

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.

April 8, 2025 - 6:00 PM

CITY COUNCIL MEETING

In person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens or
Join Zoom Meeting: [Zoom Link](#), Meeting ID: 84681282762 Passcode: 274949
or call in at (253) 215-8782 Meeting ID 84681282762

- 1. Call to Order**
- 2. Pledge of Allegiance** Mayor
- 3. Roll Call**
- 4. Approval of Agenda** Council President
- 5. Citizen Comments**
- 6. Council Business** Council President
- 7. Mayor's Business**
- 8. Consent Agenda**
 - A. 2025 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of March 18, 2025 Kelly Chelin
 - C. City Council Meeting Minutes of March 25, 2025 Kelly Chelin
 - D. SNO911 Interlocal Agreement Changes Jeffrey Beazizo
 - E. Appointment to Library Board Kelly Chelin
- 9. Action Items**
 - A. Gambling Tax Interest Waiver Matthew Heist, Barb Stevens
 - B. Finance Purchase Cards Matthew Heist, Barb Stevens
 - C. Interlocal Agreement for 131st Ave NE Sewer Extension Developer Extension Agreement Aaron Halverson
 - D. Community Transit Bus Stop Shelters Facility License Agreement Lori Erickson

10. Discussion Items

- A. Transportation Benefit Program (TBP) Implementation Lori Erickson,
Plan Ben Romanaggi

11. Executive Session

- A. Confidential Session - Collective Bargaining, No Action to Follow

12. 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
2025

Payroll Direct Deposits		
Payroll Checks		
Electronic Funds Transfers	ACH	\$260,760.47
Claims	63100-63209	\$341,567.36
Void Checks	62813	(\$467.40)
Total Vouchers Approved:		\$601,860.43

This 8th day of April 2025

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

April 8, 2025



City expenditures by type for this voucher packet		
Personnel Costs	\$0	0%
Payroll Federal Taxes	\$151,754	25%
Retirement Benefits - Employer	\$89,514	15%
Other Employer Paid Benefits	\$519	0%
Employee Paid Benefits	\$23,489	4%
Supplies	\$107,831	18%
Professional Services	\$115,763	19%
Refunds	\$532	0%
Capital *	\$112,925	19%
Void Checks	-\$467	0%
Total	\$601,860	100%

Large Purchases *

* Panasonic Toughbooks & Protection Plus Warranty (14) \$42,800

* Main Street Improvement Project \$25,927

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 03/21/2025 - 04/02/2025

Total for Period
\$602,327.83

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
A & R Solar SPC	FIR2025-0002	633 000 389 30 00 08	Fire DistrictFees	FIR2025-0002 Fire Technology Fee Refund	63104	\$4.17
					63104 Total	\$4.17
Ace Hardware	80753/7	001 010 576 80 31 00	PK-Operating Supplies	Fasteners	63139	\$4.00
Ace Hardware	80753/7	101 016 544 90 31 02	ST-Operating Cost	Fasteners	63139	\$4.00
Ace Hardware	80753/7	410 016 531 10 31 02	SW - Operating Costs	Fasteners	63139	\$4.00
Ace Hardware	80778/7	410 016 531 10 31 02	SW - Operating Costs	Auto Botl Jack	63139	\$46.99
Ace Hardware	80783/7	101 016 544 90 31 02	ST-Operating Cost	Action Packer Tote	63139	\$32.78
Ace Hardware	80783/7	410 016 531 10 31 02	SW - Operating Costs	Action Packer Tote	63139	\$32.79
					63139 Total	\$124.56
Adaptive HVAC LLC	BLD2025-0002	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0002 State Building Permit Fee Refund	63105	\$6.50
					63105 Total	\$6.50
Airport Welding & Muffler Inc	100744	001 008 521 20 31 02	LE-Minor Equipment	Pit Maneuver Bumpers on two PD Ford Explorers	63140	\$8,505.76
					63140 Total	\$8,505.76
Amazon Capital Services	1H61-L3R6-FVH7	101 016 544 90 31 02	ST-Operating Cost	Flashlight Mount/Business Card Book Holder - T Bailey	63141	\$10.06
Amazon Capital Services	1H61-L3R6-FVH7	410 016 531 10 31 02	SW - Operating Costs	Flashlight Mount/Business Card Book Holder - T Bailey	63141	\$10.06
Amazon Capital Services	1JT7-RXGT-C6MX	001 010 576 80 31 00	PK-Operating Supplies	Colored Duct Tape ERCG	63141	\$6.14
Amazon Capital Services	1JT7-RXGT-C6MX	001 010 576 80 31 00	PK-Operating Supplies	Logitech ERGO K860 Wireless Ergonomic Keyboard - Garceau	63141	\$113.17
Amazon Capital Services	1JT7-RXGT-C6MX	001 010 576 80 31 00	PK-Operating Supplies	Picture Frames 6 Pack	63141	\$18.56
Amazon Capital Services	1K4Q-4MKL-MX7V	101 016 544 90 31 02	ST-Operating Cost	Logitech ERGO K860 Wireless Ergonomic Keyboard	63141	\$127.79
Amazon Capital Services	1K6R-KH9D-6YY7	410 016 531 10 35 00	SW - Small Tools	DEWALT 60V Cordless String Trimmer with Battery & Charger	63141	\$340.45
Amazon Capital Services	1QTJ-JQ9K-DHNG	410 016 531 10 31 02	SW - Operating Costs	Pantone Munsell Soil Color Book - O Anderson	63141	\$295.10
Amazon Capital Services	1QTJ-JQ9K-DHNG	410 016 531 10 31 02	SW - Operating Costs	Tru Pro 16-Inch Drain Spade with D-Handle - O Anderson	63141	\$41.52
Amazon Capital Services	1XXM-V1JX-FVD1	001 010 576 80 31 00	PK-Operating Supplies	Post It Notes/Pens/Paper Clips/Batteries/Tape	63141	\$60.93
Amazon Capital Services	1XXM-V1JX-FVD1	101 016 544 90 31 01	ST-Office Supplies	Post It Notes/Pens/Paper Clips/Batteries/Tape	63141	\$60.94
Amazon Capital Services	1XXM-V1JX-FVD1	410 016 531 10 31 01	SW - Office Supplies	Post It Notes/Pens/Paper Clips/Batteries/Tape	63141	\$60.94
Amazon Capital Services	1YCL-3J6M-6TND	410 016 531 10 31 02	SW - Operating Costs	12V Automotive Charger	63141	\$43.67
Amazon Capital Services	1YCV-K3DN-CM47	001 010 576 80 31 00	PK-Operating Supplies	Anchor Screws	63141	\$49.76
Amazon Capital Services	1YCV-K3DN-CM47	001 010 576 80 31 03	PK- Equipment & Tools	Digital Handheld Wind Speed Meter	63141	\$33.87
Amazon Capital Services	1YCV-K3DN-CM47	001 010 576 80 31 05	PK-R&M Supplies	Step Down Push On Door Holder/Stopper	63141	\$47.74
Amazon Capital Services	11VG-9GM4-9M9H	101 016 544 90 31 02	ST-Operating Cost	Inspection Mirror - T Bailey	63141	\$97.05
Amazon Capital Services	11VG-9GM4-9M9H	410 016 531 10 31 02	SW - Operating Costs	Inspection Mirror - T Bailey	63141	\$97.04
Amazon Capital Services	17KD-NLD4-MHDT	001 006 518 80 31 00	IT- Operating Supplies	Nut & Screws w/Washers 50-Pack	63141	\$59.86
					63141 Total	\$1,574.65
Amplified Wireless Solutions	FIR2025-0004	633 000 389 30 00 08	Fire DistrictFees	FIR2025-0004 Fire Technology Fee Refund	63106	\$8.28
					63106 Total	\$8.28
B&H Foto & Electronics Corp	232092613	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Parrot Anafi USA Gov Edition	63142	\$13,837.37
					63142 Total	\$13,837.37
Badgleys Landscape LLC	91737	005 000 382 10 00 00	Rental Property Deposits	Landscaping Maint 1819 S Lake 01-2025 Retainage	63143	(\$71.09)
Badgleys Landscape LLC	91737	005 000 518 20 40 02	Rental Property Services	Landscaping Maint 1819 S Lake 01-2025	63143	\$777.03
Badgleys Landscape LLC	91798	005 000 382 10 00 00	Rental Property Deposits	Landscaping Maint 1819 S Lake 02-2025 Retainage	63143	(\$71.09)
Badgleys Landscape LLC	91798	005 000 518 20 40 02	Rental Property Services	Landscaping Maint 1819 S Lake 02-2025	63143	\$777.03
Badgleys Landscape LLC	91877	005 000 382 10 00 00	Rental Property Deposits	Landscaping Maint 1819 S Lake 03-2025 Retainage	63143	(\$71.09)
Badgleys Landscape LLC	91877	005 000 518 20 40 02	Rental Property Services	Landscaping Maint 1819 S Lake 03-2025	63143	\$777.03
					63143 Total	\$2,117.82

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Beaver Heating & Air LLC	BLD2025-0015	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0015 State Building Permit Fee Refund	63107	\$6.50
					63107 Total	\$6.50
Beazizo	041525 BEAZIZO	001 008 521 40 49 01	LE- Staff Development	CISM/GRM Training Meal PerDiem - Beazizo	63144	\$258.00
					63144 Total	\$258.00
BelRed Heating Cooling & Plumbing	BLD2025-0008	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0008 State Building Permit Fee Refund	63108	\$6.50
					63108 Total	\$6.50
BeyondTrust Corporation	Q-1015225-1	510 006 518 80 49 25	LR - Bomgar Cloud Remote Admin	Remote Support Concurrent User Cloud	63145	\$3,283.01
					63145 Total	\$3,283.01
Bickford Motors Inc	968153	101 016 542 30 48 00	ST-Repair & Maintenance	Vehicle Repair Services PW42	63146	\$239.37
Bickford Motors Inc	1290485	101 016 544 90 31 02	ST-Operating Cost	Cylinder PW42	63146	\$114.31
Bickford Motors Inc	1290485	101 016 544 90 31 02	ST-Operating Cost	RTD Key PW42	63146	\$139.16
Bickford Motors Inc	1290485	101 016 544 90 31 02	ST-Operating Cost	Switch Assy PW42	63146	\$86.64
Bickford Motors Inc	1290502	101 016 544 90 31 02	ST-Operating Cost	Key PW42	63146	\$8.58
Bickford Motors Inc	1290616	101 016 544 90 31 02	ST-Operating Cost	Module - D PW42	63146	\$713.83
Bickford Motors Inc	CM1290485	101 016 544 90 31 02	ST-Operating Cost	RTD Key PW42 Refund	63146	(\$139.16)
					63146 Total	\$1,162.73
Birrieria Y Taqueria Birria Kings	LUA2025-0006	633 000 389 30 00 08	Fire DistrictFees	LUA2025-0006 Fire Technology Fee Refund	63109	\$2.73
					63109 Total	\$2.73
Bobs Heating & AC	BLD2025-0013	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0013 State Building Permit Fee Refund	63110	\$6.50
Bobs Heating & AC	BLD2025-0045	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0045 State Building Permit Fee Refund	63110	\$6.50
Bobs Heating & AC	BLD2025-0084	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0084 State Building Permit Fee Refund	63110	\$6.50
Bobs Heating & AC	BLD2025-0087	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0087 State Building Permit Fee Refund	63110	\$6.50
Bobs Heating & AC	BLD2025-0089	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0089 State Building Permit Fee Refund	63110	\$6.50
Bobs Heating & AC	BLD2025-0096	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0096 State Building Permit Fee Refund	63110	\$6.50
Bobs Heating & AC	BLD2025-0108	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0108 State Building Permit Fee Refund	63110	\$6.50
Bobs Heating & AC	BLD2025-0143	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0143 State Building Permit Fee Refund	63110	\$6.50
					63110 Total	\$52.00
Carstar Collision Specialties	2113 REISSUE	101 016 542 30 48 00	ST-Repair & Maintenance	Reissue Ck #62813 - Vehicle Repair Services PW87	63147	\$467.40
Carstar Collision Specialties	2179	101 016 542 30 48 00	ST-Repair & Maintenance	Vehicle Repair Services PW58	63147	\$1,352.08
Carstar Collision Specialties	2179	410 016 531 10 48 00	SW - Repairs & Maintenance	Vehicle Repair Services PW58	63147	\$1,352.07
					63147 Total	\$3,171.55
Cascade Energy Services	BLD2025-0058	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0058 State Building Permit Fee Refund	63111	\$6.50
					63111 Total	\$6.50
Central Welding Supply Co Inc	2314780	001 010 576 80 31 00	PK-Operating Supplies	Argon/Centrashield/Propane	63148	\$37.76
Central Welding Supply Co Inc	2314780	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	63148	\$37.77
Central Welding Supply Co Inc	2314780	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	63148	\$37.76
					63148 Total	\$113.29
Central Welding Supply Co Inc	FIR2025-0003	633 000 389 30 00 08	Fire DistrictFees	FIR2025-0003 Fire Technology Fee Refund	63112	\$8.28
					63112 Total	\$8.28
City of Everett	I25001123	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	63149	\$33.30
					63149 Total	\$33.30
CM Heating	BLD2025-0006	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0006 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0009	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0009 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0021	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0021 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0039	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0039 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0043	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0043 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0046	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0046 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0054	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0054 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0072	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0072 State Building Permit Fee Refund	63113	\$6.50

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
CM Heating	BLD2025-0073	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0073 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0074	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0074 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0075	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0075 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0079	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0079 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0090	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0090 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0100	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0100 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0101	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0101 State Building Permit Fee Refund	63113	\$6.50
CM Heating	BLD2025-0111	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0111 State Building Permit Fee Refund	63113	\$6.50
					63113 Total	\$104.00
Cooper	041425 COOPER	001 008 521 40 49 01	LE- Staff Development	Animal Care EXPO Meal PerDiem - Cooper	63150	\$493.00
					63150 Total	\$493.00
Criminal Justice Training Commission	201140726	001 008 521 40 49 01	LE- Staff Development	Sudden Unexpected Infant Death Investigations - O Scholz	63151	\$150.00
Criminal Justice Training Commission	201140748	001 008 521 40 49 01	LE- Staff Development	Collision Investigation Basic - M Lewis	63151	\$100.00
					63151 Total	\$250.00
Daily Journal of Commerce Inc	3407674	001 010 576 80 42 01	PK-Advertising Services	RFP Advertising PROS Plan	63152	\$296.80
Daily Journal of Commerce Inc	3408200	410 016 531 10 41 10	SW - Prof Service - CCTV	RFB Stormwater Pipe Cleaning and CCTV Inspections	63152	\$392.20
					63152 Total	\$689.00
Datec Inc	64930	510 006 594 18 64 00	Capital - Purch Computer Equip	Panasonic Protection Plus Warranty (14) PD Laptop Refresh	63153	\$3,672.48
Datec Inc	64930	510 006 594 18 64 00	Capital - Purch Computer Equip	Panasonic Toughbooks (14) PD Laptop Refresh	63153	\$39,127.21
					63153 Total	\$42,799.69
David Evans and Associates Inc	583662	410 016 531 10 41 01	SW - Professional Services	36th St NE Bridge Inspections	63154	\$1,010.09
					63154 Total	\$1,010.09
DCI Engineers	232659	411 016 594 31 60 11	131st Ave NE Sewer Ext	131st Sewer Ext Project	63155	\$401.88
					63155 Total	\$401.88
Dept of Labor and Industries	349097	005 000 518 20 40 02	Rental Property Services	L&I Violation Penalty - 10515 20th St SE	63156	\$285.40
Dept of Labor and Industries	356453	005 000 518 20 40 02	Rental Property Services	L&I Renewal for Annual Operating Certificate - 10515 20th St SE	63156	\$174.30
Dept of Labor and Industries	357214	005 000 518 20 40 02	Rental Property Services	L&I Violation Penalty - 10515 20th St SE	63156	\$457.00
					63156 Total	\$916.70
Dept of Licensing	032225 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 03/16/25 - 03/22/25	63157	\$18.00
					63157 Total	\$18.00
Dept of Retirement (Deferred Comp)	3252025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$9,768.06
					EFT Total	\$9,768.06
Dept of Retirement PERS LEOFF	3252025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$89,197.84
Dept of Retirement PERS LEOFF	3252025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$316.35
					EFT Total	\$89,514.19
Dobbs Heavy Duty Holdings LLC	026P65272	101 016 544 90 31 02	ST-Operating Cost	Glass Windshield PW66 Crane Truck Credit	63158	(\$236.49)
Dobbs Heavy Duty Holdings LLC	026P65272	410 016 531 10 31 02	SW - Operating Costs	Glass Windshield PW66 Crane Truck Credit	63158	(\$236.49)
Dobbs Heavy Duty Holdings LLC	026P68446	101 016 544 90 31 02	ST-Operating Cost	Sensor Throttle Cat 8 Volt PW78	63158	\$265.27
Dobbs Heavy Duty Holdings LLC	026P68446	410 016 531 10 31 02	SW - Operating Costs	Sensor Throttle Cat 8 Volt PW78	63158	\$265.27
					63158 Total	\$57.56
Edmonds Plumbing Inc	BLD2025-0012	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0012 State Building Permit Fee Refund	63114	\$6.50
					63114 Total	\$6.50
EFTPS	3252025	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$151,754.02
					EFT Total	\$151,754.02
Electronic Business Machines	AR293831	001 010 576 80 48 00	PK-Repair & Maintenance	Credit Inv #AR293831 Duplicate Pymt - 2YJ14491	63159	(\$55.39)
Electronic Business Machines	AR293831	101 016 542 30 48 00	ST-Repair & Maintenance	Credit Inv #AR293831 Duplicate Pymt - 2YJ14491	63159	(\$55.38)
Electronic Business Machines	AR293831	410 016 531 10 48 00	SW - Repairs & Maintenance	Credit Inv #AR293831 Duplicate Pymt - 2YJ14491	63159	(\$55.39)

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Electronic Business Machines	AR299878	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - QNN08471	63159	\$10.75
Electronic Business Machines	AR299878	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - QNN08471	63159	\$10.75
Electronic Business Machines	AR299878	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - QNN08471	63159	\$10.75
Electronic Business Machines	AR300975	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	63159	\$38.40
Electronic Business Machines	AR300975	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	63159	\$38.39
Electronic Business Machines	AR300975	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	63159	\$38.40
Electronic Business Machines	AR301105	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2XW05905	63159	\$61.15
					63159 Total	\$42.43
Essential Heating & Air	BLD2025-0107	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0107 State Building Permit Fee Refund	63115	\$6.50
					63115 Total	\$6.50
Fast Water Heater	BLD2025-0022	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0022 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0023	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0023 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0024	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0024 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0025	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0025 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0026	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0026 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0032	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0032 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0081	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0081 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0082	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0082 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0083	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0083 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0085	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0085 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0114	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0114 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0115	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0115 State Building Permit Fee Refund	63116	\$6.50
Fast Water Heater	BLD2025-0117	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0117 State Building Permit Fee Refund	63116	\$6.50
					63116 Total	\$84.50
Fastenal Company	WAARN177424	101 016 544 90 31 02	ST-Operating Cost	Deicer/Gloves/KnockerLoose/Instashine	63160	\$69.15
Fastenal Company	WAARN177424	410 016 531 10 31 02	SW - Operating Costs	Deicer/Gloves/KnockerLoose/Instashine	63160	\$69.14
Fastenal Company	WAARN177443	101 016 544 90 31 02	ST-Operating Cost	Gloves/QwikStiks	63160	\$46.57
Fastenal Company	WAARN177443	410 016 531 10 31 02	SW - Operating Costs	Gloves/QwikStiks	63160	\$46.56
					63160 Total	\$231.42
Gailey	030825 GAILEY	001 001 513 10 49 01	Executive - Prof. Development	NLC Flight Reimbursement - Gailey	63161	\$531.60
Gailey	030825 GAILEY	001 001 513 10 49 01	Executive - Prof. Development	NLC Hotel Reimbursement - Gailey	63161	\$2,023.35
Gailey	030825 GAILEY	001 001 513 10 49 01	Executive - Prof. Development	NLC Uber Reimbursement - Gailey	63161	\$19.93
					63161 Total	\$2,574.88
GCP WW Holdco LLC	CM2010000795	001 010 576 80 31 01	PK-Ops-Clothing	Boots Return - J Langland	63162	(\$144.40)
GCP WW Holdco LLC	INV2010018021	001 010 576 80 31 01	PK-Ops-Clothing	Bib Overalls - F Lazo	63162	\$118.68
GCP WW Holdco LLC	INV2010018021	001 010 576 80 31 01	PK-Ops-Clothing	HV Vest - F Lazo	63162	\$19.77
GCP WW Holdco LLC	INV2010018021	001 010 576 80 31 01	PK-Ops-Clothing	HV Yellow Pants - F Lazo	63162	\$93.95
GCP WW Holdco LLC	INV2010018021	001 010 576 80 31 01	PK-Ops-Clothing	Jacket - F Lazo	63162	\$296.71
GCP WW Holdco LLC	INV2010018021	001 010 576 80 31 01	PK-Ops-Clothing	Rubber Boots - F Lazo	63162	\$133.52
GCP WW Holdco LLC	INV2010018022	001 010 576 80 31 01	PK-Ops-Clothing	Safety Boots - F Lazo	63162	\$197.81
GCP WW Holdco LLC	INV2010018041	001 010 576 80 31 01	PK-Ops-Clothing	Boots (Returned) - J Langland	63162	\$144.40
GCP WW Holdco LLC	INV2010018041	001 010 576 80 31 01	PK-Ops-Clothing	Boots (To be Reimbursed) - J Langland	63162	\$118.68
GCP WW Holdco LLC	INV2010018091	101 016 542 90 31 01	ST-Clothing	Boots - C MacDonald	63162	\$158.25
GCP WW Holdco LLC	INV2010018091	410 016 531 10 31 00	SW - Clothing	Boots - C MacDonald	63162	\$158.25
GCP WW Holdco LLC	INV2010018112	001 010 576 80 31 01	PK-Ops-Clothing	Boots - J Langland	63162	\$390.67
					63162 Total	\$1,686.29
Granite Construction Supply	105976	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Sign 91st Ave SE	63163	\$98.91
Granite Construction Supply	106000	101 016 542 64 31 00	ST-Traffic Control - Supply	Perforated Telespar/Anchors/Posts/ Bolts/Brackets	63163	\$11,874.15
					63163 Total	\$11,973.06

