	61150	$435.00
					61150 Total	**$435.00**
Canon Financial Services Inc	32836759	001 013 518 20 48 00	GG-Repair & Maintenance	XTZ01787 Copier Lease CH Admin Month to Month Le	61151	$286.05
Canon Financial Services Inc	33142272	001 007 558 50 48 00	PL-Repairs & Maint.	2YJ04075 Copier Lease CH Tax	61151	$6.56
Canon Financial Services Inc	33142272	001 007 559 30 48 00	PB-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	61151	$6.56
Canon Financial Services Inc	33142272	001 007 591 58 70 01	PL -Lease Agreements	2YJ04075 Copier Lease CH	61151	$70.56
Canon Financial Services Inc	33142272	001 007 591 59 70 01	PB - Lease Agreements	2YJ04075 Copier Lease CH	61151	$70.56
Canon Financial Services Inc	33142272	001 013 518 20 48 00	GG-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	61151	$6.57
Canon Financial Services Inc	33142272	001 013 591 18 70 01	Lease Agreements	2YJ04075 Copier Lease CH	61151	$70.56
Canon Financial Services Inc	33147665	001 010 576 80 48 00	PK-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	61151	$11.42
Canon Financial Services Inc	33147665	101 016 542 30 48 00	ST-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	61151	$11.41
Canon Financial Services Inc	33147665	410 016 531 10 48 00	SW - Repairs & Maintenance	QNN08471 Copier Lease PW Upstairs	61151	$11.41
					61151 Total	**$551.66**
Carter	071324 CARTER	001 008 521 20 43 00	LE-Travel & Per Diem	NARSO Conf Phoenix AZ Meal PerDiem	61152	$448.00
					61152 Total	**$448.00**
Central Welding Supply Co Inc	2076002	001 010 576 80 31 00	PK-Operating Costs	Mild Steel Wire	61153	$36.43
Central Welding Supply Co Inc	2076002	101 016 544 90 31 02	ST-Operating Cost	Mild Steel Wire	61153	$36.43
Central Welding Supply Co Inc	2076002	410 016 531 10 31 02	SW - Operating Costs	Mild Steel Wire	61153	$36.44
Central Welding Supply Co Inc	2082201	001 010 576 80 31 00	PK-Operating Costs	Argon/Centrashield/Propane	61153	$36.02
Central Welding Supply Co Inc	2082201	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	61153	$36.01
Central Welding Supply Co Inc	2082201	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	61153	$36.01
					61153 Total	**$217.34**
Chicago Title Company of Washington	500142087-2	301 016 595 30 60 05	TZ1 - Main Street	18013 Main St Improv APN Recording Fees	61154	$316.17
Chicago Title Company of Washington	500142090-2	301 016 595 30 60 05	TZ1 - Main Street	18013 Main St Improv APN Recording Fees	61154	$315.17
					61154 Total	**$631.34**
Cintas Loc 460	4196481168	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	61155	$75.74
					61155 Total	**$75.74**
City of Everett	I240003576	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	61156	$626.40
City of Everett	I240004087	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 05-2024	61156	$1,690.00
City of Everett	I240004128	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	61156	$166.50
					61156 Total	**$2,482.90**
Daane	063024 DAANE	001 013 582 10 00 00	Refund of Deposit	LS24-Daane_6-29 Mill Deposit Refund	61157	$300.00
					61157 Total	**$300.00**
Dept of Licensing	061524 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 05/12/24 - 06/15/24	61158	$1,128.00
					61158 Total	**$1,128.00**
Dept of Retirement (Deferred Comp)	6252024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	0	$7,823.69
					0 Total	**$7,823.69**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dept of Retirement PERS LEOFF	6252024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	$83,906.06
Dept of Retirement PERS LEOFF	6252024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	0	$347.11
					0 Total	**$84,253.17**
DH Pace Company Inc	ACR/280-44604	001 010 594 76 64 00	PK-Capital Outlay	Garage Door Opener Install at PW Shop	61159	$4,352.50
DH Pace Company Inc	ACR/280-44604	101 016 594 42 64 00	ST-Capital Expenditures	Garage Door Opener Install at PW Shop	61159	$4,352.50
DH Pace Company Inc	ACR/280-44604	410 016 594 31 60 01	SW - Capital Expenditure	Garage Door Opener Install at PW Shop	61159	$8,705.00
					61159 Total	**$17,410.00**
Dicks Towing Inc	18282284	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-09677	61160	$150.97
Dicks Towing Inc	18282810	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-10169	61160	$150.97
Dicks Towing Inc	18282983	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-10391	61160	$151.66
					61160 Total	**$453.60**
EFTPS	6252024	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	$142,008.21
					0 Total	**$142,008.21**
Electronic Business Machines	AR277691	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	61161	$79.77
Electronic Business Machines	AR277691	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	61161	$79.78
Electronic Business Machines	AR277691	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	61161	$79.77
Electronic Business Machines	AR279151	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - QNN08471	61161	$13.18
Electronic Business Machines	AR279151	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - QNN08471	61161	$13.19
Electronic Business Machines	AR279151	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - QNN08471	61161	$13.19
Electronic Business Machines	AR279164	001 007 558 50 48 00	PL-Repairs & Maint.	Printer Copy Fees CH - 2YJ04075	61161	$345.85
Electronic Business Machines	AR279164	001 007 559 30 48 00	PB-Repair & Maintenance	Printer Copy Fees CH - 2YJ04075	61161	$345.84
Electronic Business Machines	AR279164	001 013 518 20 48 00	GG-Repair & Maintenance	Printer Copy Fees CH - 2YJ04075	61161	$345.85
Electronic Business Machines	AR280152	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	61161	$66.53
Electronic Business Machines	AR280152	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	61161	$66.53
Electronic Business Machines	AR280152	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	61161	$66.54
Electronic Business Machines	AR280153	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2XW05905	61161	$77.03
					61161 Total	**$1,593.05**
Enterprise FM Trust	633992-060524	001 008 521 20 48 00	LE-Repair & Maintenance Equip	PD Vehicle Leases/Maint Fees	61162	$230.30
Enterprise FM Trust	633992-060524	001 008 521 50 48 00	LE-Facility Repair & Maint	PD Vehicle Leases/Maint Fees	61162	$4,183.27
					61162 Total	**$4,413.57**
Erickson	061024 ERICKSON	001 007 558 50 49 00	PL-Miscellaneous	Shipping Fees to Mail City Flag to Olympia for AWC Conf	61163	$13.46
					61163 Total	**$13.46**
Ewing	061824 EWING	001 001 511 60 43 00	Legislative - Travel & Mtgs	AWC Conf Lodging/Parking Reimbursement	61164	$384.87
					61164 Total	**$384.87**
Fastenal Company	WAARN173644	101 016 544 90 31 02	ST-Operating Cost	Glasses/SunX/Graffiti Remover/Gloves/QwikStiks	61165	$124.57
Fastenal Company	WAARN173644	410 016 531 10 31 02	SW - Operating Costs	Glasses/SunX/Graffiti Remover/Gloves/QwikStiks	61165	$124.57
Fastenal Company	WAARN173747	101 016 544 90 31 02	ST-Operating Cost	Trimmer Line/Glasses/Gloves/Coverall/QwikStiks	61165	$181.74
Fastenal Company	WAARN173747	410 016 531 10 31 02	SW - Operating Costs	Trimmer Line/Glasses/Gloves/Coverall/QwikStiks	61165	$181.75
					61165 Total	**$612.63**
Feldman & Lee PS	2024 LKS-SSP-6	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services OPD Program 06-2024	61166	$600.00
Feldman & Lee PS	2024 LKS-SSP-6	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services Program 06-2024	61166	$460.00
Feldman & Lee PS	2024 LKS-SSP-6	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 06-2024	61166	$900.00
					61166 Total	**$1,960.00**
Fireshield Inc	11923	001 013 518 20 41 00	GG-Professional Service	Annual Fire Alarm Inspection	61167	$555.00
					61167 Total	**$555.00**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Galls LLC	27830557	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - C Wells	61168	$24.46
Galls LLC	27867689	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - C Lyons	61168	$26.56
Galls LLC	27867690	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - C Wells	61168	$26.56
Galls LLC	27867691	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - P Bassett	61168	$26.56
Galls LLC	27879888	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Samples Credit	61168	($304.52)
Galls LLC	27879893	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Samples Credit	61168	($425.12)
Galls LLC	27879894	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Samples Credit	61168	($221.83)
Galls LLC	27880516	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Service Bars	61168	$31.38
Galls LLC	27901660	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - P Bassett	61168	$102.74
Galls LLC	27901661	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - J Barnes	61168	$102.74
Galls LLC	27901674	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - C Wells	61168	$110.64
Galls LLC	27901675	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Gear - M Cooper	61168	$102.74
Galls LLC	27901676	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - D Carter	61168	$102.74
Galls LLC	28159184	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - C Wells	61168	($11.67)
Galls LLC	28159190	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - C Lyons	61168	($11.67)
Galls LLC	28177215	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - C Lyons	61168	$205.48
Galls LLC	28214260	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - P Bassett	61168	$114.47
					61168 Total	**$2.26**
Gardner	944	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Lightbar Parts Install S-15-59	61169	$217.20
					61169 Total	**$217.20**
GCP WW Holdco LLC	INV2010014799	101 016 542 90 31 01	ST-Clothing	Boots - O Dittrick	61170	$257.16
					61170 Total	**$257.16**
Grainger	9158158080	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Absorb Boom Spill Kit Material	61171	$515.91
					61171 Total	**$515.91**
Granite Construction Supply	102826	101 016 542 64 31 00	ST-Traffic Control - Supply	Thermoplastic Road Lines	61172	$1,467.17
Granite Construction Supply	102831	101 016 544 90 31 02	ST-Operating Cost	Thermoplastic Road Lines/Hard Hat Hanger	61172	$1,487.12
					61172 Total	**$2,954.29**
Heidelberg Materials	5980270	410 016 531 10 41 03	SW - Street Cleaning	Street Sweepings Disposal	61173	$3,396.02
Heidelberg Materials	5980591	410 016 531 10 41 03	SW - Street Cleaning	Street Sweepings Disposal	61173	$2,741.51
					61173 Total	**$6,137.53**
Home Comfort Alliance	062424 HCA	003 000 322 10 00 00	Building Permits	BLD2024-0423 Refund Permit Withdrawn	61174	$89.00
Home Comfort Alliance	062424 HCA	510 000 341 81 00 00	Technology Fee	BLD2024-0423 Refund Permit Withdrawn	61174	$2.67
					61174 Total	**$91.67**
Honey Bucket	554219557	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	61175	$219.05
Honey Bucket	554226309	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	61175	$264.50
Honey Bucket	554232641	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Heights	61175	$234.00
Honey Bucket	554243918	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - West Lake Park	61175	$180.50
					61175 Total	**$898.05**
Housing Authority of Snohomish County	710764	001 007 558 50 41 00	PL-Professional Servic	Affordable Housing Alliance Dues	61176	$5,594.00
					61176 Total	**$5,594.00**
HSA Bank	6252024	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	61139	$395.00
					61139 Total	**$395.00**
Industrial Bolt & Supply Inc	849783-1	101 016 544 90 31 02	ST-Operating Cost	Brake Cleaner/Cutoff Wheels/Misc Parts	61177	$339.18
Industrial Bolt & Supply Inc	849783-1	410 016 531 10 31 02	SW - Operating Costs	Brake Cleaner/Cutoff Wheels/Misc Parts	61177	$339.18
					61177 Total	**$678.36**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
J Thayer Co Inc	1692705-0	001 010 576 80 31 02	PK-Office Supplies	Paper/Markers/Steno Books/Pens/Binder Clips/Post Its	61178	$152.23
J Thayer Co Inc	1692705-0	101 016 544 90 31 01	ST-Office Supplies	Paper/Markers/Steno Books/Pens/Binder Clips/Post Its	61178	$152.22
J Thayer Co Inc	1692705-0	410 016 531 10 31 01	SW - Office Supplies	Paper/Markers/Steno Books/Pens/Binder Clips/Post Its	61178	$152.23
J Thayer Co Inc	1695283-0	101 016 544 90 31 01	ST-Office Supplies	Copy Paper	61178	$40.88
J Thayer Co Inc	1695283-0	410 016 531 10 31 01	SW - Office Supplies	Copy Paper	61178	$40.89
J Thayer Co Inc	1695429-0	101 016 544 90 31 01	ST-Office Supplies	Copy Paper	61178	$32.67
J Thayer Co Inc	1695429-0	410 016 531 10 31 01	SW - Office Supplies	Copy Paper	61178	$32.68
J Thayer Co Inc	C1695283-0	101 016 544 90 31 01	ST-Office Supplies	Copy Paper Refund	61178	($40.88)
J Thayer Co Inc	C1695283-0	410 016 531 10 31 01	SW - Office Supplies	Copy Paper Refund	61178	($40.89)
					61178 Total	**$522.03**
Johansen Mechanical Inc	D30890 RELEASE	101 016 582 20 00 00	PW Retainage Release	Replace Tube Heater & Accessories PW Shop Retainage Release	61179	$1,612.99
Johansen Mechanical Inc	D30890 RELEASE	410 016 582 20 00 00	SW - Retainage Release	Replace Tube Heater & Accessories PW Shop Retainage Release	61179	$1,613.00
					61179 Total	**$3,225.99**
Jolly Family Corporation	471--86490	001 007 558 70 31 00	PL - Citywide Beautification	City Gateway Signs	61180	$24,371.84
					61180 Total	**$24,371.84**
Kilroy	071324 KILROY	001 008 521 20 43 00	LE-Travel & Per Diem	NASRO Conf Phoenix AZ Meal PerDiem	61181	$448.00
					61181 Total	**$448.00**
Kompan Inc	INV123642	001 010 576 80 31 00	PK-Operating Costs	Playground Equipment Replacement	61182	$1,497.89
					61182 Total	**$1,497.89**
Kronquest	062424 KRONQUES	101 000 322 40 00 00	Other Non-Bus. ROW Permits	LUA2024-0040 Fee Refund	61183	$500.00
					61183 Total	**$500.00**
Lake Industries LLC	303535	410 016 531 10 31 02	SW - Operating Costs	Fill Material Hauled In	61184	$192.00
					61184 Total	**$192.00**
Lake Stevens Chamber of Commerce	07-2024 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 07-2024	61185	$1,500.00
					61185 Total	**$1,500.00**
Lake Stevens Police Guild	6252024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	61140	$1,298.75
					61140 Total	**$1,298.75**
LEIRA	3970	001 008 521 40 49 01	LE-Registration Fees	Public Disclosure for Law Enforcement Registration - B Ryan	61186	$150.00
LEIRA	3973	001 008 521 40 49 01	LE-Registration Fees	Public Disclosure for Law Enforcement Registration - C Byram	61186	$150.00
					61186 Total	**$300.00**
Lemay Mobile Shredding Inc	4844265S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW	61187	$5.69
Lemay Mobile Shredding Inc	4844265S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW	61187	$5.69
Lemay Mobile Shredding Inc	4844265S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW	61187	$5.68
					61187 Total	**$17.06**
Les Schwab Group Holdings LLC	40200725912	101 016 544 90 31 02	ST-Operating Cost	Low Profile Industrial ATV Tube	61188	$19.67
Les Schwab Group Holdings LLC	40200725912	410 016 531 10 31 02	SW - Operating Costs	Low Profile Industrial ATV Tube	61188	$19.67
Les Schwab Group Holdings LLC	40200726761	101 016 542 30 48 00	ST-Repair & Maintenance	Backhoe Tire PW83	61188	$57.91
Les Schwab Group Holdings LLC	40200726761	410 016 531 10 48 00	SW - Repairs & Maintenance	Backhoe Tire PW83	61188	$57.92
					61188 Total	**$155.17**
Manus	062124 MANUS	001 007 558 50 49 00	PL-Miscellaneous	WACE Membership Dues Reimbusement	61189	$55.00
					61189 Total	**$55.00**
Millerstoultime	6252483886	101 016 544 90 31 02	ST-Operating Cost	Fluid Transfer Pump	61190	$224.04
Millerstoultime	6252483886	410 016 531 10 31 02	SW - Operating Costs	Fluid Transfer Pump	61190	$224.04
					61190 Total	**$448.08**
MissionSquare - 108991	6816833	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	61141	$502.96
					61141 Total	**$502.96**
MissionSquare - 307428	6759249	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	61142	$2,442.34
					61142 Total	**$2,442.34**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Monroe Correctional Complex	MCC2404-0054	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 04-2024	61191	$531.36
Monroe Correctional Complex	MCC2404-0054	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 04-2024	61191	$100.71
					61191 Total	**$632.07**
