

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.

May 20, 2025 - 6:00 PM

Special City Council Meeting

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

or Join Zoom Meeting: [Zoom Link](#) Passcode: 650291

or call in at (253) 215-8782 Meeting ID: 85440487828, Passcode: 650291

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. New Employee: Franko Lazo, Parks Maintenance Worker Sarah Garceau
 - B. New Employee: Vernica Dees, Revenue Development Specialist Sarah Garceau
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
10. **Consent Agenda**
 - A. Region 1 SWAT Addendum to Add Marysville PD Jeffrey Beazizo
 - B. Ordinance 1199 - Amending Lake Stevens Municipal Code Chapters 7.04 and 7.12 and 7.16 Jeffrey Beazizo
11. **Action Items**
 - A. Memorandum of Understanding for FTO Specialty Pay (Tentative) Anya Warrington, Jeffrey Beazizo
 - B. Cavalero Park Acquisition Sarah Garceau

12. Discussion Items

- | | | |
|----|---|--------------------------------|
| A. | 2025 Budget Amendment No. 1 | Barb Stevens |
| B. | Traffic Safety Camera Ordinance - Next Steps | Aaron Halverson |
| C. | 2025 Engineering Design and Development Standards (EDDS) Update | Whitney Ojalehto, Kim Klinkers |

13. Executive Session - Confidential Session of the Council per RCW 42.30.110

- A. Collective Bargaining. Action is expected to follow.

14. Adjourn

THE PUBLIC IS INVITED TO ATTEND

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

CITY COUNCIL STAFF REPORT



Agenda Date: 5/20/2025

Subject: Region 1 SWAT Addendum to Add Marysville PD

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: None

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to approve and sign the Region 1 SWAT Addendum

SUMMARY/BACKGROUND:

The Snohomish County Sheriff's Office, Everett Police Department and Lake Stevens Police Department recognize that incidents of a serious criminal nature do occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demands on each party's resources. The parties believe these resources are economically served by combining resources to form a cooperative Special Weapons and Tactics Team, Region 1 SWAT.

The City of Marysville is hereby added as a party to the Agreement, effective as of the date of this Addendum. All references in the Agreement to the term "City" shall henceforth be deemed to include the City of Marysville. All terms and conditions of the Agreement applicable to the City shall now also apply to the City of Marysville.

The City of Everett and Snohomish County Sheriff's office is asking all participating agencies to sign the agreement and addendum to acknowledge the City of Marysville's participation.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Contract - Executed by City

SECOND ADDENDUM TO INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (REGION 1 SWAT) COOPERATION

THIS SECOND ADDENDUM TO INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (REGION 1 SWAT) COOPERATION (this "Addendum") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), by and among SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), the CITY OF EVERETT, a Washington municipal corporation (the "City"), the CITY OF LAKE STEVENS, a Washington municipal corporation, and the CITY OF MARYSVILLE, a Washington municipal corporation.

RECITALS

- A. The parties are public agencies as defined by chapter 39.34 RCW and chapter 10.93 RCW, and are authorized to entered into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and
- B. The parties recognize that incidents of a serious criminal nature do occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demand on each party's resources. The parties believe these resources are economically served by combining resources to form a cooperative Special Weapons and Tactics Team (hereinafter "Region 1 SWAT").
- C. The goal of this Agreement is to establish and maintain a multi-jurisdictional Cooperative SWAT Team to effectively respond to high risk criminal occurrences as described below.
- D. The SWAT Team shall be specially trained and equipped to provide a cooperative and joint effort between the municipal entities to respond to and resolve criminal activity of a high risk nature.
- E. The parties now desire to create a collaborative SWAT Team that will facilitate increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge and equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in, this Agreement.

AGREEMENT

In consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ADDITION OF PARTY TO THE AGREEMENT

The City of Marysville is hereby added as a party to the Agreement, effective as of the date of this Addendum. All references in the Agreement to the term "City" shall henceforth be deemed to include the City of Marysville. All terms and conditions of the Agreement applicable to the City shall now also apply to the City of Marysville.

2. RATIFICATION

Except as expressly modified by this Addendum, the Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

3. EXECUTION IN COUNTERPARTS

This Addendum may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

CITY OF LAKE STEVENS:

The City of Lake Stevens, a
Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

THE COUNTY:

Snohomish County, a political subdivision of
the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

(name and title)

CITY OF EVERETT

The City of Everett, a Washington
municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

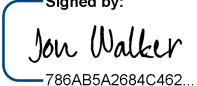
CITY OF MARYSVILLE

The City of Marysville, a Washington municipal
corporation

By _____
Name: Jon Nemling
Title: Mayor

Approved as to Form:

City Attorney

Signed by:

786AB5A2684C462...

City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 5/20/2025

Subject: Ordinance 1199 - Amending Lake Stevens Municipal Code Chapters 7.04 and 7.12 and 7.16

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Ordinance 1199 - Amending Lake Stevens Municipal Code Chapters 7.04 and 7.12 and 7.16

SUMMARY/BACKGROUND:

At the May 6, 2025 City Council meeting, updates to LSMC Chapter 7 and Fees Resolution 2025-003 were approved on the consent agenda. It was determined after the meeting, that an Ordinance was inadvertently left out of the packet. An ordinance needs to be included when approving LSMC code changes. Therefore, attached in the packet is Ordinance 1199 that officially approves the code changes related to parking. Fee Resolution 2025-003 still stands and sets the fees for parking tickets. Lastly, please note that Section 7.12.090(f) was not included in the prior code changes and is now included in Exhibit A of the Ordinance.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Exhibit A - Chapter 7 Municipal Code
2. Ordinance 1199

Chapter 7.04 DEFINITIONS

Sections:

7.04.010 Definitions

7.04.010 Definitions.

(a) Abandoned Vehicle. An “abandoned vehicle” is:

(1) Any vehicle which remains unmoved on a public roadway or publicly owned property ~~in excess of more than 72 consecutive hours~~ 7224 consecutive hours, or parked overnight in a designated park; or and (MC1) (JM2) (JB3) (SG4) (JB5) or

(2) Any vehicle which remains unmoved on a public roadway or publicly owned property more than 24 hours -having the appearance of an abandoned or inoperable vehicle, by having characteristics that include but are not limited to flat tire(s), broken windshield, extensive body damage, rusted, partially dismantled, wrecked, inoperative, expired tabs or accumulation of natural debris on or around the vehicle.