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Grassl	BLD2025-0050	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0050 State Building Permit Fee Refund	63117	\$6.50
					63117 Total	\$6.50
Green	022725 GREEN	001 010 576 80 49 01	PK-Staff Development	NRPA CPRP Renewal Reimbursement - D Green	63164	\$70.00
					63164 Total	\$70.00
Greenwood Heating & AC	BLD2025-0047	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0047 State Building Permit Fee Refund	63118	\$6.50
					63118 Total	\$6.50
Halverson	031825 AARON	101 016 542 30 49 01	ST-Staff Development	WCMA Conf Mileage PerDiem - Halverson	63165	\$136.85
Halverson	031825 AARON	410 016 531 10 49 01	SW - Staff Development	WCMA Conf Mileage PerDiem - Halverson	63165	\$136.85
					63165 Total	\$273.70
Hathaway	37935	001 010 576 80 31 00	PK-Operating Supplies	Nameplate - V Dees	63166	\$14.23
Hathaway	37935	001 010 576 80 31 00	PK-Operating Supplies	Nameplate Wall Holder - T Woldridge	63166	\$13.19
					63166 Total	\$27.42
Home Comfort Alliance	BLD2025-0003	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0003 State Building Permit Fee Refund	63119	\$6.50
Home Comfort Alliance	BLD2025-0042	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0042 State Building Permit Fee Refund	63119	\$6.50
Home Comfort Alliance	BLD2025-0051	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0051 State Building Permit Fee Refund	63119	\$6.50
					63119 Total	\$19.50
Honey Bucket	554753256	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	63167	\$182.05
Honey Bucket	554758850	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	63167	\$290.95
Honey Bucket	554764589	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Heights	63167	\$257.40
					63167 Total	\$730.40
Houghtaling	032625 NATASHA	001 010 576 80 31 00	PK-Operating Supplies	PW/Parks Spring Clean Up Meal/Waters/Misc Supplies Reimbursement	63168	\$80.82
Houghtaling	032625 NATASHA	101 016 544 90 31 02	ST-Operating Cost	PW/Parks Spring Clean Up Meal/Waters/Misc Supplies Reimbursement	63168	\$80.83
Houghtaling	032625 NATASHA	410 016 531 10 31 02	SW - Operating Costs	PW/Parks Spring Clean Up Meal/Waters/Misc Supplies Reimbursement	63168	\$80.83
					63168 Total	\$242.48
HSA Bank	3252025	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	63100	\$200.00
					63100 Total	\$200.00
Industrial Bolt and Supply Inc	869908-2	101 016 544 90 31 02	ST-Operating Cost	Cable Clamps	63169	\$34.78
Industrial Bolt and Supply Inc	869908-2	410 016 531 10 31 02	SW - Operating Costs	Cable Clamps	63169	\$34.78
					63169 Total	\$69.56
IP Design	LUA2025-0005	633 000 389 30 00 08	Fire DistrictFees	LUA2025-0005 Fire Technology Fee Refund	63120	\$3.06
					63120 Total	\$3.06
Jacuzzi Bath Remodel of Seattle	BLD2025-0060	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0060 State Building Permit Fee Refund	63121	\$6.50
					63121 Total	\$6.50
Jolly Family Corporation	471--126289	001 013 518 20 31 00	GG-Operating Costs	Employees Only Signs for CH	63170	\$219.04
					63170 Total	\$219.04
Jorstad	032425 JORSTAD	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly In Flight Reimbursement - Jorstad	63171	\$322.16
					63171 Total	\$322.16
KBA Inc	3009325	304 016 595 30 60 05	R2 - Main Street	Main Street Improvement Project	63172	\$9,133.26
KBA Inc	3009354	304 016 595 30 60 05	R2 - Main Street	Main Street Improvement Project	63172	\$25,927.30
					63172 Total	\$35,060.56
Kimley Horn and Associates Inc	31189124	304 016 595 30 60 06	R2- 20th & Main (Rd Impvmnts)	Main St RAB	63173	\$13,161.09
					63173 Total	\$13,161.09
Kings Heating Inc	BLD2025-0044	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0044 State Building Permit Fee Refund	63122	\$25.00
					63122 Total	\$25.00
Klinkers	022725 KLINKERS	101 016 542 30 49 01	ST-Staff Development	AWPA Spring Conf Registration - E Mangold	63174	\$275.00
Klinkers	022725 KLINKERS	101 016 542 30 49 01	ST-Staff Development	AWPA Spring Conf Registration - K Klinkers	63174	\$275.00
Klinkers	022725 KLINKERS	410 016 531 10 49 01	SW - Staff Development	AWPA Spring Conf Registration - E Mangold	63174	\$275.00
Klinkers	022725 KLINKERS	410 016 531 10 49 01	SW - Staff Development	AWPA Spring Conf Registration - K Klinkers	63174	\$275.00
					63174 Total	\$1,100.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Industries LLC	306492	410 016 531 10 31 02	SW - Operating Costs	Dump Site Fill Material, Clean - Hauled In	63175	\$288.00
Lake Industries LLC	306518	410 016 531 10 31 02	SW - Operating Costs	Dump Site Fill Material, Clean - Hauled In	63175	\$288.00
Lake Industries LLC	306541	410 016 531 10 31 02	SW - Operating Costs	Dump Site Fill Material Clean - Hauled In	63175	\$384.00
					63175 Total	\$960.00
Lake Stevens Police Guild	3252025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	63101	\$1,447.00
					63101 Total	\$1,447.00
Lake Stevens Sewer District	25516	411 016 594 31 60 11	131st Ave NE Sewer Ext	131st Ave NE Sewer Extension	63176	\$239.20
					63176 Total	\$239.20
Land Development Consultants Inc	37583	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Park Playfields	63177	\$3,377.00
					63177 Total	\$3,377.00
Land Pro Group	LUA2025-0028	633 000 389 30 00 08	Fire DistrictFees	LUA2025-0028 Fire Technology Fee Refund	63123	\$9.18
					63123 Total	\$9.18
Lanto	041325 LANTO	001 008 521 40 49 01	LE- Staff Development	BLME Training Meal PerDiem - Lanto	63178	\$469.00
					63178 Total	\$469.00
Leatham Family LLC	524237	001 008 521 20 31 01	LE-Fixed Minor Equipment	Lake Stevens Police Department Leading with Service Coin	63179	\$1,017.03
					63179 Total	\$1,017.03
Lifetime Heating & Air Conditioning	BLD2025-0001	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0001 State Building Permit Fee Refund	63124	\$6.50
Lifetime Heating & Air Conditioning	BLD2025-0014	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0014 State Building Permit Fee Refund	63124	\$6.50
Lifetime Heating & Air Conditioning	BLD2025-0035	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0035 State Building Permit Fee Refund	63124	\$6.50
Lifetime Heating & Air Conditioning	BLD2025-0091	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0091 State Building Permit Fee Refund	63124	\$6.50
					63124 Total	\$26.00
Lynden Incorporated	4573202	101 016 542 66 31 00	ST-Snow & Ice - Sply	Deicer Salt	63180	\$6,935.87
Lynden Incorporated	4574472	101 016 542 66 31 00	ST-Snow & Ice - Sply	Deicer Salt	63180	\$5,977.62
Lynden Incorporated	4575795	101 016 542 66 31 00	ST-Snow & Ice - Sply	Deicer Salt	63180	\$6,918.79
					63180 Total	\$19,832.28
Mainvue WA LLC	LUA2025-0025	633 000 389 30 00 08	Fire DistrictFees	LUA2025-0025 Fire Technology Fee Refund	63125	\$6.12
					63125 Total	\$6.12
McCarthy Electric & Heating Technologies	BLD2025-0038	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0038 State Building Permit Fee Refund	63126	\$6.50
					63126 Total	\$6.50
McDaniels Do It Center	668	101 016 544 90 31 02	ST-Operating Cost	Handle	63181	\$103.82
					63181 Total	\$103.82
MissionSquare - 108991	6563782	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	63102	\$519.26
					63102 Total	\$519.26
MissionSquare - 307428	6471231	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	63103	\$2,349.85
					63103 Total	\$2,349.85
Monroe Correctional Complex	MCC2502.0035	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 02-2025	63182	\$134.16
Monroe Correctional Complex	MCC2502.0035	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 02-2025	63182	\$162.69
					63182 Total	\$296.85
Nationwide Retirement Solution	3252025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$8,634.12
					EFT Total	\$8,634.12
Nirvana Mechanical LLC	BLD2025-0034	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0034 State Building Permit Fee Refund	63127	\$6.50
Nirvana Mechanical LLC	BLD2025-0061	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0061 State Building Permit Fee Refund	63127	\$6.50
Nirvana Mechanical LLC	BLD2025-0104	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0104 State Building Permit Fee Refund	63127	\$6.50
					63127 Total	\$19.50
Nordstrom Heating & Air Inc	BLD2025-0010	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0010 State Building Permit Fee Refund	63128	\$6.50
Nordstrom Heating & Air Inc	BLD2025-0124	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0124 State Building Permit Fee Refund	63128	\$6.50
					63128 Total	\$13.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
NPR Commercial Construction Inc	6643	410 016 531 10 41 01	SW - Professional Services	Install Chain Link Fence DOE Way	63183	\$6,448.70
					63183 Total	\$6,448.70
O Reilly Auto Parts	2960-120909	101 016 544 90 31 02	ST-Operating Cost	Flashers PW40	63184	\$16.61
O Reilly Auto Parts	2960-120909	410 016 531 10 31 02	SW - Operating Costs	Flashers PW40	63184	\$16.60
O Reilly Auto Parts	2960-121427	101 016 544 90 31 02	ST-Operating Cost	Headlight PW42	63184	\$57.54
O Reilly Auto Parts	2960-121884	101 016 544 90 31 02	ST-Operating Cost	Battery PW88	63184	\$99.81
O Reilly Auto Parts	2960-121884	410 016 531 10 31 02	SW - Operating Costs	Battery PW88	63184	\$99.80
O Reilly Auto Parts	2960-121938	101 016 544 90 31 02	ST-Operating Cost	Prorated Battery Return PW88	63184	(\$99.81)
O Reilly Auto Parts	2960-121938	410 016 531 10 31 02	SW - Operating Costs	Prorated Battery Return PW88	63184	(\$99.80)
O Reilly Auto Parts	2960-122065	101 016 544 90 31 02	ST-Operating Cost	Brushes - Shop	63184	\$32.78
O Reilly Auto Parts	2960-122065	410 016 531 10 31 02	SW - Operating Costs	Brushes - Shop	63184	\$32.78
O Reilly Auto Parts	2960-123183	101 016 544 90 31 02	ST-Operating Cost	Capsule PW42	63184	\$21.23
O Reilly Auto Parts	2960-123363	101 016 544 90 31 02	ST-Operating Cost	Oil Filters - Shop	63184	\$5.78
O Reilly Auto Parts	2960-123363	410 016 531 10 31 02	SW - Operating Costs	Oil Filters - Shop	63184	\$5.78
O Reilly Auto Parts	2960-124673	101 016 544 90 31 02	ST-Operating Cost	Wiper Fluid - Shop	63184	\$18.33
O Reilly Auto Parts	2960-124673	410 016 531 10 31 02	SW - Operating Costs	Wiper Fluid - Shop	63184	\$18.33
O Reilly Auto Parts	2960-125261	410 016 531 10 31 02	SW - Operating Costs	Oil Filters/Motor Oil PW56	63184	\$181.81
					63184 Total	\$407.57
Ojalehto	031125 OJALEHTO	101 016 542 30 49 01	ST-Staff Development	NWPWI PW Essentials Meal PerDiem - Ojalehto	63185	\$54.00
Ojalehto	031125 OJALEHTO	101 016 542 30 49 01	ST-Staff Development	NWPWI PW Essentials Mileage PerDiem - Ojalehto	63185	\$62.44
Ojalehto	031125 OJALEHTO	410 016 531 10 49 01	SW - Staff Development	NWPWI PW Essentials Meal PerDiem - Ojalehto	63185	\$54.00
Ojalehto	031125 OJALEHTO	410 016 531 10 49 01	SW - Staff Development	NWPWI PW Essentials Mileage PerDiem - Ojalehto	63185	\$62.44
					63185 Total	\$232.88
Pace Engineers Inc	94427	411 016 594 31 60 11	131st Ave NE Sewer Ext	131st Ave NE Sewer Main Ext	63186	\$9,461.50
Pace Engineers Inc	94987	411 016 594 31 60 11	131st Ave NE Sewer Ext	131st Ave NE Sewer Main Ext	63186	\$2,182.00
					63186 Total	\$11,643.50
Pace Engineers Inc	LUA2025-0013	633 000 389 30 00 08	Fire DistrictFees	LUA2025-0013 Fire Technology Fee Refund	63129	\$12.18
					63129 Total	\$12.18
Peltram Plumbing LLC	FIR2025-0006	633 000 389 30 00 08	Fire DistrictFees	FIR2025-0006 Fire Technology Fee Refund	63130	\$9.33
					63130 Total	\$9.33
Performance Systems Puget Sound	FIR2025-0005	633 000 389 30 00 08	Fire DistrictFees	FIR2025-0005 Fire Technology Fee Refund	63131	\$8.28
					63131 Total	\$8.28
Perteet Inc	20240245.0000 - 1	004 010 594 76 60 03	PR - LS Bayview Connector	LS Bayview Trail	63187	\$3,192.25
Perteet Inc	20240250.0000 - 1	120 016 542 30 41 00	TBP - Pavement Preservation	2025 Pavement Preservation	63187	\$3,626.60
					63187 Total	\$6,818.85
Petrocard Inc	0548891-IN	101 016 542 30 32 00	ST-Fuel	Fuel	63188	\$1,477.27
Petrocard Inc	0548891-IN	410 016 531 10 32 00	SW - Fuel	Fuel	63188	\$1,477.26
					63188 Total	\$2,954.53
PODS Enterprises LLC	PODS009063993	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	63189	\$179.25
PODS Enterprises LLC	PODS009069202	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	63189	\$179.25
					63189 Total	\$358.50
Precision Turf Equipment LLC	12088-60604	001 010 576 80 31 05	PK-R&M Supplies	Mover Blade	63190	\$147.82
Precision Turf Equipment LLC	12088-60639	001 010 576 80 48 00	PK-Repair & Maintenance	Blower Repair	63190	\$77.64
Precision Turf Equipment LLC	12088-60641	001 010 576 80 48 00	PK-Repair & Maintenance	Trimmer Repair	63190	\$57.28
					63190 Total	\$282.74
Puget Sound Clean Air Agency	25-051 Q2 2025	001 013 553 70 41 00	GG - Air Pollution	Q2 2025 Clean Air Assessment	63191	\$8,546.75
					63191 Total	\$8,546.75

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Puget Sound Energy	200003723810 03-2025	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	63192	\$387.72
Puget Sound Energy	200024316495 03-2025	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	63192	\$340.17
Puget Sound Energy	200024316495 03-2025	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	63192	\$340.16
Puget Sound Energy	200024316495 03-2025	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	63192	\$340.16
Puget Sound Energy	220022339471 03-2025	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	63192	\$822.61
Puget Sound Energy	220024770236 03-2025	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	63192	\$451.48
Puget Sound Energy	220028663866 03-2025	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	63192	\$545.90
Puget Sound Energy	220028663874 03-2025	005 000 518 20 40 01	Rental Property Utilities	Natural Gas - 1819 S Lake Stevens Rd	63192	\$232.49
					63192 Total	\$3,460.69
San Diego Police Equipment Co Inc	664787	001 008 521 20 31 01	LE-Fixed Minor Equipment	Federal .223 55GR FMJ-BT	63193	\$3,146.53
San Diego Police Equipment Co Inc	664787	001 008 521 20 31 01	LE-Fixed Minor Equipment	Speer Lawman 9MM 147GR TMJ	63193	\$2,723.75
San Diego Police Equipment Co Inc	664850	001 008 521 20 31 01	LE-Fixed Minor Equipment	Federal Tactical Bonded .223 62GR SP	63193	\$6,887.27
					63193 Total	\$12,757.55
Seatown Electric Corp	BLD2025-0028	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0028 State Building Permit Fee Refund	63132	\$6.50
Seatown Electric Corp	BLD2025-0055	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0055 State Building Permit Fee Refund	63132	\$6.50
					63132 Total	\$13.00
Six Robblees Inc	14P45645	101 016 544 90 31 02	ST-Operating Cost	Fender Back for 6001	63194	\$100.23
Six Robblees Inc	14P45645	101 016 544 90 31 02	ST-Operating Cost	Tandem Fender w/Valance	63194	\$284.02
Six Robblees Inc	14P46033	101 016 544 90 31 02	ST-Operating Cost	Trailer Breakaway Kit	63194	\$42.08
					63194 Total	\$426.33
Snohomish County PUD	100832691	005 000 518 20 40 01	Rental Property Utilities	224442301 - 10519 20th St SE Ste 5	63195	\$61.66
Snohomish County PUD	100832691	005 000 518 20 40 01	Rental Property Utilities	224442301 - 10519 20th St SE Ste 6	63195	\$54.22
Snohomish County PUD	100832691	005 000 518 20 40 01	Rental Property Utilities	224442301 - 10519 Ste 5 & 6 - Start Svc/Reconnect Fee	63195	\$95.00
Snohomish County PUD	100832944	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	63195	\$9.20
Snohomish County PUD	100832944	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	63195	\$1,410.65
Snohomish County PUD	100832944	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	63195	\$221.03
Snohomish County PUD	100834211	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	63195	\$458.76
Snohomish County PUD	100834211	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	63195	\$458.77
Snohomish County PUD	100834211	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	63195	\$458.77
Snohomish County PUD	109687703	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	63195	\$79.88
Snohomish County PUD	112973457	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	63195	\$27.77
Snohomish County PUD	112979034	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	63195	\$66.88
Snohomish County PUD	116273392	005 000 518 20 40 01	Rental Property Utilities	224091256 10515 20th St SE	63195	\$271.09
Snohomish County PUD	116273392	005 000 518 20 40 01	Rental Property Utilities	224091256 10519 20th St SE	63195	\$244.31
Snohomish County PUD	119571152	005 000 518 20 40 01	Rental Property Utilities	224209403 10519 20th St SE Ste 3A & 3B	63195	\$68.62
Snohomish County PUD	122870616	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	63195	\$142.21
Snohomish County PUD	122876476	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	63195	\$91.61
Snohomish County PUD	122880903	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	63195	\$39.98
Snohomish County PUD	129463481	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	63195	\$68.47
Snohomish County PUD	129463482	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	63195	\$186.33
Snohomish County PUD	129468573	101 016 542 63 47 00	ST-Lighting - Utilities	223611120 Traffic Light	63195	\$66.23
Snohomish County PUD	129468574	101 016 542 63 47 00	ST-Lighting - Utilities	223687294 Street Lights	63195	\$40.76
Snohomish County PUD	132777605	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	63195	\$67.85
Snohomish County PUD	132778245	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	63195	\$675.04
Snohomish County PUD	136094051	001 010 576 80 47 00	PK-Utilities	223973587 Sunset Park Electric	63195	\$33.81
Snohomish County PUD	139286203	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	63195	\$14,282.39
Snohomish County PUD	139286204	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	63195	\$1,687.90
Snohomish County PUD	139286205	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	63195	\$1,408.43

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	139291944	001 010 576 80 47 00	PK-Utilities	222205049 Oak Park Electric	63195	\$47.00
					63195 Total	\$22,824.62
Snohomish County PUD	142627163	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	63196	\$38.48
Snohomish County PUD	142627163	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	63196	\$122.14
Snohomish County PUD	142627163	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	63196	\$65.97
Snohomish County PUD	142627163	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	63196	\$764.85
Snohomish County PUD	142627163	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	63196	\$63.73
Snohomish County PUD	142627163	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	63196	\$378.58
Snohomish County PUD	142627163	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	63196	\$451.94
Snohomish County PUD	142627163	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	63196	\$206.92
Snohomish County PUD	142627163	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	63196	\$53.82
Snohomish County PUD	142633318	001 010 576 80 47 00	PK-Utilities	223759374 Cedarwood Water	63196	\$65.20
Snohomish County PUD	149284290	001 010 576 80 47 00	PK-Utilities	223477167 Mill Spur Electric	63196	\$157.35
Snohomish County PUD	149285515	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric/Water	63196	\$340.04
Snohomish County PUD	149289234	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	63196	\$102.02
Snohomish County PUD	152594124	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	63196	\$31.80
Snohomish County PUD	155867696	001 010 576 80 47 00	PK-Utilities	222625881 Frontier Circle Water	63196	\$63.73
Snohomish County PUD	155871344	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	63196	\$558.31
Snohomish County PUD	155873395	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	63196	\$75.05
Snohomish County PUD	155874614	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	63196	\$70.78
Snohomish County PUD	155878806	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	63196	\$29.76
Snohomish County PUD	162219948	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	63196	\$123.65
Snohomish County PUD	162221229	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	63196	\$65.86
Snohomish County PUD	165403351	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	63196	\$68.00
Snohomish County PUD	165407719	005 000 518 20 40 01	Rental Property Utilities	222450314 Commercial Bldg 1819 S Lake Stevens	63196	\$435.66
Snohomish County PUD	165410946	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Row Club Electric/Water	63196	\$181.32
Snohomish County PUD	165412229	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	63196	\$98.99
Snohomish County PUD	165412229	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	63196	\$98.99
Snohomish County PUD	165412229	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	63196	\$98.99
Snohomish County PUD	168531305	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Wtr/Electric 12308 17th Pl NE	63196	\$159.73
Snohomish County PUD	168531916	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	63196	\$34.98
					63196 Total	\$5,006.64
Snohomish County Treasurer	FY2025 (3)	004 010 594 76 60 00	Park Acquisition	2025 Recalculated Taxes & Assessment for Soper Hill Property	63197	\$621.95
					63197 Total	\$621.95
Snohomish County Treasurer	FY2025 (4)	004 010 594 76 60 00	Park Acquisition	2025 Real Estate Tax Parcel #00604900000502	63198	\$621.95
					63198 Total	\$621.95
Snohomish Tree Company LLC	3339	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Cutting - Disc Golf Cyclone Clean Up	63199	\$819.75
Snohomish Tree Company LLC	3340	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Cutting - Disc Golf Cyclone Clean Up	63199	\$2,131.35
					63199 Total	\$2,951.10
Solgen Power	FIR2025-0001	633 000 389 30 00 08	Fire DistrictFees	FIR2025-0001 Fire Technology Fee Refund	63133	\$8.28
					63133 Total	\$8.28
Sound Safety Products Co Inc	668312/1	101 016 542 90 31 01	ST-Clothing	Boots - C Sawyer	63200	\$318.69
					63200 Total	\$318.69
Sprague Pest Solutions	5744553	001 012 575 51 40 00	CS-Grimm House - Services	Pest Control - Grimm House	63201	\$105.20
Sprague Pest Solutions	5744555	001 013 518 20 41 00	GG-Professional Service	Pest Control - CH	63201	\$138.26
Sprague Pest Solutions	5744607	001 013 518 20 41 00	GG-Professional Service	Pest Control - VIC	63201	\$105.20
Sprague Pest Solutions	5744608	001 013 518 20 41 00	GG-Professional Service	Pest Control - VIC Perimeter Service	63201	\$210.40
					63201 Total	\$559.06

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Stewart Fire Protection	FIR2025-0008	633 000 389 30 00 08	Fire DistrictFees	FIR2025-0008 Fire Technology Fee Refund	63134	\$8.34
					63134 Total	\$8.34
StoneShare Corp	2019-168	001 006 518 80 41 00	IT-Professional Services	StoneShare - PW Onboarding Complete	63202	\$1,935.00
StoneShare Corp	2019-168	101 016 542 30 41 02	ST-Professional Service	StoneShare - PW Onboarding Complete	63202	\$10,000.00
StoneShare Corp	2019-168	410 016 531 10 41 01	SW - Professional Services	StoneShare - PW Onboarding Complete	63202	\$10,000.00
StoneShare Corp	2019-186	001 006 518 80 41 00	IT-Professional Services	StoneShare - Parks Onboarding Complete	63202	\$13,125.00
					63202 Total	\$35,060.00
Sugimoss Architecture	LUA2025-0012	633 000 389 30 00 08	Fire DistrictFees	LUA2025-0012 Fire Technology Fee Refund	63135	\$3.06
					63135 Total	\$3.06
Tradeworks NW	BLD2025-0080	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0080 State Building Permit Fee Refund	63136	\$6.50
					63136 Total	\$6.50
Transpo Group USA Inc	34489	304 016 595 30 60 05	R2 - Main Street	Main Street Design	63203	\$1,805.88
					63203 Total	\$1,805.88
ULINE	189752716	101 016 544 90 31 02	ST-Operating Cost	Super Gription Frost Gloves	63204	\$134.94
ULINE	189752716	410 016 531 10 31 02	SW - Operating Costs	Super Gription Frost Gloves	63204	\$134.93
ULINE	189909536	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	5gal Oil Only Spill Kit	63204	\$696.35
ULINE	189909536	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	55gal Oil Only Spill Kit	63204	\$476.94
ULINE	189909536	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Drain Seal	63204	\$734.60
ULINE	189909536	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Oil Only Heavy Sorbent	63204	\$282.87
ULINE	189909536	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Oil Only Medium Sorbent	63204	\$263.15
ULINE	189909536	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Oil Only Sorbent Sock	63204	\$385.94
ULINE	189909536	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Wire Shelving	63204	\$371.69
ULINE	190125883	001 013 518 20 31 00	GG-Operating Costs	Rags/Foaming Cleaner/Paper Towels/Toilet Paper - Gen Facilities	63204	\$429.06
ULINE	190125883	005 000 518 20 30 00	RP - Operating Supplies	Rags/Foaming Cleaner/Paper Towels/Toilet Paper - Gen Facilities	63204	\$151.44
ULINE	190125883	101 016 544 90 31 02	ST-Operating Cost	Trash Pickers/Steel Tuff Liner/Lam Pouches/Storage Bins	63204	\$814.65
ULINE	190125883	410 016 531 10 31 02	SW - Operating Costs	Label Holder/Lam Pouches/Storage Bins	63204	\$426.88
					63204 Total	\$5,303.44
Verizon Wireless	6107421854	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	63205	\$295.96
Verizon Wireless	6107421854	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	63205	\$42.28
Verizon Wireless	6107421854	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	63205	\$47.28
Verizon Wireless	6107421854	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	63205	\$184.12
Verizon Wireless	6107421854	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	63205	\$47.28
Verizon Wireless	6107421854	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	63205	\$226.40
Verizon Wireless	6107421854	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	63205	\$273.68
Verizon Wireless	6107421854	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	63205	\$323.53
Verizon Wireless	6107421854	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	63205	\$209.59
Verizon Wireless	6107421854	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	63205	\$814.05
Verizon Wireless	6107421854	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	63205	\$1,013.67
Verizon Wireless	6107421854	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	63205	\$1,013.67
Verizon Wireless	6109244706	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	63205	\$3,249.14
					63205 Total	\$7,740.65
Washington Alarm Inc	648046	005 000 518 20 40 02	Rental Property Services	Fire Alarm Monitoring 10515 20th St SE 04-2025	63206	\$49.19
Washington Alarm Inc	648047	005 000 518 20 40 02	Rental Property Services	Elevator Monitoring 10515 20th St SE 04-2025	63206	\$27.33
Washington Alarm Inc	648048	005 000 518 20 40 02	Rental Property Services	Fire Alarm Monitoring 10519 20th St SE 04-2025	63206	\$49.19
					63206 Total	\$125.71
Washington Energy Services	BLD2025-0141	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0141 State Building Permit Fee Refund	63137	\$6.50
					63137 Total	\$6.50
Washington Generators LLC	BLD2025-0102	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0102 State Building Permit Fee Refund	63138	\$6.50
					63138 Total	\$6.50

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Washington State Department of Ecology	25-WAR045523B-1	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	FY 2025 Muni Stormwater Phase 2	63207	\$16,301.00
					63207 Total	\$16,301.00
Washington State Support Registry	3252025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$1,090.08
					EFT Total	\$1,090.08
WEX Bank	103720170	001 008 521 20 32 00	LE-Fuel	Fuel	63208	\$7,682.05
					63208 Total	\$7,682.05
WR Lake Stevens LLC	02-2025 CH	001 002 513 11 41 00	AD-Professional Services	Car Washes for Admin Vehicles	63209	\$20.00
WR Lake Stevens LLC	02-2025 CH	001 005 518 10 41 00	HR-Professional Services	Car Washes for HR Vehicles	63209	\$20.00
WR Lake Stevens LLC	02-2025 CH	001 006 518 80 41 00	IT-Professional Services	Car Washes for IT Vehicles	63209	\$20.00
WR Lake Stevens LLC	02-2025 CH	001 007 559 30 48 00	PB-Repair & Maintenance	Car Washes for Building Vehicles	63209	\$80.00
WR Lake Stevens LLC	02-2025 CH	001 010 576 80 41 00	PK-Professional Services	Car Washes for Parks Vehicles	63209	\$60.00
WR Lake Stevens LLC	02-2025 CH	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles	63209	\$80.00
WR Lake Stevens LLC	02-2025 CH	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles	63209	\$80.00
					63209 Total	\$360.00

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

Tuesday, March 18, 2025, at 6:00 p.m.

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

CALL TO ORDER:	6:00 p.m. by Mayor Brett Gailey
ELECTED OFFICIALS PRESENT:	Councilmembers Kim Daughtry, Gary Petershagen, Steve Ewing, Marcus Tageant, Kymm Shipman and Ryan Donoghue
ELECTED OFFICIALS ABSENT:	Councilmember Anji Jorstad

Call to Order

City Department Report

Police 2024 Annual Report

Chief Beazizo presented the 2024 Annual Report, highlighting the staff's achievements and progress towards the department's strategic goals.

Discussion Items

Update on Stormwater Education and Outreach Program

Manager Farrant explained that earlier this year staff brought the 2025-2026 scope of work to the Council to develop and implement the stormwater education and outreach program with the help of the Snohomish Conservation District. At the meeting, staff informed the Council that this work is 100 percent funded by a state grant awarded to the City to implement the Phase II stormwater permit. As a matter of transparency, staff is bringing this topic back to the Council to inform you there is a 3-month gap in funding from April to June where we will not have grant funds to pay for this work. Staff is proposing to use already budgeted City funds to fund the project these 3 months. The impact to the City budget is approximately \$10,000.

Sidewalk Repair Presentation

Manager Clifton presented options for sidewalk repair to address accessibility, root damage and general structural damages.

Adjournment

The meeting adjourned at 6:58 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

March 25, 2025, at 6:00 p.m.

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

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

ELECTED OFFICIALS PRESENT: Council President Gary Petershagen, Kim Daughtry, Ryan Donoghue, Marcus Tageant, Kymm Shipman, Steve Ewing and Anji Jorstad.

Call to Order

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

Pledge of Allegiance

Mayor Brett Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present.

Approval of Agenda

Council President Donoghue asked that a Department Report from Finance Director Stevens be added to the agenda.

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Daughtry, to approve the agenda as amended. The motion passed 7-0-0-0.

Guest Business

Swearing in Officer Amanda Van Hook

Citizen Comments

Michael F., Lake Stevens. Michael asked that the City help the veterans in the community.

Council Business

Mayor Business

City Department Report

Public Works Department Report

Engineer Romanaggi presented a brief update on the 116th / 117th Avenue Pedestrian Project.

Finance Department Report

Director Stevens discussed that the City received a waiver request for the gambling tax.

MOTION: Councilmember Petershagen made a motion, seconded by Councilmember Tageant, to hold true to the information on the form for the taxes due and refund for anyone due. The motion passed 7-0-0-0.

Consent Agenda

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Donoughe, to approve the consent agenda. The motion passed 7-0-0-0.

The consent agenda items were as follows:

- 2025 Vouchers
- City Council Workshop Meeting Minutes of March 4, 2025
- City Council Regular Meeting Minutes of March 11, 2025
- Snohomish County Interlocal Agreement for Funding Parks Projects
- Ordinance 1196 amending Municipal Code Section 2.84.010 - Bonds
- King County Regional Automated Fingerprint Identification System (AFIS) – MOA

Discussion Items

Traffic Cameras

Engineer Klinkers explained that the first step in implementing a traffic safety camera program is adopting a traffic safety camera ordinance. A draft ordinance has been presented to Council for review and will be discussed at the City Council retreat on April 24th. Key considerations for the council include:

Program Implementation – Does the council support implementing a traffic safety camera program to reduce vehicle speeds on public roadways?

Enforcement Scope – Should the program be limited to school zones (enforced only when school zone lights are flashing), or should it be expanded to include school walk zones (24/7 enforcement at the posted speed limit, with a 20-mph limit when school zone lights are flashing)?

If the council moves forward with the adoption of this ordinance, the next step will be for the administration to procure contract services to conduct an analysis of potential camera locations. The findings from this analysis will be presented to the City Council for further consideration.

Executive Session – Confidential Session per RCW 42.30

The meeting recessed to Executive Session to discuss Property Acquisition for approximately 15 minutes, until 7:15 p.m. There is no action to follow.

Reconvene to Regular Session

The meeting reconvened to regular session at 7:15 p.m. There was no action.

Adjournment

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to adjourn the meeting. The motion passed 7-0-0-0.

The meeting adjourned at 7:16 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 4/8/2025

Subject: SNO911 Interlocal Agreement Changes

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Request Council to approve the proposed changes and authorize the Mayor or his designee to sign.

SUMMARY/BACKGROUND:

The amendments authorize the SNO911 board to enter into contracts for Additional Services with both member agencies and third parties (who serve member agencies). This adjustment supports the collaborative efforts of the Snohomish County EMS Joint Task Force.

These changes support the newly established Snohomish County EMS Agency (SCEMSA). Once operational, SCEMSA's governing board is expected to negotiate a Service Level Agreement (SLA) with SNO911 for the provision of dedicated staff, support services (e.g., financial management, HR, and IT), and office space within SNO911's future headquarters. The changes do not bind SNO911 to enter into the agreement but allow it to occur if and when the SNO911 Board approves it in the future.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. SNO911-ILA-Changes-Notification 20250328
2. SNO911 Interlocal Agreement 2025 Updates 20250317



ACTION REQUESTED for Proposed Amendments to the SNO911 Interlocal Agreement

Date: March 28, 2025
To: Principals of Snohomish County 911
From: Terry Peterson, Deputy Director/Board Secretary
RE: Legislative Action Requested – Updated Interlocal Agreement

Enclosed are proposed amendments to the Snohomish County 911 (SNO911) Interlocal Agreement (ILA). These amendments have been reviewed and approved by the SNO911 Board and now require formal approval from each Principal's legislative body by **May 15, 2025**, unless this authority has been delegated within your jurisdiction.