Nationwide Retirement Solution	6252024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	$6,477.43
					0 Total	**$6,477.43**
NorthSound Physical Therapy	062024 REFUND	001 013 582 10 00 00	Refund of Deposit	LS Physical Theraphy Suite E Security/Damage Deposit Refund	61192	$2,608.00
					61192 Total	**$2,608.00**
Office of the State Treasurer	06-2024 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 06-2024	61193	$12,113.07
Office of the State Treasurer	06-2024 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Remittance 06-2024	61193	$184.51
					61193 Total	**$12,297.58**
Ogden Murphy Wallace PLLC	892445	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 05-2024	61194	$15,999.00
Ogden Murphy Wallace PLLC	892445	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 05-2024 PRR	61194	$1,040.00
Ogden Murphy Wallace PLLC	892445	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 05-2024	61194	$33,982.50
					61194 Total	**$51,021.50**
PB Parent Holdco LP	PSI1308411	001 013 518 20 41 00	GG-Professional Service	Annual Fire Ext Certifications 10515-10519 20th St	61195	$590.78
					61195 Total	**$590.78**
Pitney Bowes Bank Inc	06-2024 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	61196	$83.26
Pitney Bowes Bank Inc	06-2024 POSTAGE	001 010 576 80 42 00	PK-Communication	Postage	61196	$5.49
Pitney Bowes Bank Inc	06-2024 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	61196	$309.11
Pitney Bowes Bank Inc	06-2024 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	61196	$0.55
Pitney Bowes Bank Inc	06-2024 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	61196	$0.55
					61196 Total	**$398.96**
Pitney Bowes Global Financial Services	3319215742	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental 04/23/24 - 07/22/24	61197	$13.25
Pitney Bowes Global Financial Services	3319215742	001 013 591 18 70 01	Lease Agreements	Postage Machine Rental 04/23/24 - 07/22/24	61197	$202.74
					61197 Total	**$215.99**
Precision Turf Equipment LLC	12088-58168	001 010 576 80 48 00	PK-Repair & Maintenance	Stihl FS94R Weedeater Maint	61198	$126.00
Precision Turf Equipment LLC	12088-58257	001 010 576 80 48 00	PK-Repair & Maintenance	Stihl FS250 Weedeater Maint	61198	$179.56
Precision Turf Equipment LLC	12088-58305	001 010 576 80 31 05	PK-R&M Supplies	Idler-Pulley/Flanged Nut - Riding Mower	61198	$65.45
					61198 Total	**$371.01**
Puget Sound Energy	200003723810 06-2024	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	61199	$103.15
Puget Sound Energy	200024316495 06-2024	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	61199	$28.28
Puget Sound Energy	200024316495 06-2024	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	61199	$28.29
Puget Sound Energy	200024316495 06-2024	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	61199	$28.29
Puget Sound Energy	220022339471 06-2024	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	61199	$277.91
Puget Sound Energy	220024770236 06-2024	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	61199	$108.22
Puget Sound Energy	220028663866 06-2024	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	61199	$251.29
					61199 Total	**$825.43**
Secure A Site Inc	JB815-24M06	001 010 576 80 41 00	PK-Professional Services	Fence Rental Oak Hill Park	61200	$93.78
					61200 Total	**$93.78**
Security Solutions Northwest Inc	362060	001 006 518 80 48 00	IT-Repair & Maintenance	Video Health Standard Monthly	61201	$240.41
					61201 Total	**$240.41**
Skyline Vinyl and Sign	1686	520 008 594 21 63 00	Vehicles - Capital Equip	Graphics Installed on PD Vehicle	61202	$1,803.45
					61202 Total	**$1,803.45**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	100792908	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	61203	$10.19
Snohomish County PUD	100792908	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	61203	$1,596.74
Snohomish County PUD	100792908	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	61203	$218.12
Snohomish County PUD	106252550	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	61203	$244.90
Snohomish County PUD	106252550	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	61203	$55.92
Snohomish County PUD	106252550	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	61203	$71.58
Snohomish County PUD	106252550	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	61203	$37.31
Snohomish County PUD	106252550	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	61203	$763.88
Snohomish County PUD	106252550	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	61203	$61.85
Snohomish County PUD	106252550	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	61203	$234.69
Snohomish County PUD	106252550	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	61203	$235.12
Snohomish County PUD	106252550	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	61203	$45.71
Snohomish County PUD	109540050	005 000 518 20 40 01	Rental Property Utilities	224091256 10515 20th St SE	61203	$250.32
Snohomish County PUD	109540050	005 000 518 20 40 01	Rental Property Utilities	224091256 10519 20th St SE	61203	$292.04
Snohomish County PUD	109541304	101 016 542 63 47 00	ST-Lighting - Utilities	223611120 Traffic Light	61203	$63.81
Snohomish County PUD	109541305	101 016 542 63 47 00	ST-Lighting - Utilities	223687294 Street Lights	61203	$39.58
Snohomish County PUD	109545967	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	61203	$61.85
Snohomish County PUD	109548678	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	61203	$109.39
Snohomish County PUD	109548678	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	61203	$80.86
Snohomish County PUD	112818173	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric	61203	$190.13
Snohomish County PUD	112821297	001 010 576 80 47 00	PK-Utilities	223973587 Sunset Park Electric	61203	$33.81
Snohomish County PUD	132630268	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	61203	$84.97
Snohomish County PUD	132633246	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	61203	$39.64
Snohomish County PUD	132635934	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	61203	$79.81
Snohomish County PUD	135935859	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	61203	$487.36
Snohomish County PUD	139140201	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	61203	$304.12
Snohomish County PUD	139140201	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	61203	$304.11
Snohomish County PUD	139140201	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	61203	$304.11
Snohomish County PUD	142464452	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	61203	$67.10
Snohomish County PUD	142464997	005 000 518 20 40 01	Rental Property Utilities	222450314 Commercial Bldg 1819 S Lake Stevens	61203	$729.03
					61203 Total	**$7,098.05**
Snohomish County PUD	145822877	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	61204	$53.39
Snohomish County PUD	155684419	001 010 576 80 47 00	PK-Utilities	223477167 Mill Spur Electric	61204	$74.61
Snohomish County PUD	155686276	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	61204	$62.40
Snohomish County PUD	155690439	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Row Club Electric/Water	61204	$176.78
Snohomish County PUD	155691611	001 010 576 80 47 00	PK-Utilities	223759374 Cedarwood Water	61204	$61.85
Snohomish County PUD	155692726	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	61204	$9.30
Snohomish County PUD	158866852	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	61204	$37.31
Snohomish County PUD	158870699	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	61204	$101.09
Snohomish County PUD	162024609	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Wtr/Electric 12308 17th Pl NE	61204	$131.36
Snohomish County PUD	162024610	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	61204	$243.57
Snohomish County PUD	162030868	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	61204	$88.38
Snohomish County PUD	162030868	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	61204	$88.36
Snohomish County PUD	162030868	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	61204	$88.35
Snohomish County PUD	165218850	001 010 576 80 47 00	PK-Utilities	222205049 Oak Park Electric	61204	$40.44
Snohomish County PUD	165219847	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	61204	$61.85
Snohomish County PUD	165219848	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	61204	$417.66
Snohomish County PUD	168364053	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	61204	$116.42
					61204 Total	**$1,853.12**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County Treasurer	06-2024 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 06-2024	61205	$180.77
					61205 Total	**$180.77**
Snohomish County Treasurer	FY2024 10519	306 013 594 18 60 00	FC - Gen Gov't Capital Outlays	Property Tax 10519 20th St SE	61206	$3,293.85
					61206 Total	**$3,293.85**
Snohomish Regional Fire & Rescue	Q2 2024 FIRE	633 000 589 30 00 02	Fire District Fee Remit	Q2 2024 Fire Fees	61207	$6,365.00
					61207 Total	**$6,365.00**
Sound Publishing Inc	EDH996630	001 013 518 30 41 01	GG-Advertising	RFP Dark Fiber	61208	$51.84
Sound Publishing Inc	EDH997826	001 013 518 30 41 01	GG-Advertising	CC Special Meeting	61208	$43.12
					61208 Total	**$94.96**
Sound Safety Products Co Inc	2728/1	101 016 542 90 31 01	ST-Clothing	PW Uniform Return Credit Inv #599843/1	61209	($237.34)
Sound Safety Products Co Inc	614308/1	410 016 531 10 31 00	SW - Clothing	PW Uniform Return Credit Inv #599843/1	61209	($203.80)
Sound Safety Products Co Inc	614782/1	101 016 542 90 31 01	ST-Clothing	PW Uniform Return Credit Inv #599843/1 - B Connolly	61209	($345.99)
Sound Safety Products Co Inc	620878/1	101 016 542 90 31 01	ST-Clothing	Pants - O Dittrick	61209	$450.52
Sound Safety Products Co Inc	621171/1	410 016 531 10 31 00	SW - Clothing	Jacket/Pants/Rain Boots - D Mathis	61209	$409.87
Sound Safety Products Co Inc	621184/1	410 016 531 10 31 00	SW - Clothing	Boots - D Mathis	61209	$246.17
Sound Safety Products Co Inc	K14782/1	101 016 542 90 31 01	ST-Clothing	Pants - B Connolly	61209	$131.86
Sound Safety Products Co Inc	K14783/1	101 016 542 90 31 01	ST-Clothing	Pants - B Connolly	61209	$263.72
Sound Safety Products Co Inc	K21171/1	410 016 531 10 31 00	SW - Clothing	Pants - D Mathis	61209	$98.89
					61209 Total	**$813.90**
Sound Security Inc	1137745	001 010 576 80 41 00	PK-Professional Services	Access Monitoring Lundeen Park	61210	$21.62
Sound Security Inc	1137745	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	61210	$300.94
Sound Security Inc	1137745	001 010 576 80 41 00	PK-Professional Services	Intrusion Monitoring Eagle Ridge	61210	$134.61
Sound Security Inc	1137745	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	61210	$644.87
Sound Security Inc	1137745	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	61210	$616.42
Sound Security Inc	1137745	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	61210	$300.94
Sound Security Inc	1137745	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	61210	$300.94
Sound Security Inc	1139402	001 013 518 20 31 00	GG-Operating Costs	Prox Cards for PW	61210	$120.23
					61210 Total	**$2,440.57**
Sprague Pest Solutions	5462849	001 012 575 51 40 00	CS-Grimm House - Services	Pest Control - Grimm House	61211	$105.20
Sprague Pest Solutions	5462850	101 016 542 30 41 02	ST-Professional Service	Pest Control - PW Shop	61211	$93.18
Sprague Pest Solutions	5462850	410 016 531 10 41 01	SW - Professional Services	Pest Control - PW Shop	61211	$93.18
Sprague Pest Solutions	5462851	001 013 518 20 41 00	GG-Professional Service	Pest Control - CH	61211	$138.26
Sprague Pest Solutions	5462909	001 013 518 20 41 00	GG-Professional Service	Pest Control - VIC	61211	$95.64
Sprague Pest Solutions	5462910	001 013 518 20 41 00	GG-Professional Service	Pest Control - VIC	61211	$191.28
Sprague Pest Solutions	5462911	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	61211	$95.64
Sprague Pest Solutions	5462912	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	61211	$191.28
					61211 Total	**$1,003.66**
Springbrook Nursery & Trucking Inc	364096	101 016 544 90 31 02	ST-Operating Cost	Dump Fees - Brush/Stumps	61212	$40.00
					61212 Total	**$40.00**
Statistical Research Inc	2024-383	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Archaeological Survey	61213	$1,487.50
					61213 Total	**$1,487.50**
Steffins	061724 STEFFINS	001 013 582 10 00 00	Refund of Deposit	LS24-Steffins_6-15 Mill Deposit Refund	61214	$300.00
					61214 Total	**$300.00**
Stevens	062024 BSTEVENS	001 004 514 23 43 00	FI-Travel & Meetings	ICMA Conf Flight Reimbursement	61215	$484.20
					61215 Total	**$484.20**
Summit Law Group PLLC	154760	001 005 518 10 41 00	HR-Professional Services	Bargaining Labor Matters 05-2024	61216	$5,630.00
Summit Law Group PLLC	154760	001 011 515 41 41 03	Ext Consult - Labor Relations	Bargaining Labor Matters 05-2024	61216	$2,843.50
					61216 Total	**$8,473.50**
Sunbelt Rentals Inc	154621956-0001	410 016 531 10 45 01	SW - Rentals-Leases	Manlift Rental	61217	$1,043.50
					61217 Total	**$1,043.50**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
TranTech Engineering LLC	2024012-02	411 016 594 31 60 05	Catherine Creek/36th St Bridge	36th St NE/Ctaherine Creek Bridge Repair	61218	$8,995.93
					61218 Total	**$8,995.93**
Trevor Justin Government Relations	19	001 013 511 70 40 00	Lobbying Services	Lobbying Services 05-2024	61219	$5,129.98
					61219 Total	**$5,129.98**
ULINE	178729903	101 016 544 90 31 02	ST-Operating Cost	Trash Can Liners/Toilet Paper/Cleaner	61220	$822.69
ULINE	179077337	101 016 544 90 31 02	ST-Operating Cost	Drum Fans (3)/Face Respirators/Goggles	61220	$2,504.82
ULINE	179368892	101 016 544 90 31 02	ST-Operating Cost	Velcro Straps/Cafe Tables/Fire Ext & Cabinet/Liners	61220	$821.70
ULINE	179368892	410 016 531 10 31 02	SW - Operating Costs	Velcro Straps/Cafe Tables	61220	$196.64
ULINE	179681378	101 016 544 90 31 02	ST-Operating Cost	Toilet Paper/Urinal Screen/Soap/Cleaner/Paper Towels	61220	$750.55
ULINE	179688241	410 016 531 10 31 02	SW - Operating Costs	Flexible Guide Posts/Trash Can	61220	$956.04
					61220 Total	**$6,052.44**
United Rentals North America Inc	234966175-001	101 016 542 30 45 00	ST-Rentals-Leases	Boom Rental	61221	$1,625.90
					61221 Total	**$1,625.90**
UPS	0000074Y42234	001 008 521 20 42 00	LE-Communication	Evidence Shipping	61222	$2.11
					61222 Total	**$2.11**
Washington State Support Registry	6252024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	$843.45
					0 Total	**$843.45**
Willards Pest Control Co	436297	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	61223	$160.39
Willards Pest Control Co	436298	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	61223	$85.53
					61223 Total	**$245.92**
WR Lake Stevens LLC	05-2024 CITY	001 002 513 11 41 00	AD-Professional Services	Car Washes for Admin Vehicles	61224	$20.00
WR Lake Stevens LLC	05-2024 CITY	001 005 518 10 41 00	HR-Professional Services	Car Washes for HR Vehicles	61224	$20.00
WR Lake Stevens LLC	05-2024 CITY	001 007 559 30 48 00	PB-Repair & Maintenance	Car Washes for Building Vehicles	61224	$80.00
WR Lake Stevens LLC	05-2024 CITY	001 010 576 80 41 00	PK-Professional Services	Car Washes for Parks Vehicles	61224	$60.00
WR Lake Stevens LLC	05-2024 CITY	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles	61224	$60.00
WR Lake Stevens LLC	05-2024 CITY	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles	61224	$60.00
					61224 Total	**$300.00**
Zachor Stock & Krepps Inc PS	24-LKS-0006	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services	61225	$14,865.76
					61225 Total	**$14,865.76**
Zero9 Solutions	4963-B2B	001 008 521 20 31 01	LE-Fixed Minor Equipment	Portable Radios/Flashlight Cases/PepperSpray Case	61226	$1,123.65
					61226 Total	**$1,123.65**
Ziply Fiber	06-2024 ZIPLY COMM	005 000 518 20 40 01	Rental Property Utilities	Telephone Services 10515 20th St	61227	$81.28
					61227 Total	**$81.28**
Zoom Video Communications Inc	INV259432287	001 013 518 20 41 00	GG-Professional Service	Webinar Monthly Fee	61228	$86.35
					61228 Total	**$86.35**