~~b) (b)~~ “Bicycle” means every device propelled solely by human power, or an electric-assisted bicycle as defined in RCW 46.04.169, upon which a person or persons may ride, having two tandem wheels either of which is sixteen inches or more in diameter, or three wheels, any one of which is twenty inches or more in diameter.

~~b) (b) “Bicycle” means every device propelled solely by human power upon which a person or persons may ride, having two tandem wheels either of which is 16 inches or more in diameter (MC1) (JB7), or three wheels, any one of which is more than 20 inches in diameter (RCW 46.04.071).~~

(c) ~~“City street” means every public highway, or part thereof located within the limits of cities and towns, except alleys.~~

(d) Collector Street. A collector street is a street which carries traffic from minor streets to the major system of arterial streets and highways. (RW8) (JB9) (RW10)

(ed) Intersection. An intersection is the area embraced within the prolongation or connection of the lateral curb lines, or, if none then the lateral boundary lines of the roadways of two or more highways

which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

(fe) Intersection Control Area. The intersection control area is the intersection area, together with such modification of the adjacent roadway area as results from the arc of curb corners and together with any marked or unmarked crosswalks adjacent to the intersection.

(fgd) Major Street. A major street is an arterial street or road which has ~~continuity~~continuity, and which serves as a collector and a distributor of traffic. Its major use is for fast through traffic.[\[CM11\]](#)

(hge) Minor Child. Any person under 18 years of age.

(ihf) Minor Street. A minor street is supplementary to a major street, such as a wide street, loop street or cul-de-sac.

~~(jig) Motorized Foot Scooter. A device with no more than two 10-inch or smaller diameter wheels that has handlebars, is designed to be stood or sat upon by the operator, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion.~~[\[RW12\]](#) "Motorized foot scooter" means a device with two or three wheels that has handlebars, a floorboard that can be stood upon while riding, and is powered by an internal combustion engine or electric motor that has a maximum speed of no greater than twenty miles per hour on level ground.

(kjh) Park, Parked, or Parking. "Park, parked or parking" means the standing, storing or leaving of a vehicle, whether occupied or not, other~~wise~~ than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

(lki) Pedestrian Way. A right-of-way dedicated to public use, 10 feet or more in width, which cuts across a block to facilitate pedestrian access to adjacent street and properties.[\[RW13\]](#) [\[JM14\]](#) [\[RW15\]](#)

(mlj) Registered Owner. The "owner" of a vehicle is the current registered owner. The owner is presumed liable for any violations and expenses unless:

- (1) There is a report of sale on the vehicle;
- (2) The vehicle is reported stolen or taken without permission; or
- (3) The current actual owner can be identified and located, and ownership verified.

(nmk) Road Closure. "Road closure" means any public street, roadway, bridge or area to be traveled by vehicles that is restricted as to all vehicles or any class of vehicles for any period of time.

(onl) Sidewalk. "Sidewalk" or "walkway" means that property between the curb lines or the lateral lines of a roadway and the adjacent property set aside, or identified as such, and intended for the use of pedestrians or a means of conveyance propelled by human power.

(pom) Street Road. A right-of-way, dedicated to public use, which provides vehicular and pedestrian access to adjacent properties.[\[RW16\]](#)

(qpn) Skate. Any wheeled, recreational object designed to propel the person using that object, which includes but is not limited to: skateboards, roller skates, in-line skates or scooters.

(rqr) User. Any person riding a "bicycle" or "skate."

(srp) Vehicle. The term "vehicle" as used shall mean all instrumentalities capable of movement by means of circular wheels, skids or runners of any kind, along roadways or paths or other ways of any kind, specifically including, but not limited to, all forms of automotive vehicles, buses, trucks, cars, motorcycles, motorized go-carts, motorized scooters, and vans, all forms of trailers or mobile homes of any size whether capable of supplying their own motive power or not, without regard to whether the primary purpose of which instrumentality is or is not the conveyance of persons or objects, and specifically including all such automobiles, buses, trucks, cars, vans, trailers, and mobile homes even though they may be at any time immobilized in any way and for any period of time of whatever duration.

(tsq) Wheeled Recreational Device. Any wheeled recreational object designed to propel the person using that object, with an internal combustion or electric motor, whether it be stood or sat upon or ridden in, and that is not required to obtain and display a Washington State vehicle license (Chapter [46.16](#) RCW). For the purposes of this chapter, "wheeled recreational device" does not include motorcycles (RCW [46.04.330](#)), motor driven cycles (RCW [46.04.332](#)), mopeds (RCW [46.04.304](#)), electric assisted bicycles (RCW [46.04.169](#)), electric personal assistive mobility devices (RCW [46.04.1695](#)), bicycles (RCW [46.04.071](#)), or powered wheelchairs (RCW [46.04.415](#)).

(Ord. 997, Sec. 1, 2017; Ord. 698, Sec. 1, 2004; Ord. 688, Sec. 1, 2003; Ord. 623, Sec. 1, 2001; Ord. 65, Sec. 3, 1969)

Chapter 7.12 PARKING

7.12.010 Purpose.

The purpose of this chapter is to promote traffic safety and maintain streets free from hazardous and nuisance conditions by enforcing a uniform parking code. (Ord. 968, Sec. 2, 2016)

7.12.020 Authority.

A ~~Police~~Police Officer ~~Officer,~~or ~~Police Services Officer~~Community Service Officer ~~or authorized Fire District Employee (MC17) (RW18)~~ may enforce the provisions of this chapter. (Ord. 968, Sec. 2, 2016). For purpose of this chapter, "officer" means Police Officer or Community Service Officer.