Summary of Proposed Changes

1. Expanded Contracting Authority:

The amendments authorize the SNO911 board to enter into contracts for Additional Services with both member agencies and third parties (who serve member agencies). This adjustment supports the collaborative efforts of the Snohomish County EMS Joint Task Force.

2. Preparation for Future EMS Partnership:

These changes support the newly established Snohomish County EMS Agency (SCEMSA). Once operational, SCEMSA's governing board is expected to negotiate a Service Level Agreement (SLA) with SNO911 for the provision of: dedicated staff, support services (e.g., financial management, HR, and IT), and office space within SNO911's future headquarters. The changes do not bind SNO911 to enter into the agreement, but allow it to occur if and when the SNO911 Board approves it in the future.

A redlined version of the ILA reflecting these updates is attached for your review.

Action is requested by your legislative body to approve the changes by May 15, 2025.

If you would like to provide comment to the Board, we welcome your participation. This item is on the agenda for discussion at Regular Board Meetings in April 2025. The SNO911 Board Meets Monthly on the third-Thursday of the month at 0830. Meeting notice and details are posted on our website at www.sno911.org.

If your agency has any comments or questions regarding the proposed amendments, you can reach me at tpeterson@sno911.org or (425) 407-3905.

**AMENDED AND RESTATED
SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY
INTERLOCAL AGREEMENT**

**REVISED AUGUST 2, 2018; SEPTEMBER 19, 2019; NOVEMBER 21, 2019;
AUGUST 20, 2020; APRIL 21, 2022, JUNE 20, 2024, MAY 15, 2025**

TABLE OF CONTENTS

RECITALS	1
SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER	3
SECTION 2. TERM OF AGREEMENT	5
SECTION 3. DEFINITIONS	5
SECTION 4. SNOHOMISH COUNTY 911 SERVICES	11
SECTION 5. SNOHOMISH COUNTY 911 POWERS	12
SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION	14
SECTION 7. TECHNICAL ADVISORY COMMITTEES	19
SECTION 8. ANNUAL AGENCY REPORT	21
SECTION 9. EXECUTIVE DIRECTOR	22
SECTION 10. PERSONNEL POLICY	23
SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION; RADIO SYSTEM OPERATIONS.....	23
SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS	25
SECTION 13. ISSUANCE OF DEBT	28
SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICES TO PRINCIPALS.....	28
SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES	30
SECTION 16. INVENTORY AND PROPERTY	30
SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL	30
SECTION 18. AMENDMENT OF AGREEMENT	31
SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS	32
SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.....	32
SECTION 21. DISPUTE RESOLUTION	33
SECTION 22. INSURANCE	34
SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.....	34
SECTION 24. INTERGOVERNMENTAL COOPERATION	36
SECTION 25. NOTICE	36
SECTION 26. COMPLIANCE WITH LAWS	36
SECTION 27. VENUE	37
SECTION 28. NO THIRD PARTY BENEFICIARIES	37
SECTION 29. SEVERABILITY	37
SECTION 30. RATIFICATION.....	37
SECTION 31. EXECUTION, COUNTERPARTS, AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT, AND EFFECTIVE DATE	37

EXHIBITS AND APPENDICES

Exhibit A	Process for Selecting Governing Board Members and Alternates	A-1
Exhibit B	Principal Assessment Formula	B-1
	Appendix B-1 Definition of “Calls for Service”	B-1-1
Exhibit C	Principals and Associate Agencies of Snohomish County 911	C-1

AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC
SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this “Agreement”), incorporating all exhibits hereto, is authorized by the parties to the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of June 20, 2024.

RECITALS

WHEREAS, pursuant to chapters 24.03 and 24.06 of the Revised Code of Washington (“RCW”), the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto (the “Original Agreement”), and the Articles of Incorporation Due to Consolidation filed on October 18, 2017 (the “Articles of Consolidation”), the governing boards of the Southwest Snohomish County Public Safety Communication Agency, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOCOM”), and the Snohomish County Police Staff and Auxiliary Services Center, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOPAC”), voted to consolidate SNOCOM and SNOPAC into a new single corporation under chapter 24.06 RCW known as the “Snohomish County Regional Public Safety Communications Agency” (“Snohomish County 911”); and

WHEREAS, the governing boards of Snohomish County 911 and the Snohomish County Emergency Radio System, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SERS”), voted to merge SERS into Snohomish County 911 effective January 1, 2019; and

WHEREAS, Snohomish County 911 provides emergency communication services on behalf of its member agencies throughout Snohomish County; and

WHEREAS, the Original Agreement was amended on August 2, 2018; September 19, 2019; November 21, 2019; August 20, 2020; and April 21, 2022;

WHEREAS, by this Amended and Restated Agreement effective as of the date stated above, the Governing Board of Snohomish County 911 desires to create procedural

efficiencies and remove historical provisions that are no longer applicable from this Agreement;

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act (chapter 39.34 RCW) and the Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 RCW);

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth herein, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER.

a. Creation of Snohomish County 911. Pursuant to Resolution No. 2017-02 adopted by the SNOCOM Board of Directors on October 12, 2017 and Resolution No. 2017-02 adopted by the SNOPAC Board of Directors on October 12, 2017, at least two-thirds of each Board voted in favor of consolidating SNOCOM and SNOPAC as described in the Original Agreement and approved a plan of consolidation (the “Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW. Subsequent to such approval, representatives of SNOCOM and SNOPAC executed the Articles of Consolidation and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the consolidation was January 1, 2018 (the “Consolidation Effective Date”). As of the Consolidation Effective Date:

i. SNOCOM and SNOPAC became a single corporation to be known as “Snohomish County 911.” Snohomish County 911 was organized as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW.

ii. SNOCOM, SNOPAC and each party to the Original Agreement (listed in **Exhibit C** attached hereto) delegated to Snohomish County 911 the authority to provide emergency communication services as provided herein.

iii. The separate existence of SNOCOM and SNOPAC, except as formed as Snohomish County 911, ceased.

iv. As a result, Snohomish County 911 possesses all the rights, privileges, immunities, and franchises, of both a public and private nature, of each of SNOCOM and SNOPAC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each of SNOCOM and SNOPAC, were

taken and deemed transferred to and vested in Snohomish County 911 without further act or deed; and title to any real estate, or any interest therein, vested in Snohomish County 911.

v. Snohomish County 911 is responsible and liable for all the liabilities and obligations of each of SNOCOM and SNOPAC, and any claim existing or action or proceeding pending by or against any of such corporations may be prosecuted as if such consolidation had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SNOCOM or SNOPAC shall be impaired by such consolidation.

vi. Snohomish County 911, as successor to SNOCOM and SNOPAC, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SNOCOM and SNOPAC, including past and current providers, that existed prior to consolidation.

b. Merger of SERS and Snohomish County 911. Pursuant to Resolution No. 18-01 adopted by the SERS Board of Directors on October 4, 2018 and Resolution No. 2018-17 adopted by the Snohomish County 911 Board of Directors on October 18, 2018, at least two-thirds of each Board voted in favor to merge SERS into Snohomish County 911 as described in this Agreement and approved a plan of merger (the “Plan of Merger”) as required by chapter 24.06 RCW. Subsequent to such approval, representatives of SERS and Snohomish County 911 executed the Articles of Merger and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the merger was January 1, 2019 (the “Merger Effective Date”). As of the Merger Effective Date:

i. SERS was merged into Snohomish County 911 as provided in the Articles of Merger.

ii. The separate existence of SERS ceased.

iii. Snohomish County 911 thereupon and thereafter possessed all the rights, privileges, immunities, and franchises, of both a public and private nature, of SERS; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to SERS, were and shall be taken and deemed to be transferred to and vested in Snohomish County 911 without further act or deed; and the title to any real estate, or any interest therein, vested in Snohomish County 911 shall not revert or be in any way impaired by reason of such merger.

iv. Snohomish County 911 was and shall be responsible and liable for all the liabilities and obligations of SERS, and any claim existing or action or proceeding pending by or against any of such corporation may be prosecuted as if such merger had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SERS shall be impaired by such merger.

v. Snohomish County 911, as successor to SERS, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SERS, including past and current providers, that existed prior to merger.

vi. All amounts held in reserve funds held by SERS as of the Merger Effective Date were transferred to Snohomish County 911 to be placed in a Radio System reserve fund or funds at Snohomish County 911.

vii. The statements set forth in the Articles of Merger shall be deemed to be the articles of incorporation of Snohomish County 911, and shall amend and restate, in their entirety, the Articles of Consolidation.

viii. This Agreement shall govern the Snohomish County 911.

ix. Snohomish County 911 has and shall continue to have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a nonprofit corporation organized under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall carry forward the initial 6-year term provided for in the Original Agreement. The initial term of this Agreement, therefore, shall be from the Merger Effective Date through December 31, 2023 (the “Initial Term”). Thereafter, this Agreement shall be of infinite duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement, provided that a Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14, may annex to or join with another Principal as described in Section 6.q, or may upon action of the Governing Board be terminated from participation in this Agreement as provided in Section 12.

SECTION 3. DEFINITIONS.

Capitalized terms used in this Agreement shall have the following meanings:

a. Additional Services. “Additional Services” are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their

emergency services duties but are outside the scope of Emergency Communications Services as defined in Section 4.a., for example and without limitation, managed mobile computer services. Additional Services may be offered to all Participating Agencies ~~Principals and Subscribers and third parties that serve one or more Participating Agencies~~ from time to time by separate contract. Terms of agreement for provision of Additional Services are to be negotiated between Snohomish County 911 and ~~a Participating Agency~~ the other party to the contract and require Simple Majority Vote approval of the Governing Board; except that an agreement with a non-Participating Agency requires a Supermajority Vote. Fees for Additional Services are not part of the Assessment Formula and are not considered User Fees.

b. Agreement. “Agreement” means this Amended and Restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may hereafter be further amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

c. Ancillary Services. “Ancillary Services” are services that are part of the overall array of Emergency Communications Services, and related to the core functioning of Emergency Communications Services, for example and without limitation, Police Records Services and school panic button monitoring. Ancillary Services are provided by Snohomish County 911 to all Principals and Subscribers and the costs of Ancillary Services are incorporated into User Fees and Assessments.

d. Articles of Consolidation. “Articles of Consolidation” mean the Articles of Incorporation Due to Consolidation of Snohomish County 911 as defined in Section 1.

e. Articles of Merger. “Articles of Merger” mean the Articles of Incorporation Due to Merger of Snohomish County 911 as defined in Section 1.

f. Assessments. “Assessments” mean the portion of User Fees charged to Principals for Emergency Communication Services in accordance with the Assessments formula as provided for in **Exhibit B**. Assessments are a subset of User Fees. Changes to the Assessment formula require Supermajority Approval of the Governing Board.

g. Associate Agency. “Associate Agency” is a unit of local government that has agreed to the terms of this Agreement from time to time who is not a Direct Provider and is not Directly Served by Snohomish County 911 but which receives police and/or fire/EMS services through a contract with a Principal or Subscriber of Snohomish County 911. Associate Agencies participate in the selection of a non-voting Governing Board Member as described in **Exhibit A**. A list of the Associate Agencies as of the Merger Effective Date is included in **Exhibit C**.

h. Consolidation Effective Date. “Consolidation Effective Date” means January 1, 2018.

i. Directly Served. “Directly Served” means Principals and Subscribers who receive Emergency Communication Services from Snohomish County 911 and pay User Fees to Snohomish County 911 in exchange for such services. A Principal or Subscriber may operate both fire/EMS service and police service but elect to have only one or the other service Directly Served by Snohomish County 911.

j. Direct Provider. “Direct Provider” means a Participating Agency that provides fire/EMS services and/or police services directly, rather than through contract with another agency.

k. EMS. “EMS” means Emergency Medical Services as described in RCW 84.52.069(5), as now or later amended, including the provision by the Participating Agencies of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or EMS.

l. Enhanced Police Records Services. “Enhanced Police Records Services” are services in addition to Police Records Services, and include computer searches and actions to enter, modify or delete computer police records associated with: misdemeanor warrants, orders of protection and other orders and directives; stolen property, vehicles, guns or missing persons; performing 20-minute warrant hit confirmations; and serving as the legal holder of records on behalf of a Police Agency for such records.

m. Executive Director. The “Executive Director” is the chief executive officer for Snohomish County 911 appointed by and serving at the pleasure of the Governing Board.

n. Emergency Communication Services. “Emergency Communication Services” mean those services described in Section 4.a.

o. Emergency Public Safety Radio System. The “Emergency Public Safety Radio System” or “Radio System” is the Snohomish County emergency radio system developed, owned and operated by SERS prior to the Merger Effective Date, including all additions, replacement and improvements thereto, and shall include the Emergency Radio System Replacement Project.

p. Emergency Public Radio System Replacement Project. The “Emergency Public Radio System Replacement Project” or “Radio System Replacement Project” is the project to (i) replace and upgrade the Radio System as it exists as of the Merger Effective

Date, including all equipment, improvements and real and personal property necessary to accomplish such project, (ii) provide for an initial replacement of the existing subscriber equipment for public safety agencies within Snohomish County, and (ii) replace the existing alpha-numeric paging system.

q. Fire Agency. A “Fire Agency” is a Principal that is a Direct Provider of fire and/or EMS services.

r. Fire/EMS Technical Advisory Committee. The “Fire/EMS Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber fire and EMS departments or agencies as described in Section 7.

s. Governing Board. The “Governing Board” is the body described in Section 6 and shall be the governing body of Snohomish County 911.

t. Initial Term. “Initial Term” shall have the meaning set forth in Section 2 of this Agreement.

u. Merger Effective Date. The “Merger Effective Date” is January 1, 2019.

v. Member. A “Member” or “Governing Board Member” is the individual representing a Principal on the Governing Board, or his or her designated alternate.

w. Original Agreement. “Original Agreement” means the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto. The parties to the Original Agreement were Principals of Snohomish County 911 as of the Consolidation Effective Date and will continue to be Principals of Snohomish County 911 as of the Merger Effective Date. A list of the Principals as of the Merger Effective Date is included in **Exhibit C**.

x. Participating Agencies or Participants. “Participating Agencies” or “Participants” refer to Principals and all Subscribers, as they may be so constituted from time to time, and individually referred to as a “Participating Agency” or “Participant.”

y. Plan of Consolidation. “Plan of Consolidation” means the plan approved by SNOPAC and SNOCOM as required by chapters 24.03 and 24.06 RCW.

z. Plan of Merger. “Plan of Merger” means the plan approved by Snohomish County 911 and SERS as required by chapter 24.06 RCW.

aa. Police Agency. A “Police Agency” is a Principal that is a Direct Provider of policing services.

bb. Police Records Services. “Police Records Services” include performing computer searches and entries to locate and/or clear of public safety database records (WACIC/NCIC) including but not limited to stolen articles, stolen vehicles, stolen guns, missing persons and warrants, as well as entry and dissemination of State ACCESS system administrative messages.

cc. Police Technical Advisory Committee. The “Police Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber police, sheriff or similar departments or agencies as described in Section 7.

dd. Principal. A “Principal” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a State agency created under the laws of State, which is a Direct Provider of police services or fire/EMS services or both, and which is a party to the Original Agreement, has executed this Agreement, or has agreed in writing to the terms of this Agreement. The Principals of Snohomish County 911 as of the Merger Effective Date are listed in **Exhibit C**.

ee. Public Safety Interlocal Operation. “Public Safety Interlocal Operation” includes a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. or a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

ff. Radio System. “Radio System” means the Emergency Public Safety Radio System.

gg. Radio Unit. A “Radio Unit” is a mobile (vehicular), portable (handheld) or control station (desktop) radio which has been authorized and programmed to operate on the Emergency Public Safety Radio System.

hh. Representative. “Representative” refers to the individual representing a Principal or a Subscriber on the Police Technical Advisory Committee or Fire/EMS Technical Advisory Committee, or his or her designated alternate.

ii. SERS. “SERS” was the Snohomish County Emergency Radio System agency created pursuant to chapters 39.34 and 24.06 RCW and an interlocal agreement effective July 1, 1999, as thereafter amended.

jj. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting.

kk. Single-Service Principal. A “Single-Service Principal” is a Principal that is formed as a city or town under the laws of State that (1) directly provides either fire/EMS service or police service, but not both, and (2) receives the service it does not directly provide from a Principal or Subscriber.

ll. SNOCOM. “SNOCOM” was the Southwest Snohomish County Public Safety Communication Agency, formed pursuant to chapters 39.34 and 24.03 RCW.

mm. Snohomish County 911. “Snohomish County 911” refers to the intergovernmental agency formed as of the Consolidation Effective Date pursuant to chapters 39.34 and 24.06 RCW, the Original Agreement (as amended and restated by this Agreement) and the Articles of Consolidation.

nn. SNOPAC. “SNOPAC” was the Snohomish County Police Staff and Auxiliary Services Center formed pursuant to chapters 39.34 and 24.06 RCW.

oo. State. “State” means the state of Washington.

pp. Subscriber. A “Subscriber” is a public or private entity or agency that has agreed to pay Snohomish County 911 for Emergency Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by Snohomish County 911 as evidenced by separate contract between Snohomish County 911 and such entity. A “Subscriber” may also be a Principal that is converted to Subscriber status as provided in Sections 12 and 14.

qq. Supermajority Vote. A “Supermajority Vote” means Governing Board approval of an item accomplished by securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Governing Board present constituting a quorum and voting, and (2) not less than one voting Governing Board Member representing a Principal Fire Agency or Agencies.

rr. Technical Advisory Committees. “Technical Advisory Committees” are the Police Technical Advisory Committee and the Fire/EMS Technical Advisory Committee established by Section 7.

ss. User Fees. “User Fees” are fees for service charged to Participating Agencies for all services for Emergency Communication Services provided by Snohomish County 911 whether provided to Principals or Subscribers. User Fees exclude fees for Additional Services and nominal annual membership fees charged to Associate Agencies. User Fees charged to Subscribers may be approved by Simple Majority Vote of the Governing Board.

tt. 911 Calls. “911 Calls” are those calls received or dispatched via the statewide emergency communication network of telephone or via other communications means as described in chapter 38.52 RCW.

SECTION 4. SNOHOMISH COUNTY 911 SERVICES.

a. Snohomish County 911 has the responsibility and authority for providing Emergency Communication Services and all related incidental functions for communicating and dispatching services between the public and Participating Agencies in the furtherance of improved public safety and emergency response, including the following more specifically described services (collectively, “Emergency Communication Services”):

i. Receiving 911 Calls and non-emergency public safety calls for police, fire and medical services;

ii. Notifying, dispatching, directing, supporting and coordinating public safety personnel response, including dispatching emergency police, fire, medical and other special or supporting specialized emergency responses services and resources (for example and without limitation, SWAT response);

iii. Hosting, configuring, and administering public safety technology networks, systems and applications in support of the delivery of Emergency Communications Services;

iv. Updating, maintaining and managing radio communications systems (excluding, unless specifically approved by Governing Board, the Emergency Public Safety Radio System), computer systems, support files and resource materials necessary to accomplish the above;

v. Police Records Services;

vi. Establishing and updating from time to time standard protocols for communications to and from personnel in the field;

vii. Providing certain Ancillary Services; and

viii. Upon a Supermajority Vote of the Governing Board (which approval was received at the time of approval of this Agreement and shall become effective as of the Merger Effective Date), providing services previously provided by SERS together with all necessary or advisable additional services and actions directly related to the Emergency Public Radio System.

b. Beginning January 1, 2022, Enhanced Police Records Services shall be provided as an Additional Service to former SNOCOM Police Agencies in recognition of those agencies' prior receipt of those services from SNOCOM prior to the Consolidation Effective Date.

c. Snohomish County 911 may also, ~~when authorized by a Simple Majority Vote of the Governing Board,~~ provide Additional Services, when authorized by a Simple Majority Vote for services offered directly to Participating Agencies or Supermajority Vote for services offered to third parties that serve one or more Participating Agencies. Additional Services will be offered by separate contract as optional services to Participating Agencies or to third parties that serve one or more Participating Agencies. Charges for Additional Services, if any, shall be accounted for separately and shall not be included in the calculation of User Fees.

SECTION 5. SNOHOMISH COUNTY 911 POWERS.

Snohomish County 911, through its Governing Board, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Governing Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budgets for Snohomish County 911;
- c. Establish policies for expenditures of budget items for Snohomish County 911;
- d. Review and adopt personnel policies for Snohomish County 911;
- e. Review and approve operating policies and procedures for Snohomish County 911, its programs and Emergency Communication Services provided pursuant to this Agreement;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Snohomish County 911;

g. Conduct regular and special meetings as may be designated by the Governing Board consistent with the State Open Public Meetings Act (chapter 42.30 RCW);

h. Maintain and manage records in accordance with the State Public Records Act (chapter 42.56 RCW and chapter 40.14 RCW) and other applicable State applicable and federal records laws and regulations;

i. Determine what services (including but not limited to Emergency Communication Services and Additional Services) shall be offered and under what terms they shall be offered;

j. Retain, terminate, direct and supervise the Executive Director;

k. Create committees to review and make recommendations for purposes and duties of committees;

l. Approve strategic plans;

m. Approve the addition of new Principals and Subscribers and the terms of their participation in Snohomish County 911 and receipt of Emergency Communication Services;

n. Enter into agreements with or make purchases from third parties for goods, assets, property and/or services necessary to fully implement the purposes of this Agreement;

o. Establish fees and charges for services provided to Participating Agencies;

p. Direct and supervise the activities of any advisory board or committee established by the Governing Board;

q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;

r. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;

s. Receive all funds allocated to Snohomish County 911 for services provided pursuant to this Agreement;

t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, construct, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Snohomish County 911;

u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its real and personal property and assets;

v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Snohomish County 911's name;

w. Make and alter bylaws for the administration and regulation of its affairs consistent with this Agreement;

x. Hold radio frequency licenses and software and other licenses to enable Snohomish County 911 to operate radio communications and dispatch systems to meet its public safety responsibilities;

y. Enter into contracts with Subscribers and other relevant parties to provide Emergency Communication Services and Additional Services pursuant to this Agreement;

z. Any and all other acts necessary to further Snohomish County 911's goals and purposes; and

aa. Except as expressly provided above or in Section 13, Snohomish County 911 shall not have the power or authority to issue debt in its own name.

SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

a. Composition. Snohomish County 911 shall be governed by a Governing Board composed of fifteen (15) voting members. Ten (10) of the Governing Board voting member seats shall be allocated to Police Agencies and five (5) Governing Board voting member seats shall be allocated to Fire Agencies. Governing Board Members and their alternates shall be selected in the manner described in **Exhibit A**.

b. Qualifications to Serve. A Governing Board Member, or his or her alternate must be duly selected in the manner described in **Exhibit A** and must be either: an elected official; chief administrative officer; chief law enforcement officer or fire chief from a Principal, or a person directly-reporting to the chief law enforcement officer or fire chief; or in the case of Snohomish County, the Snohomish County Executive or a person reporting directly to the Snohomish County Executive.

c. Terms of Office. Governing Board Members are elected every two (2) years by caucuses no later than the April Governing Board meeting of that year, as described further in **Exhibit A**. The terms of the newly elected Board Members commence with the first Governing Board meeting in May.

d. Election to Receive Service From Snohomish County 911; Impact on Governing Board Representation. Each Principal shall determine which of its respective public service departments or operations will be Directly Served by Snohomish County 911. The initial election by each Principal as to which of their respective departments or operations will receive services from Snohomish County 911 will be recorded by the submittal by each Principal of a completed service election form. The service election form determines whether a Principal participates in a caucus to select either or both a Police Agency Governing Board Member or a Fire Agency Governing Board Member. Single Service Principals shall also participate in the caucus for the non-voting Governing Board Member. Each Principal shall promptly provide written notice to Snohomish County 911 of any changes in its services impacting its qualification as a Police Agency or Fire Agency.

e. Conditions for Serving on Governing Board. All Governing Board Members and their alternates shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Governing Board Members and alternates for reasonable out-of-pocket costs related to service on the Governing Board. Members may only serve for such time as they meet the qualification of a Governing Board Member for the Principals with which they served of the start date of their then current term on the Governing Board.

f. Alternates. Alternates shall be selected and shall serve in the absence of Governing Board Members in the manner described in **Exhibit A**. Alternates must meet the same qualifications as Governing Board Member.

g. Quorum. A simple majority of the voting Members (or their alternates) in number (excluding any Member that represents a Principal which been terminated by vote of the Governing Board, or which has given notice of withdrawal and is not permitted to vote per terms of Section 17.f) shall constitute a quorum of the Governing Board for purposes of doing business on any issue.

h. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.i require a Simple Majority Vote for approval. A Governing Board Member may not split his or her vote on an issue and there shall be no weighted voting. No voting by proxies or mail-in ballots is allowed. Voting by a designated alternate is not considered a vote by proxy. A Governing Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Governing Board shall be authorized to cast votes at the Governing Board only on budget items to be implemented prior to the withdrawal or termination date.

i. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Governing Board shall be required in order to approve the following items or actions:

- i. Amendment to the Principals' Assessment formula(s);
 - ii. Approval of a budget that exceeds the prior approved budget by a percentage in excess of the most recently published Consumer Price Index – Urban for the Seattle/ Tacoma/Bremerton metropolitan area, June - June, calculated by the Federal Bureau of Labor Statistics, or its successor index, plus 4% (adjusted as necessary to accomplish the same annual cost increase limitation in the event Snohomish County 911 transitions to a biennial budget).
 - iii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000;
 - iv. Admission of a new Principal (other than admission of an Associate Agency as a Principal, or a Principal created by the merger, consolidation or other process as described in Section 6.r);
 - v. Reinstatement of a Principal that has been converted to Subscriber;
 - vi. Appointing the Executive Director (a Simple Majority Vote is required for removal of the Executive Director);
 - vii. Expansion of the scope of services provided by Snohomish County 911 within the Scope of Section 4.a and 4.b;
 - viii. Adoption or amendment of any bylaws, or amendment of the Articles;
 - ix. Merger, consolidation, sale of all or substantially all assets of the Snohomish County 911 per Section 19;
 - x. Modification of this Agreement (except for those items requiring approval of all legislative bodies of the Principals per Section 18);
 - xi. Termination or dissolution of Snohomish County 911 per Section 20;
 - xii. Approval of debt pursuant to Section 13; and
 - xiii. Any other action requiring a two-thirds or sixty six-percent (66%) supermajority vote under chapter 24.06 RCW.
- j. Officers. The Governing Board shall have four officers, a President and Vice-President, Secretary and Treasurer, who will serve two (2) year terms, coterminous with Governing Board Member elections. It will be the function of the President to preside

at the meetings of the Governing Board. The Vice-President shall assume this role in absence of the President. Immediately following the election of Governing Board Members, at the first meeting of the Governing Board, the officers shall be elected by Simple Majority Vote of the Members. In the event of a vacancy in the President position, the Vice-President shall assume the President position for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Governing Board shall by Simple Majority Vote elect a new Vice-President to serve to the balance of the term of the departed Vice-President. Any officer appointed by the Governing Board may be immediately removed by Simple Majority Vote of the Governing Board, with or without cause, in which event the Governing Board shall promptly elect a new officer who shall serve for the remainder of the unexpired two-year term. The Governing Board may appoint persons to serve as Secretary and Treasurer of Snohomish County 911; provided, that such persons shall not be Members of the Governing Board. The duties of all officers shall be further described in the Snohomish County 911 Bylaws.

k. Staffing. The Executive Director shall assign agency staff to support the Governing Board as he or she deems appropriate.

l. Meetings. The Governing Board shall meet not less than four (4) times per year, at least once each calendar quarter, at a time and place designated by the President of the Governing Board or by a majority of its Members. Regular meetings shall be held pursuant to a schedule adopted by the Governing Board. Special meetings may be called by the President or a majority of Governing Board Members upon giving all other Members notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Member at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Members calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Governing Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Governing Board Members. Members of the Governing Board may participate in a meeting through the use of any means of communication by which all Members and members of the public participating in such meeting can hear each other during the meeting. Any Governing Board Members participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

m. Bylaws. The Governing Board shall be authorized to establish bylaws that govern procedures of the Governing Board.

n. Parliamentary Authority. Robert's Revised Rules of Order shall govern any proceeding of the Governing Board to the extent not inconsistent with this Agreement or the bylaws adopted by the Governing Board.

o. Consultation with Technical Advisory Committees. It is the intent of this Agreement that the Governing Board shall seek the active participation and advice of Participating Agencies in the determination of Snohomish County 911 operating policies. The Technical Advisory Committees shall have the opportunity to provide reports at each regular Governing Board meeting. The Governing Board shall consider input from the Technical Advisory Committees in its deliberations.

p. Boundary Changes or Service Territory Changes. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason, so that Snohomish County 911 may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees; provided, however, until such time as Snohomish County 911 has sufficiently accurate data (such as an official population estimate from the State) by which to calculate User Fees for the Participating Agencies(s) involved, Snohomish County 911 shall continue to bill each Participating Agency on the basis of Snohomish County 911's most accurate data and the parties involved in the boundary or service territory change shall amongst themselves address any User Fee allocation issues.

q. Service Changes; Merger or Annexation of a Participating Agency; Formation of New Public Safety Interlocal Operation. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

In the event a Participating Agency merges or annexes to a Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal, the merged or annexed Participating Agency's rights and obligations under this Agreement shall be assumed in full by the Principal without further action by the Governing Board.