CITY COUNCIL STAFF REPORT

Agenda Date: 7/9/2024

Subject: Kroger Opioid Settlement Participation

Contact Person/Department: Barb Stevens, Finance

Budget Impact: Opioid Settelment funds will increase.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:
Authorize the Mayor to sign the Settlement Participation Form and any related documents to join the Kroger Opioid Settlement, when available.

SUMMARY/BACKGROUND:
Across the nation, there have been multiple lawsuits against the manufacturers and distributors of opioid drugs (e.g., OxyContin). The central claim in these opioid lawsuits is that drug manufacturers and distributors improperly marketed and distributed opioids, leading to the deaths of hundreds of thousands of Americans and costs to governments dealing with the impacts of drug addiction. Since 2022, the State of Washington has reached multiple settlements with distributors and pharmacies.

The state recently entered into an opioid settlement with Kroger that the City and other eligible Washington counties and cities can join. As with the prior distributor settlement and Pharmacy & Manufacturer Settlements, this new settlement is contingent on eligible cities and counties joining the settlement. The deadline to sign on is August 12, 2024. If not enough cities and counties join, the settlement is void. An email will soon be sent with a link to the Participation Form that the Mayor will need to sign.

If all eligible local governments join, as they did for prior settlements, the local government share will be $23.75 million, payable over 11 years. The City's allocation share will be the same as past settlements as listed on the One Washington MOU. Based on our allocation, we estimate 11 annual payments of approximately $2,500. With the addition of the Kroger Settlement, we estimate that the city will receive

$158,000 in 2024 (see table below). These are estimates as the calculations are quite complex, and some settlements pay multiple distributions per year.

$ 36,894.14	Walmart Payment 1 (One time payment)
$ 4,210.86	Allergan Payment 1
$ 4,689.10	CVS Payment 1
$ 3,799.88	TEVA Payment 1
$ 5,424.68	Walgreens Payment 1
$ 3,649.24	Walgreens Payment 2
$ 6,264.80	Distribution Payment 7 (partial prepayment)
$ 76,285.36	J&J Payment
$ 141,218.46	**Total**
$14,233.40	Distribution Payment 4
$ 2,500.00	Kroger Payment 1 (Estimated)
$157,951.46	**Estimated to collect in 2024**

The Participation Form (Exhibit B of the settlement agreement) requires the local governments to abide by the terms of the settlement agreement. Exhibit H of the settlement agreement is the "One Washington Memorandum of Understanding between the Washington Municipalities," which explains the apportionment of the settlement proceeds between the state and local governments. The City of Lake Stevens apportionment remains at 0.1385202891% less an administrative fee of approximately 0.015%.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Kroger Allocaton Agreement III
2. Kroger-Ex.-K-Subdivision-Participation-Form

WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF OPIOID SETTLEMENT FUNDS PAID BY KROGER

JUNE 28, 2024

This Washington State Allocation Agreement Governing the Allocation of Opioid Settlement Funds Paid by Kroger (the "Allocation Agreement III") governs the distribution of funds obtained from the Kroger Co. ("Kroger") in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State ("Local Governments") against Kroger via the Kroger Settlement Agreement dated March 22, 2024 ("Settlement"). The Settlement can be accessed at https://nationalopioidsettlement.com/. The terms and definitions of the Settlement are incorporated into this Allocation Agreement III, and any undefined terms in this Allocation Agreement III are as defined in the Settlement.

1. This Allocation Agreement III is intended to be a State-Subdivision Agreement as defined in the Settlement. This Allocation Agreement III shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlement.

2. This Allocation Agreement III shall become effective only if all of the following occur:

   A. The State of Washington joins the Settlement and becomes a Settling State as provided for in the Settlement.

   B. The Settlement becomes final and effective and a Consent Judgment is filed and approved as provided for in the Settlement.

   C. The number of Local Governments that execute and return this Allocation Agreement III satisfies the participation requirements for a State-Subdivision Agreement as specified in the Settlement.

3. *Requirements to become a Participating Local Government*. To become a Participating Local Government that can participate in this Allocation Agreement III, a Local Government must do all of the following:

   A. The Local Government must execute and return this Allocation Agreement III.

   B. The Local Government must release its claims against Kroger identified in the Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form, which is Exhibit K of the Settlement.

   C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss Kroger with prejudice from their lawsuits.

D. Each of the Local Governments that is eligible to participate in this Allocation Agreement III has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement III, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement III for the Settlement.

A Local Government that meets all of the conditions in this paragraph shall be deemed a "Participating Local Government."

4. This Allocation Agreement III applies to the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount, which collectively shall be referred to as the "Washington Abatement Amount." As specified in the Settlement, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

5. This Allocation Agreement III does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlement to the State of Washington ("State's Fees and Costs").

6. This Allocation Agreement III and the MOU are a State Back-Stop Agreement. Kroger is paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlement. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlement, the MOU, and this Allocation Agreement III combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Settlement, then the maximum that the firm can receive is $150,000 for fees as to the Kroger Settlement.)

7. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 5 and 9 of this Allocation Agreement III shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 11 of this Allocation Agreement III and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.

8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlement, except as allowed by the Settlement.

9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:

   A. Fifty percent (50%) to the State of Washington ("State Share").

   B. Fifty percent (50%) to the Participating Local Governments ("LG Share").

10. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU as amended and modified in this Allocation Agreement III.

11. For purposes of this Allocation Agreement III only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

   A. Exhibit A of the MOU is replaced by Exhibit E of the Settlement.

   B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in the Settlement and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue Kroger in 2023 after the release of updated ARCOS data.

   C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlement.

   D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlement.

   E. The MOU is amended to add new Section C.4.g.vIII, which provides as follows:

> "If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the Settlement, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel ("Regional OAC") as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IIIi of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local

Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension."

F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022). All amounts that the City of Seattle has contributed to the GFF shall be returned to the City of Seattle by the Settlement Administrator rather than paid to Hagens Berman Sobol Shapiro LLP.

G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.

H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the Settlement) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Settlement, then the maximum that the firm can receive is $150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlement, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement III shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlement.

J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.

K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement III apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.

12. In connection with the execution and administration of this Allocation Agreement III, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*

13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement III as well as the receipt and expenditure of the funds from the Settlement for no less than five (5) years.

14. If any party to this Allocation Agreement III believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlement has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.

15. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (III) that

pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by Kroger is subject to the requirements of the MOU and this Allocation Agreement III.

16. Upon request by Kroger, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Settlement.

17. Venue for any legal action related to this Allocation Agreement III (separate and apart from the MOU or the Settlement) shall be in King County, Washington.

18. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement III have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement III.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: 6-28-2024

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: ______________________________

Authorized signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT 1

<u>One Washington Memorandum of Understanding Between Washington Municipalities</u>

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "Allocation Regions" are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.

2. "Approved Purpose(s)" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.

4. "Litigating Local Government(s)" shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The "Washington State Accountable Communities of Health" or "ACH" shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the "County Total" line item in Exhibit B. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

i. Developing a methodology for obtaining proposals for use of Opioid Funds.

ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.

iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.

iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.

v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.

vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:

(i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
(ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
(iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.

iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.

v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.

vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.

vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq*. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq*.

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments' private counsel's representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit "tax" imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP ("Common Benefit Tax"). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of ___________________, 2022 by:

____

Name & Title ____________________________________

On behalf of _____________________________________

4894-0031-1574, v. 2

EXHIBIT A

O P I O I D   A B A T E M E N T   S T R A T E G I E S

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

    a. Medication-Assisted Treatment (MAT);

    b. Abstinence-based treatment;

    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. **PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

   a. Increase the number of prescribers using PDMPs;

   b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

   c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

   a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
Adams County		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
Asotin County		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
Benton County		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
Chelan County		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
Clallam County		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
Clark County		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
Columbia County		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
Cowlitz County		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
Douglas County		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
Ferry County		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Franklin County		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
Garfield County		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
Grant County		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Grays Harbor County		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
Island County		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
Jefferson County		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Kitsap County		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
Kittitas County		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
Klickitat County		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
Lewis County		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

*** - Local Government appears in multiple counties B-6

EXHIBIT B

County	Local Government	% Allocation
Lincoln County		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
Mason County		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
Okanogan County		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
Pacific County		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Pend Oreille County		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
Pierce County		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
San Juan County		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties B-8

EXHIBIT B

County	Local Government	% Allocation
Skagit County		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
Skamania County		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
Snohomish County		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Spokane County		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
Stevens County		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
Thurston County		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
Wahkiakum County		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties B-10

EXHIBIT B

County	Local Government	% Allocation
Walla Walla County		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
Whatcom County		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
Whitman County		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties   B-11

EXHIBIT B

County	Local Government	% Allocation
Yakima County		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

CITY COUNCIL STAFF REPORT

Agenda Date: 7/9/2024

Subject: 2024 Budget Amendment No. 2

Contact Person/Department: Barb Stevens, Finance

Budget Impact: The budget ordinance will amend revenues, expenditures, and ending balances in the funds set forth in the ordinance and amend the 2024 organizational chart.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:
ADOPT: Ordinance No. 1187 Amending Budget Ordinance No. 1173 and 1182 and the 2024 Organizational Chart.

SUMMARY/BACKGROUND:

Throughout the year, the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award.

Proposed amendments are based on changes in estimates, or other obligations related to grants, previously approved projects or new requests.

NO CHANGES HAVE BEEN MADE SINCE PRESENTED TO THE CITY COUNCIL ON JULY 2ND.

Summary of Ordinance 1187 - Amendment #2 to the 2024 Budget - CITYWIDE

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2024 Original Budget - 1173	$55,500,213	$45,059,504	$55,341,075	$45,218,642
Budget Amendment #1 - 1182	$11,813,358	$23,220,722	$39,972,526	$657,475
Budget Amendment #2 - 1187	$ -	$1,279,575	$622,100	$657,475
Totals	**$67,313,571**	**$69,559,801**	**$95,935,701**	**$40,937,671**

Summary of Ordinance 1187 – Amendment #1 to 2024 Budget by FUND

Fund #	Fund Name	Change in Beginning Balance	Change in Resources	Change in Expenditures	Change in Ending Balance
001	General	$0	$443,000	$501,380	($58,380)
101	Street	$0	$10,000	$2,140	$7,860
111	Drug Seizure & Forfeiture	$0	$1,389	$0	$1,389
120	Transportation Benefit Fund	$0	$57,000	$100,000	($43,000)
216	2024A LTGO Bond - City Campus	$0	$5,000	$0	$5,000
301	Cap. Proj.-Dev. Contrib.	$0	$134,850	$0	$134,850
302	Park Mitigation	$0	$40,000	$0	$40,000
303	REET 1	$0	$125,000	$0	$125,000
304	REET 2	$0	$105,000	$0	$105,000
305	Downtown Redevelopment	$0	$20,000	$0	$20,000
307	Infrastructure Capital Project	$0	$197,870	$0	$197,870
309	Sidewalk Capital Project	$0	$10,000	$0	$10,000
410	Storm and Surface Water	$0	$0	$3,580	($3,580)
411	Storm Water Capital	$0	$110,000	$0	$110,000
501	Unemployment	$0	$0	$15,000	($15,000)
510	Equipment Fund - Computers	$0	($4,500)	$0	($4,500)
515	Equipment Fund - Vehicles	$0	$1,500	$0	$1,500
520	Equipment Fund-Police	$0	$15,466	$0	$15,466
530	Equipment Fund-PW	$0	$8,000	$0	$8,000
	Total	**$0**	**$1,279,575**	**$622,100**	**$657,475**

Staffing

As authorized by the City Council on July 2nd, this amendment includes the reorganization of the Public Works Department to include a Facilities Division and reclassifies the staff positions related to the new division. These changes are reflected in the amended 2024 Organizational Chart. Due to expected salary savings, no amendment to the expenditure budget is needed for this reorganization at this time.

APPLICABLE CITY POLICIES:

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

ATTACHMENTS:

1. Ordinance No. 1187 - Budget Amendment #2
2. 2024 Budget Amendment #2 - Organizational Chart

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 1187

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2024 BUDGET AS SET FORTH IN ORDINANCE NO. **1173** AND AS AMENDED IN ORDINANCE NO. **1182** CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2024; PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens adopted the 2024 budget pursuant to Ordinance No. 1173 and amended the budget in Ordinances 1182; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2024 budget; and

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

SECTION 1. The 2024 budget, as adopted in Ordinance No. 1173 and as amended in Ordinance 1183, is hereby amended as follows:

Fund	***Description***	***Current Budget***	***Amended Budget***	***Amount of Inc/(Dec)***	***ExpRev***
001 - General	Revenues	$22,543,228	$22,986,228	$443,000	Rev.
001 - General	Expenditures	$30,628,692	$31,130,072	$501,380	Exp.
001 - General	Ending Fund Balance	$16,873,472	$16,815,092	($58,380)	EndBal.
101 - Street	Revenues	$3,428,448	$3,438,448	$10,000	Rev.
101 - Street	Expenditures	$4,260,058	$4,262,198	$2,140	Exp.
101 - Street	Ending Fund Balance	$1,722,437	$1,730,297	$7,860	EndBal.
111 - Drug Seizure & Forfeiture	Revenues	$1,611	$3,000	$1,389	Rev.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	$40,803	$42,192	$1,389	EndBal.
120 - Transportation Benefit	Revenues	$1,703,000	$1,760,000	$57,000	Rev.
120 - Transportation Benefit	Expenditures	$1,649,100	$1,749,100	$100,000	Exp.
120 - Transportation Benefit	Ending Fund Balance	$960,794	$917,794	($43,000)	EndBal.
216 - 2024A LTGO Bond - CC	Revenues	$573,548	$578,548	$5,000	Rev.
216 - 2024A LTGO Bond - CC	Ending Fund Balance	$154,999	$159,999	$5,000	EndBal.
301 - Cap. Proj - Dev. Contrib.	Revenues	$870,150	$1,005,000	$134,850	Rev.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	$2,798,585	$2,933,435	$134,850	EndBal.
302 - Park Mitigation	Revenues	$4,749,941	$4,789,941	$40,000	Rev.
302 - Park Mitigation	Ending Fund Balance	$955,796	$995,796	$40,000	EndBal.
303 - Cap. Imp. - REET I	Revenues	$1,025,000	$1,150,000	$125,000	Rev.
303 - Cap. Imp. - REET I	Ending Fund Balance	$7,432,826	$7,557,826	$125,000	EndBal.
304 - Cap. Imp. - REET II	Revenues	$4,334,409	$4,439,409	$105,000	Rev.
304 - Cap. Imp. - REET II	Ending Fund Balance	$3,267,843	$3,372,843	$105,000	EndBal.
305 - Downtown Redevelopment	Revenues	$5,000	$25,000	$20,000	Rev.
305 - Downtown Redevelopment	Ending Fund Balance	$1,329	$21,329	$20,000	EndBal.
307 - Infrastructure Capital Project	Revenues	$3,363,875	$3,561,745	$197,870	Rev.
307 - Infrastructure Capital Project	Ending Fund Balance	$0	$197,870	$197,870	EndBal.
309 - Sidewalk Capital Projects	Revenues	$20,000	$30,000	$10,000	Rev.
309 - Sidewalk Capital Projects	Ending Fund Balance	$176,848	$186,848	$10,000	EndBal.

410 - Storm & Surface Water	Expenditures	$6,245,585	$6,249,165	$3,580	Exp.
410 - Storm & Surface Water	Ending Fund Balance	$1,096,767	$1,093,187	($3,580)	EndBal.
411 - Storm Water Capital	Revenues	$1,813,975	$1,923,975	$110,000	Rev.
411 - Storm Water Capital	Ending Fund Balance	$3,758,617	$3,868,617	$110,000	EndBal.
501 - Unemployment Fund	Expenditures	$15,000	$30,000	$15,000	Exp.
501 - Unemployment Fund	Ending Fund Balance	$25,409	$10,409	($15,000)	EndBal.
510 - Equip Fund - Computer	Revenues	$502,779	$498,279	($4,500)	Rev.
510 - Equip Fund - Computer	Ending Fund Balance	$113,127	$108,627	($4,500)	EndBal.
515 - Equip Fund - Vehicles CD	Revenues	$23,000	$24,500	$1,500	Rev.
515 - Equip Fund - Vehicles CD	Ending Fund Balance	$118,778	$120,278	$1,500	EndBal.
520 - Equip Fund - Police	Revenues	$354,534	$370,000	$15,466	Rev.
520 - Equip Fund - Police	Ending Fund Balance	$476,954	$492,420	$15,466	EndBal.
530 - Equip Fund - PW	Revenues	$346,325	$354,325	$8,000	Rev.
530 - Equip Fund - PW	Ending Fund Balance	$224,912	$232,912	$8,000	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 1173 and as amended in Ordinance 11shall remain in full force, unchanged.