7.12.030 Creating Parking Time Limits on Certain Streets.

The narrowness of and the volume of traffic on the streets in certain sections of the City have the effect of congesting the streets and impeding the movement of traffic. (Ord. 968, Sec. 2, 2016)

7.12.040 Limited and No Parking Zones.

The City Council may, by resolution, or Public Works Director or Parks and Recreation Director within City Parks, may, pending a resolution, establish limited and no parking zone~~s~~(SG19) s which shall be appropriately marked and maintained and shall be subject to the restrictions and provisions of this title relating to such zones. (Ord. 968, Sec. 2, 2016)

7.12.050 Parking Infractions.

Parking infractions shall be left or affixed in a conspicuous place on the vehicle and shall state:

- (a) The time and date issued;
- (b) The location of the violation;
- (c) A description and/or identifying number of the vehicle;
- (d) A description of the violation;
- (e) The issuing officer's name and badge or personnel number;
- ~~(f) A statement about the payment process, how to contest the infraction, and the compliance date;~~
- ~~and~~
- ~~(g) The mailing and physical address of the Lake Stevens City Hall. (Ord. 968, Sec. 2, 2016)~~

~~7.12.060~~ ~~12.060~~ ~~12.060~~ Payment of Infractions:

~~(a) Parking infractions shall be paid at the Lake Stevens City Hall in person, in the drop slot or by mail within 15 days of issuance.~~

~~(b) The fine for all parking infractions paid on the City's next full business day after the citation is given shall be reduced by one-half the fine amount.~~

~~(c) For payments made by mail, a postmark shall serve as the date the payment is made. (Ord. 968, Sec. 2, 2016)~~

~~7.12.070~~ Contested Infractions:

~~(a) A parking infraction may be contested by notifying the Lake Stevens City Hall within 15 days of issuance and requesting a hearing.~~

~~(b) Requests must be made in writing and signed by the owner of the vehicle.~~

~~(c) The City of Lake Stevens will forward a notice of infraction to the Municipal Court for a hearing. (Ord. 968, Sec. 2, 2016)~~

~~7.12.080~~ Failure to Pay:

~~(a) The fine for parking infractions that are neither contested nor paid within 15 days of issuance shall be doubled.~~

~~(b) Failure to remit the fine within 15 days of receiving a reminder notice from the Municipal Court that the fine is due will result in the inability to renew the vehicle registration without remitting the fine.~~

~~(c) The Municipal Court shall submit all unpaid parking infractions to collections 30 days after the date of citation.~~

~~(d) For all infractions that are neither contested nor paid within 15 days of issuance, the Municipal Court shall send the vehicle owner a reminder notice stating that payment has not been made and describing the consequences of nonpayment set forth in subsections (a) through (c) of this section. (Ord. 968, Sec. 2, 2016)~~

7.12.090 Prohibited Parking.

~~(a) Except when necessary to avoid conflict with other traffic, or while momentarily picking up or discharging passengers, or in compliance with the directions of a police officer or official~~

control device, it shall be unlawful to:

~~(1) Stop, stand, or park a vehicle:~~

~~(i) On the roadway side of any vehicle stopped or parked at the edge or curb of any street; or~~

~~(ii) On a sidewalk or street planting strip; or~~

~~(iii) Within an intersection or an intersection control area; or~~

~~(iv) On or within 20 feet of a crosswalk; or~~

~~(v) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic or the view of the traffic by other drivers; or~~

~~(vi) Upon any bridge or other elevated structure upon a roadway; or~~

~~(vii) On or within 50 feet of any railroad trackstr; crossing; or~~

~~(viii) In a posted fire lane, whether on public or private property; or~~

~~(ix) InOn or within a designated pedestrian walkway; or~~

~~(x) At any place where official signs prohibit stopping, standing, or parking; or~~

~~(xi) In the travel portion of any roadway; or~~

~~(xii) In any location that obstructs the normal movement of traffic; or.~~

~~(xiii) within the confines of a public cul-de-sac; or~~

~~(xiv) in front of a public or private driveway or within five feet of the end of the curb radius leading thereof; or, JB24 JB25.~~

~~(xv) Within 15 feet of a fire hydrant; or, JB26.~~

~~(xvi) within 30 feet approaching any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway; or~~

~~(xvii) within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance when properly sign~~

~~posted; or~~

~~(xviii) directly adjacent to or within six feet of a clearly visible residential mailbox on any day scheduled for mail delivery by the United States Postal Service; or~~

~~(xix) within 20 feet of [\(CS27\)](#) [\(SG28\)](#) [\(SG29\)](#)~~

~~(xx) At any place where official signs prohibit parking.~~

~~(2) Stand or park a vehicle, whether occupied or not, except to momentarily pick-up or discharge a passenger or passengers:~~

~~(i) In front of a public or private driveway or within five feet of the end of the curb radius leading thereof; [\(JB30\)](#) [\(JB31\)](#)~~

~~(ii) Within 15 feet of a fire hydrant; [\(JB32\)](#)~~

~~(iii) Within 20 feet of a crosswalk;~~

~~(iv) Within 30 feet approaching any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;~~

~~(v) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance when properly sign posted; or~~

~~(vi) At any place where official signs prohibit standing.~~

~~(3) Park a vehicle, whether occupied or not, except temporarily to load or unload property or passengers:~~

~~(i) Within 50 feet of the nearest rail of a railroad crossing; or~~

~~(ii) At any place where official signs prohibit parking.~~

~~-~~

~~(a) -The provisions of RCW 46.61.570 regulating the stopping, standing and parking of vehicles as currently enacted and as amended from time to time are incorporated by this reference as if specifically set forth herein.~~

(b) ~~It is allowed for residential property owners within the City jurisdiction to park, or allow another to park, across the point of ingress or egress of the driveway entering on to the residential property, provided that the driveway is no longer than 50 feet and that such parking does not obstruct a sidewalk, another driveway, or the roadway.~~

(c) It shall be unlawful to park in ~~an~~ a public area beyond the posted time limit or at a time the area is posted as being closed to parking: ~~[B33]~~, including parking overnight in a designated park. ~~[SG34]~~

(d) I

~~(e) for city-owned property. It shall be unlawful to park in designated public areas on public property, including boat launches and parks, or right-of-way without paying the posted parking fee or displaying a valid City approved, valid parking pass. [JM35]~~

~~(d)~~ It shall be unlawful to reserve or attempt to reserve any portion of the roadway for purpose of stopping, standing or parking to the exclusion of others, without specific permission through an approved permit from of the City of Lake Stevens.

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~~(e) Unless otherwise posted or regulated, vehicles stopped or parked on a roadway shall be:~~

~~(1) Parked with the wheels parallel to and within 12 inches of the curb, or as close as practical to edge of roadway, and so as not to obstruct traffic; and~~

~~(2) Parked in the direction of authorized traffic movement.~~

(f) It is unlawful to park directly adjacent to and within ~~six~~ twelve feet of a clearly visible residential mailbox ~~between the hours of 8:00 a.m. and 5:00 p.m. [B36], on any day scheduled for regular mail delivery by the United States Postal Service or private mail or parcel carriers., excluding Sundays [MC37] [MC38] [RW39] [CS40] and state and federal holidays when there is no regular mail delivery service.~~ (Ord. 1050, Sec. 1, 2019; Ord. 968, Sec. 2, 2016; Ord. 836, Sec. 1, 2010)

7.12.100 Reserved Disabled Parking. Make reference to RCW 46.61.581 or 46.61.582

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~~(a) A parking space or stall for a disabled person shall be indicated by a vertical sign, at least 60 between 36 and 84 inches off the ground [SG41], with the international symbol of access, whose colors are white on a blue background as described under RCW 70.92.120 and the notice "State disabled~~

~~parking permit required."~~^[RW42] ^[CM43] The provisions of RCW 46.61.581 and 46.61.582 regulating disabled parking spaces as currently enacted and as amended from time to time are incorporated by this reference as if specifically set forth herein.