In the event that Participating Agencies, which meet the qualifications of this paragraph, join together to create a new Public Safety Interlocal Operation (for example and without limitation, creation of a new regional fire authority under chapter 52.26 RCW), and as a result of such formation the fire/EMS operation or police operation of such Participating Agencies are no longer Directly Served by Snohomish County 911, then after all of the necessary assignments and agreements are executed related to the creation of the Public Safety Interlocal Operation, the newly created Public Safety Interlocal Operation shall become a Principal and a party to this Agreement without further action of the Governing

Board. At such time the rights and obligations of the forming Participating Agencies shall be assumed by the Public Safety Interlocal Operation. Notwithstanding the foregoing, in order for the newly created Public Safety Interlocal Operation to become a Principal and a party to this Agreement without further action of the Governing Board, each Participating Agency at the time of formation of the newly created Public Safety Interlocal Operation must (i) be a current Principal and party to this Agreement, or (ii) have previously been a member of SNOCOM or SNOFAC and otherwise independently qualifies as a Principal under this Agreement.

Notwithstanding anything in this paragraph to the contrary, if a merged or annexed Principal retains a separate public safety operation that is Directly Served by Snohomish County 911, then that Principal shall maintain its status and shall retain all its rights and obligations under this Agreement with respect to its Directly Served public safety operation.

r. Associate Agencies. Associate Agencies shall be charged a nominal annual membership fee at a level set from time to time by Simple Majority Vote of the Governing Board. An Associate Agency which stops contracting for police and/or fire/EMS services from a Principal and requests to be Directly Served by Snohomish County 911 shall be approved by the Governing Board as a Principal per Section 14.d and shall not be subject to any latecomer fees in making this transition.

SECTION 7. TECHNICAL ADVISORY COMMITTEES.

a. Creation and Membership. Two Technical Advisory Committees shall be created to serve in an advisory capacity to the Governing Board and Executive Director.

i. Police Technical Advisory Committee. The Police Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber police department or equivalent agency or operation Directly Served by Snohomish County 911.

ii. Fire/EMS Technical Advisory Committee. The Fire/EMS Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber with a Fire/EMS department or equivalent agency or operation Directly Served by Snohomish County 911.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Representatives and alternates for reasonable out-of-pocket costs related to service on the Technical Advisory Committees.

c. Alternates. Each Representative serving on a Technical Advisory Committee may designate one alternate, confirmed in writing, to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies. Written notice of the appointment of an alternate shall be provided to the Chair the applicable Technical Advisory Committee prior to the alternate serving in the absence of the Representative.

d. Powers. Each Technical Advisory Committee shall meet individually as frequently as their members deem appropriate, but not less than twice each year, for the purpose of promoting interagency collaboration and cooperation, information sharing, discussion and review of agency operating policy and such other matters as the Governing Board may request. The Technical Advisory Committees shall provide advice, information, and recommendations to the Governing Board and the Executive Director.

e. Quorum. One-quarter of the Representatives of each Technical Advisory Committee (or any alternates present and participating in place of a Representative) shall constitute a quorum for meetings of such Committee.

f. Voting. All actions and recommendations of the Technical Advisory Committees shall be approved by majority vote of those present and voting. Each Representative shall have one vote. There will be no weighted voting, proxy voting, or mail-in voting.

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be annually elected by vote of the Committee Representatives.

h. Staffing. The Technical Advisory Committees shall be staffed by the Executive Director, or his or her designee, and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating

in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION 8. ANNUAL AGENCY REPORT.

a. Contents. The Executive Director shall prepare an Annual Agency Report no later than April of each year. The report shall include a description of:

- i. Activities of Snohomish County 911 for the previous calendar year;
- ii. The proposed work program and significant events in the current calendar year; financial condition of Snohomish County 911;
- iii. Results of Governing Board adopted performance benchmarks; and
- iv. The proposed budget policy for the upcoming year.

b. Availability. The Executive Director shall ensure that the Annual Agency Report is distributed to the Governing Board and Principals and made available the general public each year.

SECTION 9. EXECUTIVE DIRECTOR.

The Governing Board shall be responsible for the appointment and termination of the Executive Director. An interim Executive Director may be appointed to serve in such capacity until a permanent Executive Director is appointed by the Governing Board. A Supermajority Vote of the Governing Board is required to appoint the Executive Director of Snohomish County 911.

The Executive Director shall be responsible to the Governing Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer Snohomish County 911 in its day-to-day operations, including but not limited to: approving and overseeing the administration of all operating procedures and public records management procedures consistent with Governing Board policies; and appointing persons to fill other staff positions in the Snohomish County 911 and overseeing the evaluation and discipline, hiring and firing of employees, and administration of collective bargaining agreements and other personnel contracts consistent with Governing Board policies.

Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants or legal counsel for specialized purposes within the Executive Director's signing authority as it may be defined by the Board from time to time may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" employee and may be terminated upon the Simple Majority Vote of the Governing Board.

SECTION 10. PERSONNEL POLICY

The Executive Director shall, as necessary from time to time, submit to the Governing Board a proposed personnel policy for the Governing Board's approval, rejection or modification. All modifications or revisions to such personnel policies must be approved by the Governing Board if and to the extent required in such policies.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION; RADIO SYSTEM OPERATIONS.

- a. Operational Effectiveness. The Executive Director shall actively consider and evaluate means and opportunities toward the enhancement of operational effectiveness of emergency services. The Executive Director shall present his or her recommendations to the Technical Advisory Committees and the Governing Board from time to time.
- b. Operational Standards for Radio System. The Governing Board shall adopt operation and maintenance standards for the Radio System. The Technical Advisory Committees shall submit to the Governing Board recommendations regarding operation and maintenance standards for the Radio System.
- c. Radio System Use. Each Participating Agency shall use the Radio System exclusively for approved Radio System purposes and in strict accordance with all applicable federal law and regulations. Principals hereby agree, and Subscribers shall agree in their applicable contract to agree, to abide by all Federal Communication Commission rules and regulations concerning the use of shared radio facilities.
- d. Radio System Access Priorities. Principals shall have priority access to the Radio System. Upon approval by the Governing Board, access may be provided by contract to Subscribers in the following priority:

- i. Priority 1: public safety (police, fire and emergency medical services) Subscribers; Subscribers able to interact with control stations in public school districts and public hospitals within Snohomish County; and other public agencies served by compatible radio communication systems;
- ii. Priority 2: other public agencies with emergency response duties; and
- iii. Priority 3: other entities, as determined by the Governing Board.

Emergency Public Safety Radio System Replacement Project. Notwithstanding anything in this Agreement to the contrary, no Participating Agency assumes the obligation to fund capital costs related to the design, development, construction or maintenance of the Radio System Replacement Project, and neither the full faith and credit or taxing power is pledged by a Participating Agency for such purpose, except as such obligation may be agreed to and specifically set forth in a separate agreement between the Participating Agency and Snohomish County. **SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS.**

a. Budget Fiscal Year. The Snohomish County 911 budget fiscal year shall be either the calendar year, or two calendar years, as the Governing Board may determine.

c. Budget Approval. The Executive Director shall present a proposed budget to the Governing Board by no later than **August 1** preceding the next budget period and the Governing Board shall approve its budget by no later than **September 25**. Thereafter and in no event later than **September 30**, Participating Agencies shall be advised on the programs and objectives contained in the proposed budget, of any changes in the User Fee formula(e), and of the required financial participation for each Principal and Subscriber for the following year(s) based upon the proposed budget. Participation by each Principal and Subscriber is contingent upon subsequent legislative appropriation for the following fiscal year. Principals and Subscribers shall promptly notify Snohomish County 911 if it does not approve its budget allocation. Any Principal not approving its full budget allocation (Assessment and cost of any Additional Services it has agreed to purchase) shall be automatically converted to Subscriber status effective the first day of the budget year (whether biennial or annual) for which the Principal did not approve its budget allocation, and subject to penalty as described in Section 12.

d. User Fee Formula. The User Fee formula applicable to Principals for Emergency Communications Services referred to as the “Assessment formula”, shall be initially approved as set forth in **Exhibit B** to this Agreement. The Assessment formula(e) may be changed from time to time as part of the budget process, and any such changes shall be approved by Supermajority Vote of the Governing Board in accordance with Section 6.i. Additional Services require only Simple Majority Vote of the Governing

Board to approve. The Assessment formula(e) for Principals may be different from the User Fee formula applicable to Subscribers. It is expressly contemplated that Participating Agencies may become subject to differential User Fee formulae (including differential Assessment formula(e)) over time based upon the benefit conferred to such agencies.

e. Payment of Assessments. Assessments shall be payable not less frequently than quarterly on or before such dates as the Governing Board may determine.

f. Delinquent Assessments. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment. If such Assessments, are not paid in full within 60 (sixty) days of the original due date, then the Principal delinquent in payment of Assessments shall upon such 60th day be deemed immediately converted to the status of a Subscriber as described in Section 14. In the event a Principal converted to Subscriber status due to non-payment of fees shall not have paid in full all Assessments owing by six (6) months after the original due date, then the Governing Board may terminate services to such Subscriber, which termination shall not absolve the Subscriber of its obligation to pay all Assessments past due, together with all accrued interest, calculated at 1.5% per month from the date the Assessment was originally due.

g. Terms of Subscriber Contracts. Snohomish County 911 may enter into contracts with Subscribers from time to time for the purpose of providing Emergency Communication Services and other services as provided herein. Subscriber contracts may provide for the same or different payment schedules and payment formulas as those which apply to Principals; provided that, a Subscriber which, at the time it determined to become a Subscriber, was qualified to become a Principal but elected not to, shall be subject to payment of a risk premium of not less than six percent of its annual User Fees, or such other greater amount as the Governing Board may determine. Revenues from such risk premium shall be placed in Snohomish County 911 reserves.

Subscriber contracts shall provide that User Fees not paid when due by a Subscriber shall begin to accrue interest on the date the User Fee was originally due and shall continue until the User Fee is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Subscriber. In the event a Subscriber does not pay in full all User Fees plus accrued interest within six (6) months from the date of initial delinquency, the Governing Board may terminate services to such Subscriber. Any such termination shall not absolve the Subscriber of its obligation to pay any amounts owing to Snohomish County 911, including any accrued interest.

h. Reserve Funds. The Governing Board shall establish capital and operating reserve funds or accounts at the times and in the amounts necessary to ensure funds are

on hand to reasonably address planned and unforeseen capital and operating expenses and to minimize the need for large increases in Assessments and/or User Fees from year to year as a result of acquisition or replacement of capital assets or equipment, and to fund the timely replacement of aging technology, equipment and systems.

SECTION 13. ISSUANCE OF DEBT.

Except as otherwise provided in Section 5, Snohomish County 911 shall not have the power to issue obligations or to incur debt. However, it is anticipated that Snohomish County 911 may require capital funding from time to time to support facilities, technology and equipment needs. Bonds, notes or other evidences of indebtedness may be issued from time to time by one or more Participating Agencies or by another issuer pursuant to a separate agreement between one or more Participating Agencies and Snohomish County 911 in order to provide capital financing for Snohomish County 911 on terms as agreed upon by the parties thereto. The security and sources of payment for any such debt will be determined at the time of issuance, which may include User Fees and/or capital contributions from the Principals. Any User Fees and/or capital contributions for such purposes shall be approved by Supermajority Vote of the Governing Board. Further, in the event that any Principal is obligated to make a capital contribution, such obligation shall be subject to approval by its legislative authority.

To the extent that any bonds or other debt is issued on a tax-exempt basis under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), the Participating Agencies agree to not (1) make any use of the proceeds from the sale of such bonds or other debt that will cause the bonds or other debt to be “arbitrage bonds” within the meaning of the Code, or (2) act or fail to act in a manner that will cause the bonds or other debt to be considered obligations not described in Section 103(a) of the Code.

Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to amend or otherwise modify any terms or conditions of a separate agreement between a Participating Agency and Snohomish County (or other Participating Agency or Agencies) with respect to capital contributions, guarantees or the repayment of debt.

SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICE TO PRINCIPALS.

a. As described in Sections 12.c and 12.f hereof, a Principal may be converted to Subscriber status for failure to approve its share of the budget or for nonpayment or delinquency in payment of User Fees. On the date of such conversion, said former Principal shall:

- i. lose its right to participate in a caucus for selecting a voting Governing Board member;
- ii. lose its right to receive a share of Snohomish County 911 assets upon dissolution of Snohomish County 911;
- iii. become subject to payment of User Fees in accordance with the then applicable User Fee formula for Subscribers; and
- iv. be bound by the terms of the applicable Subscriber service contract(s).

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether Snohomish County 911 is operating under an annual or biennial budget) by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Governing Board, barring any basis for terminating the Principal and action thereon by the Governing Board.

c. A governmental entity otherwise meeting the qualifications of a Principal in Section 3 hereof may be admitted as a Principal of Snohomish County 911 upon Supermajority Vote of the Governing Board as required under Section 6.j. Similarly, a Subscriber may apply to the Governing Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Governing Board may require payment or other contributions or actions by the new Principal as the Governing Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause the then-current Participants to incur additional cost. Upon such conversion or new admission, such new Principal shall execute this Agreement or agree in writing to the term of this Agreement in its capacity as Principal and shall thereafter be subject to all provisions of this Agreement applicable to Principals.

d. Notwithstanding anything to the contrary in this Agreement, an Associate Agency meeting the qualifications of a Principal may become a Principal effective the first day of the next budget year, without making any latecomer payment or contribution, upon giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be become effective on such date without further action of the Governing Board.

e. The determination of whether to accept new Subscribers shall be made by the Governing Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause pre-existing Participating Agencies to incur additional cost.

f. A Principal wishing to receive service from Snohomish County 911 for an operating department in addition to a department already served by Snohomish County 911 may make application to the Governing Board in the same manner as, and be subject to such conditions and approvals as the Governing Board may deem appropriate for, an entity (other than an Associate Agency) seeking admission as a new Principal.

SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.

Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to Snohomish County 911's operations. Interconnecting equipment and services necessary to the provision of authorized Snohomish County 911 services may be funded through Snohomish County 911's budget and operational programs.

SECTION 16. INVENTORY AND PROPERTY.

Equipment, vehicles and furnishings for Snohomish County 911's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for Snohomish County 911's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Snohomish County 911. The Executive Director shall maintain and bi-annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Snohomish County 911, and the values thereof. In event of dissolution or termination of Snohomish County 911, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Governing Board on or before June 30 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following the year in which the notice is given. A Principal that has given notice of its intent to terminate must meet with the Executive Director or his or her designee to develop a departure plan. The departure plan is intended to ensure an orderly separation of the Principal from New Agency and ensure minimal disruption in 911 Calls response for the public. The departure plan may include the transfer of funds and equipment

or other assets and must be approved by Simple Majority Vote of the Board. Notwithstanding anything herein to the contrary, Principals shall be prohibited from withdrawing their membership and terminating their participation in this Agreement during the Initial Term; provided, a Principal may give appropriate notice of its intent to withdraw pursuant to this Section during the Initial Term, and in such event that Principal's membership withdrawal shall become effective on the last day of the calendar year that coincides with the end of the Initial Term.

b. Notwithstanding the foregoing, a Principal may be terminated at any time by action of the Governing Board for delinquencies of at least six (6) months in payment of Assessments and interest per Section 12.f.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to Snohomish County 911's personal or real property, or any other ownership in Snohomish County 911, unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to Snohomish County 911 from the terminating or withdrawing Principal.

e. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

f. A Governing Board Member representing a Principal that (i) has given notice of withdrawal, or (ii) has been terminated by vote of the Governing Board which termination is effective at a future date, shall be authorized to cast votes at the Governing Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 18. AMENDMENT OF AGREEMENT.

The following terms of this Agreement may only be amended in writing after receipt of the approval of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Snohomish County 911 beyond the scope of Section 4.
- b. The composition of the Governing Board and terms of office as provided in Sections 6.a and 6.d.
- c. Voting rights of Governing Board Members.
- d. Powers of the Governing Board.

- e. Hold harmless and indemnification requirements.
- f. Provisions regarding duration, termination or withdrawal.
- g. The conditions of this Section.

The parties to this Agreement acknowledge and agree that provisions in this Agreement that are not specifically identified in (a) through (g) above reflect the Principals' direction as to the initial operational and administrative policies and procedures to be implemented by the Governing Board. With the exception of the foregoing items that require affirmative approval of the legislative authorities of all Principals, the parties to this Agreement authorize the Governing Board to modify this Agreement from time to time in order to carry out the corporate purposes of Snohomish County 911. Any such modification shall be in writing and executed by the President of the Governing Board after providing not less than thirty (30) days' advance written notice to all Principals of such proposed modification, and upon approval of a Supermajority Vote of the Governing Board.

Nothing in this Section shall be construed to require legislative authority consent for the addition of a new Principal, conversion of an Associate Agency to a Principal, or agreement to serve an additional Subscriber.

SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of Snohomish County 911 with another entity, or the sale of all or substantially all assets of Snohomish County 911, shall require a Supermajority Vote of the Governing Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Governing Board. The termination shall be by direction of the Governing Board to wind up business by a date specified by the Governing Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of this Agreement remaining in ownership of Snohomish County 911 shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Snohomish County 911 liabilities, shall be distributed to those

Principals still participating in the Snohomish County 911 on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' User Fees paid during such five-year period. The Governing Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

ii. Loaned Property. In the event of dissolution or termination of the Snohomish County 911, assigned or loaned assets shall be returned to the lending entity.

iii. Allocation of Liabilities. In the event outstanding liabilities of the Snohomish County 911 exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.

c. Notwithstanding the foregoing, this Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Snohomish County 911, unless provision is made for those obligations.

SECTION 21. DISPUTE RESOLUTION.

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Snohomish County 911 (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Governing Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations (whichever is mutually agreed to). The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of

this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

The Governing Board, Executive Director, and Technical Advisory Committees shall take such steps as are reasonably practicable to minimize the liability of the Participating Agencies, including but not limited to the utilization of sound business practice. The Governing Board shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the Snohomish County 911 and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused solely by the acts of a Principal; provided, that if any such Claim is based on the concurrent negligence of more than one Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

b. Each Principal shall defend, indemnify and hold the Snohomish County 911 and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of the Snohomish County 911; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

c. As provided in its Articles, the Snohomish County 911 shall defend, indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Snohomish County 911's acts or omissions in connection with the

performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of any Principal;; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

d. The Snohomish County 911 will hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal liability, claims or lawsuits of any kind for injuries, damages, losses of any kind occurring to another, including attorney fees, which may arise out of the good faith performance of their duties to the Snohomish County 911 and performed in the scope of their employment or service to the Snohomish County 911, except to the extent the injuries, losses and/or damages are caused by the intentional and knowing wrongful acts of any of the Snohomish County 911's officers, officials, employees or volunteers.

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the Snohomish County 911, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of Subscriber's negligent acts or omissions in connection with the receipt of services from Snohomish County 911. To such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911, Snohomish County 911 may also indemnify and hold harmless Subscribers.

f. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Snohomish County 911, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

g. Each party shall give the other parties proper notice as provided herein of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Snohomish County 911, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 24. INTERGOVERNMENTAL COOPERATION.

The Snohomish County 911 shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Snohomish County 911's operations and minimize costs of service delivery.

SECTION 25. NOTICE.

Notices required to be given to Snohomish County 911 under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President of the Governing Board and Executive Director, Snohomish County 911
c/o Snohomish County 911
1121 S.E. Everett Mall Way, Suite 200
Everett, WA 98208

Notices to Principals, Subscribers, Associate Agencies, Governing Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email, or personal delivery. Each Principal shall provide the President of the Governing Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the President of the Governing Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), or received by personal delivery.

SECTION 26. COMPLIANCE WITH LAWS.

During the term of this Agreement, the parties hereto agree to comply with all federal, State, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any Emergency Communication Services and/or Additional Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

SECTION 27. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

SECTION 29. SEVERABILITY.

The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

SECTION 30. RATIFICATION.

All prior acts taken by the Principals and Snohomish County 911 consistent with this Agreement are hereby ratified and confirmed.

SECTION 31. EXECUTION, COUNTERPARTS, AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT, AND EFFECTIVE DATE.

The Original Agreement was executed on behalf of each Principal by its duly authorized representative following approval of the Original Agreement by motion, resolution or ordinance of its legislative authority. Pursuant to the terms of the Original Agreement and except for certain amendments as provided in Section 18 of the Original Agreement, the Original Agreement may be amended from time to time by Supermajority Vote of the Governing Board of Snohomish County 911 without further approval of legislative authorities of the Principals.

Pursuant to Section 4, Section 6.j and Section 18 of the Original Agreement, after giving 30 days' notice to each Principal as required by Section 18 of the Original Agreement, the Governing Board of Snohomish County 911, by Supermajority Vote of its Principals, authorized the amendment and restatement of the Original Agreement by the execution and delivery of this Agreement.

This Agreement shall be deemed adopted and effective as of June 20, 2024, and as of such date, this Agreement shall control the operations and governance of Snohomish County 911. This Agreement shall be filed and/or posted as required by chapter 39.34 RCW.

This Agreement shall be executed by the President of the Governing Board, and attested to by the Secretary of the Governing Board.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date set forth above.

Snohomish County 911

By: _____
Jon Nehring
Board President

Attest:

By: _____
Terry Peterson
Board Secretary

Approved as to Form:

By: _____
Attorney for Snohomish County 911

EXHIBIT A

Process for Selecting Governing Board Members and Alternates

Governing Board Members are selected every two (2) years in April, through the process described below.

If not defined in this **Exhibit A**, capitalized terms have the meaning stated in the Agreement.

As used in this **Exhibit A**:

- **Population Served** means the residential population of all territory Directly Served by a Principal Police Agency or Fire Agency, according to the most recent annual report issued by the State Office of Financial Management each year determining the population of each jurisdiction.
- **Administration and Technology Cost Center** means all costs allocated to this cost center that are not otherwise attributed to another cost center as defined in Exhibit B.

Step 1. Police Agencies are divided into four (4) caucuses

- a. Rank each Police Agency by **the pro rata share of the Administration and Technology Cost Center for each Police Agency** from smallest to largest, *provided, however*, that to avoid double counting, Population Served shall be based on the population for which the Police Agency has general policing responsibilities; contracts for special services (such as bomb squad or SWAT responses only) are not included in the calculation of Population Served.
- b. Snohomish County shall be its own caucus (until and unless it is no longer the largest Police Agency in terms of pro rata share of the Administration and Technology Cost Center, in which case all four caucuses shall be determined as per Subsection c below).
- c. The remaining Police Agencies shall be divided into three roughly equal caucuses based on pro rata share of the Administration and Technology Cost Center, starting from the smallest Police Agency and working up to agencies serving more population. In deciding where to divide caucuses, the following rules shall apply:
 - i. No Police Agency shall be divided into two caucuses.
 - ii. Caucuses with the smallest agencies (the two caucuses with three Governing Board Member seats, referred to as Small and Medium

A-1

Police Agencies on the Police Agencies Table below) shall be sized by rounding up (exceeding the pro rata share target to the extent necessary to completely include the pro rata share target and not divide any Police Agency between caucuses), and the larger Police Agency caucus (two Governing Board Member seats, referred to as Next Largest Police Agencies in the Police Agencies Table below) shall be rounded down.

Step 2. Fire Agencies are divided into three (3) caucuses

- a. Rank each Fire Agency by **Population Served**, from the smallest to the largest, *provided, however*, that to avoid double counting, Population Served shall be based on fire suppression responsibility; contracts for limited services (such as BLS/ALS response/transport) are not included in the calculation of Population Served.
- b. Divide the Fire Agencies into three (3) caucuses based on whether they are small, medium or large agency, defined as follows:
 - i. A Large Fire Agency is defined as an agency serving 14% or more of the total Population Served by all Fire Agencies.
 - ii. A Medium Fire Agency is defined as an agency serving more than 3% and less than 14% of the total Population Served by all Fire Agencies.
 - iii. A Small Fire Agencies is defined as an agency serving 3% or less of the total Population Served by all Fire Agencies.

Step 3. Each Caucus selects Board Members

- a. In April, designated representatives from each Principal in each Police Agency caucus and each Fire Agency caucus shall meet together and select Governing Board Members to represent them on the Governing Board for the next two-year term. Caucuses may determine their own rules for nominating and selecting Governing Board Members, provided that the following rules shall apply:
 - i. Representatives to the caucus shall be designated by the legislative body of the Principal they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Governing Board Member.
 - ii. An individual need not attend the caucus in order to be selected as a Governing Board Member, so long as the person otherwise meet the qualifications of a Governing Board Member.
 - iii. Each Principal within a caucus shall have an equal vote in selecting each Governing Board Member.

- iv. Any Principal who has designated more than one representative to the caucus, and is unable to unanimously decide where to place their vote, at the time the vote is called, shall forfeit their vote.
- v. Voting by proxy will not be allowed.
- vi. No Principal may have an elected official or staff member hold more than one (1) Governing Board seat in a single caucus unless there are more seats than Principals in the caucus.
- vii. The Secretary shall record the votes of the caucus, confirming the individuals to whom the caucus's Board seats are to be allocated for the next term of office. This record shall be included in the next regularly scheduled board meeting packet.

- b. The number of Governing Board Members to be selected by each caucus shall be as follows:

Police Agencies (10 Board Members)

Caucus 1: Largest Agencies (Currently Snohomish County is the only member)	2 Governing Board Members, one of which must be the County Sheriff or an assistant or deputy sheriff directly reporting to the Sheriff – unless or until the County is no longer the Largest Policy Agency (in terms of Population Served), in which case the two board members shall be selected as per Caucus 2.
Caucus 2: Next Largest Police Agencies	2 Governing Board Members, of which one must be operational staff and one must be an elected official
Caucus 3: Medium Police Agencies	3 Governing Board Members, of which one must be an operational staff and one must be an elected official
Caucus 4: Small Police Agencies	3 Governing Board Members, of which one must be an operational staff and one of must be an elected official

Fire Agencies (5 Board Members)

Caucus 1: Large Fire/EMS Agencies	3 Governing Board Members
Caucus 2: Medium Fire/EMS Agencies	1 Governing Board Member
Caucus 3: Small Fire/EMS agencies	1 Governing Board Member

Step 4. Each Caucus Selects a Slate of Designated Alternates, in Priority Order.

- a. Each caucus shall select a slate of designated alternates in a number equal to the number of Governing Board seats allocated to that caucus.
- b. Each caucus shall prioritize its alternates to determine the order in which the alternates are called upon to participate at a Governing Board meeting in the event of an absence of any Governing Board member representing the caucus.

Caucuses may determine their own rules for nominating and selecting Board Alternates, provided that the rules set forth in Step 3.a for selecting of Board Members shall apply.

Vacancies

Any vacancies shall be promptly filled by the appointing caucus, which shall meet either in person or telephonically to select a replacement Board Member and/or Alternate to serve the remainder of the vacant position's unexpired term. Such selection process shall be subject to the rules outlined in **Step 3**.

EXHIBIT B

Principal Assessment Formula

Assessments are calculated and charged separately for each Emergency Communications Service provided for each Principal that has elected to receive such service. A Principal that has elected to receive both Police and Fire/EMS Emergency Communications Services will pay one Assessment for service to its Police agency and one Assessment for service to its Fire/EMS agency. A Principal that has elected to receive only police **or** Fire/EMS Emergency Communications Services from Snohomish County 911 only pays an Assessment for the service so received.

Capitalized terms used in **Exhibit B** not defined in this **Exhibit B** have the meaning set forth in the body of the Interlocal Agreement.

Description of the formula to derive Assessments for individual Principals.