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

PASSED by the City Council of the City of Lake Stevens this 9th day of July, 2024.

____
Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

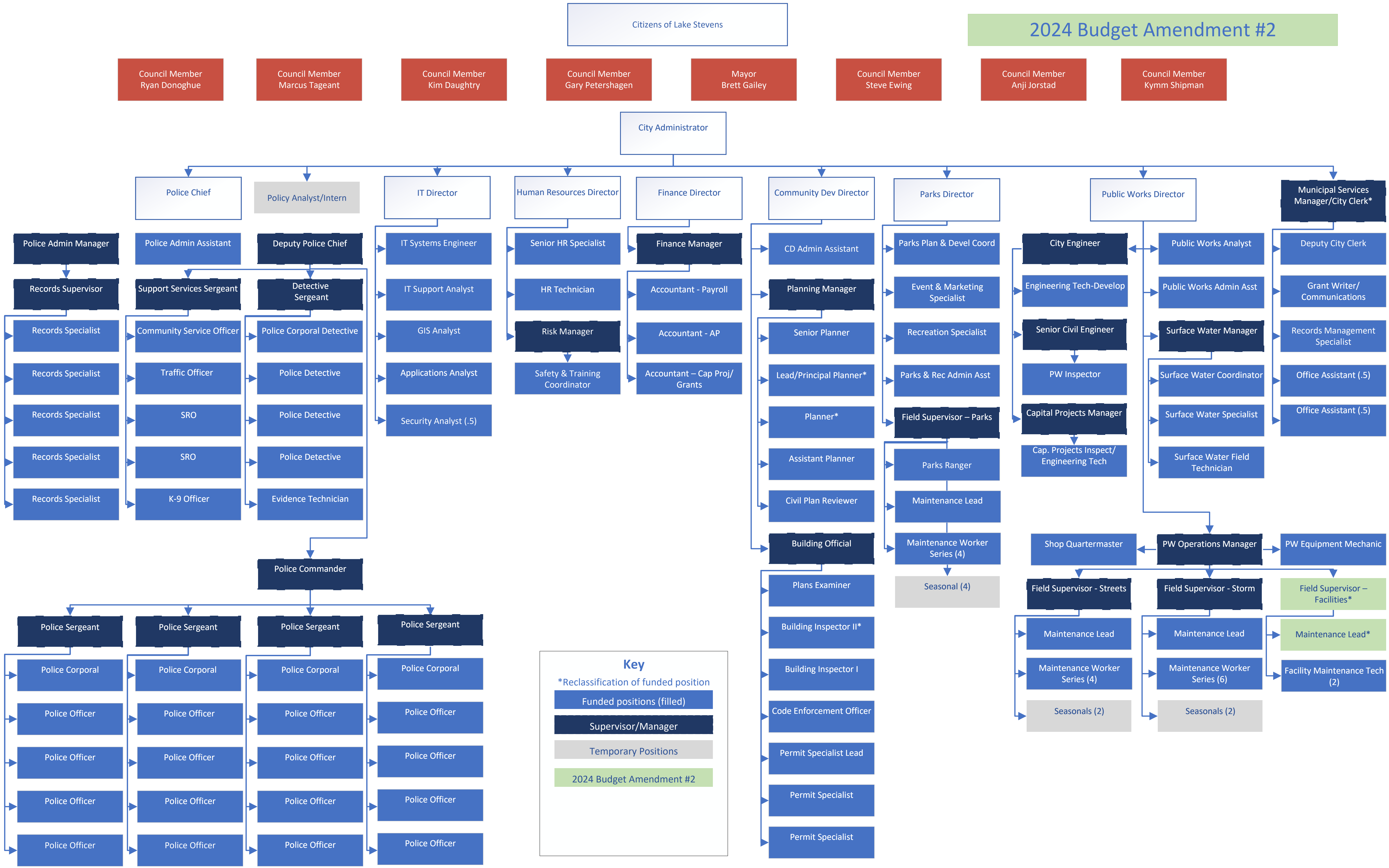
____
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

____
Greg Rubstello, City Attorney

Presented: July 2, 2024
Final Reading: July 9, 2024

Published:
Effective:


2024 Budget Amendment #2
Citizens of Lake Stevens
Council Member Ryan Donoghue
Council Member Marcus Tageant
Council Member Kim Daughtry
Council Member Gary Petershagen
Mayor Brett Gailey
Council Member Steve Ewing
Council Member Anji Jorstad
Council Member Kymm Shipman
City Administrator
Police Chief
Policy Analyst/Intern
IT Director
Human Resources Director
Finance Director
Community Dev Director
Parks Director
Public Works Director
Municipal Services Manager/City Clerk*
Police Admin Manager
Records Supervisor
Records Specialist
Records Specialist
Records Specialist
Records Specialist
Records Specialist
Police Admin Assistant
Support Services Sergeant
Community Service Officer
Traffic Officer
SRO
SRO
K-9 Officer
Deputy Police Chief
Detective Sergeant
Police Corporal Detective
Police Detective
Police Detective
Police Detective
Evidence Technician
Police Commander
Police Sergeant
Police Corporal
Police Officer
Police Officer
Police Officer
Police Officer
Police Sergeant
Police Corporal
Police Officer
Police Officer
Police Officer
Police Officer
Police Sergeant
Police Corporal
Police Officer
Police Officer
Police Officer
Police Officer
Police Sergeant
Police Corporal
Police Officer
Police Officer
Police Officer
Police Officer
IT Systems Engineer
IT Support Analyst
GIS Analyst
Applications Analyst
Security Analyst (.5)
Senior HR Specialist
HR Technician
Risk Manager
Safety & Training Coordinator
Finance Manager
Accountant - Payroll
Accountant - AP
Accountant – Cap Proj/ Grants
CD Admin Assistant
Planning Manager
Senior Planner
Lead/Principal Planner*
Planner*
Assistant Planner
Civil Plan Reviewer
Building Official
Plans Examiner
Building Inspector II*
Building Inspector I
Code Enforcement Officer
Permit Specialist Lead
Permit Specialist
Permit Specialist
Parks Plan & Devel Coord
Event & Marketing Specialist
Recreation Specialist
Parks & Rec Admin Asst
Field Supervisor – Parks
Parks Ranger
Maintenance Lead
Maintenance Worker Series (4)
Seasonal (4)
City Engineer
Engineering Tech-Develop
Senior Civil Engineer
PW Inspector
Capital Projects Manager
Cap. Projects Inspect/ Engineering Tech
Public Works Analyst
Public Works Admin Asst
Surface Water Manager
Surface Water Coordinator
Surface Water Specialist
Surface Water Field Technician
Shop Quartermaster
PW Operations Manager
PW Equipment Mechanic
Field Supervisor - Streets
Maintenance Lead
Maintenance Worker Series (4)
Seasonals (2)
Field Supervisor - Storm
Maintenance Lead
Maintenance Worker Series (6)
Seasonals (2)
Field Supervisor – Facilities*
Maintenance Lead*
Facility Maintenance Tech (2)
Deputy City Clerk
Grant Writer/ Communications
Records Management Specialist
Office Assistant (.5)
Office Assistant (.5)
Key
*Reclassification of funded position
Funded positions (filled)
Supervisor/Manager
Temporary Positions
2024 Budget Amendment #2

CITY COUNCIL STAFF REPORT

Agenda Date: 7/9/2024

Subject: Real Estate Services

Contact Person/Department: Russ Wright, Barb Stevens, Community Development

Budget Impact: Revenue from sales and broker commission

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:
Authorize the mayor to execute a professional agreement and exclusive listing agreement with NAI Puget Sound Properties to sell surplus city properties.

SUMMARY/BACKGROUND:
The city has deemed several properties as surplus over the years. The City Council has expressed an interest in using a real estate broker to help sell these properties. As a starting point, the city reviewed the MRSC roster for real estate services, which yielded eight candidate firms. After reviewing the Statements of Qualification, none of the firms provided direct real estate sales services as desired. The services provided ranged from market analysis, appraisal services and timber sales. The city has selected NAI Puget Sound Properties (NAI) to perform this task subject to City Council approval. Blake Stedman would act as the primary broker and contract manager. The city has used Blake as a consultant for real estate and property management in the past. NAI brings a team with marketing expertise, experienced commercial and residential realtors and extensive knowledge of the region and Lake Stevens Market as demonstrated in their marketing proposal (Attachment 1). NAI would set fair market value for properties based on market research of comparable sales and would negotiate sales on the city's behalf. The City Council would approve any offers. The City Council approval is required because broker fees will likely exceed the administrative contract authority established under the city's procurement policy for professional services. Staff estimates broker commissions will be approximately $300,000 for the sale of all properties. Revenue from property sales would be used to help fund capital projects.

APPLICABLE CITY POLICIES:
Procurement Policy - Section XV and Chapter 2.98 Sale and Disposition of City-Owned Real Property

ATTACHMENTS:
1. Att.1 Lake Stevens Listing Proposal

LISTING PROPOSAL

City of Lake Stevens

BLAKE STEDMAN
+1 425 586 5621
bstedman@nai-psp.com

NAI Puget Sound Properties

NAI Puget Sound Properties

Portfolio Overview Lake Stevens Land

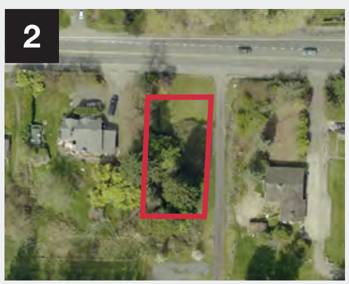
Pricing is estimated to be **approximately $35 per foot**, subject to adjustment based on each of the site conditions.

1

2008 71 Drive SE

Parcel #	00604200000200
Zoning	R6
Property	3-bedroom house
Lot Size	0.68 acres / 32,003 SF
Notes	Needs title research on house and easement as house appears to cross property line.

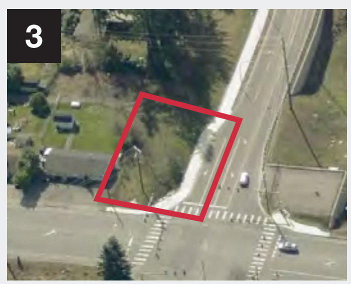
2



72XX 20th Street SE

Parcel #	29052600207800
Zoning	Mixed-Use
Lot Size	0.22 acres / 9,459 SF
Notes	Appears to share an access easement with property south.

3



9106 20th Street SE

Parcel #	00473400000400
Zoning	Commercial District
Lot Size	0.25 acres / 10,796 SF
Notes	PUD power easement at front (need to verify extent), sell with 9105 21st Ave SE, verify if dedication has taken place.

4

9105 21st Ave SE

Parcel #	00473400000500
Zoning	Commercial District
Lot Size	0.31 acres / 13,528 SF
Notes	Sell with 9106 20th Street SE, verify if dedication has taken place.

5

14 & 26 99th Ave SE

Parcel #	00493400500403 00493400500302
Zoning	Commercial District
Lot Size	0.68 acres / 32,003 SF
Notes	Recent CA study / needs property line adjustments.

Interest & Strategy

NAI-PSP is committed to aligning with the City of Lake Stevens' vision for a thriving, diversified economic and business climate. Our approach is designed to ensure that the properties we sell contribute positively to the city's long-term growth, aligning with the city's strategy to create a vibrant community where people can live, work, and play.

Alignment with Citywide Strategy

1. 91st Ave NE Revitalization Plan

    - Creating an Inviting "Main Street": We are dedicated to attracting buyers who will contribute to the development of a main street shopping district. Our marketing efforts will target developer with a vision to enhance the retail core and integrate seamlessly with surrounding residential areas.

    - Pedestrian-Oriented Streetscape: The properties we list will prioritize buyers interested in developing pedestrian-friendly spaces. We agree that promoting features such as wider sidewalks, seating, improved lighting, and public art to prospective buyers would be ideal.

    - Multi-Modal Accessibility: We will emphasize the importance of accommodating bikes and vehicles in our property offerings, ensuring that buyers/developers understand and commit to enhancing the corridor's accessibility.

    - Low Impact Design: Prospective buyers will be informed of the city's emphasis on low impact stormwater design, encouraging sustainable development practices that filter runoff from impervious surfaces.

2. 2022 Retail Strategies

    - Diversified Economic Growth: We will seek developers from various commercial sectors to ensure a diversified economic base. This approach will support the city's goal of a lively, active business climate.
    - Community Engagement: Through collaboration with local stakeholders, we will gather input to ensure that the businesses we attract meet the preferences and needs of Lake Stevens' residents and visitors.

Supporting Reports and Findings

We will use the city's reports and findings to guide our strategy:

- Enhanced Accessibility: Leveraging the new interchanges along Highway 9 and 204, we will promote site developments that benefit from improved accessibility, ensuring ease of access for businesses, residents, and visitors.

- Improved Appearance: We will focus on developers that have the potential to enhance the area's appearance, aligning with the city's efforts to create attractive and functional spaces.

Engagement and Feedback

We will use the city's reports and findings to guide our strategy:

- Community Surveys: We are committed to actively participating in the city's survey efforts during the conceptual design phase. By collecting and incorporating feedback from business owners and consumers, we will ensure that our property offerings meet community needs and preferences.

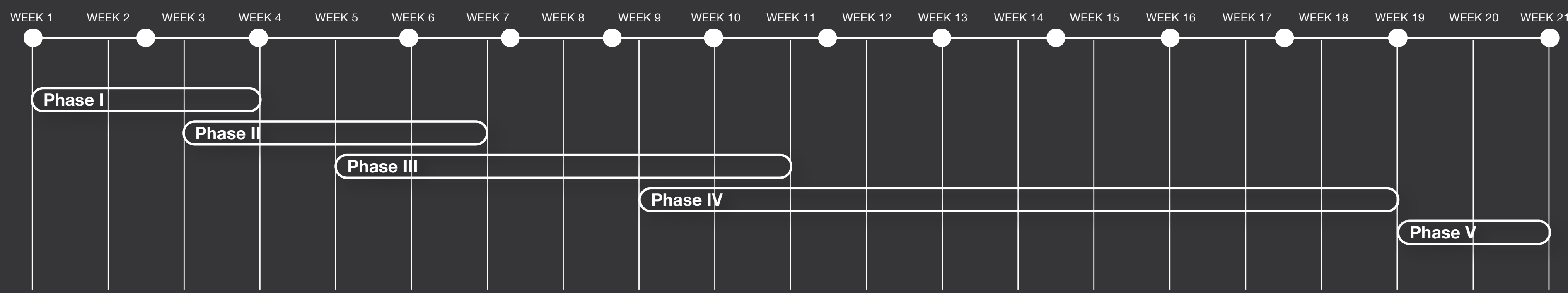
Experienced Advocacy

Blake Stedman has been collaborating with the City of Lake Stevens for the past three years. During this time, he has become the go-to resource for the city due to his deep understanding of its goals and vision. Blake will continue to advocate for the city's interests, ensuring that all property sales align with the city's strategic objectives and support its economic development plans.

Conclusion

Our goal is to be a proactive partner in the City of Lake Stevens' growth. By aligning our property sales with the city's strategic goals, we aim to contribute to a vibrant, sustainable, and economically diverse community. We look forward to working closely with the city and its stakeholders to realize this vision.