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~~(b) The person, partnership, firm or corporation owning or controlling the property where required parking spaces are located shall ensure the parking spaces are properly marked, not blocked or made inaccessible.~~

~~(c) It is unlawful to park in a space or area reserved and properly marked for disabled parking without state-recognized identifiers on or in the vehicle.~~

(d) -Violation of this provision shall result in the issuance of a notice of infraction and/or the vehicle may be towed by the property owner. (Ord. 968, Sec. 2, 2016)

7.12.110 Impounding Vehicles.

The City may tow any vehicle that violates this chapter in a manner that obstructs the travel portion of any roadway, sidewalk, or walkway. Vehicle impounds are authorized and enforced through Chapter 7.40, Vehicle Impoundment. (Ord. 968, Sec. 2, 2016)

7.12.120 Penalties - Parking Regulation.

Unless otherwise stated in this chapter, violations of parking regulations shall result in a parking infraction. Fines for violations shall be set by resolution adopted by the City Council. (Ord. 968, Sec. 2, 2016) ~~(NEED TO UPDATE PENALTY FOR PARKING TO \$100)~~

7.12.130 Violation and Penalty.

Repealed by Ord. 968. (Ord. 623, Sec. 2, 2001)

Chapter 7.16 ABANDONED VEHICLES

7.16.010 Unlawful to Park ~~Vehicles/Store, Leaving in~~ of any Licensed or Unlicensed Motor VehicleAbandoned Condition.

It shall be unlawful to park any motor vehicle for a period of time ~~in excess of~~ more than ~~seventy two~~ ~~(72)~~ twenty four (24) hours, ^[MC44] which is in abandoned condition, upon any public ~~property or public right of way~~, ~~or private property within the City, unless the same is completely enclosed within a~~

~~building or unless it is in connection with a business enterprise properly operated in the appropriate business zone, pursuant to the zoning laws of said City~~the City.

7.16.020 Parking on Street or Publicly Owned Property.

It is unlawful to park a vehicle unmoved on public property or right-of-way more than
[JM45] twenty-four (72) hours.

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~~7.16.020 Nuisance.~~[RW46] [JD47]

~~Any abandoned vehicle parked, in violation of the provisions of Section 7.16.020, shall constitute rubbish and unsightly debris and a nuisance detrimental to the health, safety and welfare of the inhabitants of the City, and it shall be the duty of the registered or other owner of such vehicle, and/or the duty of the owner of the private property or of the lessee or other person in possession of the private property upon which such vehicle is located, either to remove the same from the City, or to have the same housed in a building where it will not be visible from the street or other private property.~~

7.16.030 Written Notice of Removal.

An Officer shall post a ~~Notice of Violation~~24-hour Removal Notice on any vehicle believed to be in violation of this Chapter. The notice shall contain:

- A. The location and description of the vehicle;
- B. Time and date notice is posted;
- C. Officers name and/or identifying number;
- D. Description or code number of the violation;
- E. Instructions for compliance and time limit by which to respond or comply; and
- F. Phone numbers for contact.

7.16.040 Impounding Vehicles.

The City may tow a vehicle that is in violation of ~~7.16.050~~Section 7.16.010 or 7.16.020 twenty-four (24) hours after posting a ~~Notice of Violation~~24-hour Removal Notice on the vehicle, unless the vehicle owner or person having control of the vehicle contacts the Police Department and provides a reasonable explanation of why the vehicle cannot be moved and agrees to a timely date by which the vehicle will be removed.

~~7.16.050 Abandoned Vehicles.~~

~~It is unlawful to abandon a vehicle on public property or right-of-way.~~[\[JB48\]](#)

~~7.16.060 Parking on Street or Publicly Owned Property.~~

~~It is unlawful to park, store, or leave a vehicle unmoved on public property or right-of-way in excess of more than seventy-two (72) hours~~[\[JM49\]](#)~~, twenty-four (24) hours,~~[\[RW50\]](#)[\[JB51\]](#) ~~or to leave a vehicle overnight in a designated park.~~

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7.16.070 Moving Vehicles.

It is unlawful to periodically move a vehicle from one location on public property or right-of-way to another location on public property or right-of-way ~~in an effort to~~[to](#) avoid compliance with this Chapter.

It is not a violation of this Chapter to move a vehicle between public property or right-of-way ~~and to~~[and to](#) a location other than public property or right-of-way as permitted by law or ordinance.[\[JB52\]](#) [\[JB53\]](#) ~~(what language can we have to keep vehicle being tagged then moved a short distance away for another 72 hours)~~

~~7.16.080 Violation and Penalty.~~

~~Failure to comply with any provision of this chapter, or violation of any provision of this chapter is a civil infraction for first and second offenses occurring within a 365-day period. Third or subsequent offenses within a 365-day period shall either be 1) a misdemeanor subject to a jail term of not more than one year~~[ninety \(90\) days](#)~~,~~ [\[JB54\]](#) ~~a fine of not more than \$1,000.00, or both such fine and imprisonment or 2) subject to enforcement pursuant to Title 17~~[17](#) ~~of the Lake Stevens Municipal Code. (Ord. 623, Sec. 3, 2001; Ord. 604, Sec. 3, 1999; Ord. 42, 1966)~~

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

ORDINANCE NO. 1199

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON REPEALING CURRENT LAKE STEVENS MUNICIPAL CODE (LSMC) CHAPTER 7.04 “DEFINITIONS”, CHAPTER 7.12 “PARKING”, AND CHAPTER 7.16 “ABANDONED VEHICLE”; ENACTING NEW CHAPTER 7.04 “DEFINITIONS” AND NEW CHAPTER 7.12 “PARKING”, AND NEW CHAPTER 7.16 “ABANDONED VEHICLE”; PROVIDING FOR SEVERABILITY, SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY AND AN EFFECTIVE DATE.