Step 1: Divide the Net Adopted Budget into four cost pools:

- **Administration and Technology**
- **Call Takers**
- **Police Dispatch**
- **Fire Dispatch**

The costs allocable to each cost pool are further defined below (see “Definitions”)

Step 2: Apply Revenues to cost pools according to the following guidelines:

- E-911 Tax Revenues will first be applied to offset all costs associated with the **Call Takers** cost pool. Any E-911 Tax Revenues over and above the amount necessary to fund all costs in the **Call Takers** cost pool will be applied to fund permissible costs for such revenues within the **Administration, Technology, and Wireless Technology** cost pool.
- Emergency Communications and Facility Tax Revenues will be applied to fund permissible costs for such revenues within the Administration, Technology, and Wireless Technology cost pool. Revenues that exceed the Administration, Technology, and Wireless Technology cost pool will be applied to member assessments using the formula assigned to this cost pool.
- The portion of Subscriber Contract revenues attributable to all Emergency Communications Services *except* revenues attributable to the Wireless Technology cost pool will be applied to the **Police Dispatch** and/or **Fire Dispatch** cost pool, based on the services billed to the Subscriber. For example, revenues from a Subscriber contract for Emergency Communications Services with the Stillaguamish Tribe to service its Police Agency will be applied to reduce the size of the Police Dispatch cost pool, except for any increment of such revenue charged for Wireless Technology cost pool items.

- The portion of any Subscriber Contract revenues attributable to Radio System services will be applied to the Administration, Technology, and Wireless Technology cost pool, including but not limited to any revenues attributable to cell tower leases and other non-Assessment revenue attributable to the Radio System.
- Additional Services revenues will be applied to the Administration and Technology, Police Dispatch, Fire Dispatch, and/or Wireless Technology cost pool, based upon where the costs of those services are allocated.

Step 3: Divide the Administration and Technology, Call Taker, Police Dispatch and Fire Dispatch cost pools between Police Agencies and Fire Agencies:

- Amounts in the **Administration and Technology** cost pool will be divided based on the ratio of dispatch workstations assigned to each service (initially, 8 police dispatch stations and 5 fire stations)
 - Police 62%
 - Fire 38%

If the Board approves deployment of an additional dispatch work station to serve Police or Fire Agencies, this ratio will automatically change (the change is not considered a formula change requiring Governing Board approval).

- Amounts in the **Call Taker** cost pool will be divided based on a ratio that reflects an assessment of actual time spent by call takers processing each type of call:
 - Police 75%
 - Fire 25%

A change in this ratio requires Supermajority Vote of the Governing Board.

- Calculate a **Cost per Console** by dividing total Police Dispatch and Fire Dispatch Costs by the total number of dispatch stations.
- Amounts in the **Police Dispatch** cost pool are allocated to Police Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs. (In 2017, of the 8 Initial Police Dispatch stations, 5 were shared and 3 were dedicated—1 to Marysville Police, and 2 to Everett Police).
- Amounts in the **Fire Dispatch** cost pool are allocated to Fire Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs (In 2017, there were 5 Shared Dispatch Stations in the Fire Dispatch cost pool and no Dedicated Dispatch Stations).

Step 4: Allocate costs to individual Principals, calculating Fire and Police Agency assessments separately as follows:

- **Police Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Police Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Police Agency Subscriber contract revenues. Allocate the resulting total amount between all Police Agency Principals based on the **Shared Cost Allocation Calculation**. The total Police Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal:
2. **For Principal Police Agencies assigned to Shared Police Dispatch stations:** Each such Principal is allocated a shared of all Shared Police Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Police Agencies with Dedicated Police Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Police Dispatch stations for which they have contracted.

- **Fire Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Fire Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Fire Agency Subscriber contract revenues. Allocate the resulting total amount between all Fire Agency Principals based on the **Shared Cost Allocation Calculation**. The total Fire Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal.
2. **For Principal Fire Agencies assigned to Shared Fire Dispatch stations:** Each such Principal is allocated a shared of all Shared Fire Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Fire Agencies with Dedicated Fire Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Fire Dispatch stations for which they have contracted.

- **Shared Cost Allocation Calculation:**

Take the total sum to be allocated and divide it up based on three different factors:

1. 54% of total costs are allocated based on the percentage share of a Principal's Calls for Service as compared to total Calls for Service of all such agencies (police or fire—including Principals and Subscribers). Calls for Service shall be calculated as an annual average based on the most recent 8 calendar quarters (see definition of Call Calculation Period).
2. 23% of costs are allocated based on the percentage share of a Principal's Assessed Value as compared to the total Assessed Value of all such agencies (police or fire, Principals and Subscribers).
3. 23% of costs are allocated based on the percentage share of a Principal's Population Served as compared to the total Population of all such agencies (police or fire, Principals and Subscribers).

Principals who were "SERS Phase II" agencies and have a contract with Snohomish County whereby the Principals remit operations and maintenance expenses for SERS to the County to be passed through to SERS will continue to pay operation and maintenance expense of the Radio System under such existing agreements until such agreements are modified to permit direct payment of these charges, or such until such agreements expire, whichever is first.

DEFINITIONS

Fire Agency or Fire Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing fire and medical services that are Directly Served by Snohomish County 911.

Police Agency or Police Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing police services that are Directly Served by Snohomish County 911.

Cost-Per-Console Total labor costs to staff all police and fire dispatch consoles divided by the number of consoles.

Net Adopted Budget means the budget approved by the Governing Board after action by all individual Principals, applicable in the time period for which the **Assessment** is payable, *less* **Other Revenues**.

Other Revenues mean revenues received by Snohomish County 911 from sources other than User Fees, E-911 tax revenues and Additional Services, including without limitation Associate Agency fees, other miscellaneous revenues, grants, or awards that may be available from time to time to offset the operating and capital costs of Snohomish County 911.

Administration and Technology Costs include all costs associated with providing the supervision, management, facilities costs, insurance, reserve contributions, etc., of running the public safety dispatch center and technologies including wireless technologies, and all other expenditures in the Net Adopted Budget not included in the definition of Call Taker Costs and Dispatch Costs.

Call Taker Costs include all **labor costs** associated with the prescribed number of operational staff assigned to staff the call taking function.

Police Dispatch Costs include all **labor costs** associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Police Agencies.

Fire Dispatch Costs include all labor costs associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Fire Agencies.

Shared Dispatch Stations are dispatch stations that not dedicated by agreement (as opposed to workload allocation) to serve a single Principal or Subscriber.

Dedicated Dispatch Stations are dispatch stations that are dedicated by agreement to serve a single Principal or Subscriber.

Labor Costs are direct costs of salary and benefits.

E-911 tax revenues mean revenues received by Snohomish County 911 from Snohomish County pursuant to State law.

Calls for Service are defined on Appendix B-1, *provided* that until Snohomish County 911 has been in operation for more than three years, the calculation of the number of **Calls for Service** shall be determined in whole or in part (to the extent necessary to determine the two-year average number of calls for service) based on the number of **Calls for Service** by each **Charged Operation** as reported by the records of the dispatch agency previously serving each **Charged Operation**, and consistent with the definition of **Calls for Service** in **Appendix B-1**.

Charged Operation refers to an individual Principal's fire/EMS agency/operation, being charged under the **Assessment** formula.

The **Call Calculation Period** is defined as the first calendar quarter of the preceding budget year, and the 7 calendar quarters preceding that. (For example, in 2019, the Call Calculation Period be the first quarter of 2018, plus the preceding 7 calendar quarters—all of 2017, and the last three quarters of 2016).

Population Served has the meaning set forth in **Exhibit A**.

Assessed Value is the **Assessed Value** of taxable real property in an individual Principal or Subscriber's or Snohomish County 911 **Service Territory** for the **Charged Operation** (as applicable) for the most recently available tax year, as published by the State Office of Financial Management or Snohomish County Assessor.

"Service Area" means the geographic area of all territory Directly Served by a Principal Police Agency or Fire Agency, with the County's Service Area excluding incorporated areas that are Directly Served by another Police Agency.

Appendix B-1

Definition of “Calls for Service”

The purpose of this Exhibit is to define Calls for Service for purposes of billing/funding calculations.

Snohomish County 911 will bill each Principal based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit.

Section 1. Call for Service Defined: Snohomish County 911 defines a Call for Service for workload analysis and User Fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident that requires oversight by or interaction with Snohomish County 911 personnel, with the exception of the following:

- a. Any **mutual aid incident** where another Snohomish County 911 Principal within the same classification (police/fire/medic) is dispatched as the primary responding agency. *For example*, a police department that responds into another police department’s jurisdiction to provide assistance does not constitute a Call for Service charged to the mutual aid responder. However, an incident involving both police and fire/EMS would result in a Call for Service for both classifications. Similarly, any mutual aid request dispatched to a location outside the Snohomish County 911 service area shall not constitute a Call for Service.
- b. Any incident that is a **duplicate** of another Call for Service, or **associated** with another Call for Service. *For example*, multiple calls about a single brush fire incident will result in only one Call for Service for the fire/EMS responder.
- c. Any incident that is **cancelled** by Snohomish County 911 personnel due to an error or similar internal reasons. *This does not include “cleared incidents”*, which are incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Any **informational broadcast** including but not limited to CAD entries type codes of NOTICE, NOTICEP & INFO.
- e. Any **informational incident** used for tracking non police or Fire/EMS activity created by dispatchers solely for the purpose of assisting the dispatcher in tracking such activity, *for example*, utility call-outs.

Section 2: Assignment of CFS: As a general rule, CAD incidents are assigned to a Principal when the incident occurs within its authorized dispatch area (geo-verified location) and service discipline (Police/Fire) with the following exceptions:

- a. **Transit, Fire Marshall, Narcotics Task Force:** these incidents are assigned to the responsible countywide agency regardless of location.

b. **Traffic Stops:** assigned to the initiating agency.

c. **Non-geo verified incidents, in County:** assigned to initiating agency.

If there are significant anomalies in the manner calls have been measured by SNOCOM and SNOPAC, those anomalies shall be adjusted in a manner determined reasonable by the Governing Board (Supermajority Vote item) in order to develop a fair means for determining the number of calls across all agencies.

EXHIBIT C

Principals and Associate Agencies of Snohomish County 911

PRINCIPALS:

SNOHOMISH COUNTY
CITY OF ARLINGTON
CITY OF BRIER
CITY OF EDMONDS
CITY OF EVERETT
CITY OF LAKE STEVENS
CITY OF LYNNWOOD
CITY OF MARYSVILLE
CITY OF MILL CREEK
CITY OF MONROE
CITY OF MOUNTLAKE TERRACE
CITY OF MUKILTEO
CITY OF WOODWAY
MARYSVILLE FIRE DISTRICT
NORTH COUNTY REGIONAL FIRE AUTHORITY
SNOHOMISH REGIONAL FIRE AND RESCUE
SNOHOMISH COUNTY FIRE DISTRICT NO. 4
SNOHOMISH COUNTY FIRE DISTRICT NO. 5
SNOHOMISH COUNTY FIRE DISTRICT NO. 15
SNOHOMISH COUNTY FIRE DISTRICT NO. 16
SNOHOMISH COUNTY FIRE DISTRICT NO. 17
SNOHOMISH COUNTY FIRE DISTRICT NO. 19
SNOHOMISH COUNTY FIRE DISTRICT NO. 21
SNOHOMISH COUNTY FIRE DISTRICT NO. 22
SNOHOMISH COUNTY FIRE DISTRICT NO. 24
SNOHOMISH COUNTY FIRE DISTRICT NO. 25
SNOHOMISH COUNTY FIRE DISTRICT NO. 26
SNOHOMISH COUNTY FIRE DISTRICT NO. 27
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

ASSOCIATE AGENCIES:
CITY OF DARRINGTON
CITY OF GOLD BAR
CITY OF GRANITE FALLS
CITY OF SNOHOMISH
CITY OF STANWOOD
CITY OF SULTAN

CITY COUNCIL STAFF REPORT



Agenda Date: 4/8/2025

Subject: Appointment to Library Board

Contact Person/Department: Kelly Chelin, Administration

Budget Impact: n/a

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Appoint Michele Koziol to the Library Board with a term expiring December 31, 2026.

SUMMARY/BACKGROUND:

There is currently one mid-term vacancy on the Library Board with a term expiring December 31, 2026. The City advertised for the vacancy and two applications were submitted. The candidates were interviewed on Tuesday, March 25, 2025 by Councilmember Ewing and Councilmember Daughtry and Library Chair Abe Martinez. Both the Interview Panel and the Mayor are recommending Michele Koziol be appointed to the Library Board.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 4/8/2025

Subject: Gambling Tax Interest Waiver

Contact Person/Department: Matthew Heist, Barb Stevens, Finance

Budget Impact: Interest penalties were not factored into budget projections.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

To approve or deny the request of the waiver of interest penalties assessed to Razzals NW for not filing taxes.

SUMMARY/BACKGROUND:

At the March 11th Council Meeting, Finance was authorized to waive interest for companies that filed their gambling taxes at the incorrect rate, but interest penalties were still applied to those who hadn't filed. Most companies missed one or two quarters, while Razzals NW hadn't filed at all during the three-year look-back period. At the March 25th meeting, Council approved waiving taxes for businesses that filed. Razzals NW acquired the Frontier Village location in 2022, where the previous owners had also failed to file taxes. Razzals NW claims they were unaware of the filing requirement but has since paid the back taxes. They are now requesting a waiver of the \$2,881 interest penalty.

APPLICABLE CITY POLICIES:

LSMC 3.35.110 (b) - The City Finance Director may charge off any tax, penalty, or interest that is owed by a taxpayer, if the City Finance Director reasonably ascertains that the cost of collecting such amounts would be greater than the total amount that is owed or likely to be collected from the taxpayer. Charge-offs in excess of \$1,000 require City Council approval.

ATTACHMENTS:

1. Razzals NW Waiver Request Letter

To Matthew Heist, City of Lake Stevens,

I am writing to kindly ask to have the late fees and interest removed from my gambling tax bill.

I was unaware of the 5% tax needing to be paid to the City of Lake Stevens for 3 years. The first letter I received about this Tax was on March 20, 2025, 3 years after taking over as owner of Razzals Bar & Grill. Had I known previously that this tax was due I would have paid it from the beginning and for that I am sorry, neither of the 2 previous owners mentioned this tax to me or forwarded any mail from the City of Lake Stevens to me. I talk with both of them frequently, so I feel like since March 20, 2025, was the first time I've been notified about this tax falls partly on the City for not notifying 3 years ago. I pay all of my other Taxes in a timely manner and would appreciate your forgiveness for me not paying this one owed to the city, I am paying what I owe minus the late fees and interest today and in hopes you will remove them for me and now that I am aware of this tax I will pay quarterly when they are due in the future.

Thank you for your understanding

Angela Kessman

3/26/25

A handwritten signature in blue ink, appearing to read "Angela Kessman", written in a cursive style.

CITY COUNCIL STAFF REPORT



Agenda Date: 4/8/2025

Subject: Finance Purchase Cards

Contact Person/Department: Matthew Heist, Barb Stevens, Finance

Budget Impact: The Purchasing Card program through US Bank is a free program that also provides rebates.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

To approve Policy 303 – Purchasing Cards and to authorize the Mayor to enter into the agreement and associated documents with US Bank.

SUMMARY/BACKGROUND:

Staff from Finance, Public Works, and IT collaborated on solutions to providing employees the ability to make purchases but also maintaining adequate oversight over the process. The City currently has multiple avenues on how employees can make purchases, which include the use of credit cards, store accounts, store cards, check processing, etc. This can be cumbersome for both finance to manage and employees going to make purchases.

The Purchase Card program through US Bank is through the State Bid and there are no additional costs to the City. The Purchase Card program will allow us to set up and manage cards for individuals and departments easily. This program is essentially a credit card program with more robust oversight and management. We will slowly phase out, or limit, other avenues. The program is not only free but also provides a flat rebate of 1.35% for all purchases. There is also a “Speed of Payment” incentive that is offered depending on how quickly we can make payments for the outstanding statement balance, earning a potential of an additional 0.44%.

Staff has also created a Purchasing Card policy that we are asking Council to approve. This policy sets the processes and standards of the program and will help provide direction to staff on appropriate behaviors when using the cards.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Policy 303 - Purchasing Cards

303 – PURCHASING CARD POLICY



APPLIES TO:	All City	POLICY OWNER:	Barb Stevens
APPROVED BY:	Click or tap here to enter text.	TITLE:	Finance Director
EFFECTIVE DATE:	Click or tap to enter a date.	LAST REVISED:	Click or tap to enter a date.

303.1. PURPOSE AND SCOPE

The City of Lake Stevens is authorized to use purchasing cards as set forth in RCW 43.09.2855 for official City of Lake Stevens purchases and acquisitions and pursuant policies and procedures adopted by the City of Lake Stevens Council.

The purpose of this policy is to establish guidelines for the City of Lake Stevens to provide for the issuance of procurement cards to officers and employees for the purpose of covering expenses incident to authorized travel and enabling a cost-effective, convenient and streamlined method of purchasing items.

303.2. DISTRIBUTION

303.2.1 Purchasing cards will be issued to authorized regular City employees only. The Department Head is responsible for authorizing their employees to use a purchasing card and will request the issuance of the card to the Finance Director (or designee). The Finance Director has final approval of issuance.

303.2.2 The employee whose name appears on the card is the only individual who may use the card.

303.2.3 The Finance Director may authorize generic department (or function) cards to be issued.

303.2.4 Employee must sign a user agreement and take any required training before card will be issued. Employee must agree to abide by user agreement.

303.3. LIMITS

303.3.1 The maximum transaction amount, the maximum monthly card limit, and the City's aggregate monthly limit will be established by the Finance Director (or designee). However, basic limits will be set at:

- a. Councilmembers – \$1,000

- b. Mayor – \$5,000
- c. City Administrator - \$10,000
- d. Directors - \$7,500
- e. Managers - \$5,000
- f. Supervisors - \$2,000
- g. Staff - \$500

303.3.2 The Finance Director (or designee) is authorized to approve or deny temporary or permanent increases to individual cards.

303.3.3 A Department Head may establish lower limits for department employees.

303.3.4 Use of the Purchasing Card does not relieve the cardholder from complying with City and departmental policies and procedures. The City's procurement policy is still applicable.

303.3.5 Cardholders must not split transactions to avoid policy and procedure thresholds.

303.4. AUTHORIZED CARD USE

303.4.1 Cardholders are authorized to use the card to purchase merchandise or services required as a function of their duties at the City. This includes the purchase of food and/or non-alcoholic beverages for business meetings and public events. Unauthorized and/or inappropriate card use is addressed in the next section (303.5) of this procedure.

303.4.2 A purchase made with a purchasing card may be made in-store, by telephone, fax, internet or U.S. mail. All purchases that are not picked up in-store should be shipped directly to City facilities, unless prior authorization for a home delivery is given by the Department Head, City Administrator, or Mayor.

303.4.3 If a procurement card is issued for the purpose of covering expenses relating to authorized travel, the officer or employee using a card issued under this section shall submit a fully itemized receipt upon their return. Any charges against the card not properly identified for business purpose shall be paid by the official or employee by check or salary deduction. It is the intention of the City to utilize the purchasing card incentives to the fullest, therefore it is expected that purchases will be made using the City's credit card. All rewards earned from the credit card is the property of the City's. However, it is allowable for employees to earn air miles, rewards, or other incentives through personal memberships when conducting normal City business. It is not allowable for employees to seek membership awards when more advantageous scenarios to the City are possible.

Example: If an employee attends a conference and needs to stay overnight, an employee, if given the choice, must choose the most economical hotel instead of choosing to stay at a hotel that will provide them frequent user rewards.

303.4.4 All expenditures are contingent upon the Finance Department's approval of the monthly statement of transactions. If an expenditure is deemed inappropriate, the assigned purchasing cardholder will be responsible for reimbursing the City.

303.5. UNAUTHORIZED CARD USE

303.5.1 Purchasing cards must never be used to purchase items for personal use or for non-City purposes, even if the cardholder intends to reimburse the City. Unauthorized and/or inappropriate card use includes, but is not limited to:

- a. Items for personal use
- b. Items for non-City purposes
- c. Cash or cash advances
- d. Alcoholic beverages
- e. Relocation expenses
- f. Personal entertainment
- g. Personal recreation

303.5.2 If an employee wishes to purchase personal items or services with items or services for City purposes, the employee is to use their personal credit card and submit an expense reimbursement request.

- a. Example: An employee is traveling overnight for a conference related to their job duties and the employee is taking their significant other. The hotel charges extra for an additional person. If the hotel is unwilling to split the charges, the employee should pay with their personal credit card and then submit an expense reimbursement request for the City portion of the expenses.

303.5.3 **Accidental Use** – In the event of accidental use of a City Purchasing Card, the cardholder will reimburse the City for the full purchase price, plus any applicable fees, within five (5) days of the accidental use, or notification by the Finance Department of the accidental use.

303.6. DISCIPLINARY ACTION

303.6.1 A card holder who makes an unauthorized purchase with the card or uses the card in an inappropriate manner may be subject to revocation of the purchasing card, disciplinary action up to and including termination, restitution to the City, and/or criminal prosecution.

303.6.2 If any item purchased with a purchasing card is not acceptable, arrangements must be made for a return for credit or an exchange. A cash refund or check is prohibited unless the vendor insists that a refund must be by cash or check, then the funds must be deposited immediately with the City.

303.6.3 If, for any reason, disallowed charges are not repaid before the purchase card billing is due and payable, the City shall have a prior lien against and a right to withhold any and all funds payable or to become payable to the official or employee up to an amount of the disallowed charges and interest at the same rate as charged by the company which issued the charge card. Any official or employee who has been issued a charge card by the City shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the City Finance Director or auditing officer. The City shall have unlimited authority to revoke use of any charge card issued under this section, and, upon such revocation order being delivered to the charge card company, shall not be liable for any costs. Liability of such costs shall fall to the cardholder. The City has the authority to withhold the cardholder's earnings if employee does not payback any such costs in a timely manner.

303.7. RESPONSIBILITY AND ACCOUNTABILITY

It is the responsibility of each individual cardholder to:

1. Safeguard the purchasing card and purchasing card account number at all times; lost or stolen purchasing cards must be reported immediately to the purchasing card agency and the City Finance Department.
2. Keep purchasing card in a secure location at all times.
3. Not allow anyone to use the purchasing card and/or purchasing card account number who is not authorized to do so.
4. Obtain and retain original itemized receipts for goods and services purchased. The purpose of the charge and the name of the individual involved must be written clearly on the receipt by the cardholder. An employee may be allowed to file an affidavit (Attachment A as example) in lieu of a receipt if the original receipt is lost or a receipt is not obtained.
5. Review in a timely manner monthly statements from the financial institution provider for accuracy and ensuring all transactions posted are legitimate transactions made by the cardholder. Receipts and/or packing slips and the customer's copy of the charges must be attached to the monthly statement. The authorized user of the purchasing card must sign the statement that the goods have been received.

6. Submit the statement and documentation in a timely manner to the Finance Department for payment processing. It is imperative for the City to take full advantage of any rebates to the fullest. It is expected that employees are turning in their receipts on their next working day.
7. Surrender the purchasing card and corresponding support documentation to the Finance Department upon separation from the City.
8. Take any other steps necessary to ensure that the purchasing card is used only for authorized purposes.
9. Sign a Purchasing card User Agreement (Attachment B) upon issuance of the purchasing card.
10. The Finance Department will conduct periodic reviews for proper use. Purchasing card records will be audited from time to time.

ATTACHMENT A
AFFIDAVIT OF LOST, DESTROYED, OR MISSING RECEIPT

Name: _____

Position: _____

Last four digits of card number: _____

I declare on oath, that the original receipts for the transactions dated _____ in the amount of _____ from _____ has been lost, destroyed, or missing. The vendor has been contacted and is not able to provide a duplicate receipt for this purchase. Please accept the detail of the transaction below in lieu of an itemized receipt for this transaction.

I understand that falsification of the itemization of this purchase constitutes an act of fraud.

ITEM(S) PURCHASED	AMOUNT

Please list each item on a separate line. Use a supplemental sheet if necessary.

Name _____

Date _____

Signature _____

Supervisor/Director Signature _____

Date _____

APPENDIX B

CITY OF LAKE STEVENS

PURCHASING CARD POLICY AGREEMENT



City Policy No.: 303 – Purchasing Card Policy
Effective Date: April 8, 2025
Updated: April 8, 2025

CITY PURCHASE CARD AGREEMENT:

1. All procurement policies still apply.
2. Cash advances are prohibited.
3. Expenditures paid with a City credit card shall be made in the amount of actual expenditures.
4. The Finance Director or designee shall serve as the custodian of the City's credit cards.
5. Any employee using the City's purchasing card to make a City purchase shall submit receipts for said purchases to the Finance Department as described in the Purchasing Card policy.
6. In no event, shall the City's credit card be used for the acquisition of alcohol or personal goods or services of any kind.

Purchase receipts must include a notation that the purchase was made on your City credit card (including your name), accompanied by a description of the items purchased and the reason for the purchase, to ensure proper coding and payment.

I have read and understand the requirements as listed above and in the Purchase Card Policy and have received my City issued credit card. I understand the potential disciplinary action as outlined in Section 303.6 of the Purchasing Policy if my purchase card is not used in accordance with City policies and procedures.

Name

Signature

Date

CITY COUNCIL STAFF REPORT



Agenda Date: 4/8/2025

Subject: Interlocal Agreement for 131st Ave NE Sewer Extension Developer Extension Agreement

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: The City's adopted 2025 budget allocates \$1,800,000 for the 131st Avenue Infrastructure Improvements capital project. Funding sources include traffic impact fees, real estate excise tax (REET), and stormwater capital funds. An additional \$700,000 was included as a placeholder for the Lake Stevens Sewer District's (District) potential contribution toward its proportionate share of sewer infrastructure improvements.

The District has since committed up to \$600,000, at a rate of 50% cost-share for the sewer-related construction components. The total estimated construction cost is \$1,779,750, which includes a 10% contingency. Of this amount, approximately \$1,053,250 is attributed to roadway-related improvements, while \$726,500 is allocated to sewer-related improvements. If the current estimates hold, the reimbursement from the District to the City for construction costs will be \$363,250. Bidding is anticipated for May 2025 and any necessary budget amendments will be presented to Council at the time of construction contract award.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Interlocal Agreement for 131st Ave NE Sewer Extension between the Lake Stevens Sewer District and the City of Lake Stevens in accordance with the Unified Sewer Services and Annexation Agreement dated May 23, 2005.

SUMMARY/BACKGROUND:

The City is planning to construct a gravity sewer main extension along 131st Ave NE in 2025 to serve its Public Works Shop as well as nearby residences and businesses. Over the past year, the City has been working closely with the District to ensure the proposed plans are thoroughly reviewed and to address cost-sharing considerations. This matter was also discussed at City Council meetings held on February 25, 2025, and March 11, 2025. In parallel, City Public Works staff met with District staff on March 3, and Administrator Brazel met with General Manager Low on March 7 to further discuss the Interlocal Agreement (ILA) and explore opportunities for ongoing partnership. This collaboration has resulted in the attached ILA, which was drafted by the City's Legal Counsel and reviewed by the District's Legal Counsel.

The March 26, 2025, Joint Utility Committee meeting, the cost-sharing provisions outlined in the Interlocal Agreement (ILA) and the associated sewer main construction project on 131st Ave NE were thoroughly discussed. Two primary reimbursement options were considered:

- **Option 1:** The District reimburses the City for 100% of the construction costs for the 131st Ave NE sewer main.
- **Option 2:** The District reimburses the City for 50% of the construction costs.

During the meeting, the Committee approved a motion in support of Option 2, under which the District will reimburse the City for 50% of the construction costs associated with the 131st Ave NE sewer main project. Key provisions of this cost-sharing arrangement include the following:

1. Purpose & Project Scope:

The City will construct a sanitary sewer extension (E5-B Gravity Main) to serve City-owned property on 131st Ave NE, connecting it to the Unified Sewer System. The project includes 10-inch sewer lines and necessary appurtenances for 4.3 equivalent residential units (ERUs).

2. Parties & Approvals:

The agreement is between the City and the Sewer District under the framework of the 2005 Unified Sewer Services and Annexation Agreement. The District approves the construction, subject to design standards, inspections, and Department of Ecology compliance.

3. Cost Responsibilities & Reimbursements:

The City will fund and manage design and construction. The District will reimburse the City for 50% of actual construction costs, up to \$600,000, and credit the City \$58,050 in General Facility Charges for the 4.3 ERUs.

4. Permitting, Easements & Conveyance:

The City is responsible for all permits, insurance, contractor approvals, and ROW/easement documentation. After construction, the system will be conveyed

to the District free of liens, with a 2-year warranty bond equal to 25% of construction costs.