Marketing Timeline



Phase I

Pre
Marketing

- Execute Exclusive Listing Agreement
- Gather Due Diligence Information
- Create Rough Draft of Short Form Brochure
- Create Rough Draft of Development Offering Memorandum
- Establish Initial Contact List
- Create Internet Based Marketing Materials (Buildout, CoStar, CBA, Crezi, and Craigslist)

Phase II

Initial
Marketing

- Publish Short Form Brochure
- Distribute Executive Summaries and/or Brochures to Initial Contact List
- Publish Development Offering Memorandum
- When appropriate, access additional buyer lists for distribution

Phase III

Prospect Solicitation &
Comprehensive Marketing

- Initiate Full Exposure to All Parties
- Distribute Development Offering Memorandums to All Qualified Parties
- Conduct Property Tours
- Identify crucial issues from buyer's perspective
- Assist with Potential Buyer Underwriting
- Collect All Initial Offers
- Identify Key Dates
- Select Buyer

Phase IV

Due Diligence
& Feasibility

- Negotiate Purchase and Sale Agreement
- Execute Purchase and Sale Agreement
- Open Escrow
- Order title report
- Earnest money deposited
- Confirmation of Key Dates
- Distribute Due Diligence Documentation
- Coordinate and Conduct Site Inspections
- If a developer is selected as the buyer or ground lessee, the Due Diligence & Feasibilty period would increase to 18-24+ months

Phase V

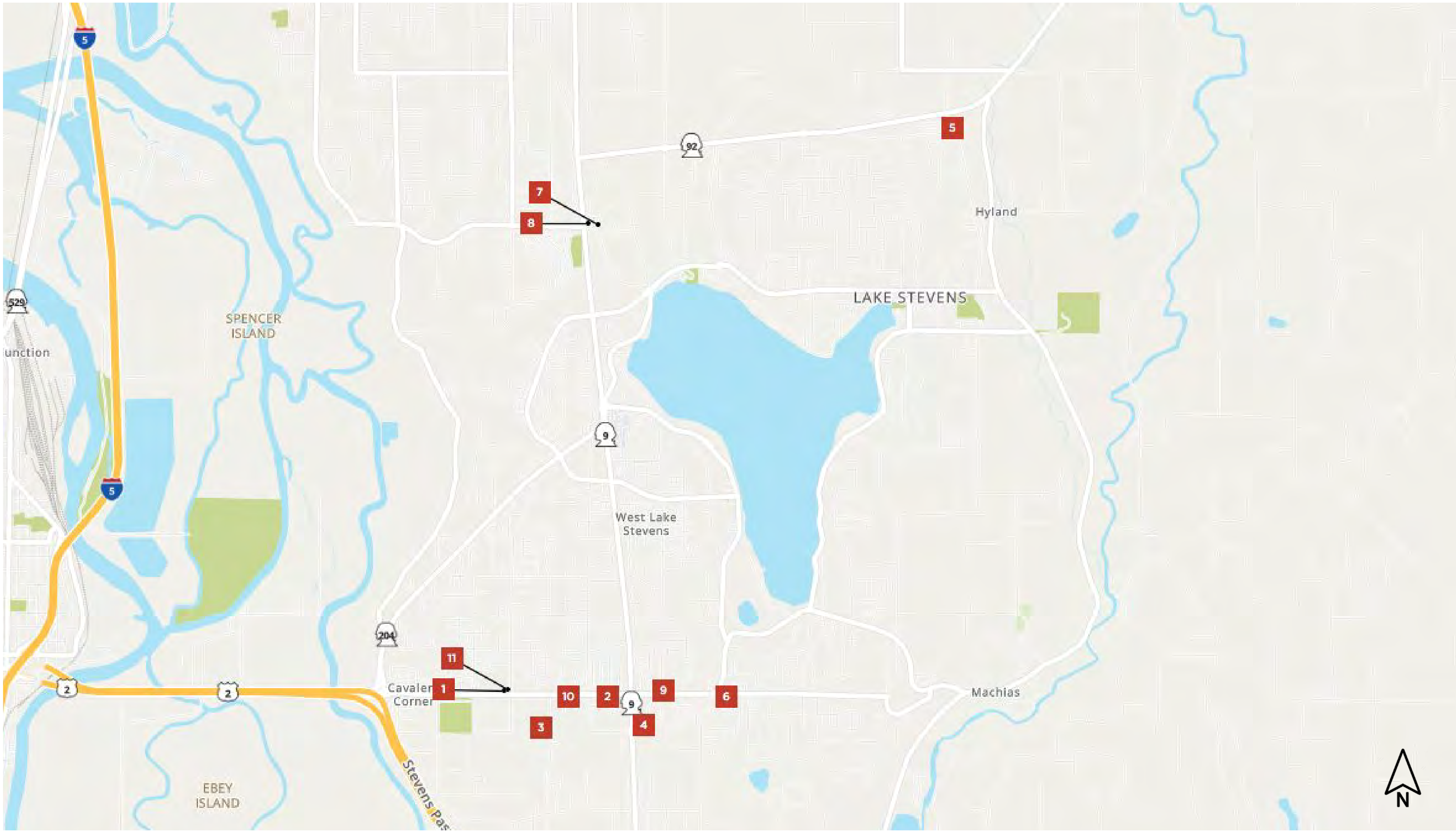
Closing

- Resolve Title Issues (If required)
- Remove all Contingencies within Escrow, Including Financing
- Finalize Pro-Rations
- Review Settlement Statement with Escrow Officer
- Confirm Transfer of Funds
- Close Escrow

Sold Land Comparables

	Address	Status	Floor/Suite	Land	Building SF	Available SF	Price
1	8211 20th St SE	Land For Sale		0.45 Acres		19,602 SF	$985,000.00
2	9306 20th St SE	Land For Sale		0.40 Acres	1,888 SF		$499,000.00
3	2304 87th Ave SE	Land Sold		1.88 Acres			$275,000.00
4	9705 S Lake Stevens Rd	Office Sold	Floor 1	0.31 Acres	1,352 SF	1,352 SF	$650,000.00
5	12 36th St NE	Land Sold		0.43 Acres		18,731 SF	$180,000.00
6	10520 20th St SE	Land Sold		1.38 Acres			$800,000.00
7	9023 Soper Hill Rd	Land For Sale		3.82 Acres		17,832 SF	$500,000.00
8	9023 Soper Hill Rd	Land Sold		0.49 Acres			$1,298,000.00
9	1925 99th Ave SE	Land For Sale		0.46 Acres	1,776 SF	20,038 SF	$699,000.00
10	8906 20th St SE	Land For Sale		0.26 Acres		11,326 SF	$375,000.00
11	83 20th St SE	Land For Sale		0.21 Acres		9,148 SF	$350,000.00

Sold Land Comparables



NAI PSP
Lake Stevens Listings

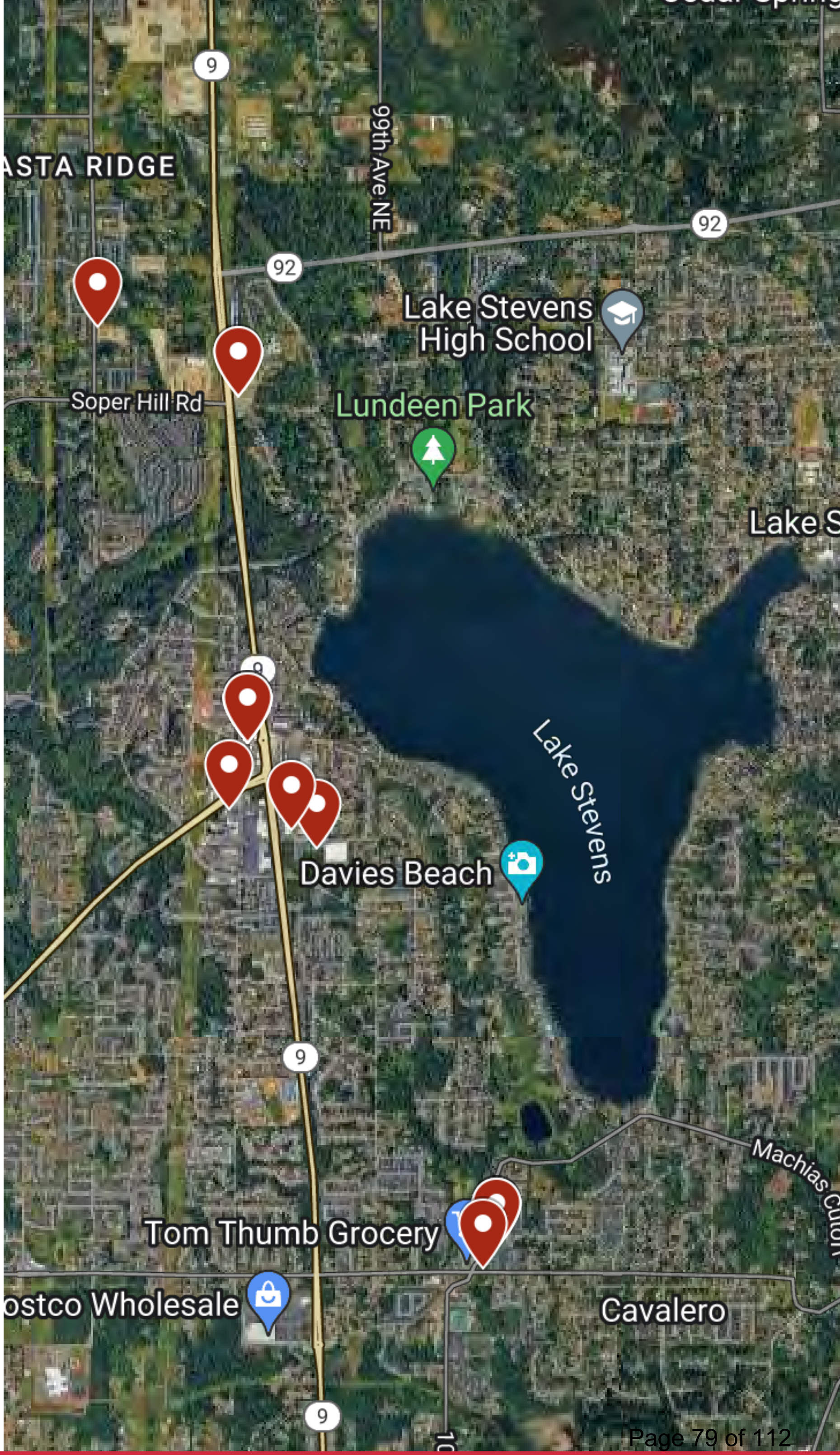
SOLD & LEASED LAKE STEVENS LISTINGS

Date	Address	Tenant/Buyer	Type
Jan-09	9514 4th St NE	Dental Office	New Lease
Dec-16	528 91st Ave NE	Chooch & Son LLC	Sold
Jun-19	901 Frontier Circle	Rustic Cork	New Lease
Nov-19	901 Frontier Circle	I-Spa	New Lease
May-20	901 Frontier Circle	Edward Jones	New Lease
Jan-21	901 Frontier Circle	Lake Stevens Vet clinic	New Lease
Jul-21	1819 S Lake Stevens Rd	Estelle's Bridal	Lease Renewal
Aug-21	1819 S Lake Stevens Rd	Subway	Lease Renewal
Oct-21	1819 S Lake Stevens Rd	North Sound PT clinic	Lease renewal
various	Lake Stevens Landing	Various	Development site-parcels sold

ACTIVE LISTINGS IN LAKE STEVENS

Date	Address	Tenant/Buyer	Type
Jun-24	10519 20th Ave NE	Edmark Chiropractic	lease Renewal *in process
Jun-24	9327 4th St NE	Windermere	Sublease listing
Jun-24	Lake Stevens Landing	various buyers	development site-parcels
Jun-24	Whiskey Ridge	various buyers	development site- parcels

NAI Puget Sound Properties



Blake Stedman

Senior Vice President

Background

Blake Stedman is a Senior Vice President at NAI Puget Sound Properties, specializing in sales and leasing of office, retail, industrial and land in Washington. With 35 years of commercial real estate experience, Blake has worked with regional, national and international companies in numerous Real Estate Broker and Management positions, overseeing portfolios in excess of $100 million. His client list includes institutional clients include Qwest, Roundtable Pizza, Jackson Hewitt, Kumon Math and Reading, GP Realty Group, Key Bank, as well as other local and regional clients.

Prior to joining NAI Puget Sound Properties, Blake formed RE/MAX Commercial Services, serving as the Managing Broker. Blake was the Managing Broker for REMAX Elite Commercial as well as one of the top producers for Coast SVN, with combined sales and lease transactions in excess of $105 million, placing him in the top tier brokers within the SVN brokerage community.

Blake earned his Bachelor's Degree in Business Management from the California State University Fullerton in 1984 before receiving a scholarship from his employer to attend the coveted University of Southern California's Marshall School of Business. Additionally, he holds his Designated Broker's Real Estate license from the State of Washington.
Blake resides in Everett, Washington. Prior to moving to Everett, Blake served a term on the Bothell Planning Commission. For relaxation, Blake enjoys spending time with his wife of 40 years and fly-fishing the local river.

Education

- USC School of Business
- Bachelor's Degree, Business Management - California State Fullerton
- Saddleback Junior College

Professional Affiliations

- Commercial Brokers Association
- National Association of Realtors
- Washington Association of Realtors

+1 425 586 5621 direct
+1 425 652 1722 cell
bstedman@nai-psp.com

10900 NE 8th St, Suite 1500
Bellevue, Washington 98004
nai-psp.com

Blake will soon be working closely with **Roushan Kwatra**, an exceptional young real estate professional who recently graduated from the University of Washington with a Master's Degree in Real Estate Science. Roushan, who starts this summer, brings valuable experience and is sure to significantly enhance their team.

NAI Puget Sound Properties

Fully Supported

Blake Stedman
Senior Vice President

Roushan Kwatra
Associate

Rest assured, your properties will be treated with the utmost care by our dedicated team, providing support in **crafting marketing materials, managing listings, handling legal documentation, and ensuring a swift transaction process.**

Tina Pappas
President

Chelsea Jones
Director of Operations

Aspen Robel
Marketing Manager

Zoe Trock
Marketing Specialist

Hailey Sims
Marketing Specialist

Molly Brown
Operations Coordinator

Jen Kelling
Administrative Assistant

Listing Agreement & Real Estate Brokerage in Washington Pamphlet

CITY COUNCIL STAFF REPORT

Agenda Date: 7/9/2024

Subject: Comprehensive Plan Update Briefing

Contact Person/Department: David Levitan, Community Development

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
No action is required. Staff will provide an update on the status of the 2024 Comprehensive Plan Update, which must be adopted by December 31, 2024.

The July 9 Council work session will include an overview of topics such as concurrency (providing adequate capital facilities and public services to meet projected growth), active transportation, and future transportation and capital facility improvements, as well as a summary of the revised draft goals and policies for the Environment and Natural Resources (Chapter 4), Public Services and Utilities (Chapter 7), Transportation (Chapter 8) and Capital Facilities (Chapter 9).

SUMMARY/BACKGROUND:
During their June 25 meeting, the City Council was briefed on the status of the 2024 Comprehensive Plan Update, which under state law must be adopted by December 31, 2024. Staff provided background information on the update process, including public outreach; how the city can/will meet its 2044 growth targets; integration of climate change, sustainability, and equity concepts; and the Planning Commission's work on reviewing the draft elements (chapters). The Council's June 25 meeting packet included the draft goals and policies for the Land Use (Chapter 2), Housing (Chapter 3), Park and Recreation (Chapter 4) and Economic Development (Chapter 6) elements; additional information and context can be found in the June 25 staff report. Staff anticipates issuing the public review draft of the draft 2024 Comprehensive Plan by July 19.

This briefing serves to address the remaining elements of the Comprehensive Plan: Environment and Natural Resources (Chapter 4), Public Services and Utilities (Chapter 7), Transportation (Chapter 8) and Capital Facilities. The draft goals and policies for each of these elements have been reviewed by the Planning Commission and are shown in Attachments 1-4. Like the updated goals and policies discussed on June 25, the focus on updating the policy language for these four elements has been on removing outdated/redundant language; addressing sustainability/climate change (as required by HB 1181); and incorporating language related to improving equity.

The capital facilities, utilities, and transportation elements are mandatory elements of the comprehensive plan, as detailed in Section 36.70A.070 of the Growth Management Act. Staff is currently updating these draft elements to address all the state requirements, which include:

- An inventory of existing capital facilities, including locations and capacities;
- A forecast of future capital facility needs, including locations and capacities;
- A six-year plan to finance necessary capital facilities;
- The general location and capacity of existing and proposed utilities to meet projected growth and future utility demands;
- A transportation element that factors in (and is concurrent) with the city's land use assumptions, including proposed land use map amendments;
- Adoption of multimodal level of service standards, including for vehicles, transit, and active transportation (pedestrian and bicycle facilities); and
- Identification of actions and strategies to bring systems up to identified level of service standards.