WHEREAS, Lake Stevens Municipal Code Chapters 7.04 “Definitions”, 7.12 “Parking”, and 7.16 “Abandoned Vehicles” are out of date and in need of substantial revision; and

WHEREAS, city staff with the assistance of the city attorney have prepared redrafted chapters the provisions of which are in the public interest; now, therefore,

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

Section 1. Lake Stevens Municipal Code Chapters 7.04 “Definitions”, 7.12 “Parking”, and 7.16 “Abandoned Vehicles” are hereby repealed.

Section 2. New Chapters 7.04 “Definitions”, 7.12 “Parking”, and 7.16 “Abandoned Vehicles” as set forth in Exhibit A attached hereto and incorporated herein by this reference, are hereby adopted.

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

Section 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City’s official newspaper.

PASSED by the City Council of the City of Lake Stevens this ____ day of May, 2025.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

First and Final Reading: _____, 2025

Published: _____

Effective Date: _____

Ordinance 1199 Creating New LSMC Chapters 7.04 and 7.12 and 7.16

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 5/20/2025

Subject: Cavalero Park Acquisition

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact: \$121,357 = 0.5 FTE Maintenance Worker (~\$38,857), \$62,500 for Operating and Materials (annually), and \$20,000 in Equipment.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to coordinate with Snohomish County to transfer ownership of Cavalero Hill Community Park to the City of Lake Stevens. Consensus from council to allow recruiting for 1.0 FTE Parks Maintenance Worker (Budgeted FY2025, Q3).

SUMMARY/BACKGROUND:

Cavalero Park is owned and managed by Snohomish County, even though it is located inside city limits (annexed in 2009). The City of Lake Stevens has had conversations with Snohomish County about the potential of transferring Cavalero Park to the City over the past couple of years.

Cavalero is a 35-acre park, which has about a quarter of its land developed with an off-leash dog park, skate park, playground, basketball court and parking lot. It is made up of seven parcels and currently has 8.5 acres that could be developed. Two parcels were purchased with Conservation Futures funding, which limit the use to passive recreation. Additionally, one of the parcels has a restriction in place until 2029, due to the skate park project which received funding from the Department of Commerce. (See attached maps.)

In order for the City to acquire a new park, such as Cavalero, we would need to increase the level of service. This would be accomplished with increasing routine cleanings, adding trash cans, and minimizing the response time to remove graffiti and repair vandalism. Additionally, we would review the potential for further developing the

park and adding additional amenities and recreational opportunities.

At the Council Retreat on April 24th, the Parks Department presented a plan that would allow for successfully accomplishing the transfer of Cavalero. The Department would need an additional 0.5 FTE Maintenance Worker (~\$38,857), \$62,500 for Operating and Materials (annually), and \$20,000 in Equipment.

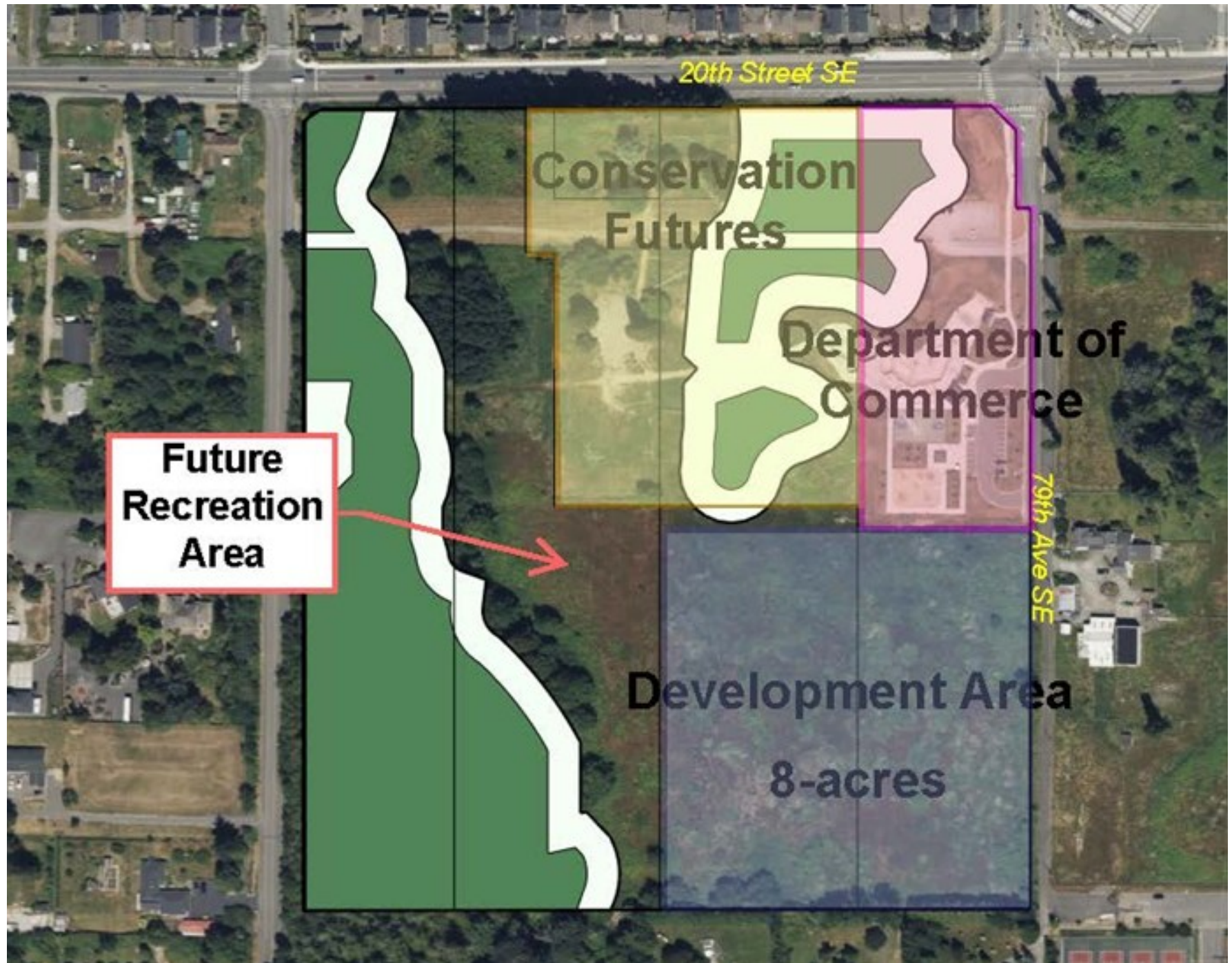
If the Council would like to proceed with acquisition, the Parks Department requests to immediately start recruitment for the 1.0 FTE Parks Maintenance Worker, which is funded in the 2025 Approved Budget (which was identified to start in Q3). The Department would request the additional 0.5 FTE as well as the equipment and operating funds in the next supplemental budget request. The City would work with the County to establish a transfer date of the park in two to three months' time to allow for the onboarding of the Parks Maintenance Worker.