5. Reimbursement from Benefiting Properties:

Properties connecting to the new sewer main in the designated Reimbursable Area will pay a pro-rata reimbursement fee. These payments will be collected by the District over 15 years and paid to the City within 60 days of collection.

6. Conditions & Termination:

The project must be completed and conveyed to the District by May 25, 2027. Failure to do so terminates the agreement, and the City forfeits its \$5,000 deposit. The agreement is binding on successors and will be recorded with Snohomish County.

APPLICABLE CITY POLICIES:

City of Lake Stevens Comprehensive Procurement Policy, Section 6

ATTACHMENTS:

1. 131st Ave NE Sewer Facilities DEA ILA - 4 50%

Return Address:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

Document Title: **INTERLOCAL AGREEMENT REGARDING
131ST AVE NE SEWER EXTENSION
DEVELOPER EXTENSION AGREEMENT**

Reference Numbers:

Grantors: CITY OF LAKE STEVENS

Grantee: LAKE STEVENS SEWER DISTRICT

Legal Description: Section 08 Township 29 Range 06 Quarter NE -
 THAT PTN OF NE1/4 SE1/4 NE1/4 LY NLY &
 ELY OF FOLG DESC STRIPS

Full legal on Page 10 of attached document.

Property Tax Account Number: 29060800103000

INTERLOCAL AGREEMENT REGARDING 131st AVE NE SEWER EXTENSION DEVELOPER EXTENSION AGREEMENT

THIS AGREEMENT is to be effective as of the _____ day of _____, 20____, by and between the City of Lake Stevens, a Washington Municipal Corporation (the "City") and Lake Stevens Sewer District, a special purpose district of the State of Washington (the "District").

RECITALS

A. The Board of Sewer Commissioners of the District operates a system of sewerage for collection and treatment of sanitary sewage in a portion of the District.

B. The City owns certain property legally described in Exhibit "A" attached hereto and by this reference made a part hereof and shown generally on Exhibit "B" attached hereto and by this reference made a part hereof (the "Property"). The City desires to have the Property furnished with sewage collection and treatment service by the District.

C. The District has determined it has capacity in the District's system of sewerage for four point three (4.3) equivalent residential units in connection with City's Property.

D. The City is willing to construct a system of sanitary sewer lines pursuant to the terms of this Agreement, in order to connect the Property to the District's existing sewer system at a location in the vicinity of SSMH #4512.

E. The construction of an extension to the District's system of sewerage for the collection of sanitary sewage on the Property is consistent with the District's comprehensive plan.

F. As an initial step in providing sewage collection and treatment service to the Property, improvements to the District's system must be constructed and installed.

G. The improvements consist generally of furnishing and constructing ten-inch sanitary sewer lines and all appurtenances necessary to comprise a complete system ready for operation (the "Project").

H. The gravity main the City will be constructing as part of the Project is a gravity main that the District had anticipated funding as a capital project – specifically, the E5-B Gravity Main project as described in the District's 2022 General Sewer/ Wastewater Facility Plan. In consideration of the City designing and contracting for the construction of the E5-B Gravity Main at the City's expense as part of the Project, the District agrees to reimburse the City for certain costs of construction of the project incurred by the City under the awarded construction contract described in Section 17 of this Agreement.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and performances provided herein, the parties hereto for themselves, their assigns and successors in interest, agree as follows:

1. **PERMISSION TO CONSTRUCT PROJECT:** Subject to the terms and conditions of this Agreement, the District shall permit the City to construct and install the Project, at City's expense.

2. **STANDARDS OF CONSTRUCTION:** Construction and installation of the Project shall be strictly in accordance with standards, rules and regulations of the District as now in effect and as the same hereafter may be amended, and the standards of the State Department of Ecology.

3. **PREPARATION AND REVIEW OF PLANS AND SPECIFICATIONS:** To ensure that the Project is designed to the satisfaction of the District, Gray & Osborne, Inc. or other consulting engineers of the District (the "Engineers"), shall review and approve in writing before work on the Project is commenced, the plans, specifications and drawings of the Project, which shall be prepared by a licensed professional engineer of the City's choosing. The City shall permit the District and the Engineers to inspect the construction and installation of the Project, both visually before any pipe is covered and by pressure or water test upon final completion, before connection is made to the District's sewer system. The District and the Engineers shall have authority to reject any construction and installation not conforming to the approved design of the Project and the requirements of this Agreement. The determination of the District and the Engineers shall be final. To ensure that the Project is designed in accordance with the standards of the State Department of Ecology, the District and the Engineers may require that the plans, specifications and drawings be approved by the Department of Ecology in writing before work on the Project is commenced.

4. **ENGINEERING, LEGAL AND ADMINISTRATIVE COSTS:** During the period of design, construction and installation of the Project, the District shall submit monthly to the City a statement of charges for other services of the Engineers pursuant to this Agreement, which statement shall be equal to the statement submitted by the Engineers to the District pursuant to the applicable fee arrangement for engineering services between the District and the Engineers. The District shall also submit monthly to the City during such period and until this Agreement has been fully performed and the Project has been constructed and conveyed to the District, a statement of charges for legal services, which statement shall be equal to the statement submitted to the District, by Anderson Hunter or other retained attorneys (the "Attorneys"), pursuant to the applicable agreement between the District and the Attorneys, for all work performed by the Attorneys in connection with the preparation, performance or review of this Agreement, including, but not limited to, participation in any pertinent administrative or court proceedings to which the District may become a party.

The statement of charges shall include, and the City shall also pay the greater of \$15.00 or an amount equal to 15% of the charges of the Engineers and the Attorneys for the administrative cost to the District of handling such statement of charges, and all other out-of-pocket costs of the District attributable to this Agreement. The City shall pay any statement of charges by the last working day of the month in which the charges were billed. Statements not paid in full by the end of the month shall be deemed delinquent and shall accrue interest at the rate of 12% per annum from the date of delinquency.

The City has paid to the District a \$5,000.00 deposit, which, except as provided in Section 13, shall be refunded to the City without actual accrual and payment of interest after all fees and charges provided for in this Agreement have been paid by the City and the Project has been completed and accepted by the District. In the event there are any fees and/or charges which are not paid in full at the completion of the Project, the District reserves the right to deduct the balance due from the deposit and release the remainder, if any.

The District shall have the right to commence, appear in or defend any action or proceeding affecting the rights of the parties hereunder, and in connection therewith shall have the right to pay necessary expenses, including the costs of engineering and legal services, subject to reimbursement by the City in the manner provided herein.

5. COMMENCEMENT OF THE PROJECT: In addition to any other requirements of this Agreement, and before construction of the Project is commenced, the City shall take the following action or receive the following approvals:

(a) Obtain District approval of its contractor in accordance with the qualification requirements of applicable law and the District's Administrative Code. When bids for construction are received by the City, they shall be reviewed by the District. Both Parties shall agree to proceed with a bid award prior to a bid award by the City. The written approval of the District's General Manager or designee shall be sufficient evidence of District agreement to proceed with a bid award.

(b) Provide evidence acceptable to the District that City and City's contractor have obtained comprehensive general liability insurance coverage and other insurance coverage deemed appropriate by the District in a form and amount acceptable to the District for the work being performed. The District and District Engineers shall be named as additional named insured party under the policies.

(c) Obtain all applicable permits and approvals from agencies of City of Lake Stevens, Snohomish County, State of Washington, and/or federal authority (or other municipal authority), if required. For projects where the District exercises SEPA authority, the City shall pay the costs thereof.

(d) Deliver to the District executed copies of any required easements and/or performance bond obtained for property or improvements located outside the boundaries of the

Property. Such easements and performance bond must be in a form acceptable to the District and District Engineers and the easements suitable for County recordation.

(e) A pre-construction meeting is required and shall be scheduled by the District and District Engineers prior to commencing construction of the Project. Submit construction cut sheets no later than 48 hours prior to the pre-construction meeting.

6. COMPLETION OF THE PROJECT: Subject to any applicable federal, state or local requirements, the City shall satisfy the following requirements before the Project is connected to the District's sewer system:

(a) Obtain approval and acceptance of the construction and installation of the Project by the District.

(b) Pay for construction and installation of the Project, engineering and legal services, and administrative, out-of-pocket and all other applicable fees and charges, including, but not limited to, connection charges. The District shall have the right to hold the \$5,000.00 deposit and any bonds required by the District until said fees and charges are paid. The District may, at its discretion, hold deposit funds and bonds and apply them as offsets for fees and charges owed.

(c) Satisfy and release all liens and encumbrances for labor, materials and taxes relating to the Project.

(d) Convey to the District without cost to the District exclusive easements and rights-of-way per District standards, as required for all Project sewer lines, with the right of ingress and egress for maintenance, operation, repair and replacement.

(e) Obtain for the District such other easements as are found by the District and District Engineers to be necessary to gain access to the Project.

(f) Convey the Project to the District free of liens and encumbrances by conveyance of donated facilities substantially in the form of the Title Transfer of Donated Facilities provided in the District standards. The City's conveyance of the Project sewer lines to the District shall be completed before the City sells or contracts to sell the Property or any portion thereof. The City shall give the District 30 days notice of a change of ownership prior to the conveyance and provide a certificate of assignment.

(g) Obtain the District's acceptance of title to the Project sewer lines and required easements. Upon request of the District, the City shall provide to the District a title report concerning the Project and any easement or right-of-way that will be conveyed to the District.

(h) Provide to the District a warranty bond or bonds, furnished by a surety company acceptable to the District, in the amount of 25% of the estimated cost of the sewer lines being conveyed, including surface restoration. The release of the bond or bonds shall be conditioned on paying the cost of repairing or correcting any defects in the workmanship or materials furnished in the construction of such sewer lines that shall develop or be discovered within two years after conveyance to the District (as described in Subsection "f" above), together with the District's out-of-pocket expenses, including, but not limited to, engineering and legal expenses, in connection therewith, and shall hold harmless and indemnify the District therefrom.

(i) Deliver to the District in forms acceptable to the District an original mylar, blackline, and electronic copy of "as-built" record drawings for the Project sewer lines, including all side sewer connections. Submit the Sewer System Survey Checklist of the District to the District after it has been completed and certified by a professional land surveyor.

7. **DISTRICT AUTHORITY:** The City shall be subject to all standards, rules and regulations of the District, as now in effect and as the same hereafter may be amended, with respect to construction and inspection of sewer lines, connection and inspection of side sewers, obtaining of applicable permits, use of the sewers of the District and rates for use or availability thereof, and all such other matters covered by such standards, rules and regulations.

8. **INDEMNIFICATION:** The City shall indemnify, defend and hold the District, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omissions of the City, its agents or employees under this Agreement or in connection with work performed under this Agreement. If suit in respect to the above is filed, the City shall appear and defend the suit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents or employees, the City shall pay the same.

9. **CONTRACTUAL RELATIONSHIPS:** This Agreement does not constitute the City as the agent or legal representative of the District for any purpose whatsoever. The City is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner or thing whatsoever.

10. **ULID FORMATION:** If any utility local improvement district ("ULID") is proposed to pay all or a part of the cost of constructing and acquiring sewers that serve or benefit all or a part of the Property, the Owner and its assigns and successors in interest agree that they will sign any petition to form such ULID and will not protest or object to the formation of such ULID. If the District constructs and acquires additional sewer lines and facilities within or serving the Property, nothing in this Agreement shall prevent the District from levying special assessments against any of the Property for the cost of those sewer lines and facilities and to

the extent of the benefit from them. After conveyance to the District of the Project sewer lines, additional property may be permitted to connect to them under such terms and conditions as the District in its sole discretion may determine.

11. CONNECTION CHARGES: Before the connection of any Project sewer lines to the District's sewer system, the City agrees to pay the District's regular permit fees, together with a connection charge in the amount of \$13,500.00 per new connection (4.3 connections x \$13,500.00/connection = \$ 58,050.00), together with applicable state taxes on that amount. No other property of the City in the vicinity of the Property shall be connected to the District's sewer system until a contract providing for the connection has been entered into with the District. Connection fees shall be accepted by the District after acceptance of the warranty bond but prior to issuance of side sewer permits. The District shall only issue side sewer permits after acceptance of the Title Transfer of Donated Facilities unless otherwise provided for in this Agreement or Resolution 565 (Model Home Policy), and in all cases only after acceptance of any warranty bond required by this Agreement.

As described in Recital H, in consideration of the City's construction of the E5-B Gravity Main as described in the District's 2022 General Sewer/Wastewater Facility Plan, the District shall provide the Project General Facility Charge Credits in accordance with District Code. The District shall credit the project 100% of the General Facility Charges for the 4.3 connections of this Project towards the Owner's construction of the E5-B Gravity Main. The District's contribution to the construction of the E5-B Gravity Main shall not exceed \$58,050.00.

12. REIMBURSABLE: In accordance with RCW 35.91.020 and/or RCW 57.22.020, the property tributary to the sewer facilities constructed by this project will be benefitted by the project, as depicted in Exhibit "D". Therefore, the District will impose a reimbursement charge as described in Exhibit "C", to be collected by the District from property owners for a period of 15 years from the date of conveyance of the Project to the District and shall pay such reimbursable to the City within 60 days of collection.

Every two years from the date of this Agreement, the City shall provide the District with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement. If the City fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the District may collect any reimbursement funds owed to Owner under this Agreement. Such funds shall be deposited in the capital fund of the District.

13. TIME OF ESSENCE; NOTICES: Time is of the essence of this Agreement. If City is in default under any terms or conditions of this Agreement, or if any payment provided for in this Agreement is not timely made by the City, this Agreement may be terminated by the District at its option upon 10 days' written notice to the City delivered by certified mail. All notices and payments relating to this Agreement shall be made at the following addresses, unless otherwise provided for in writing:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

The City of Lake Stevens
City Clerk
PO Box 257
Lake Stevens, WA 98258

14. TERM OF CONTRACT/DELAY IN COMPLETION: The Project shall be substantially completed, as determined by the sole discretion of the District, and the Title Transfer of Donated Facilities filed with the County on or before May 25th, 2027. If the Title Transfer of Donated Facilities has not been recorded by the County on or before that date, the City's rights under this Agreement shall cease and terminate and no sewer services shall be connected to the Project. If the City's rights under this Agreement cease pursuant to this section, the \$5,000.00 deposit paid by the City to the District shall be forfeited to the District. Any reapplication for a Developer's Agreement on this Project thereafter, shall be subject to the resolutions, rules, regulations, fees, charges, and policies of the District in effect at the time of such reapplication, as well as the facts and circumstances then prevailing.

15. APPLICABLE LAW; VENUE: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

16. RECORDATION: This Agreement shall be recorded in the office of the Auditor of the County of Snohomish, Washington, and shall constitute an easement, covenant running with the land, and servitude upon the Property, which the City warrants it now owns, and shall be binding upon the parties hereto and their assigns and successors in interest. The cost of such recordation shall be paid by the City.

17. COST-SHARING OF SEWER CONSTRUCTION COSTS: The City agrees to administer, manage and fund a construction contract for the Project. Upon completion of the Project as described in Section 14, the City shall invoice the District for reimbursement of fifty percent [50%] of the Total Sewer Project Costs estimated in Exhibit E. The District agrees to reimburse the City up to \$600,000 in actual costs incurred for the Project. Reimbursement will be provided by the District to the City within 30 calendar days of receipt of Project cost report and invoice.

LAKE STEVENS SEWER DISTRICT
A Washington Special Purpose District

OWNER:
City of Lake Stevens

By _____
Andrea Wright, President and Commissioner

By _____
Its _____

By _____
Dan Lorentzen, Secretary and Commissioner

By _____
Kevin Kosche, Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared City of Lake Stevens before me _____, to me known to be the _____ of, a Washington Municipal Corporation, that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument for and on its behalf.

SUBSCRIBED AND SWORN TO before me by _____ on this ____ day of _____, 2025.

PRINTED NAME: _____
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

131st Ave NE Sewer Extension

Exhibit A: Legal Description

PARCEL ID: 29060800103000

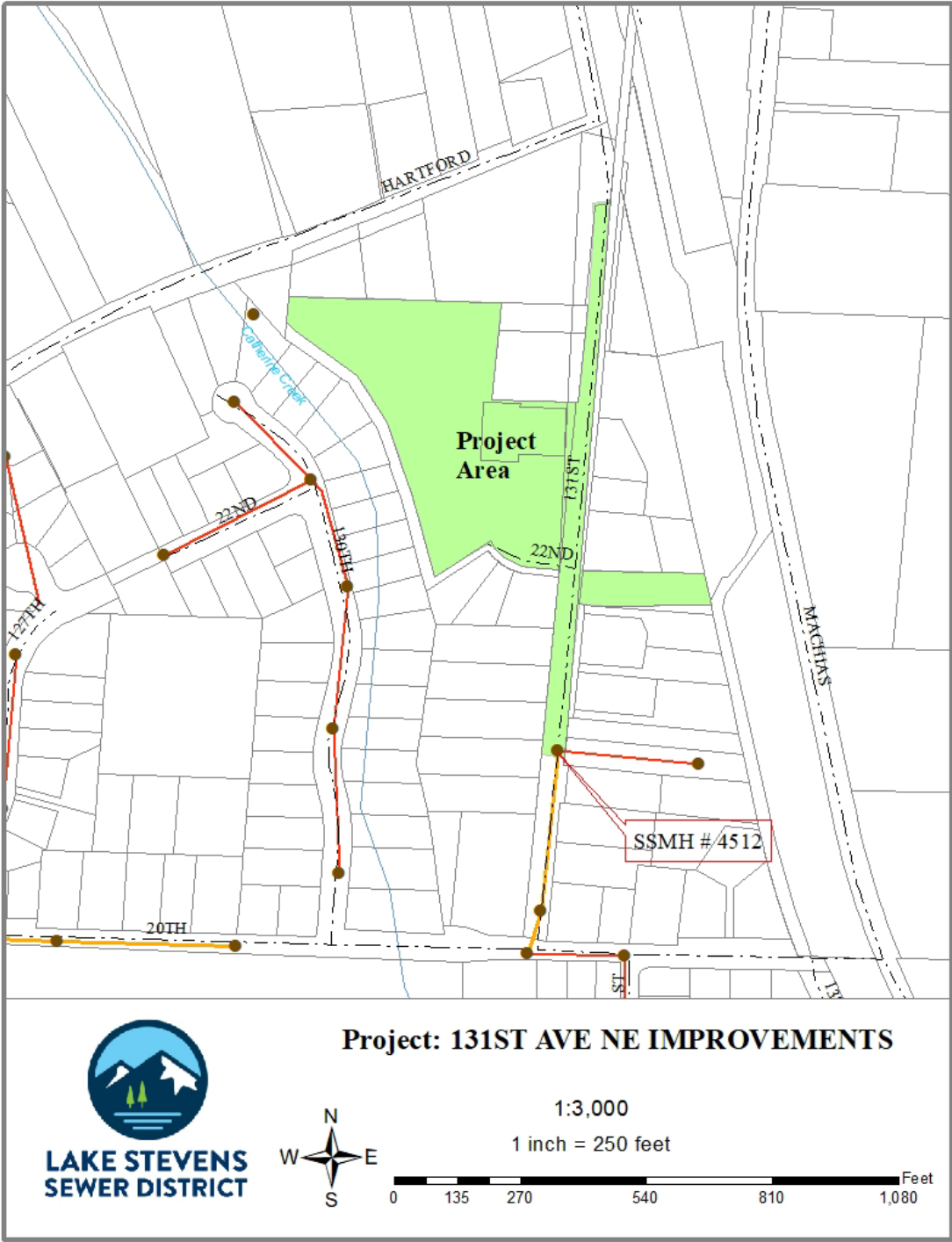
LOT 4, SHORT PLAT RECORDED ON JUNE 26, 1978 UNDER RECORDING NO. 7806260149, RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF PHASE I AND PHASE II OF THE HARTFORD INDUSTRIAL PARK CONDOMINIUM, ACCORDING TO THE SURVEY MAP AND PLANS RECORDED IN VOLUME 44 OF CONDOMINIUMS, PAGE 118, AND BEING UNDER RECORDING NO. 8307275008 AND 8505165006, RECORDS OF SNOHOMISH COUNTY AND ACCORDING TO THE DECLARATION RECORDED UNDER RECORDING NO. 8307270288 AND ANY AMENDMENTS THERETO AND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 6 EAST W.M.;

EXCEPT THEREFROM ANY PORTION WITHIN UNITS A-1, A-2, B-1 AND B-2 OF PHASES I AND II OF THE HARTFORD INDUSTRIAL PARK CONDOMINIUM, ACCORDING TO THE SURVEY MAP AND PLANS RECORDED IN VOLUME 44 OF CONDOMINIUMS, PAGE 118, AND BEING UNDER RECORDING NO. 8307275008 AND 8505165006, AND ACCORDING TO THE DECLARATION RECORDED UNDER RECORDING NO. 8307270288, AND ANY AMENDMENTS THERETO IN THE RECORDS OF SNOHOMISH COUNTY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

131st AVE NE SEWER EXTENSION

Exhibit B: Vicinity Map



131st AVE NE SEWER EXTENSION
Exhibit C:

Gravity Main Reimbursable

When the parcels located within the Reimbursable Area as shown in Exhibit "D" enter into a developer extension agreement or otherwise contract with Lake Stevens Sewer District to connect directly (side sewer) to the District system, the property owners of those parcels will pay a reimbursement fee for their respective parcels. It has been determined that the existing properties defined as the Reimbursable Area as shown in Exhibit D will benefit equally with the other properties that will benefit by direct connection to the sewer extension constructed by this project.

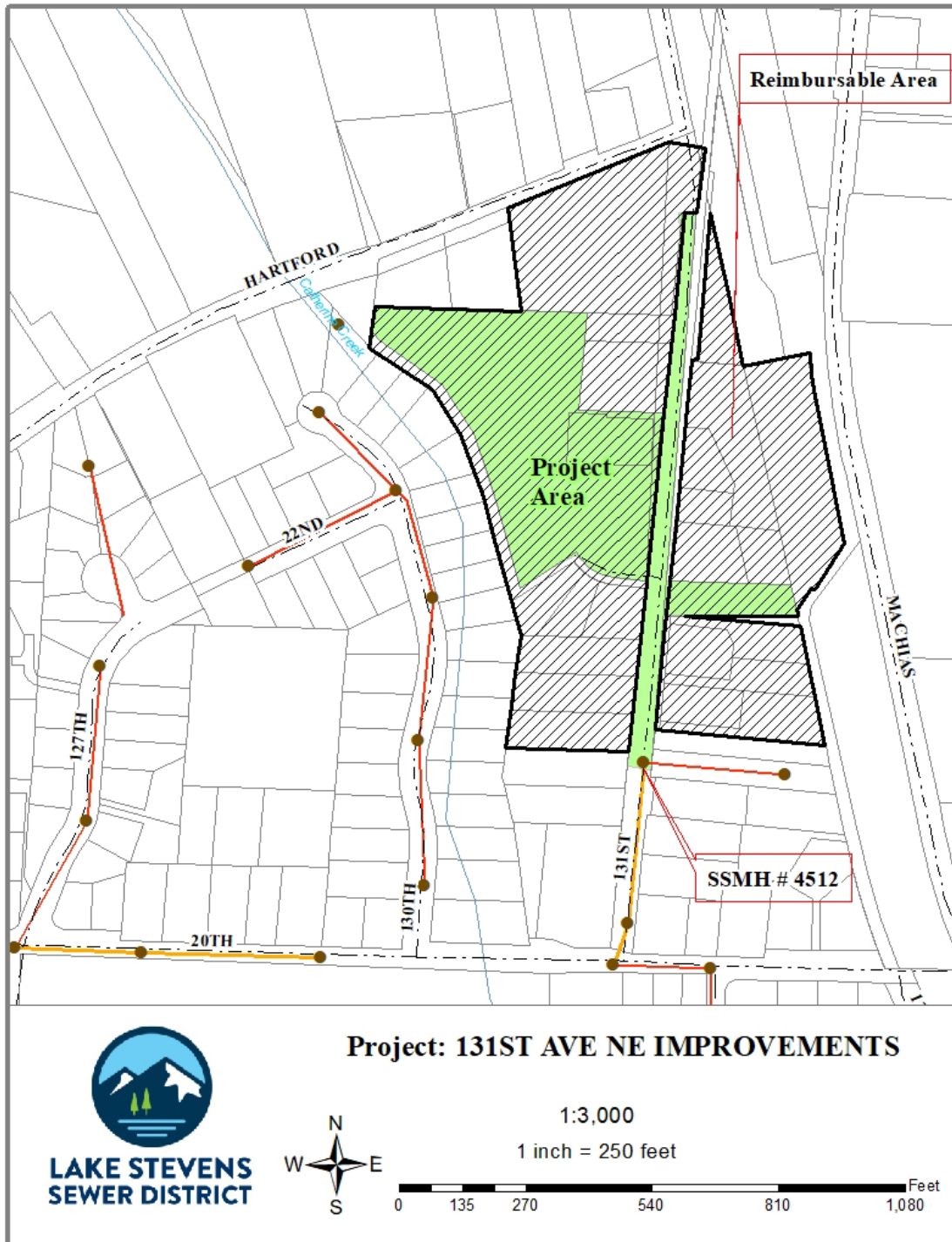
Accordingly, the reimbursement charge assessed to each of the aforementioned properties shall be based on the total City-funded portion of the total project costs (Exhibit E) for the gravity main divided by the total number of properties that will be furnished with a point of direct connection to the extension. Total project cost shall be determined at project completion and shall be based on the sum of the allowed sewer construction cost including applicable state sales tax, plus an additional allowance of 40 percent of the allowed sewer construction cost as compensation for related project costs including engineering, plan review, project administration, business taxes, bonding and insurance. The total number of benefited properties/units shall be determined as the total of 4.3 connections for this project, plus the 20 reimbursable units depicted in Exhibit D (4.3 allowed connections plus 20 reimbursable residential units = 24.3 benefited properties/units).

The reimbursable cost will be calculated as per Equation 1 below:

$$\text{Reimbursable cost to developer (per ERU)} = \frac{100\% \times \text{Total City-funded portion of Project Cost}}{24.3 \text{ benefited properties/units (ERU)}}$$

The Total Project Cost listed above will be determined based on engineering review of construction costs following construction and will be evaluated following substantial completion of each project.