During the Planning Commission's June 3 meeting, the city's consultant (Transpo Group) provided an overview of transportation and capital facilities topics. Attachment 5 illustrates the relationship between the city's growth targets and land use assumptions, while Attachment 6 shows the process for updating the transportation element.

As noted above, the city must develop level of service (LOS) standards and supporting policy language for vehicles, active transportation, and transit based on the city's growth targets and land use assumptions and identify improvements and projects to help meet those standards, a concept known as concurrency. For example, Attachment 7 includes existing (2024), and future (2044) intersection LOS standards based on projected growth and identifies potential improvements at locations that are projected to fail to meet these standards in 2044.

Staff is currently working with Transpo to finalize the LOS standards and methodology for active transportation and transit, which will be included in the public review draft of the document issued later in July. The draft transportation goals and policies (Attachment 3) currently includes a placeholder for active transportation and transit LOS standards.

Requested Feedback and Next Steps

Staff is requesting that councilmembers ask questions about and provide feedback on the proposed changes to the goals and policies of the four chapters in Attachments 1-4 and ask any additional questions on topics such as future capital improvements and concurrency. Staff expects to issue a complete draft of the Comprehensive Plan by July 19 and allow for public via comment via the city website and during the August 5 Planning Commission meeting, The City Council public hearing is anticipated in late September 2024.

APPLICABLE CITY POLICIES:

The proposal will update the city's Comprehensive Plan.

ATTACHMENTS:

1. Attachment 1 - Draft Environment and Natural Resources Goals and Policies
2. Attachment 2 - Draft Public Services and Utilities Goals and Policies
3. Attachment 3 - Draft Transportation Goals and Policies
4. Attachment 4 - Draft Capital Facilities Goals and Policies
5. Attachment 5 - Concurrency Concept
6. Attachment 6 - Updating the Transportation Element
7. Attachment 7 - Current and Future LOS and Needed Improvements

GOALS AND POLICIES

GOAL 4.1: SUSTAIN ENVIRONMENTAL QUALITY THROUGH THE PRESERVATION AND CONSERVATION OF THE NATURAL ENVIRONMENT AND RESOURCES~~,~~ AND REQUIRE DEVELOPMENT TO BE SENSITIVE TO SITE CHARACTERISTICS AND PROTECT NATURAL AND CULTURAL RESOURCES.

Policies

4.1.1 ~~The city will c~~Continue to prioritize the protection of wetlands, streams and creeks, lakes and ponds, aquifer recharge areas, geologically hazardous areas (e.g., steep slopes and erosion areas), significant trees, fish and wildlife habitat areas and corridors, cultural resources, and frequently flooded areas through land use policies, regulations and decisions based on best available information and in coordination with state and regional priorities.

4.1.2 Promote the retention of significant trees during development, recognizing their value for stormwater management and water quality, oxygen production and carbon ~~.~~sequestration.

4.1.3 Preserve existing vegetation as much as possible due to its vital role in maintaining wildlife habitat and preventing additional storm water runoff or soil erosion from new developments.

4.1.4 Protect salmonid streams and natural drainage ways and associated buffers from adverse impacts of land development in order to maintain the stream flow regime necessary for continued life cycle activities, avoid unnatural bank or bed erosion and increased turbidity and increase water quality.

4.1.5 Allow density transfers as part of subdivisions on properties with critical areas from the critical areas to the non-sensitive portions of the site.

4.1.6 Promote and encourage sustainable development through efficient land use, green building design, flexibility of design (Low Impact Development, cluster development) and water conservation and water quality protection.

4.1.7 Require all phases of conversion of forest lands to comply with the GMA, an issued Forest Practice Permit and be consistent with adopted critical areas regulations.

4.1.8 Continue to meet the requirements of the most current ~~Adopt the 2012~~ DOE Stormwater Manual and ~~to~~ comply with ~~new~~ stormwater NPDES regulations.

4.1.9 Use best management practices to ensure protection of water resources during and after construction, including bank stabilization techniques, site design, construction timing and practices, use of bio-engineering and current erosion and drainage control methods as defined in the current Stormwater Management Manual of Western Washington.

4.1.10 Protect native and non-invasive naturalized plant communities by encouraging management and control of ~~non-native~~ invasive plants and noxious weeds, including aquatic and terrestrial plants. Environmentally sound methods of vegetation control should be used to control noxious weeds.

4.1.11 Encourage ~~and~~, support, and develop partnerships with local community programs to enhance natural resources and increase environmental education.

4.1.12 Minimize land clearing, soil disturbance, and non-point runoff affecting water quality, erosion and sedimentation.

4.1.13 Promote the detention and treatment of stormwater and encourage innovative methods for regional stormwater facilities, green infrastructure, stormwater parks, and advanced treatment for emerging contaminants to maintain hydrological functions and water quality within ecosystems and watersheds. ~~Promote retention of stormwater and encourage regional stormwater treatment solutions to maintain hydrological functions and water quality within ecosystems and watersheds.~~

4.1.14 Minimize adverse stormwater impacts generated by the removal of vegetation and alteration of landforms.

4.1.15 Encourage and support the retention of natural open spaces or land uses which maintain hydrologic function and are at low risk to property damage from floodwaters within frequently flooded areas.

4.1.16 Coordinate with adjacent jurisdictions and local tribes on the protection of natural resources.

GOAL 4.2: IMPLEMENT THE STATE SHORELINE~~S~~ MANAGEMENT ACT ALONG SHORELINES OF STATEWIDE SIGNIFICANCE IN THE CURRENT OR ULTIMATE CITY LIMITS OF LAKE STEVENS. PROTECT AND ENHANCE SHORELINE VISUAL AND PHYSICAL ACCESS CONSISTENT WITH PUBLIC TRUST DOCTRINE PRINCIPLES.

Policies

4.2.1 New development within the shorelines jurisdiction shall meet the procedural, building and development land use requirements as consistent with the adopted Shoreline Master Program.

4.2.2 Promote development of convenient recreational opportunities, activities and public access to public shorelines as consistent with the adopted Shoreline Master Program.

4.2.3 Extend appropriate shorelines designations to areas within shorelines jurisdictions as they annex into the city.

4.2.5 Educate property owners within shorelines jurisdictions on the proper maintenance of docks and decks, grass and gardens and driveways or cars to reduce the types of pollutants potentially reaching the lake or creeks as consistent with the adopted Shoreline Master Program

4.2.6 Recognize that the vast majority of shoreline property is in private ownership~~,~~ and encourage the creation of easements to allow public access through donation or purchase, particularly in areas adjacent to publicly owned shorelines.

4.2.7 Acquire land for permanent public access to the water~~,~~ and protect open space as consistent with the adopted Shoreline Master Program.

4.2.8 Consider the compatibility of proposed upland uses with those allowed in each adjacent shoreline environment as ~~consider~~ defined in RCW 90.58.340.

4.2.9 Consider potential shoreline~~s~~ impacts from cumulative development actions of upland properties.

4.2.10 Provide ~~for~~ adequate access, utilities and public services to meet current and future needs for uses along the shoreline as consistent with the adopted Shoreline Master Program.

GOAL 4.3: PROTECT THE NATURAL ENVIRONMENT, SURFACE WATER AND GROUND WATER AND AQUIFER RECHARGE AREAS, CONSERVE ALL CRITICAL AREAS INCLUDING WETLANDS, SHORELINES, CREEKS/STREAMS, GEOLOGICAL HAZARD AREAS AND WILDLIFE HABITATS BY LOCATING DEVELOPMENT WITHIN GEOGRAPHICALLY~~GEOGRPAHPICALLY~~ SUITABLE AND GEOLOGICALLY STABLE AREAS, AND COORDINATE LOCAL DEVELOPMENT REGULATIONS WITH STATE AND FEDERAL POLICIES.

Policies

4.3.1 Review critical areas regulations which reflect the Best Available Science (BAS) pursuant to the GMA. These regulations must protect the functions and values of these areas and not unduly reduce property rights by requiring greater protection measures which offer diminishing beneficial returns.

4.3.2 Ensure compatibility of land uses with topography, geology, soil suitability, surface water, ground water, frequently flooded areas, wetlands, climate and vegetation and wildlife.

4.3.3 Identify and protect wildlife corridors and improve habitat connectivity both inside and outside the UGA through critical areas avoidance, protection and mitigation.

~~4.3.4 Permit development, fill, or encroachments in floodways, frequently flooded areas, highly erodible areas and other critical areas using Best Management Practices (BMP's) and Best Available Science (BAS).~~

4.3.4 Maintain a current inventory of critical areas in the city.

4.3.5 Support wetlands protection through non-regulatory approaches such as the adopt-a-wetland conservation program and low impact development.

4.3.6 Work with the Land Trust, non-profit conservation groups, and ~~other~~ similar organizations to protect wetlands and other critical areas.

4.3.7 Support the restoration of degraded shorelines and other critical areas to help minimize erosion, sedimentation and flooding.

4.3.8 Protect natural drainage systems and courses associated with floodways, floodplains, or other areas subject to flooding.

GOAL 4.4~~8~~: WORK WITH PUBLIC AGENCIES AND PRIVATE PARTNERS TO DEVELOP STRATEGIES TO PREPARE FOR AND MITIGATE POTENTIAL IMPACTS OF CLIMATE CHANGE, BOTH ON CITY GOVERNMENT OPERATIONS AND THE GENERAL LAKE STEVENS COMMUNITY.

Policies

4.4.1 Implement and periodically update the actions and strategies in the city's Climate Sustainability Plan.

4.4~~8~~.2~~1~~ Develop adaptive mitigation strategies that can be used by both the public and private sectors to help mitigate the potential impacts of new and ongoing development and operations.

4.4~~8~~.3~~2~~ Review comprehensive, strategic and specific plans to determine if city policies are appropriately targeted to prepare for and mitigate potential impacts of climate change.

4.4~~8~~.4~~3~~ Make energy efficiency and resource conservation a priority through retrofitting city facilities, promoting recycling or waste reduction behaviors, and automating energy conservation in facility operations.

4.4~~8~~.5~~4~~ Conserve fossil fuels and support federal and state policies and legislation that will lead to the reduction of greenhouse gas emissions.

4.4~~8~~.6~~5~~ Develop adaptive land use policies and development ~~policies~~ regulations that result in reduced greenhouse gas emissions for new development and redevelopment.

4.4~~8~~.7~~6~~ Monitor and evaluate opportunities to utilize state tools and resources to stay compliant with state environmental and energy strategies.

4.4.8 Support Snohomish County PUD in efforts to improve climate resilience by constructing new water storage systems to provide back-up water supplies during droughts.

4.4.9 Track and monitor tree canopy coverage in the city ~~in an effort to~~to better capture carbon dioxide and stormwater runoff and increase shading.

4.4.10 Consider and prioritize equity and affordability in climate adaption and mitigation strategies and actions, such as increased tree canopy coverage in lower income communities and other vulnerable populations.

4.4.11 Work with local schools, tribes, environmental organizations and partner agencies to educate the public on the impacts of, and strategies for addressing, climate change.

4.4.12 Encourage climate-resilient vegetation and landscaping.

4.4.13 Incorporate emissions reduction and other environmental requirements into the city's contracting process.

GOALS AND POLICIES

GOAL 7.1 COORDINATE WITH CITY DEPARTMENTS, SPECIAL PURPOSE DISTRICTS, UTILITY COMPANIES AND OTHER SERVICE PROVIDERS TO ENSURE THE ADEQUATE AND EQUITABLE DISTRIBUTION OF PUBLIC SERVICES AND FACILITIES THROUGHOUT THE CITY AND CONSISTENCY WITH ~~THE LAND USE~~OTHER COMPREHENSIVE PLAN ELEMENTS.

Policies

7.1.1 Coordinate with city departments ~~including Administration, Finance, Planning and Community Development, Police Department and Public Works~~ to ensure public facilities are adequately maintained and distributed to support the community's needs and that each department's planning documents are consistent.

7.1.2 Coordinate with special purpose districts, ~~including the Lake Stevens Sewer District and Snohomish County PUD and other~~ utility providers, and local and regional service providers ~~(e.g., gas, electrical, phone, etc.)~~ to ensure utilities and public facilities are adequately maintained and distributed to support the community's needs and that each agency's planning documents are consistent.

7.1.3 Identify strategies to improve equitable access to and provision of utilities and public services, including to neighborhoods, groups and community members that have been historically underserved.

~~7.1.2 Coordinate with local and regional service providers including the Lake Stevens School District, Snohomish Regional Fire and Rescue, Sno-Isle Library, etc. to ensure public services are adequately maintained and distributed to support the community's needs and that each agency's' planning documents are consistent.~~

7.1.4~~2~~.~~1~~ Prepare and adopt a detailed master storm drainage plan for the city to coordinate storm drainage and detention/retention consistent with the concept plan adopted as part of this element ~~to include cumulative watershed effects~~.

7.1.5~~2~~.~~2~~ Prepare and adopt a detailed master sewer plan for the city to coordinate sewer and detention/retention consistent with the concept plan adopted as part of this element.

7.1.6~~2~~.~~3~~ Protect existing regional transmission facilities for Snohomish County PUD, Lake Stevens Sewer District and Puget Sound Energy from encroachment by incompatible urban development.

GOAL 7.2 PROVIDE ~~THE BEST~~HIGH QUALITY, EFFICIENT, AND COST-EFFECTIVE CITY ~~HALL~~ SERVICES THAT MEET THE NEEDS OF THE ENTIRE COMMUNITY~~ ATTAINABLE WITHIN BUDGET PARAMETERS AND MINIMIZE GOVERNMENTAL EXPENDITURES BY REDUCING DUPLICATION OF SERVICES~~.

Policies

7.2.1 Strive to maintain efficiency in the provision of city government services through continual evaluation and improvement of administrative, technical and personnel procedures and practices, as well as the Lake Stevens Municipal Code.

7.2.2 Devote adequate funds to ensure quality staffing.

7.2.3 Ensure that elected officials, appointed commissioners and staff maintain and/or improve their levels of expertise through continued education, development and peer consultation.

7.2.4 Take advantage of affordable technological advances where it results in better and more efficient levels of service.

7.2.5 In order to expand services to the citizens of Lake Stevens in a fiscally responsible manner, continue and expand the practice of interagency cooperation by sharing personnel and facilities wherever possible.

7.2.6 Provide adequate public facilities to support the city's administrative and field operations.

7.2.7 ~~Assure~~ Ensure that private property is not taken for public use without just compensation.

7.2.8 Identify existing gaps in public services and develop strategies to provide them in a more equitable manner.

GOAL 7.3 PROVIDE FOR ADEQUATE POLICE AND FIRE PROTECTION SERVICES.

Policies

7.3.1 Periodically review and update police staffing analysis based on national practices using a work-load based model.

7.3.2 Maintain and update the Police Department Strategic Plan including goals to reduce crime and addressing conditions affecting the quality of life of the community.

7.3.3 Coordinate police services with fire protection services and other local, state and federal agencies to develop and maintain disaster preparedness and hazard management programs for Lake Stevens.

7.3.4 Support ~~the~~ Snohomish ~~County Fire Prevention District #7~~Regional Fire and Rescue (Fire District) to maintain its adopted level of service.

7.3.5 Coordinate with the Fire District on review of submitted site and building plans.

7.3.6 Coordinate land use density and ~~intensity~~ growth projections with the Fire District's capital facilities plan and budget in order to provide current and future services within the city.

7.3.7 Consider the disaster response implications in prioritizing Fire District capital improvement and public service planning.

GOAL 7.4 SUPPORT THE PROVISION~~DE~~ OF ADEQUATE SCHOOL FACILITIES AND LOCAL EDUCATION PROGRAMS.

Policies

7.4.1 Support the Lake Stevens and Snohomish school districts to maintain~~–~~ their~~re~~ adopted levels of service.

7.4.2 Coordinate land use density and ~~intensity~~ growth projections with the s~~S~~chool d~~D~~istricts' capital facilities plans and budgets in order to provide services within the city.

7.4.3 ~~The city will a~~Adopt by reference ~~the affected School District~~each school district's Capital Facilities Plan. The City Council shall review the CFPs every two years to ensure consistency with the requirements of the GMA; the impact fee calculation is consistent with the city's adopted formula; and the CFP has been adopted by ~~the~~ each d~~D~~istrict's Board of Directors.