The Parks and Recreation Planning Board reviewed the potential for future acquisition of Cavalero Park during the May 12, 2025, meeting. The discussion on timeframe was unknown at the time of the vote, whether it would be two months or two years in the future. The Parks Board formally voted to recommend that the City acquire Cavalero Park in the future.

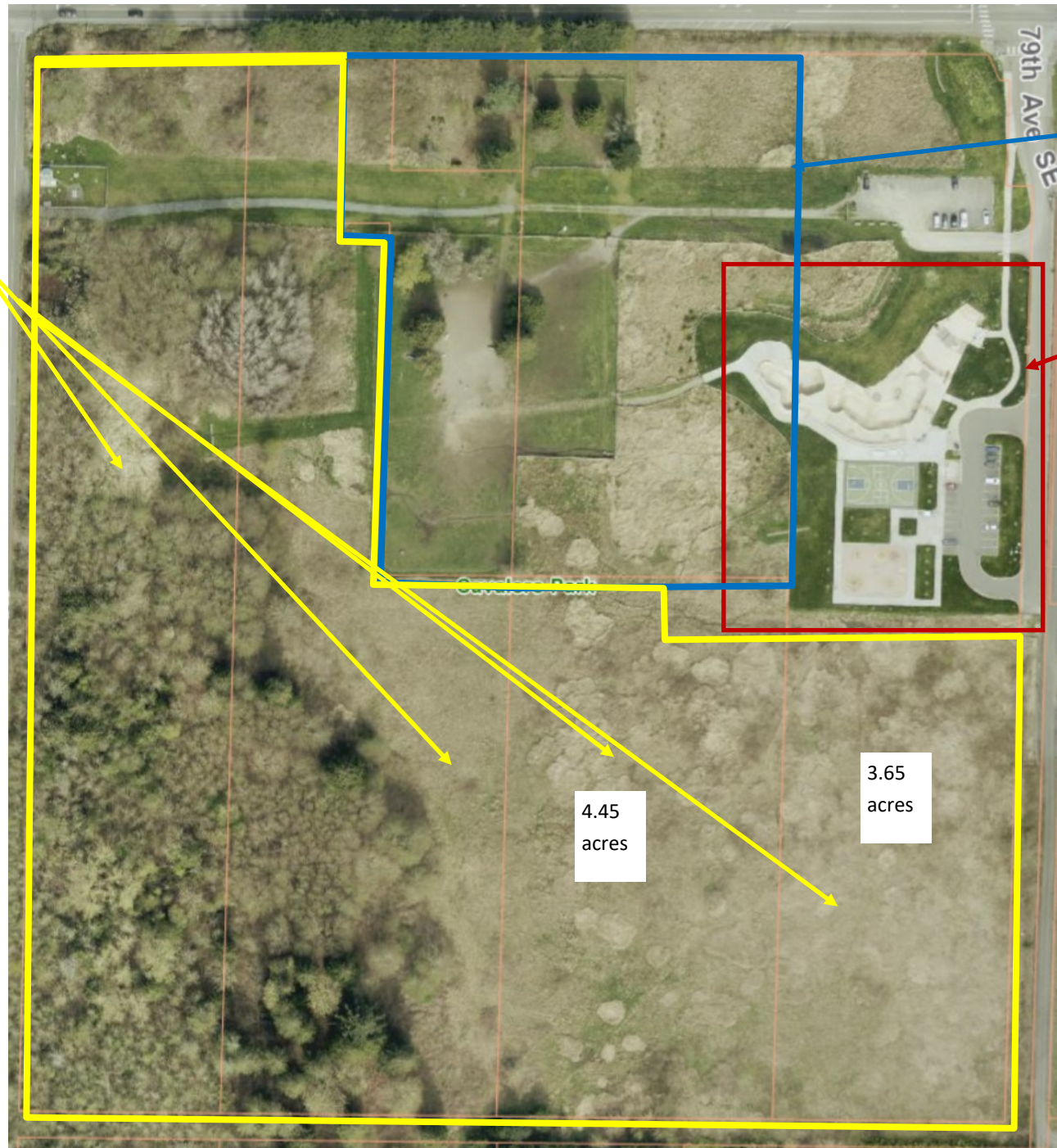
APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Cavalero Maps
2. Cavalero Hill Park Donation Agreement



REET and Neighborhood Improvement Fund - acres are approximate to show the usable area outside of the wetlands.



Conservation
Futures Grant
This will limit the development of these parcels to passive recreation
State Commerce Grant expires 2029



Department of Conservation and Natural Resources
Parks & Recreation Division

DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2025 (the “Effective Date”), by and between Snohomish County, a political subdivision of the State of Washington (“Donor”), and the City of Lake Stevens, a Washington municipal corporation (“Donee” or “City”).

1. Real Property. Donor is the owner of certain real property located in Snohomish County, Washington, consisting of approximately 50 acres of undeveloped land known as Lake Stevens Community Park and more particularly described on Exhibit A to this Agreement (the “Property”) and known as Snohomish County Tax Account No.(s) **29052600101100, 29052600101200, 29052600101300, 29052600101400, 29052600101500, 29052600101600 and 29052600104200.** Donor hereby agrees to donate, give, transfer and convey to the City, and the City agrees to accept from Donor, the Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

2. Consideration. The Donor agrees to donate the property to the City for use as a park. The City agrees to take title to the Property and assume all responsibilities and obligations associated therewith.

3. Title.

3.1 Conveyance. At closing, Donor shall convey the Property to the City by a duly executed and acknowledged statutory warranty deed in substantially the form attached to this Agreement as Exhibit B (the “Deed”), free and clear of all defects and encumbrances other than non-delinquent taxes and any exceptions to title approved by the City pursuant to Section 3.2 below. Monetary encumbrances not assumed by the City shall be removed by the Donor at or before closing.