131st AVE NE SEWER EXTENSION
Exhibit D: Reimbursable Map



131st AVE NE SEWER EXTENSION

Exhibit E: Engineer's Estimated Project Cost

City of Lake Stevens 131st Ave Improvements Final Estimate

SCHEDULE A: Roadway Improvements

Bid Item No.	Spec. Section	Description	Quantity	Unit	Unit Cost	TOTAL COST	Total Sewer Project Cost	City Funded Portion of Total Sewer Project Cost	District Funded Portion of Total Sewer Project Cost
DIVISION 1 - GENERAL REQUIREMENTS									
A-1	1-09.7	Mobilization/Demobilization (8% Maximum)	1	LS	\$73,000.00	\$73,000.00	\$ 36,500.00	50%	\$ 18,250.00
2	1-05.4 SP	Construction Surveying	1	LS	\$17,400.00	\$17,400.00	\$ 8,700.00	50%	\$ 4,350.00
3	1-04.4 SP	Minor Changes	1	FA	\$20,000.00	\$20,000.00	\$ 10,000.00	50%	\$ 5,000.00
4	1-07.15	Spill Prevention, Control & Countermeasures (SPCC) Plan	1	LS	\$5,000.00	\$5,000.00	\$ 2,500.00	50%	\$ 1,250.00
5	1-05.18 SP	Record Drawings	1	LS	\$6,500.00	\$6,500.00	\$ 3,250.00	50%	\$ 1,625.00
6	1-07.17 SP	Potholing	1	FA	\$5,000.00	\$5,000.00	\$ 2,500.00	50%	\$ 1,250.00
7	1-10.5 SP	Traffic Control	1	LS	\$50,000.00	\$50,000.00	\$ 25,000.00	50%	\$ 12,500.00
DIVISION 2 - EARTHWORK									
8	2-01.5 SP	Clearing and Grubbing	0.51	ACRE	\$20,000.00	\$10,200.00			
9	2-02.3(4)	Pavement Sawcutting	3,100	LF	\$7.00	\$21,700.00	\$ 16,450.00	76%	\$ 8,225.00
10	2-02.5 SP	Removal of Structures and Obstructions	1	LS	\$50,000.00	\$50,000.00	\$ 25,000.00	50%	\$ 12,500.00
11	2-03.5 SP	Roadway Excavation Incl. Haul	1081	CY	\$30.00	\$32,430.00	\$ 16,215.00	50%	\$ 8,107.50
12	2-03.5 SP	Gravel Borrow, Incl. Haul	628	CY	\$35.00	\$21,980.00	\$ 10,990.00	50%	\$ 5,495.00
13	2-11.5 SP	Trimming and Cleanup	1	LS	\$12,000.00	\$12,000.00	\$ 6,000.00	50%	\$ 3,000.00
DIVISION 4 - BASES									
14	4-04.5 SP	Crushed Surfacing Base Course	1011	TN	\$40.00	\$40,440.00	\$ 40,440.00	100%	\$ 20,220.00
DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS									
15	5-04.5 SP	HMA CL 1/2" PG 64H-22	2,100	TN	\$130.00	\$273,000.00	\$ 136,500.00	50%	\$ 68,250.00
16	5-04.5 SP	Planing Bituminous Pavement	1,235	SY	\$15.00	\$18,525.00	\$ 9,262.50	50%	\$ 4,631.25
DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS									
17	7-05.5 SP	PVC Storm Sewer Pipe, 12-in. Diam.	160	LF	\$75.00	\$12,000.00			
18	7-04.5	Testing Storm Sewer Pipe	160	LF	\$3.00	\$480.00			
19	7-05.5 SP	Catch Basin Type 1 W/ Solid Locking Lid	1	EA	\$1,800.00	\$1,800.00			
20	7-05.5 SP	Catch Basin Type 1 W/ Vaned Grate	1	EA	\$1,800.00	\$1,800.00			
21	7-05.5 SP	PVC Catch Basin, 24-in	11	EA	\$1,000.00	\$11,000.00			
22	7-05.5 SP	Catch Basin Type 2, 48-in. Diam.	3	EA	\$4,200.00	\$12,600.00			
23	7-04.5 SP	Connect to Existing Storm Sewer Pipe	1	EA	\$1,000.00	\$1,000.00			
24	7-21.5 SP	Bioretention Swale	1,220	SY	\$35.00	\$42,700.00			
25	7-08.5 SP	Trench Safety Systems	1	LF	\$3,000.00	\$3,000.00			
DIVISION 8 - MISCELLANEOUS CONSTRUCTION									
26	8-01.5 SP	Stormwater Pollution Prevention Plan	1	LS	\$5,000.00	\$5,000.00	\$ 2,500.00	50%	\$ 1,250.00
27	8-01.5 SP	Erosion/Water Pollution Control	1	LS	\$25,000.00	\$25,000.00	\$ 12,500.00	50%	\$ 6,250.00
28	8-01.5 SP	Inlet Protection	1	EA	\$300.00	\$300.00	\$ 150.00	50%	\$ 75.00
29	8-01.5 SP	Silt Fence	980	LF	\$8.00	\$7,840.00			
30	8-02.5 SP	Seeding, Fertilizing, & Mulching - Erosion Control Seed Mix	0.50	ACRE	\$8,500.00	\$4,250.00			
31	8-02.5 SP	Seeding, Fertilizing, & Mulching - Bioswale Seed Mix	0.25	ACRE	\$9,500.00	\$2,375.00			
32	8-02.5 SP	Property Restoration	1	LS	\$10,000.00	\$10,000.00			
33	8-02.5 SP	Topsoil Type A	115	CY	\$50.00	\$5,750.00			
34	8-02.5 SP	Bark or Wood Chip Mulch	15	CY	\$35.00	\$525.00			
35	8-02.5 SP	Fine Compost	37	CY	\$45.00	\$1,665.00			
36	9-03.11(4)	Stream Bed Cobbles	30	CY	\$60.00	\$1,800.00			
37	8-02.5 SP	PSIPE Shrubs 1 Gal.	473	EA	\$24.00	\$11,352.00			
38	8-02.5 SP	PSIPE Ground Covers 4-inch Pot	330	EA	\$12.00	\$3,960.00			
39	8-02.5 SP	PSIPE Emergents 10-inch Plug	705	EA	\$4.00	\$2,820.00			
40	8-04.5	Cement Concrete Traffic Curb and Gutter	1,822	LF	\$20.00	\$36,440.00			
41	8-06.5	Cement Concrete Driveway Entrance Type 3	520	SY	\$85.00	\$44,200.00			
42	8-06.5	Cement Concrete Driveway Entrance Type 1	83	SY	\$85.00	\$7,055.00			
43	8-13.5 SP	Monument Case, Cover, and Pipe	1	EA	\$500.00	\$500.00	\$ 500.00	100%	\$ 250.00
44	8-14.5 SP	Cement Concrete Sidewalk	0	SY	\$52.00	\$0.00			
45	8-14.5 SP	Cement Concrete Curb Ramp, Combination	1	EA	\$5,000.00	\$5,000.00			
46	8-14.5 SP	Cement Concrete Curb Ramp, Perpendicular Type B	1	EA	\$5,000.00	\$5,000.00			
47	8-18.5 SP	Mailbox Support, Type 1	20	EA	\$600.00	\$12,000.00			
48	8-21.3(5)	Permanent Signage	1	LS	\$5,000.00	\$5,000.00			
49	8-22.3(3)	Plastic Line	3,520	LF	\$3.00	\$10,560.00			
50	8-22.3(3)	Plastic Crosswalk Line	650	SF	\$8.00	\$5,200.00			
51	8-22.3(3)	Plastic Stop Line	22	LF	\$16.00	\$352.00			
SCH A SUBTOTAL						\$957,499.00	\$ 364,957.50		\$ 182,478.75
Sales Tax 9.3%						\$89,047.41	\$ 33,941.05		\$ 16,970.52
SCH A TOTAL w/ TAX						\$1,046,546.41	\$ 398,898.55	38%	\$ 199,449.27

SCHEDULE B: Sewer Improvements									
Bid Item No.	Spec. Section	Description	Quantity	Unit	Unit Cost	TOTAL COST	Total Sewer Project Cost	City Funded Portion of Total Sewer Project Cost	District Funded Portion of Total Sewer Project Cost
DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS									
B-1		Mobilization for Sanitary Sewer Improvements (8% Maximum)	1	LS	\$47,000.00	\$47,000.00	\$ 47,000.00	100%	\$ 23,500.00 \$ 23,500.00
B-2		Sewer Alignment Surveying	1	LS	\$6,000.00	\$6,000.00	\$ 6,000.00	100%	\$ 3,000.00 \$ 3,000.00
B-3		Record Drawings for Sewer Improvements	1	LS	\$1,000.00	\$1,000.00	\$ 1,000.00	100%	\$ 500.00 \$ 500.00
B-4		Potholing for sewer	1	FA	\$5,000.00	\$5,000.00	\$ 5,000.00	100%	\$ 2,500.00 \$ 2,500.00
B-5		Project Temporary Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$ 10,000.00	100%	\$ 5,000.00 \$ 5,000.00
B-6		Shoring & Trench Safety (Minimum \$1/LF)	1	LF	\$12,000.00	\$12,000.00	\$ 12,000.00	100%	\$ 6,000.00 \$ 6,000.00
B-7		10-in PVC Pipe (SDR 35)	1,110	LF	\$150.00	\$166,500.00	\$ 166,500.00	100%	\$ 83,250.00 \$ 83,250.00
B-8		8-in PVC Pipe (SDR 35)	72	LF	\$200.00	\$14,400.00	\$ 14,400.00	100%	\$ 7,200.00 \$ 7,200.00
B-9		6-in PVC Stub (SDR 35)	365	LF	\$175.00	\$63,875.00	\$ 63,875.00	100%	\$ 31,937.50 \$ 31,937.50
B-10		Sanitary Sewer Cleanout	14	EA	\$250.00	\$3,500.00	\$ 3,500.00	100%	\$ 1,750.00 \$ 1,750.00
B-11		10-in x 6-in PVC Tee	14	EA	\$1,000.00	\$14,000.00	\$ 14,000.00	100%	\$ 7,000.00 \$ 7,000.00
B-12		4-in HDPE, Force Main stub	1	LF	\$1,000.00	\$1,000.00	\$ 1,000.00	100%	\$ 500.00 \$ 500.00
B-13		48" Dia. SSMH 8 Ft. Depth.	5	EA	\$10,000.00	\$50,000.00	\$ 50,000.00	100%	\$ 25,000.00 \$ 25,000.00
B-14		Extra Depth 48" Diam. Manhole	15.0	VLF	\$500.00	\$7,500.00	\$ 7,500.00	100%	\$ 3,750.00 \$ 3,750.00
B-15		54" Dia. SSMH	1	EA	\$12,500.00	\$12,500.00	\$ 12,500.00	100%	\$ 6,250.00 \$ 6,250.00
B-16		Connect to Existing Sewer Manhole	1	EA	\$8,000.00	\$8,000.00	\$ 8,000.00	100%	\$ 4,000.00 \$ 4,000.00
B-17		5/8 inch Crushed Rock Backfill (CSTC)	3,000	TN	\$35.00	\$105,000.00	\$ 105,000.00	100%	\$ 52,500.00 \$ 52,500.00
B-18		4" Asphalt Trench Patch (temporary)	200	TN	\$250.00	\$50,000.00	\$ 50,000.00	100%	\$ 25,000.00 \$ 25,000.00
B-19		Restoration and Cleanup (Sewer Improvements only)	1	LS	\$2,000.00	\$2,000.00	\$ 2,000.00	100%	\$ 1,000.00 \$ 1,000.00
B-20		Minor Changes	1	FA	\$25,000.00	\$25,000.00	\$ 25,000.00	100%	\$ 12,500.00 \$ 12,500.00
SCH B SUBTOTAL						\$604,275.00	\$ 604,275.00		\$ 302,137.50 \$ 302,137.50
Sales Tax 9.3%						\$56,197.58	\$ 56,197.58		\$ 28,098.79 \$ 28,098.79
SCH B TOTAL w/ TAX						\$660,472.58	\$ 660,472.58	100%	\$ 330,236.29 \$ 330,236.29
ROW and TCE									
Bid Item No.	Spec. Section	Description	Quantity	Unit	Unit Cost	TOTAL COST	Total Sewer Project Cost	City Funded Portion of Total Sewer Project Cost	District Funded Portion of Total Sewer Project Cost
DIVISION 1 - GENERAL REQUIREMENTS									
1		Temporary Construction Easement	17,096	SF	\$10.00	\$170,960.00			
2	1-05.4 SP	ROW Acquisition	6,812	SF	\$7.00	\$47,684.00			
ROW and TCE SUBTOTAL						\$218,644.00			
PROJECT TOTALS									
SCH A SUBTOTAL						\$957,499.00	\$ 364,957.50	38%	\$ 182,478.75 \$ 182,478.75
SCH B SUBTOTAL						\$604,275.00	\$ 604,275.00	100%	\$ 302,137.50 \$ 302,137.50
Total Sales Tax 9.3%						\$145,244.98	\$ 90,138.62		\$ 45,069.31 \$ 45,069.31
Contingency/Changes to Construction 10%						\$170,701.90	\$ 85,350.95	50%	\$ 42,675.47 \$ 42,675.47
ROW and TCE						\$218,644.00	\$ -	0%	
PROJECT TOTAL						\$2,096,364.88	\$ 1,144,722.07	55%	\$ 572,361.04 \$ 572,361.04

CITY COUNCIL STAFF REPORT



Agenda Date: 4/8/2025

Subject: Community Transit Bus Stop Shelters Facility License Agreement

Contact Person/Department: Lori Erickson, Public Works

Budget Impact: \$15,600, the City's portion for installing two bus shelters.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Facility License Agreement with Community Transit for Bus Stop Shelters

SUMMARY/BACKGROUND:

Community Transit is proposing a Facility License Agreement with the City for the installation and maintenance of two future bus stop shelters that can be expanded to other locations with a contract amendment. The agreement was developed collaboratively by Community Transit and the City's Public Works Department. Under this agreement, the City will benefit from cost-sharing on shelter installation, while Community Transit will assume responsibility for ongoing maintenance throughout the expected 10-year useful life of the structures. A summary of the contract is below:

- **Shelter Installation & Use:** Community Transit is licensed to install, maintain, and access two transit passenger shelters on City-owned property in Lake Stevens, with no significant expansion of the 120 sq. ft. Licensed Area.
- **Cost & Maintenance:** The City will pay up to \$15,600 for installation, while Community Transit will maintain the shelters for their estimated 10-year lifespan, including annual inspections and as-needed repairs within asset value limits.
- **Liability & Termination:** Community Transit assumes liability and must restore the site if trenching occurs. Either party can terminate the agreement with written

notice, after which Community Transit must remove the shelters and restore the area within 90 days.

APPLICABLE CITY POLICIES:

Policy 302 - Procurement Policy

ATTACHMENTS:

1. Facility License Agreement - Licensor Reimbursement - Lake Stevens - Community Transit - Shelters 2025
2. Community Transit Bus Shelter Presentation

COMMUNITY TRANSIT FACILITY LICENSE AGREEMENT

FILE NO. _____

THIS LICENSE is hereby granted on the day and year set forth below between The City of Lake Stevens hereinafter "Licensor," and **Snohomish County Public Transportation Benefit Area Corporation dba Community Transit (Community Transit)**, hereinafter "Licensee" and collectively referred to as the "Parties".

The Parties find that it is in their mutual best interests that two (2) transit passenger shelters ("Transit Improvements") be located for the benefit of the public Licensor, for and in consideration of the mutual obligations of the Parties herein set forth, licenses to Licensee approximately 120 square feet of property ("Licensed Area") for the uses described in this License at the locations identified in the description attached to this License within **Exhibit 1 – Shelter Improvements**, which are portions of properties owned by Licensor at two locations in Lake Stevens, WA.

Use of Licensed Area. Licensor allows Licensee ingress and egress to, from, around and on the Licensed Area to install, maintain, repair, replace, remove and, along with its transit customers, use the Transit Improvements substantially as included and located on the site plan, attached to this License as **Exhibit 1**. This License shall include any modifications of and/or upgrades to the Transit Improvements, provided that such modifications and/or upgrades do not include any significant expansion of the Licensed Area.

Costs. The Licensor has requested that the Transit Improvements be included within the respective bus stops located within the Licensed Area. Upon delivery of the Transit Improvements Licensor agrees to pay the cost of said Transit Improvements in an amount not to exceed \$15,600 unless further agreed by written agreement of the Parties. Upon completion of the Transit Improvements, Licensee shall invoice Licensor and Licensor shall remit payment to Licensee within forty-five (45) days of receipt of the invoice. Licensee shall construct said Transit Improvements in a manner that will not impair the use and occupancy of the remainder of Licensor's property.

Maintenance. Licensee shall maintain the Transit Improvements in a good, clean and attractive condition for the life of the improvements, including removing graffiti as needed. Licensee will provide this maintenance to the improvements on an as-needed basis per its typical practice of approximately once per year.

The Transit Improvements are assumed to have a useful life of 10 years. Licensee will make repairs over the useful life of the Transit Improvements assets that don't cost more than the remaining value of the assets at the time of the repair, using a linear depreciation rate. Licensee cannot guarantee maintaining the Transit Improvements or similar amenities at this location in perpetuity.

Trenching. If the use of the Licensed Area by Licensee shall involve trenching, Licensee shall restore the trenched area to a good or better condition as that which existed prior to the trenching.

Hold Harmless. Licensee shall save the Licensor harmless from any damage and liability whatsoever that may arise out of the Licensee's construction, installation, maintenance, repair, replacement, removal and use of the Transit Improvements and/or the use of the Licensed Area described herein.

Revocation and Termination. Licensor may revoke this License by providing Licensee with written notice of revocation. Licensee may terminate this License by providing Licensor with written notice of termination. In either event, this License shall terminate, and Licensee shall have ninety (90) days to remove the Transit Improvements and to restore the Licensed Area to as good or better condition as that which existed prior to construction and/or installation of the subject Transit Improvements.

Dated this ____ day of _____, 2025

APPROVED BY LICENSEE:

APPROVED BY LICENSOR:

COMMUNITY TRANSIT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Title: _____

Date: _____

Date: _____

Enclosure

Exhibit 1 Shelter Improvements

Location #1: Transit shelter to be installed at appropriate concrete pad within the eastbound bus stop located on the north end of 20th St. NE in Lake Stevens between Main St. and 123rd Ave NE, currently designated 20th St. NE & 123rd St. NE (Stop ID #1633), in either its current or future location(s) after planned construction work in the area by the City of Lake Stevens

Location #2: Transit shelter to be installed at the appropriate concrete pad within the northbound bus stop located on the east side of 127th Ave NE in Lake Stevens, designated 127th Ave NE & 18th St. NE (Stop ID #2753) in the vicinity of the latitude/longitude coordinates 48.01322487244827, -122.05991834804637.



One Community Around The Lake

Community Transit – Bus Stop Shelters Facility License Agreement

PRESENTED BY: LORI ERICKSON

APRIL 8, 2025

Topics:

- Background
- Interlocal Agreement Summary
- Benefits and Challenges to Consider
- Proposed Locations of Shelters to be Installed (if approved)
- Community Transit Processes
- Recommendation
- Questions





Background

- Community Transit (CT) is proposing a Facility License Agreement with the City to install and maintain bus stop shelters
- The agreement was drafted collaboratively by Public Works and CT
- Two locations are currently under consideration for new shelters
- This model agreement may serve as a template for future partnerships between CT and other municipalities

Interlocal Agreement Summary Agreement Summary

Shelter Installation and Use

- Community Transit is licensed to install, maintain, and access two transit passenger shelters on City-owned property in Lake Stevens, with no significant expansion of the 120 sq. ft. Licensed Area.

Cost & Maintenance

- The City will pay up to \$15,600 (two shelters), while Community Transit will maintain the shelters for their estimated 10-year lifespan, including annual inspections and as-needed repairs within asset value limits.

Liability & Termination:

- Community Transit assumes liability and must restore the site if trenching occurs. Either party can terminate the agreement with written notice, after which Community Transit must remove the shelters and restore the area within 90 days.

Benefits to Consider

- **Encourages the use of mass transit and shared transit**
 - Shelter from the elements
 - Enhances the visibility and presence of the bus stop location.
- **Focus Areas**
 - Bus stop located along routes with less frequent service
 - Sites with sufficient right-of-way to accommodate a shelter pad and an adjacent accessible path.
- **Reduce Maintenance Burden for Public Works**
 - Shelters will be clearly marked as with CT logos
 - CT will maintain to their service level



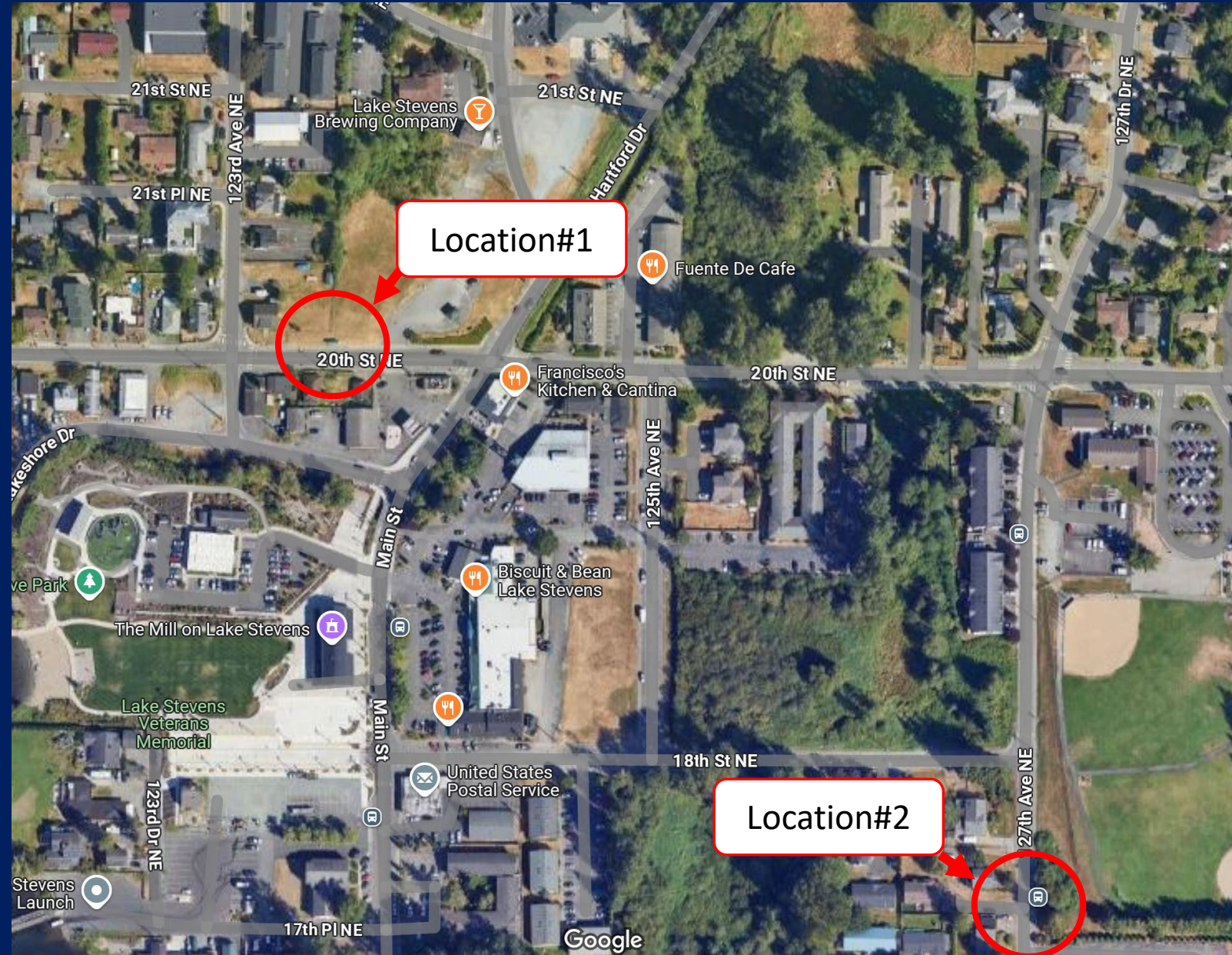
Challenges to Consider

- **Unwanted or disruptive behavior**
 - Vandalism
 - Graffiti
 - Loitering
 - Littering
- **CT Service Levels**
 - Service levels may not meet city standards (same-day response for harmful graffiti).
- **Sense of Urbanization**



Proposed Locations of First Two Shelters

- **Location #1 (Roundabout Project):** Eastbound bus stop #1633 located on the north end of 20th St NE, between Main St and 123rd Ave NE
- **Location #2 (Replacement):** Northbound bus stop #2753 located on the east side of 127th Ave NE, close to 18th St NE



Community Transit Processes

SERVICE REQUESTS

- City or resident/rider submits a service request or calls customer service
- Response time varies. Typically repairs or maintenance happens within a few weeks of the request.

REQUESTING NEW SHELTERS

- City or resident/rider submits a service request or calls customer service
- Location reviewed by CT and prioritized:
 - Ridership
 - Equity
 - Performance
 - Compliance and Feasibility, etc.
- City notified of shelter priority and potential cost-sharing
- City approves shelter location and reimburses CT for shelter materials purchase

Recommendation:

*Authorize the Mayor
to Sign the Facility
License Agreement with CT*

Questions?



CITY COUNCIL STAFF REPORT



Agenda Date: 4/8/2025

Subject: Transportation Benefit Program (TBP) Implementation Plan

Contact Person/Department: Lori Erickson, Ben Romanaggi, Kim Klinkers, Aaron Halverson, Public Works

Budget Impact: Due to more detailed cost estimating, fluctuating unit prices, and the long-term nature of the program, external funding will be essential to deliver all of the projects identified in the Transportation Benefit Program (TBP). The City has already secured several external grants and anticipates additional funding opportunities as the program advances.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Public Works staff will overview the attached Transportation Benefit Program Implementation Plan for discussion.

SUMMARY/BACKGROUND:

The City of Lake Stevens established the Transportation Benefit District (TBD) to fund and deliver vital multimodal transportation improvements across the city. The TBD lacked an approved funding mechanism until 2022 when voters approved a 0.2% sales tax (Proposition 1) to support Transportation Benefit Program (TBP) projects over 10 years. This tax, projected to generate approximately \$1.5 million annually, began collection in April 2023. Funding priorities include new sidewalks and non-motorized improvements, complete street roadway upgrades and citywide pavement preservation.

Key elements of the TBP include:

- 20 prioritized sidewalk and non-motorized projects based on safety, connectivity, cost, and grant eligibility.

- Key roadway upgrade projects, including Main Street, 91st Avenue NE and 79th Avenue SE, focused on safety and multimodal improvements.
- An annual contribution to pavement preservation projects throughout the city based on the Pavement Condition Index (PCI) rating.
- Stormwater utility upgrades, integrated into street and sidewalk improvements to meet regulatory requirements.
- Phased project delivery schedule, balancing available funding for design, right-of-way (ROW) acquisition and construction with staffing capacity.

To stretch local dollars, TBP leverages:

- Local funding tools, including transportation impact mitigation fees, Real Estate Excise Tax (REET), stormwater contributions, and fee-in-lieu contributions.
- External funding, particularly state and federal grants.

Community feedback shaped funding priorities:

- 51% favored sidewalk connectivity
- 37% prioritized road improvements
- 12% supported multi-use paths

Through the TBP, Lake Stevens is investing in safer, more connected, and accessible streets for all users—residents, visitors, and future generations.

APPLICABLE CITY POLICIES:

Resolution 2023-04, Resolution 2022-10, Resolution 2019-01

ATTACHMENTS:

1. TBP Implementation Plan



Transportation Benefit Program Implementation Plan



Aaron Halverson, *Public Works Director*
Kim Klinkers, PE, *City Engineer*
Ben Romanaggi, PE, *Senior Civil Engineer*
April 2025

Executive Summary

The City of Lake Stevens established the Transportation Benefit District (TBD) to fund and deliver vital multimodal transportation improvements across the city. The TBD lacked an approved funding mechanism until 2022 when voters approved a 0.2% sales tax (Proposition 1) to support Transportation Benefit Program (TBP) projects over 10 years. This tax, projected to generate approximately \$1.5 million annually, began collection in April 2023. Funding priorities include new sidewalks and non-motorized improvements, complete street roadway upgrades and citywide pavement preservation.

Key elements of the TBP include:

- 20 prioritized sidewalk and non-motorized projects based on safety, connectivity, cost, and grant eligibility.
- Key roadway upgrade projects, including Main Street, 91st Avenue NE and 79th Avenue SE, focused on safety and multimodal improvements.
- An annual contribution to pavement preservation projects throughout the city based on the Pavement Condition Index (PCI) rating.
- Stormwater utility upgrades, integrated into street and sidewalk improvements to meet regulatory requirements.
- Phased project delivery schedule, balancing available funding for design, right-of-way (ROW) acquisition and construction with staffing capacity.

To stretch local dollars, TBP leverages:

- Local funding tools, including transportation impact mitigation fees, Real Estate Excise Tax (REET), stormwater contributions, and fee-in-lieu contributions.
- External funding, particularly state and federal grants

Community feedback shaped funding priorities:

- 51% favored sidewalk connectivity
- 37% prioritized road improvements
- 12% supported multiuse paths

Through the TBP, Lake Stevens is investing in safer, more connected, and accessible streets for all users—residents, visitors, and future generations.

1. Lake Stevens Transportation Benefit District

In 2018, the City of Lake Stevens established a Transportation Benefit District (TBD) to support the delivery of multimodal transportation improvements. Authorized under Chapter 36.73 RCW, TBDs are legal entities that fund transportation projects within city limits, typically through sources like car tab fees or voter-approved sales tax increases. They can also pursue bonds, grants, and other revenues.

In 2019, the City Council adopted Resolution 2019-01 to assume all functions of the TBD and renamed the effort the Transportation Benefit Program (TBP). This change brought TBP responsibilities under the direct control of the City Council and clarified the program's identity as a city-led initiative rather than a separate governing entity.

In 2022, voters approved Proposition 1, a ballot measure authorizing a 0.2% sales tax increase for 10 years to fund TBP projects. These projects include new sidewalk and walkway projects, including replacement and maintenance, connection of missing links and ADA improvement upgrades. In addition, roadway improvements include Complete Street upgrades, traffic and pedestrian safety programs and annual pavement preservation. The tax began collection in April 2023 and is projected to raise approximately \$1.5 million annually.

2. Project Summary Descriptions

2.1 Summary of Capital Projects for Transportation Benefit Program

The Transportation Benefit Program (TBP) funds the following primary types of projects:

- New Sidewalks and Non-motorized Improvements
- Complete Street Roadway Improvements
- Annual Pavement Preservation

A comprehensive list of proposed projects was provided as part of the information shared with the community regarding the sales tax proposition. These are detailed in the following tables:

- **Table 2.1** – Sidewalk and Non-motorized Projects
- **Table 2.2** – Complete Street Roadway Improvements

Pavement preservation projects were not listed individually due to the dynamic nature of roadway conditions, which can change rapidly over time. Instead, an annual allocation of \$500,000 has been designated for pavement preservation efforts.