7.4.4 Collaborate with local school districts to launch environmental education programs that address topics such as climate change and natural resource protection.

GOAL 7.5 PROVIDE ADEQUATE STORMWATER FACILITIES AND SERVICES.

Policies

7.5.1 Continue to implement programs and projects designed to meet the goals and requirements of Department of Ecology's NPDES permit and stormwater manual.

7.5.2 Maintain and enforce land-use plans and ordinances requiring stormwater controls for new development and re-development.

7.5.3 Actively promote and support education efforts focusing on all facets of stormwater management, including the benefits of low impact development.

7.5.4 Develop and maintain a comprehensive stormwater inventory and identify needs to ensure a functioning stormwater system.

7.5.5 Integrate distributed, small-scale stormwater controls and prevent measurable harm to streams, lakes, wetlands and other natural aquatic systems from commercial, residential or industrial development sites by maintaining a more hydrologically functional landscape.

7.5.6 Promote education of controlling the release of chemicals from residential fertilizing and weed/insect control on Lake Stevens and its watershed.

GOAL 7.6 STRIVE TO PROVIDE ADEQUATE SEWER SERVICES TO EVERY RESIDENCE AND BUSINESS IN THE CITY.

Policies

7.6.1 Support the Lake Stevens Sewer District to maintain its adopted level of service until which time the district is assumed by the city.

7.6.2 Support the implementation of the Lake Stevens Sewer District capital facilities plan. Coordinate land use density and intensity with the Sewer District's capital planning work and budget in order to provide services within the city.

7.6.3 ~~As needed to further the purposes and goals of the Unified Sewer Service and Annexation Agreement, the city will c~~Continue to work with the Lake Stevens Sewer District to review and amend existing regulations to provide commonality, consistency, predictability and concurrent levels of sewer permits and regulation.

7.6.4 Coordinate city-sponsored capital improvements with the Lake Stevens Sewer District, Snohomish County Health ~~District~~ Department and neighboring jurisdictions to ensure effective and cost-efficient provision of sewer service.

7.6.5 Support the Lake Stevens Sewer District in accomplishing sewer expansions in future expanded urban growth boundaries and high priority development areas within the city as well as priority development areas such as Downtown Lake Stevens and the Lake Stevens Industrial Center.

7.6.6 Replace failing septic systems within the urban growth area with sanitary sewers,~~;~~ usinge innovative and state-of-the-art design and techniques ~~when replacing septic tanks~~ to restore and improve environmental quality.

7.6.7 Support efforts to require new development within the urban growth area to obtain sanitary sewer systems or fit it with dry sewers in anticipation of connection to the sewer system. Alternative technology to sewers should only be considered when it can be shown to produce treatment at standards that are equal to or better than the sewer system and where a long-term maintenance plan is in place.

GOAL 7.7 PROCESS PERMITS FOR UTILITY FACILITIES AND OTHER SERVICE PROVIDERS IN A FAIR, ~~AND~~ TIMELY AND PREDICTABLE MANNER ~~AND IN ACCORD WITH THE DEVELOPMENT REGULATIONS, WHICH ENCOURAGES PREDICTABILITY~~.

Policies

7.7.1 Promote co-location of new public and private utility distribution facilities and coordination of construction timing to minimize construction-related disruptions and reduce the cost to the public of utility delivery.

7.7.2 Provide timely and effective notice to utilities to encourage coordination of public and private utility trenching activities for new construction and maintenance and repair of existing roads.

7.7.3 ~~The city shall e~~Encourage provision of an efficient, cost effective and reliable utility service by ensuring land will be made available for the location of utility lines or other utilities.

7.7.4 ~~The city will p~~Promote the extension of distribution lines to and within the urban growth area. Coordinate land use and facility planning to allow eventual siting and construction of any utility distribution lines within or adjacent to rights-of-way which are being dedicated or within roads which are being constructed or reconstructed.

7.7.5 ~~The city shall e~~Encourage system design practices ~~intended to~~that improve climate and natural disaster resiliency and minimize the number and duration of service interruptions ~~to customer service~~.

7.7.6 ~~The city will f~~Formulate, interpret, and apply the city's land development regulations to allow the timely development of utility facility additions and improvements.

GOAL 7.8 ENSURE THAT UTILITIES PROVIDE SERVICE IN A MANNER THAT IS ENVIRONMENTALLY SENSITIVE, RESILIENT, EQUITABLE, SAFE, RELIABLE AND COMPATIBLE WITH THE SURROUNDING PROPERTIES.

Policies

7.8.1 Proposals for electricity generation facilities should be scrutinized carefully to avoid impacts on local air and water quality.

7.8.2 ~~The city will c~~consider public utility substations, transmission facilities and other regional facilities as "necessary public facilities" for purposes of permit review, provided that utility providers can prove locational need and significant mitigation of impacts.

7.8.3 Work with local utility providers to identify grants and incentives available to the public to increase efficiency and reduce the impacts of climate change, with a special focus on lower income and historically underserved communities.

GOAL 7.9 ~~PROMOTE~~ TAKE ACTION TO SUPPORT AND ENCOURAGE CONSERVATION, ~~AND~~ ENERGY EFFICIENCY AND CLIMATE CHANGE MITIGATION IN PUBLIC FACILITIES AND UTILITY SYSTEMS~~ALLOW FOR ALTERNATIVE DESIGN STANDARDS AND/OR MATERIALS~~.

Policies

7.9.1 Encourage conservation of resources and reduction of energy consumption to reduce greenhouse gas emissions and extend the life of existing electrical energy and infrastructure.

7.9.2 Work with Snohomish County PUD and partner agencies/districts to promote and incentivize energy efficient systems and products.

7.9.3 Install energy efficient products in new and existing city facilities, including a transition to electric heating systems in new and retrofitted city buildings.

7.9.4~~2~~ Promote the reduction of water consumption through conservation, efficiency, reclamation and reuse to reduce wastewater generation and ensure continued water availability.

7.9.5~~3~~ Coordinate with water purveyors and local and tribal governments to identify and develop additional and redundant water supply sources to meet the region's long-term water needs and growth strategy, recognizing the potential impacts on water supply from climate change and fisheries protection.

7.9.6~~4~~ Consider the needs for both human consumption and for environmental balance, including potential impacts of climate change on regional water sources.

7.9.7~~5~~ Support renewable energy resources, energy management technology and the conversion to cost-effective and environmentally sensitive alternative technologies to meet the region's energy needs.

7.9.8~~4~~ Promote low impact development projects and techniques on non-LID projects to conserve and use existing natural site features

7.9.9~~5~~ ~~The city should support development of a biofuel technology to provide more options to reduce vehicular pollution (city fleet to cleaner fuels). The city will move toward biofuel technology as fleet replacement occurs and as the technology is developed and proven.~~ Improve electric vehicle infrastructure in the city and transition towards electrification of the city's vehicle fleet in an effort to reduce greenhouse gas emissions as practicable.

7.9.10~~6~~ Reduce the rate of energy use per capita, both in building use and in transportation activities.

7.9.10~~7~~ Reduce greenhouse gases by expanding the use of conservation and alternative energy sources and by reducing vehicle miles traveled by increasing alternatives to driving alone.

7.9.11 Conduct periodic vulnerability assessments to identify city and utility infrastructure vulnerable to the impacts of climate change and natural disasters and develop appropriate adaptation and mitigation strategies.

7.9.12 Incorporate a climate change lens into the process of adopting new and updated city standards, codes and guidelines.

GOAL 7.10 SUPPORT LESS RESOURCE CONSUMPTION THROUGH PROGRAMS AIMED TOWARD REDUCING, REUSING, AND RECYCLING OF RESOURCES.

Policies

7.10.1 Promote demand management and the conservation of services and facilities prior to developing new facilities.

7.10.2 Maintain and expand reduction, re-use, and recycling programs in the city.

7.10.3 Support local, regional, state, federal, and private programs aimed at reduction, re-use, and recycling of natural resources.

7.10.4 Work with local solid waste providers to establish a percentage reduction target for waste disposed of in landfills.

7.10.5~~4~~ Allow zoning for businesses aimed at recycling materials when it does not pose a threat to the community's health and welfare.

7.10.6~~5~~ Examine the feasibility of requiring, through zoning or other legislative mechanisms, that distributors of hazardous, noxious or toxic materials accept those materials for recycling.

GOAL 7.11 ESTABLISH A PROCESS AND IMPLEMENT DEVELOPMENT REGULATIONS TO IDENTIFY AND SITE LOCAL ESSENTIAL PUBLIC FACILITIES, CONSISTENT WITH THE PROVISIONS OF THE GMA.

Policies

7.11.1 The city will not preclude the siting of essential public facilities; however, it shall enforce its Comprehensive Plan and development regulations to ensure reasonable compatibility with other land uses when considering location and intensity of development.

7.11.2 Local essential public facilities should be sited to support the countywide land use pattern, support economic activities, reduce environmental impacts, provide amenities or incentives, and minimize public costs. This siting process should include:

a. A definition of these facilities;

b. An inventory of existing and future facilities;

d. A public involvement strategy;

e. Assurance that the environment and public health and safety are protected; and

f. A consideration of alternatives to the facility.

7.11.3 Collaborate with public agencies and special districts to identify opportunities for the co-location of local essential public facilities.

7.11.4 Consider the location of local essential public facilities inside Urban Growth Areas, unless it is demonstrated that a non-urban site is the most appropriate location for such a facility. Local essential public facilities located outside of an Urban Growth

Area shall be self-contained or be served by urban governmental services in a manner that shall not promote sprawl.

7.11.5 Develop reasonable conditions, alternatives and/or mitigation requirements to address the potential adverse impacts of siting local, regional, statewide, or federal essential public facilities.

GOAL 7.12 AS THE CITY ANNEXES NEW AREAS STRIVE FOR A SMOOTH TRANSITION OF SERVICE PROVIDERS TO MINIMIZE FINANCIAL AND LOGISTICAL IMPACTS ON CITIZENS.

Policies

7.12.1 Under the Growth Management Act and Lake Stevens Comprehensive Plan the city is likely to be the provider of general government services within the Urban Growth Area. For potential annexation it is the city's policy to have interlocal agreements achieving the orderly transition of services during annexation.

7.12.2 Establish an interlocal agreement model with Snohomish County and other service provider agencies to facilitate the transfer of governance within the city's UGA in an expeditious and consistent manner.

7.12.3 The city asserts its interest in areas outside the UGA where it is possible that future UGA expansions could occur. The city will become involved in these areas' planning and decision making, both to comment on future service impacts and to assist its own service planning.

GOALS AND POLICIES

GOAL 8.1 Work with Puget Sound Regional Council on the planning, funding and implementation of Vision 2050 - the Regional Transportation Plan.

Policies

8.1.1 Coordinate with the PSRC Regional Transportation Planning Organization to support the Regional Growth Strategy and ensure consistency and compatibility between city, county, and regional transportation plans.

8.1.2 Provide a safe, convenient and efficient transportation system for all users and the movement of freight and goods.

8.1.3 Reduce the need for new capital improvements through investments in operations, demand management strategies and system management activities that maximize transportation options and improve the efficiency of the current system.

8.1.4 Encourage, plan for, and invest in "pedestrian-scale" neighborhoods and centers to enhance access and mobility for all users.

8.1.5 Plan for increased resilience of the transportation system to major disasters and disruptions by developing prevention and recovery strategies and planning for coordinated responses with state, regional, and local agencies.

8.1.6 Explore and plan for the development of an Intelligent Transportation System (ITS) along the City's arterial and regional highway system.

8.1.7 Prepare the city’s transportation systems and infrastructure for emerging trends and technologies such as electric vehicle charging stations, automated and connected vehicles, on-demand smart signals, etc.

GOAL 8.2 Provide a transportation system that supports existing and future land uses and accommodates the regional growth strategy.

Policies

8.2.1 Prioritize investments for both motorized and non-motorized transportation in activity centers.

8.2.2 Prioritize multimodal investments in local centers and connections to regional employment centers.

8.2.3 Encourage compact and mixed-use development to reduce vehicle trips and encourage transit use.

8.2.4 Coordinate multimodal transportation facilities and development densities near areas served by transit.

8.2.5 Promote pedestrian and bicycle access to public facilities and centers.

8.2.6 Prioritize construction of sidewalks, walkways, and trails to provide alternative routes to employment centers, shopping areas, transit stops, schools and public and recreational facilities.

8.2.7 Support land use and street patterns that promote walking, biking, and transit use while reducing the quantity and length of trips by single occupant vehicles.

8.2.8 Support land use patterns that reduce the quantity and length of trips by single occupant vehicles; pursue the use of Traffic Demand Management (TDM) strategies to reduce traffic congestion and as an alternative or supplement to roadway capacity improvements; and work with Community Transit to implement employer outreach programs to promote the use of alternative transportation modes and other worksite-based strategies such as alternative work schedules.

GOAL 8.3 Encourage and solicit equitable public participation in the planning, design, and implementation of a multimodal transportation system.

Policies

8.3.1 ~~Incorporate racial and social equity~~Consider equity and equal access when~~in~~ planning for transportation improvements, programs, and services, including for~~ in~~ historically underserved neighborhoods and~~ to~~ vulnerable populations.

8.3.2 Ensure mobility choices for people with special transportation needs, including persons with disabilities, the elderly, the young and low-income populations when considering new projects, maintenance and modification to the street network.

GOAL 8.4 Adapt to and mitigate the transportation-related impacts of climate change through implementation of the city's Climate Sustainability Plan and utilization of emerging technologies and best available science.

Policies

8.4.1 Evaluate and seek to minimize greenhouse gas emissions, vehicle miles travelled and climate change impacts when considering new and improved transportation infrastructure.

8.4.2 Electrify the city's vehicle fleet as vehicles reach the end of their life cycle and work to expand vehicle charging infrastructure, including the development of an EV Infrastructure Plan.

8.4.3 Educate residents on the benefits, incentives, and other information regarding electric vehicles.

8.4.4 Evaluate stormwater management, street tree canopy coverage, shading, urban heat island effect and future air quality when designing city streets.

8.4.5 Utilize climate-resilient, native or naturalized street trees and other vegetation such as Low Impact Development design.

8.4.6 Develop strategies, programs and partnerships that serve to increase and incentivize carpooling and transit use by residents and employees.

GOAL 8.5 Develop the City's transportation system to serve and promote economic growth.

Policies

8.5.1 Maintain and operate transportation systems to provide safe, efficient and reliable movement of people, goods and services.

8.5.2 Manage local freight truck traffic with the Truck Route Ordinance and appropriate signage while maintaining and improving the regional freight system.

8.5.3 Coordinate with the railroads and trucking industry to improve the safety and efficiency of freight movement and reduce the impacts on other travel modes.

GOAL 8.6 Minimize adverse impacts of transportation facility improvements on the natural environment.

Policies

8.6.1 Commit to meeting federal and state air quality requirements and work with state, regional, and local agencies to develop emissions reduction programs to attain or maintain air quality requirements.

8.6.2 Encourage fish passage improvements and the use of low impact development techniques on transportation projects to reduce stormwater impacts and prevent measurable harm to streams, lakes, wetlands and other natural aquatic systems.

8.6.3 Develop a transportation system that protects the natural environment, human health and safety, and promotes a healthy community.

8.6.4 Consider alternative transportation options when considering land use decisions and designations to support increased use of walking, biking, carpooling and bus riding.

8.6.5 Encourage low impact development projects and low impact development techniques on non-LID projects to conserve and use existing natural site features, integrate distributed, small-scale stormwater controls and prevent measurable harm to streams, lakes, wetlands and other natural aquatic systems from commercial, residential or industrial development sites by maintaining a more hydrologically functional landscape.

GOAL 8.7 Maintain, preserve, and operate the transportation system in a safe and usable way, and regularly monitor and inventory the conditions and performance.

<u>Policies</u>

8.7.1 Maintain an inventory of the existing multimodal system and update as the system changes.

8.7.2 For traffic levels of service (LOS), the city adopts intersection LOS C or better at peak hour traffic for residential areas and intersection LOS E along arterials and collectors in other areas.