3.2 Preliminary Commitment; Condition of Title. The Donor has received a preliminary commitment (the “Preliminary Commitment”) for title insurance for the Property from Stewart Title Company, Commitment No. 2354137 dated May 22, 2024. The City hereby approves the following Special Exceptions shown on the Preliminary

Commitment, which may remain on title at closing: **Schedule B Part II: Exceptions 1 through 26, inclusive.** All other Special Exceptions must be removed at or before closing.

3.3 Title Insurance. At closing, Donor shall cause the Title Company to issue to the City, at the City's expense, a standard coverage owner's ALTA policy of title insurance (the "Title Policy"), dated as of the closing date, insuring the City's fee simple title to the Property, subject only to the standard form of General Exclusions and Exceptions and the Special Exceptions approved by the City pursuant to Section 3.2 above.

4. Donee's Due Diligence. This Agreement is subject to the City's approval, in the City's sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by the City or the City's agents. The City shall have thirty (30) days from the Effective Date (the "Due Diligence Period") to give notice terminating this Agreement under this condition. Upon receipt of such notice, this Agreement shall terminate and be of no further force or effect. During the Due Diligence Period, the City and the City's agents may enter the Property at reasonable times to perform such studies and surveys as the City deems necessary, provided, however, that the City will not perform any excavation or coring on the Property without Donor's prior consent, which consent shall not be unreasonably withheld.

5. Donor's Representations and Warranties. Donor represents and warrants to the City as of the Effective Date, and again as of the date of closing, as follows:

- (a) To the best of Donor's knowledge, there is no action, suit, proceeding or investigation pending or threatened which could become a cloud on the title to the Property or any portion thereof.
- (b) To the best of Donor's knowledge, neither the whole nor any portion of the Property is subject to temporary requisition or use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is any such proceeding contemplated.

In the event any of the representations contained in this Section 5 become untrue prior to or as of the date of closing as a result of information received by Donor or occurrences subsequent to the date hereof, Donor shall promptly notify the City and, within ten (10) days after receiving such notice, the City may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement by giving written notice of same to Donor.

The representations and warranties contained in this Section 5 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

6. Donor's Covenants. Donor covenants to the City as follows:

- (a) Upon closing, the Property will not be subject to any leases, tenancies, claims, or rights of persons in actual or constructive possession.
- (b) Donor shall indemnify and hold the City harmless from all claims for commissions or fees by any broker.

The covenants contained in this Section 6 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

7. The City's Covenants. The City of Lake Stevens covenants as follows:

- (a) Use of the property is limited to public purposes, which shall include recreational access and comply with the restrictions of the funding sources used to purchase and/or improve the property.
- (b) The property will not be developed or sold for private use or purposes.

8. The City's Authority. The City's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Snohomish City Council and the execution of this Agreement by the Snohomish City Mayor or designee. The City represents and warrants to Donor that, at the date the City executes this Agreement and at the date of closing, the City, and any person signing on behalf of the City, has full power and authority to execute this Agreement and to perform the City's obligations hereunder.

9. The City's Contingency for Legislative Appropriation. As required by the City of Snohomish and other applicable law, all of the City's obligations under this Agreement after the calendar year in which this Agreement is executed by the City are contingent upon local legislative approval for this specific purpose, which will occur on or before _____ 2025. This condition is automatically waived if exercised.

10. Closing.

10.1 Closing. As used in this Agreement, "closing" or "date of closing" means the date on which all appropriate documents are recorded.

10.2 Escrow Agent. The transaction contemplated by this Agreement shall be closed through the escrow department of the Stewart Title Company (the "Escrow Agent") by Chillie Ambrose, LPO/Closer.

10.3 Closing Date. The date of closing will be determined by mutual agreement of the parties, but shall in no event occur later than _____, 2025 (the "Outside Closing Date"), unless an extension is mutually agreed to in writing by the parties.

10.4 Closing Documents and Funds. On or before the date of closing, the City and Donor shall each deposit with the Escrow Agent all instruments, documents, and monies necessary to complete the transaction contemplated by this Agreement.

10.5 Closing Costs; Prorations. Donee/City will pay the following closing costs: (i) the premium for the Title Policy; (ii) the cost of recording the Deed; and (iii) the Escrow Agent's escrow fee. Donor will pay the real estate excise taxes due on the sale, if any. Property taxes, if any, shall be prorated at closing. Water and other utilities shall be prorated as of closing. All other costs of closing, if any, shall be borne by Donor and City in a manner consistent with local practice for the county in which the Property is located.

10.6 Possession. Donor shall deliver possession of the Property to the City upon closing.

11. Default and Remedies. If Donor is unable to, or does not, perform Donor's covenants and obligations under this Agreement, if title is not insurable at closing as provided in Section 3.3, or if Donor's representations and warranties under Section 5 are not all true and accurate, Donor shall be in default of this Agreement. In the event of Donor's default, the City shall be entitled to terminate this Agreement by written notice to Donor and Escrow Agent.

12. Notices. All notices, waivers, elections, approvals, and demands required or permitted to be given under this Agreement must be in writing and personally delivered or sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Donor:

Property Officer
Snohomish County Department of Facilities and Fleet
3000 Rockefeller Avenue, M/S 404
Everett, WA 98201
Ph. 425.388.3400
Email. SFMPRO@co.snohomish.wa.us

If to Donee or City:
Sarah Garceau
City of Lake Stevens
2306 131st Avenue NE
Lake Stevens, WA 98258
Ph. 425.622.9450
Email. sgarceau@lakestevenswa.gov

If to Escrow Agent:
Chillie Ambrose
Stewart Title Company
2820 Oakes Avenue, Suite A
Everett, WA 98201
Ph. 425.317.7307
Email. Chillie.ambrose@stewart.com

13. General. This Agreement shall be governed by the law of the State of Washington. This is the entire agreement of the City and Donor with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by the City and Donor. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, the City and Donor and their heirs, personal representatives, successors, and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

14. Exhibits. The following documents are attached to this Agreement as Exhibits and are incorporated herein by this reference:

EXHIBIT A – Legal Description of Property
EXHIBIT B – Form of Statutory Warranty Deed

15. Time of the Essence; Computation. Time is of the essence of each and every provision of this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday.

16. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

DONOR:

Snohomish County, a political
subdivision of the State of Washington

By: _____

Carl Jorgensen

Its: Property Officer

Approved as to Form:

Deputy Prosecuting Attorney

DONEE:

City of Lake Stevens, a Washington
municipal corporation

By : _____

Name: _____

Title: _____

Approved as to Form:

City Attorney

EXHIBIT A

Legal Description of Property

PARCEL A: TAX ACCOUNT NO.: 29052600101300

The East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet;

AND EXCEPT the East 20 feet thereof.