It is also important to note that sidewalk projects are generally designed to include sidewalks on only one side of the roadway.

Table 2.1: Sidewalk and Non-motorized Projects

Identifier	Project Street	Limits		Approximate Length (linear feet)
		Start	End	
TBP-1	16th St NE	Main St	Machias Cutoff	4,200
TBP-2	91 st Ave SE	4 th St SE	Market Place	1,000
TBP-3	91 st Ave SE	8 th St SE	4 th St SE	1,400
TBP-4	117 th Ave NE	20 th St NE	26 th St NE	2,100
TBP-5	91 st Ave SE	20 th St SE	12 th St SE	3,000
TBP-6	North Lakeshore Dr	Main St	123 rd Ave NE	215
TBP-7	Soper Hill Road	Lake Dr	State Route 9	3,000
TBP-8	113 th Ave NE	32 nd St NE	36 th St NE	Upgrades
TBP-9	20 th St NE	Main St	131 st Ave SE	Upgrades
TBP-10	Grade Rd	Hartford Dr	Library	650
TBP-11	Hartford Dr	20 th St NE	21 st St NE	500
TBP-12	123 rd Ave NE	22 nd St NE	North Lakeshore Dr	650
TBP-13	83 rd Ave NE	20 th St SE	17 th St SE	850
TBP-14	99 th Ave NE	1 st St SE	Chapel Hill Rd	Upgrades
TBP-15	North Lakeshore Dr	123 rd Ave NE	North Lake Swim Beach	1,200
TBP-16	99 th Ave NE	Sunnycrest Elementary	30 th St NE	1,300
TBP-17	99 th Ave SE	20 th St SE	8 th St SE	3,000
TBP-18	Machias Cutoff	South Lake Stevens Rd	123 rd Ave SE	3,200
TBP-19	20 th St SE	South Lake Stevens Rd	113 th Dr SE	3,000
TBP-20	4 th St NE	97 th Dr NE	98 th Dr NE	450

**Upgrades* – Updating curb ramps or roadway crossing improvements near schools.

Table 2.2: Complete Street Roadway Projects

Project Street	Limits		Details
	Start	End	
Main Street	16 th St NE	N Lakeshore Dr	Replace 1,600 linear feet of roadway and sidewalks. TBP funding is for design or grant match only.
Main Street Roundabout	20 th St NE	Main St	Upgraded intersection at 20 th Street NE and Main Street. TBP funding is for design or grant match only.
79th Ave SE Access Rd	20 th St SE	83 rd Ave SE	Construct 940 linear feet of roadway. TBP funding is for design or grant match only.
91st Ave NE	Market Place	State Route 204	Replace 1,600 linear feet of roadway and sidewalks. TBP funding is for design or grant match only.

3. Project Identification and Prioritization

3.1 Identification

City staff relied on studies conducted over the past decade to develop a comprehensive list of incomplete sidewalk and bike lane segments throughout the City. These included the Local Road Safety Plan (2022), Sidewalk Master Plan (2014), Sidewalk Prioritization Plan (2018), and the City's Comprehensive Plan (2022).

This planning effort resulted in the identification of the following project types:

- 46 Sidewalk and Non-Motorized Projects
- 13 Roadway Projects

3.2 Prioritization

Given the substantial number of identified sidewalk, bike lane and roadway projects and the need for a relatively objective method to prioritize and sequence project delivery, City staff conducted a comprehensive scoring of each proposed project. Projects were evaluated using the following nine criteria:

- Highest land use type within ½ mile
- Roadway classification
- Collision history
- Proximity to key facilities within ¼ mile
- Proximity to key facilities within ½ mile

- Estimated cost
- Implementation opportunity
- Grant eligibility
- Availability of dedicated funding

Detailed scoring tables and the resulting project scores are provided in **Appendix A**.

4. General Project Delivery Schedule

The timing of TBP project delivery is influenced by multiple factors that are carefully balanced, including project prioritization based on scoring, the availability of financial resources (with TBP funding generated at approximately \$1.5 million per year), and staff capacity to manage design and construction. Coordination with other right-of-way projects and external grant funding schedules is also key.

4.1 Sidewalk and Non-motorized Projects

Twenty sidewalk and non-motorized projects were prioritized for the TBP and scheduled over the program's 10-year funding period (2023–2032). The project sequencing plan was developed based on funding availability, grant opportunities, and staff capacity to manage design, right-of-way (ROW) acquisition and construction.

Most sidewalk and non-motorized projects will follow a consistent delivery schedule: design from August to March, ROW acquisition beginning in November, bidding in March–April, and construction in summer (June–August) to minimize school-year disruptions and weather delays. Some projects may extend beyond this schedule, especially those requiring extensive ROW acquisition or using federal funds, which have longer timelines and additional requirements.

The following project sequencing plan listed in **Table 4.1** was developed to implement the sidewalk and non-motorized TBP projects for the 10-year program through 2032. The following assumptions were included in this plan:

- TBP sales tax revenue includes an annual inflation rate of 3%
- The stormwater fund contributes 15% of the project costs
- Other local funds may include traffic impact mitigation fees, Real Estate Excise Tax (REET) and fee-in-lieu contributions based on adjacent developments
- Reasonably expected grants include grant funds that have been secured or are projected to be awarded in the future
- Anticipated grant revenue is assumed at 35% of the project costs

Table 4.1: Projected Completion Dates for TBP Projects

	Project Street	Proposed Year	2024	2025	2026	2027	2028	2029	2030	2031	2032
TBP-1	16th St NE	2030									
TBP-2	91st Ave SE	2024									
TBP-3	91st Ave SE	2024									
TBP-4	117th Ave NE	2025									
TBP-5	91st Ave SE	2026									
TBP-6	N Lakeshore Dr	2029									
TBP-7	Soper Hill	2027									
TBP-8	113th Ave NE	2026									
TBP-9	20th St NE	2030									
TBP-10	Grade Road	2026									
TBP-11	Hartford Drive	2026									
TBP-12	123rd Ave NE	2029									
TBP-13	83rd Ave SE	2027									
TBP-14	99th Ave NE	2025									
TBP-15	N Lakeshore Drive	2029									
TBP-16	99th Ave NE	2029									
TBP-17	99th Ave SE	2028									
TBP-18	Machias Cutoff	2031									
TBP-19	20th St SE	2032									
TBP-20	4th St NE	2028									

Tables 4.2 and 4.3 list the projected revenue and expenditures per year for the Transportation Benefit Program. **Appendix B** shows the projected expenses for each project in full.

Table 4.2: Anticipated TBP Revenue and Expenditures per Year (2024 – 2027)				
	2024	2025	2026	2027
Beginning Fund Balance	\$ 1,191,207	\$ 1,504,000	\$ 2,683,859	\$ 1,785,305
TBP Sales Tax Revenue	\$ 407,000	\$ 1,504,000	\$ 1,549,120	\$ 1,595,594
Stormwater Contribution (15%)	\$ 230,154	\$ 110,142	\$ 584,302	\$ 678,918
Other Local Funds	\$ 1,260,000	\$ -	\$ -	\$ -
Reasonably Expected Grants	\$ 450,000	\$ 800,000	\$ -	\$ -
Anticipated Grant Revenue (35%)	\$ -	\$ -	\$ 1,363,372	\$ 1,584,143
Total Revenue	\$ 3,538,361	\$ 3,918,143	\$ 6,180,654	\$ 5,643,960
Pavement Preservation	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
TBP Capital Projects	\$ 1,534,361	\$ 734,283	\$ 3,895,349	\$ 4,526,122
Total Expenditures	\$ 2,034,361	\$ 1,234,283	\$ 4,395,349	\$ 5,026,122
Ending Fund Balance	\$ 1,504,000	\$ 2,683,859	\$ 1,785,305	\$ 617,837

Table 4.3: Anticipated TBP Revenue and Expenditures per Year (2028 - 2032)					
	2028	2029	2030	2031	2032
Beginning Fund Balance	\$ 617,837	\$ (855,439)	\$(2,283,692)	\$(2,596,997)	\$(3,851,608)
TBP Sales Tax Revenue	\$ 1,643,461	\$ 1,692,765	\$ 1,743,548	\$ 1,795,855	\$ 1,849,730
Stormwater Contribution (15%)	\$ 785,021	\$ 786,305	\$ 715,915	\$ 765,140	\$ 417,329
Other Local Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Reasonably Expected Grants	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -
Anticipated Grant Revenue (35%)	\$ 1,831,716	\$ 1,834,713	\$ -	\$ 1,785,326	\$ 973,767
Total Revenue	\$ 4,878,036	\$ 3,458,344	\$ 2,675,772	\$ 1,749,323	\$ (610,782)
Pavement Preservation	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
TBP Capital Projects	\$ 5,233,475	\$ 5,242,036	\$ 4,772,769	\$ 5,100,930	\$ 2,782,191
Total Expenditures	\$ 5,733,475	\$ 5,742,036	\$ 5,272,769	\$ 5,600,930	\$ 3,282,191
Ending Fund Balance	\$ (855,439)	\$(2,283,692)	\$(2,596,997)	\$(3,851,608)	\$(3,892,973)

4.2 Complete Street Roadway Projects

Due to their larger scope and higher costs, TBP roadway projects have less predictable schedules than sidewalk and non-motorized projects. Local TBP funds alone are also insufficient for design and construction and were intended to match external funds or to advance design.

5. Local Funding Plan

This section outlines the project estimating methods and local funding options that support TBP capital improvement projects. To maximize efficiency over the program's 10-year funding period, local funds will be used to support project design and construction directly, as well as to leverage external grant opportunities—particularly for larger, higher-cost projects like Complete Street Roadway improvements.

This overview is not a comprehensive guide to all funding sources or their broader use in the City's budget. For more detailed information, refer to the City's annual Budget Book, Capital Facilities Plan, or Capital Improvement Plan.

5.1 Project Estimating Practices

Construction costs have been highly unpredictable in recent years due to the impacts of the COVID-19 pandemic, rising labor and fuel costs, tariffs, overall inflation and availability of construction materials. These factors affect bid pricing and introduce risks that influence contractor behavior while also contributing to increased design consultant fees. As a result, accurate cost estimating now depends heavily on up-to-date local bid data.

To maintain estimate accuracy throughout the 10-year TBP funding period, project costs will be reviewed and updated regularly using recent bid data from the Snohomish County area and other reliable sources. Updates will align with the City's annual budget process and reflect changes due to scope adjustments, funding requirements, and regulatory updates.

5.2 Local Sales Tax Funding

In November 2022, Lake Stevens voters approved a 0.2% sales tax increase to fund TBP projects over a 10-year period (2023–2032). This tax, which began collection in April 2023, is expected to generate approximately \$1.5 million annually. Chosen for its fairness, the sales tax applies to residents and visitors, helping to support sidewalk, non-motorized and roadway improvements throughout the city.

TBP funds are allocated across the following project types: new sidewalks and non-motorized improvements, Complete Street roadway improvements and annual pavement preservation. A 2022 public survey of nearly 900 responses showed strong community support for prioritizing sidewalks (51%), followed by roadway improvements (37%) and recreational multiuse paths (12%). These priorities may be adjusted to align with grant opportunities or to coordinate with other City projects.

5.3 Future Bond Funding Support Uses

The City may use bond financing to support TBP projects in two ways: to cover funding gaps—especially for costs not eligible under TBP funds, such as stormwater improvements—or to

accelerate project delivery by advancing design and construction funding. In both cases, the City would repay the debt over time with interest.

However, rising interest rates have made bonding a less attractive option. As a result, the City is prioritizing pursuing external funding opportunities to fully fund and, when possible, expedite project delivery.

5.4 Fee-in-Lieu Contributions

Developers have the option to make a fee-in-lieu contribution in place of constructing frontage improvements on their properties. These contributions are calculated based on the length of the frontage that would otherwise be improved. Collected fees are allocated to designated regional funds within Lake Stevens and must be expended within five years; otherwise, developers may request a refund.

Due to the uncertain timing and number of developments, these funds are not included in projected revenue. However, the City's interest is to strategically leverage these funds for TBP projects whenever possible.

5.5 Transportation Impact Mitigation Fees

Lake Stevens Municipal Code Chapter 14.112 outlines the City's framework for assessing and collecting traffic impact fees from new development to ensure adequate street system capacity as the city grows. The chapter is grounded in state authority under the Growth Management Act and applies to all new developments unless specifically exempted. It establishes three Traffic Impact Zones (TIZs) and defines how developers must mitigate traffic impacts through impact fee payments, dedication of land, or direct construction of improvements. These fees are calculated based on PM peak-hour trip generation and proportional cost share of public street system improvements listed in the City's Capital Facilities Plan.

Impact fees are collected when building permit issuance and must be used for public street system capacity improvements—not operations or maintenance. The chapter also includes provisions for offsets when a developer has contributed infrastructure improvements, as well as procedures for fee refunds if construction does not commence or fees are not spent within 10 years. All revenue must be tracked in separate accounts, and regular reporting is required to ensure compliance.

Strategically, these funds should be assigned to projects in their respective zones to ensure the funds are used within 10 years of being received by the city.

5.6 Real-Estate Excise Tax

The Real Estate Excise Tax (REET) is a tax on the sale of real property in Washington State. Cities and counties may impose REET 1 and REET 2, each a 0.25% tax on property sales, without voter approval. REET funds can be used for a variety of purposes and should be used sparingly for TBP projects.

5.6.1 Real-Estate Excise Tax 1

Revenue from REET 1 must be used for public capital projects listed in a jurisdiction's Capital Facilities Plan and varies slightly depending on whether a jurisdiction fully plans under the Growth Management Act (GMA).

Following RCW 82.46.010(6)(b), REET 1 funds may be used to fund capital projects listed in the Capital Facilities Plan. The legislation defines capital facilities as:

"[T]hose public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative facilities; judicial facilities, river flood control projects...and technology infrastructure that is integral to the capital project. In addition, a portion of the REET 1 proceeds may be used for the maintenance of capital facilities...with additional reporting requirements."

5.6.2 Real-Estate Excise Tax 2

Following RCW 82.46.035(5), REET 2 funds are more restrictive (excludes park acquisition and law enforcement, fire protection, libraries, administration and courts) and may be used to fund capital projects listed in the Capital Facilities Plan. The legislation defines capital facilities as:

- (a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;
- (b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and
- (c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

6. External Funding Strategies

TBP funds will be used to leverage external funding sources, including grants and direct appropriations, to maximize project impact and extend available resources. Most grant programs require significant lead time between application, award notification, and formal authorization to use the funds. Additionally, these opportunities follow fixed application cycles that may influence project delivery schedules.

6.1 State Transportation Grant Funding

State transportation grants generally follow a consistent schedule, with applications opening in even-numbered years—typically between January and April—and due by the end of June. Awards are usually announced by the end of the same year, with funding contracts finalized early in the

following year. If award notices are received early enough, projects can be integrated into the City's annual budget planning.

To maximize success, the City reviews grant opportunities and prioritizes TBP projects scheduled for design or construction within two years. This approach balances funding potential with staff capacity to ensure timely delivery. Key state grant programs applicable to TBP projects include:

- *Pedestrian/Bicyclist Program* (WSDOT)
- *Safe Routes to School* (WSDOT)
- *Urban Active Transportation Program* (Transportation Improvement Board)
- *Complete Streets* (Transportation Improvement Board)
- *Small City Arterial Program* (Transportation Improvement Board)
- *State Appropriations* (WA Dept. of Commerce)

6.1.1 Current Funding Update

The City has actively pursued state grant funds to maximize the impact of the TBP funding and deliver these priority projects. The City has been successful in securing the following grants for these TBP sidewalk and non-motorized projects:

- TBP-2 and TBP-3: 91st Avenue SE, 8th St to 4th St and 4th St to Market Pl
 - \$450,000 Complete Streets grant from Transportation Improvement Board (TIB)
- TBP-5: 91st Avenue SE, 20th St SE to 12th St
 - \$800,000 Safe Routes to School grant from WSDOT, awaiting award notification

Although some other grant applications have been unsuccessful, they provide valuable insights into agency priorities. Those insights help to create projects that better address pedestrian safety and mobility and discourage high vehicle speeds. The City has recently submitted several grant applications for WSDOT's Pedestrian Bicyclist Program and Safe Routes to School Program and will continue to pursue these funds.

6.2 Federal Transportation Grant Funding

6.2.1 Federal Transportation Grant Funding for Complete Street Roadway Projects

Complete Street roadway projects under the TBP are generally well-suited for federal funding, whether through Puget Sound Regional Council, WSDOT-administered federal programs, or legislative earmarks. However, federal grants typically involve longer lead times than state grants, often delaying project delivery beyond the TBP's 10-year funding window.

Federal funding also increases project costs due to added requirements—such as detailed project management, National Environmental Policy Act (NEPA) environmental reviews, federal compliance regulations, and administrative fees—along with cost escalations from delayed timelines. These factors must be accounted for in project estimates when pursuing federal funds.

6.2.2 Federal Transportation Grant Funding for Sidewalk and Bicycle Projects

Federal funding is generally not suitable for the TBP sidewalk and bike lane projects due to high costs and extended timelines. Compliance with federal regulations can add 25–40% in overhead costs and significantly delay schedules—often by over a year—due to agency reviews, environmental requirements, and documentation.

These delays are especially problematic for projects requiring numerous right-of-way (ROW) and temporary construction agreements, which must meet both City and WSDOT standards and undergo individual review and approval. As a result, federal funding will be used sparingly for these projects, though staff will monitor for select opportunities where it may still provide value.

7. Public Outreach and Notifications

7.1 Program-level Public Outreach

In addition to project-specific outreach, the City will maintain a program-level public engagement effort throughout the duration of the TBP. This includes an updated TBP website, individual project pages, annual progress reports to City Council, and regular social media updates—all aimed at keeping residents informed about how the voter-approved funds are being used and when projects are scheduled.

An updated program website will focus on project status and delivery timelines, while a dedicated page on right-of-way (ROW) acquisition will help the public better understand the process. Although large public events are not currently planned, significant or high-impact projects may include public meetings or forums as needed.

7.2 Outreach to Utility and Other Public Service Providers

Several utility companies and public agencies provide essential services within or adjacent to City right-of-way (ROW) in Lake Stevens, including:

- **Snohomish PUD** – electricity, street lighting, and water
- **Lake Stevens Sewer District** – sanitary sewer
- **Puget Sound Energy** – natural gas
- **Waste Management** – solid waste removal
- **Community Transit** – public transit services
- **Ziply, Comcast, and others** – broadband and communications
- **U.S. Postal Service** – mail delivery
- **Washington State Department of Transportation (WSDOT)** – traffic utilities on state highways

TBP projects may require temporary or permanent modifications to these services, such as utility relocations, mailbox adjustments, or temporary closures of transit stops. Effective coordination is essential to keep projects on schedule and minimize service disruptions.

The City has ongoing communications with these service and utility providers. This coordination will continue throughout the program, with the project design team engaging relevant service providers at the start of each project to plan and resolve any potential conflicts or required adjustments. This early collaboration also allows agencies to align their own infrastructure plans with upcoming TBP work.

7.3 Project-specific Public Outreach

Project-specific public outreach will be tailored to the size and impact of each TBP project. While some projects may have minimal public disruption, others—like Complete Street improvements—may significantly affect traffic flow and nearby properties.

Outreach typically begins with a mailed design notice to nearby residents, businesses, schools, and service providers. This includes project details, schedules, and City contacts. A dedicated project website will also be created and updated throughout the project.



Ahead of construction, a second notice will be mailed to the same stakeholders and any additional impacted parties, summarizing expected disruptions like lane closures or service changes. Direct outreach with affected property owners will be conducted during the design phase for projects involving right-of-way acquisition or temporary access agreements.

Outreach will be more frequent during construction. It may include signage with QR codes, social media updates, door hangers, and website updates to inform the public of ongoing impacts and progress.

8. Conclusion

The Transportation Benefit Program (TBP) reflects the City of Lake Stevens' commitment to investing in safer, more accessible, and connected infrastructure. Guided by community input and supported by voter-approved funding, the TBP provides a strategic framework to prioritize and deliver multimodal transportation improvements citywide. Through local sales tax revenue, targeted use of external funding, and ongoing public engagement, the City is well-positioned to meet the community's current and future mobility needs.

As the TBP progresses, Lake Stevens will continue coordinating across departments, agencies, and stakeholders to ensure timely project delivery and maximize the value of every public dollar spent. By leveraging thoughtful planning, transparent communication, and responsive implementation, the City will enhance its transportation network and quality of life for residents and visitors alike over the program's life.

Appendix A – TBP Project Scoring Tables

Evaluation Criteria for TBP Projects

Sidewalks - Scoring Criteria								
Priority	Zoning	Roadway Type	Pedestrian/Bicycle Accidents	Facility within 1/4 Mile	Cost	Opportunity	Grant Eligibility	Dedicated Funding
High = 3	Commercial, incl. School	Minor Arterial	More than one Ped/Bicycle Accident	Adjacent to a medical office	<\$150,000	Public & Political Support is Strong	Eligible for more than two grants	Full Funding
		Collisions involving pedestrians		Adjacent to services for the disabled				
		Streets with highway interchange		Adjacent to a library				
				Adjacent to a senior center or senior housing				
				Adjacent to a school				
				Adjacent to a high use transit stop				
Medium = 2	Mixed Use	Major Collector	One Ped/Bicycle Accident	Adjacent to a public office	\$150,001 to \$500,000	Public or Political Support Strong	Eligible for one grant	>50% Funded
		Minor Collector		Adjacent to a park				
Low = 1	Single Family Industrial	Neighborhood	No Record	Connects or completes street(s)	>\$500,000	Support Not Known/Not Supportive	Eligibility Unknown	<50% Funded

Prioritization Scoring for TBP Projects

Identifier	Project Street	Average Score	Zoning	Function Class	Accident Data	Existing Nearby	Cost	Opportunity	Grant Eligible	Dedicated Funding
TBP-1	16th St NE	2.25	2	2	2	3	1	3	3	2
TBP-2	91 st Ave SE	2.25	3	2	2	3	1	3	3	1
TBP-3	91 st Ave SE	2.25	3	2	2	3	1	3	3	1
TBP-4	117 th Ave NE	2.13	1	2	3	3	1	2	2	3
TBP-5	91 st Ave SE	2.13	3	2	2	3	1	3	2	1
TBP-6	North Lakeshore Dr	2.13	3	2	2	2	3	2	2	1
TBP-7	Soper Hill Road	2.13	3	3	1	3	1	3	2	1
TBP-8	113 th Ave NE	2	3	1	1	3	3	2	2	1
TBP-9	20 th St NE	2	3	3	1	3	3	1	1	1
TBP-10	Grade Rd	2	3	2	1	3	2	3	1	1
TBP-11	Hartford Dr	2	3	2	1	3	2	3	1	1
TBP-12	123 rd Ave NE	1.88	3	1	1	3	2	2	2	1
TBP-13	83 rd Ave NE	1.88	3	2	1	3	2	2	1	1
TBP-14	99 th Ave NE	1.88	2	2	1	3	3	2	1	1
TBP-15	North Lakeshore Dr	1.88	3	2	1	2	1	3	2	1
TBP-16	99 th Ave NE	1.75	1	2	1	3	1	3	2	1
TBP-17	99 th Ave SE	1.75	3	2	1	3	1	2	1	1
TBP-18	Machias Cutoff	1.75	1	3	2	1	1	3	2	1
TBP-19	20 th St SE	1.63	1	3	2	2	1	2	1	1
TBP-20	4 th St NE	1.63	2	1	1	3	2	2	1	1

Appendix B – TBP Project Funding and Expenditures through 2032

Source	Year										
	2024	2025	2026	2027	2028	2029	2030	2031	2032		
Beginning Fund Balance	\$ 1,191,207	\$ 1,504,000	\$ 2,683,859	\$ 1,785,305	\$ 617,837	\$ (855,439)	\$ (2,283,692)	\$ (2,596,997)	\$ (3,851,608)		
TBP Sales Tax Revenue	\$ 407,000	\$ 1,504,000	\$ 1,549,120	\$ 1,595,594	\$ 1,643,461	\$ 1,692,765	\$ 1,743,548	\$ 1,795,855	\$ 1,849,730		
Stormwater Contribution (15%)	\$ 230,154	\$ 110,142	\$ 584,302	\$ 678,918	\$ 785,021	\$ 786,305	\$ 715,915	\$ 765,140	\$ 417,329		
Other Local Funds	\$ 1,260,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Reasonably Expected Grants	\$ 450,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -		
Anticipated Grant Revenue (35%)	\$ -	\$ -	\$ 1,363,372	\$ 1,584,143	\$ 1,831,716	\$ 1,834,713	\$ -	\$ 1,785,326	\$ 973,767		
Total Revenue	\$ 3,538,361	\$ 3,918,143	\$ 6,180,654	\$ 5,643,960	\$ 4,878,036	\$ 3,458,344	\$ 2,675,772	\$ 1,749,323	\$ (610,782)		
Pavement Preservation	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000		
TBP Capital Projects	\$ 1,534,361	\$ 734,283	\$ 3,895,349	\$ 4,526,122	\$ 5,233,475	\$ 5,242,036	\$ 4,772,769	\$ 5,100,930	\$ 2,782,191		
Total Expenditures	\$ 2,034,361	\$ 1,234,283	\$ 4,395,349	\$ 5,026,122	\$ 5,733,475	\$ 5,742,036	\$ 5,272,769	\$ 5,600,930	\$ 3,282,191		
Ending Fund Balance	\$ 1,504,000	\$ 2,683,859	\$ 1,785,305	\$ 617,837	\$ (855,439)	\$ (2,283,692)	\$ (2,596,997)	\$ (3,851,608)	\$ (3,892,973)		

Project	Street	Start and End	2024	2025	2026	2027	2028	2029	2030	2031	2032
TBP-1	16th St NE	(Main to Machias)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 845,475	\$ 3,245,036	\$ -	\$ -
TBP-2	91st Ave SE	(4th to Market)	\$ 773,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-3	91st Ave SE	(8th to 4th St SE)	\$ 760,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-4	117th Ave NE	(20th to 26th St NE)	\$ -	\$ 181,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-5	91st Ave SE	(20th to 12th St SE)	\$ -	\$ 306,000	\$ 2,758,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-6	North Lakeshore Dr	(Main Street to 123rd Ave NE)	\$ -	\$ -	\$ -	\$ -	\$ 52,267	\$ 164,383	\$ -	\$ -	\$ -
TBP-7	Soper Hill	(Lake Drive to SR9)	\$ -	\$ 213,459	\$ 728,186	\$ 3,017,149	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-8	113th Ave NE	(32nd to 36th NE)	\$ -	\$ -	\$ 216,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-9	20th St NE	(Main Street to 131st Ave SE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,935	\$ 291,765	\$ -	\$ -
TBP-10	Grade Road	(Hartford to Library)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-11	Hartford Drive	(20th to 21st St NE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-12	123rd Ave NE	(22nd to N. Lakeshore Dr)	\$ -	\$ -	\$ -	\$ -	\$ 121,809	\$ 536,786	\$ -	\$ -	\$ -
TBP-13	83rd Ave SE	(20th to 17th St SE)	\$ -	\$ -	\$ 192,587	\$ 459,792	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-14	99th Ave NE	(1st St NE to Chapel Hill)	\$ -	\$ 33,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBP-15	North Lakeshore Drive	(123rd to Swim Beach)	\$ -	\$ -	\$ -	\$ -	\$ 489,502	\$ 1,918,099	\$ -	\$ -	\$ -
TBP-16	99th Ave NE	(Sunnycrest Elem to 30th St NE)	\$ -	\$ -	\$ -	\$ -	\$ 492,471	\$ 1,734,358	\$ -	\$ -	\$ -
TBP-17	99th Ave SE	(20th to 8th St SE)	\$ -	\$ -	\$ -	\$ 834,518	\$ 3,263,081	\$ -	\$ -	\$ -	\$ -
TBP-18	Machias Cutoff	S. Lake Stevens Rd to 123rd Ave SE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,235,968	\$ 4,336,210	\$ -
TBP-19	20th St SE	S. Lake Stevens Rd to 113th Dr SE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 764,721	\$ 2,782,191
TBP-20	4th St NE	(94th to 98th Drive NE)	\$ -	\$ -	\$ -	\$ 214,663	\$ 814,346	\$ -	\$ -	\$ -	\$ -