8.7.3 The City shall adopt the same (LOS) D standards for Highways of Statewide Significance (HSS) and Highways of Regional Significance (HRS) as adopted by Puget Sound Regional Council (PSRC) and the Washington State Department of Transportation (WSDOT).

8.7.4 TRANSIT LOS TO BE COMPLETED.

8.7.5 ACTIVE TRANSPORTATION LOS TO BE COMPLETED.

8.7.7 Ensure that the transportation system is adequate to serve existing and future land uses by developing a multimodal transportation concurrency management system.

8.7.8 Modeling of the city's transportation system shall be at an arterial and collector level, and used to identify system needs to improve public safety and human health.

8.7.9 Protect the investment in the existing system and lower overall life-cycle costs through effective maintenance and preservation programs.

8.7.10 Improve safety of the transportation system and, in the long term, achieve the state's goal of zero deaths and disabling injuries.

GOAL 8.8 Coordinate infrastructure planning and financing with other agencies to ensure implementation of a system that supports regional mobility goals and land use plans.

Policies

8.8.1 Develop an annual Six Year Transportation Improvement Program (TIP) that is financially feasible, leverages available City funding, and is consistent with the Comprehensive Plan.

8.8.2 Investigate alternative methods of obtaining financing for transportation improvements, including local option taxes, bonding, Local Improvement Districts, combining efforts with other agencies, grant and loan opportunities such as the Public Works Trust Fund, and interlocal agreements for mitigation costs with Snohomish County.

8.8.3 Develop a 20-year finance plan that balances transportation improvement needs, costs, and revenues available for all modes to assist in updating the Transportation Impact Fee (TIF) program and the annual adoption of the Six-Year Transportation Improvement Program (TIP).

8.8.4 Ensure that the transportation system is adequate to serve all existing and future land uses by administering a concurrency management system, exploring alternatives for demand management, and securing adequate financing for transportation. If the adopted LOS cannot be maintained, then the City will not issue development permits until:

a.) Mitigation restores LOS to adopted standard;
b.) Improvements to restore LOS are funded;
c.) Land use element growth capacity is reduced; or
d.) The a~~A~~dopted LOS in the Comprehensive Plan is amended~~is changed~~ to allow the proposed development.

8.8.5 Coordinate on a regular basis with neighboring jurisdictions, regional transportation agencies and the Washington State Department of Transportation to address shared transportation needs and concerns.

8.8.6 Work with Snohomish County and neighboring cities to ensure that projects outside of the city do not adversely impact the city's transportation system and do not result in a diversion of traffic through city neighborhoods.

8.8.7 Continue coordination with the Washington State Department of Transportation on State Route corridor improvements with an emphasis on SR-9 and SR-204 vicinity safety and capacity improvements.

GOALS AND POLICIES

GOAL 9.1 THE CITY WILL STRIVE TO BE A SUSTAINABLE AND EQUITABLE COMMUNITY AROUND THE LAKE WITH UNSURPASSED INFRASTRUCTURE FOR AN EXCEPTIONAL QUALITY OF LIFE.

Policies

9.1.1 Ensure~~ing~~ good fiscal stewardship.

9.1.2 Use~~ing~~ smart growth principles to understand how the city's adopted growth targets and planned growth pattern affects the investments that will be needed, and invest~~ing~~ ~~in~~ where new growth ~~should~~ is projected to occur.

9.1.3 Expertly plan~~ning~~ for the short and long term costs to support infrastructure expenditures and leave a quality legacy.

9.1.4 Consider equity, sustainability, energy efficiency and environmental justice when siting, developing and maintaining infrastructure and public facilities.

9.1.5 Thoroughly evaluate existing infrastructure as part of future annexation efforts and coordinate with the county on identifying needed improvements.

GOAL 9.2 PROVIDE PUBLIC FACILITIES IN A MANNER WHICH PROTECTS INVESTMENTS IN, AND MAXIMIZES USE OF, EXISTING FACILITIES AND PROMOTES ORDERLY COMPACT URBAN GROWTH.

Policies

9.2.1 Provide ~~C~~capital improvements ~~shall be provided~~ to correct existing deficiencies, to replace worn out or obsolete facilities and to accommodate ~~desired~~ projected future growth.

9.2.2 Incorporate measures to strengthen resilience to climate impacts and natural disasters when developing and maintaining city facilities and infrastructure.

9.2.3~~2~~ Include c~~C~~apital improvement projects identified for implementation in this Plan and at a cost of at least $10,000 ~~shall be included~~ in the Six-Year Schedule of Improvement. Capital improvements with a cost of less than $10,000 should be reviewed for inclusion in the six-year Capital Improvement Program and the annual capital budget.

9.2.4~~3~~ Proposed capital improvement projects shall be evaluated and prioritized in consideration of the following criteria:

a. Need exists to correct existing deficiencies, replace facilities, or to provide for growth;

b. Elimination of public hazards;

c. Elimination of capacity deficits;

d. Financial feasibility;

e. Site needs based on projected growth patterns;

f. Environmental impacts;

g. New development and redevelopment;

h. Plans of state agencies; and

i. Local budget impact including costs for operations and maintenance.

GOAL 9.3 DEVELOPMENT SHALL BEAR ITS FAIR SHARE OF COSTS OF PROVIDING PUBLIC FACILITIES AT THE ADOPTED LEVELS OF SERVICE.

Policies

9.3.1 Transportation and park development impact fees shall be ~~sufficient~~ analyzed and periodically updated to ensure they pay the fair share of improvement costs necessitated by new development.

9.3.2 Appropriate funding mechanisms for developments' contribution of a fair share of other public facility improvements [such as recreation, drainage and solid waste] will be considered for implementation as the city develops them.

GOAL 9.4 PROVIDE NEEDED CAPITAL IMPROVEMENTS TO MAINTAIN ADOPTED LEVELS OF SERVICE.

Policies

9.4.1 The city shall continue to adopt an annual capital budget and a six-year capital improvement program as part of its budgeting process.

9.4.2 Debt shall be managed so that city general obligation debt will not exceed debt limitations set by state law and the city's ability to pay. There are no limits placed on revenue bonds other than the ability to pay.

9.4.3 Efforts shall be made to secure grants or private funds whenever available to finance the provision of capital improvements.

9.4.4 Fiscal policies to direct expenditures for capital improvements will be consistent with other Comprehensive Plan Elements.

GOAL 9.5 COORDINATE LAND USE DECISIONS AND FINANCIAL RESOURCES WITH A SCHEDULE OF CAPITAL IMPROVEMENTS TO MEET ADOPTED LEVEL OF SERVICE STANDARDS AND~~,~~ MEASURABLE OBJECTIVES.

Policies

9.5.1 Certain public facilities and services needed to support development shall be available concurrent with the development. The city shall ~~adopt~~ maintain and periodically update ~~a concurrency program subject to~~ concurrency requirements ~~which shall include~~for transportation, parks and sanitary sewer. The city will consider in the future the feasibility of implementing concurrency for stormwater and potable water.

9.5.2 ~~The city will s~~Support and encourage the joint development and use of cultural and community facilities with other governmental or community organizations in areas of mutual concern and benefit.

9.5.3 Support and participate in the capital facilities planning process for partner agencies and service districts including the Lake Stevens and Snohomish school districts, Snohomish Regional Fire and Rescue, and Snohomish County PUD.

9.5.4~~3~~ ~~The city will e~~Emphasize capital improvement projects~~,~~ which promote the conservation, preservation or revitalization of commercial, industrial and residential areas in Lake Stevens.

9.5.5~~4~~ Proposed Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

a. Contribute to a condition of public hazards;

b. Exacerbate any existing condition of public facility capacity deficits;

c. Generate public facility demands that exceed capacity increase planning in the Six-Year Schedule of Improvements;

d. Conform to future land uses as shown on the future land use map of the Land Use Element;

e. Accommodate public facility demands based upon adopted LOS standards and attempts to meet specified measurable objectives, when public facilities are developer-provided;

f. Demonstrate financial feasibility, subject to this element, when public facilities are provided, in part or whole, by the city; and

g. Affect state agencies' facilities plans and siting of essential publics facilities.

9.5.6~~5~~ Continue to update prioritizations on Table 9.2 as needs are identified; and move projects/facilities to and/or from Table 9.1 to 9.2 as funding becomes available.

PLANNING PROCESS

City Must Incorporate Land Use Assumptions into Transportation and Capital Facilities Planning

- Land Use Map Amendments
- Zoning Changes
- Updated Goals and Policies

- CFP and CIP Projects List
- Concurrency Program

- Capital Facilities Plan
- Annual Budget

Source: City of Edmonds

5

transpogroup

PLANNING PROCESS

Steps to updating the Transportation Element

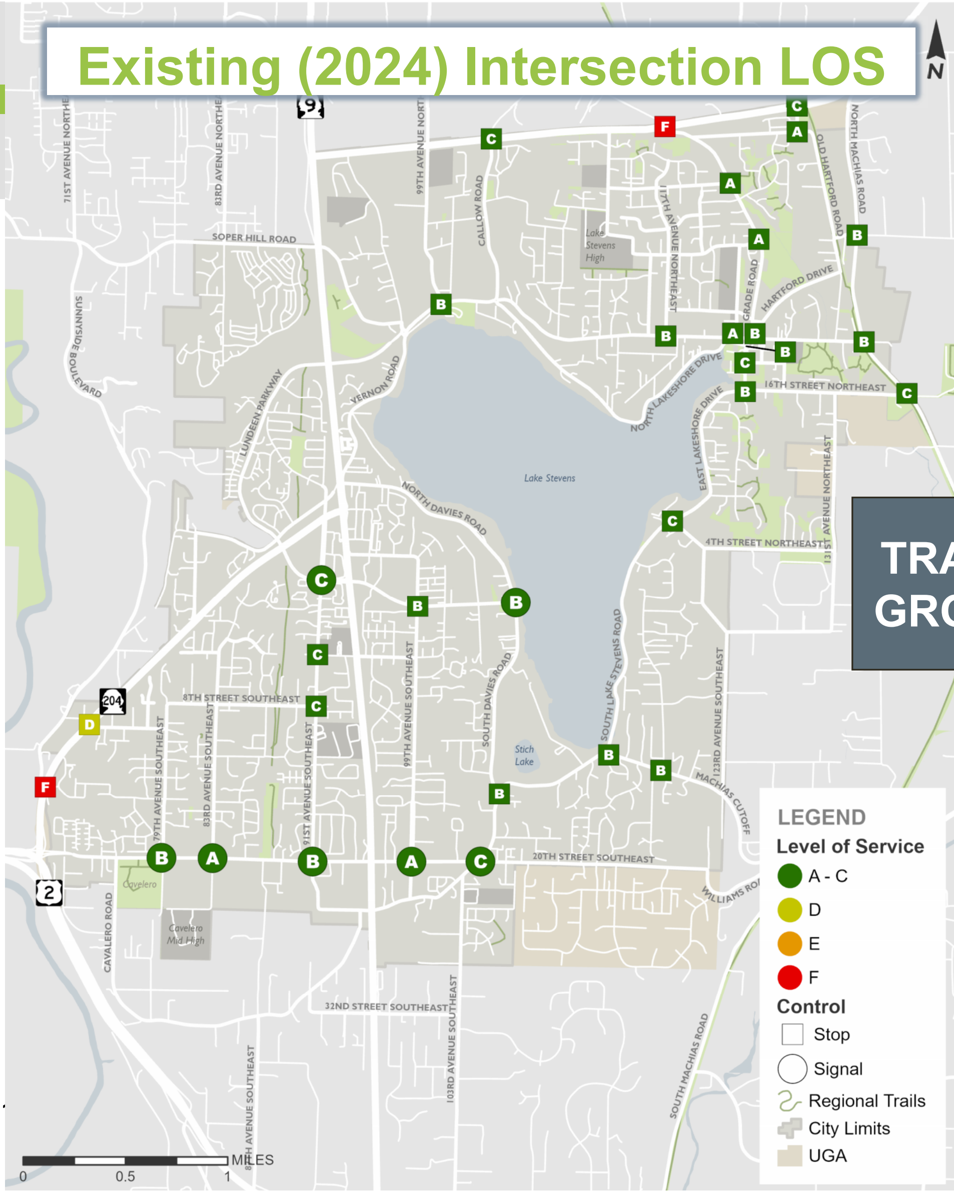
Evaluate existing transportation systems conditions and issues

Prepare travel forecasts and evaluate needs

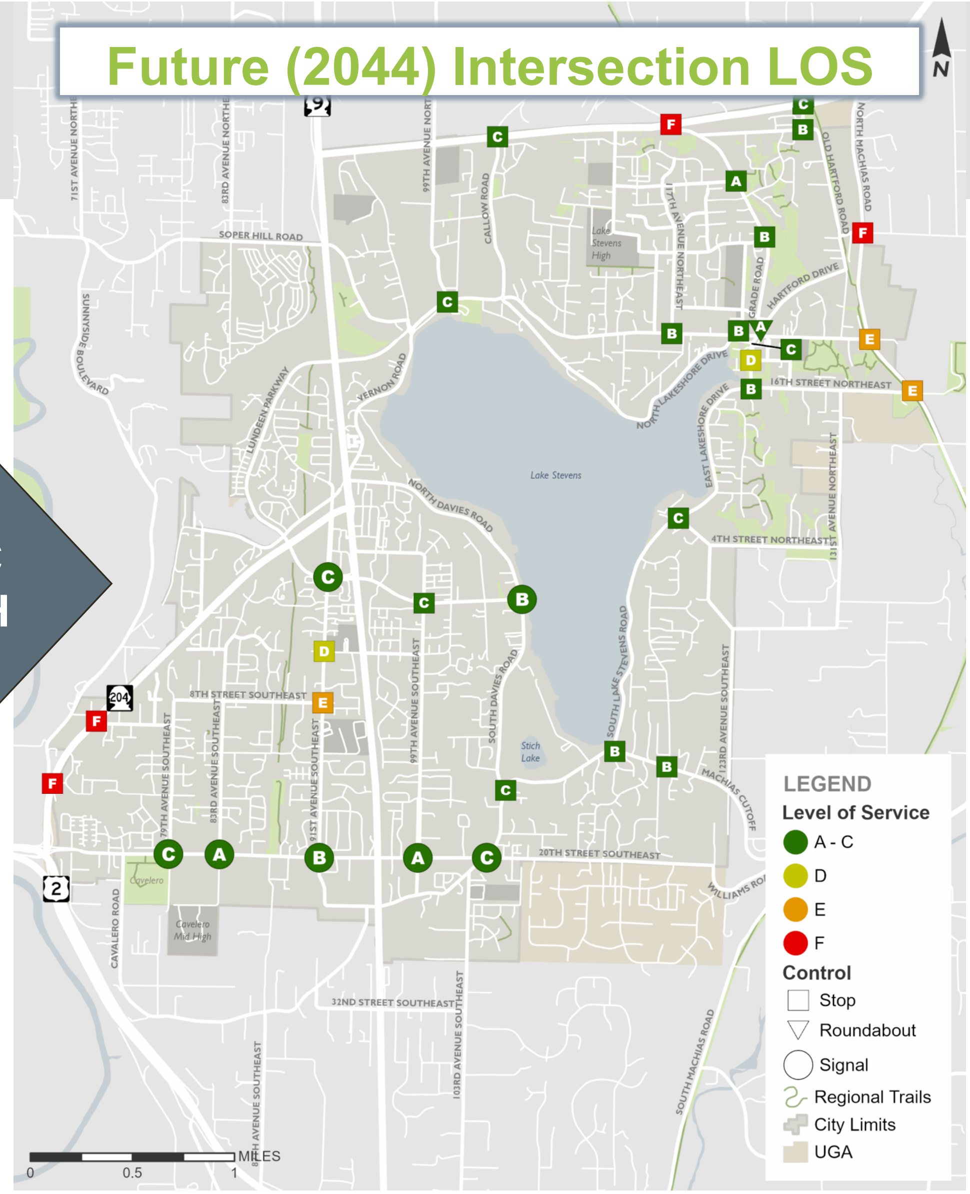
Define/update multimodal improvement projects

Update transportation policies

Prepare plan document



TRAFFIC GROWTH



VEHICULAR LEVEL OF SERVICE

- Intersections at LOS E or F primarily along regional roadways:
  - SR 204
  - SR 9
  - Machias Road
- Potential improvements being identified for these locations
  - Signal or roundabout installation
  - Channelization / striping improvements