PARCEL B: TAX ACCOUNT NO.: 29052600101100

West half of Southeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

PARCEL C: TAX ACCOUNT NO.: 29052600101600

The East half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the East 150 feet of the North half thereof; ALSO

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL D: TAX ACCOUNT NO.: 29052600101400

The West half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT that portion thereof condemned by the State of Washington by Decree of Appropriation entered under Snohomish County Superior Court Cause No. 102688.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

EXHIBIT B

Return Address:

Snohomish County
Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
ATTN: Carl Jorgensen

Document Title(s) (or transactions contained therein):

1. Statutory Warranty Deed

Reference Number(s) of Related Documents: N/A**Grantor(s)** (Last name first, then first name and initials):

Snohomish County, a political subdivision of the State of Washington

Grantee(s) (Last name first, then first name and initials):

The City of Lake Stevens, a Washington municipal corporation

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PTN: NE1/4 Sec 26, Twensp 29 N, Rge 5 E, W.M.

Assessor's Property Tax Parcel/Account Number

**29052600101100, 29052600101200, 29052600101300, 29052600101400,
29052600101500, 29052600101600 and 29052600104200**

STATUTORY WARRANTY DEED

The Grantor, Snohomish County, a political subdivision of the State of Washington, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, conveys and warrants to the City of Lake Stevens, a Washington municipal corporation (“Grantee”), that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the “Property”), subject to the matters identified on Schedule 2 attached hereto.

DATED: _____, 2025.

Snohomish County, a political subdivision of
the State of Washington

Name: Carl Jorgensen, Property Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Carl Jorgensen is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Property Officer of _____

Dated: _____

STATE OF WASHINGTON)
)
COUNTY OF _____)

On this _____ day of _____, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____, to me known to be the individual(s) described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Page 36 of 81

Accepted by:
City of Lake Stevens, a Washington municipal corporation

Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Snohomish to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
Notary Public
My appointment expires _____

**Schedule 1
to Statutory Warranty Deed**

Legal Description of Property

PARCEL A: TAX ACCOUNT NO.: 29052600101300

The East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet;

AND EXCEPT the East 20 feet thereof.

PARCEL B: TAX ACCOUNT NO.: 29052600101100

West half of Southeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

PARCEL C: TAX ACCOUNT NO.: 29052600101600

The East half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the East 150 feet of the North half thereof;

ALSO EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL D: TAX ACCOUNT NO.: 29052600101400

The West half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT that portion thereof condemned by the State of Washington by Decree of Appropriation entered under Snohomish County Superior Court Cause No. 102688.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

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EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

**Schedule 2
Special Exceptions**

DRAFT

CITY COUNCIL STAFF REPORT



Agenda Date: 5/20/2025

Subject: 2025 Budget Amendment No. 1

Contact Person/Department: Barb Stevens, Finance

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

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

REVIEW: Detail of Ordinance No. 1198 Amending Budget Ordinance No. 1191

SUMMARY/BACKGROUND:

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

Due to revenue receipts and expenditure costs outside the expected values during the 2025 budget process, the 2024 ending fund balances are different from what was adopted in the 2025 budget as beginning balances. The amendments made to the beginning fund balances reflect the actual 2024 ending fund balances.

In addition to the beginning balances, amendments are being proposed to revenue and expenditure line items throughout the funds. Proposed amendments are based on changes in estimates (based on prior year actuals and current year actuals to date), prior year budgeted items not completed during the year (need reauthorization), new requests, or other obligations.

The following tables summarize amendment 1198. Only funds with proposed amendments are included.

Summary of Ordinance 1198 - Amendment #1 to the 2025 Budget - CITYWIDE

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2025 Original Budget - 1191	\$57,944,349	\$55,456,617	\$72,044,412	\$41,356,554
Budget Amendment #1 - 1198	\$12,908,389	\$7,144,284	\$19,907,484	\$145,189
Totals	\$70,852,738	\$62,600,901	\$91,951,896	\$41,501,743

Summary of Ordinance 1198 – Amendment #1 to 2025 Budget by FUND

Fund #	Fund Name	Change in Beginning Balance	Change in Resources	Change in Expenditures	Change in Ending Balance
001	General	\$1,236,614	\$503,536	\$2,980,271	(\$1,240,121)
101	Street	\$126,485	\$140,000	\$207,039	\$59,446
111	Drug Seizure & Forfeiture	\$1,700	\$0	\$0	\$1,700
112	Municipal Arts Fund	\$31,426	\$0	\$25,000	\$6,426
120	Transportation Benefit Fund	(\$119,497)	\$0	\$0	(\$119,497)
215	2021A LTGO Bond - 17005	\$455	\$0	\$0	\$455
216	2024A LTGO Bond - City Campus	\$7,590	\$0	\$0	\$7,590
301	Cap. Proj.-Dev. Contrib.	\$2,102,925	\$0	\$1,874,994	\$227,931
302	Park Mitigation	(\$78,121)	\$2,687,723	\$2,348,928	\$260,674
303	REET 1	\$81,565	\$0	\$0	\$81,565
304	REET 2	(\$317,965)	\$147,050	(\$381,262)	\$210,347
306	Facility Capital Project	\$224,433	\$0	\$176,322	\$48,111
307	Infrastructure Capital Project	\$7,839,189	\$2,910,000	\$10,749,189	\$0
309	Sidewalk Capital Project	\$234,102	\$0	\$118,787	\$115,315
401	Sewer	\$37,628	\$0	\$41,454	(\$3,826)
410	Storm and Surface Water	\$6,804	\$242,000	\$196,250	\$52,554
411	Storm Water Capital	\$1,003,839	\$513,975	\$1,367,982	\$149,832
501	Unemployment	\$15,635	\$0	\$0	\$15,635
510	Equipment Fund - Computers	\$138,541	\$0	\$168,854	(\$30,313)
515	Equipment Fund - Vehicles	\$966	\$0	\$0	\$966
520	Equipment Fund-Police	\$161,153	\$0	\$22,676	\$138,477
525	Equipment Fund - Parks	\$0	\$0	\$11,000	(\$11,000)
530	Equipment Fund-PW	\$145,479	\$0	\$0	\$145,479
633	Treasurer's Trust	\$27,443	\$0	\$0	\$27,443
	Total	\$12,908,389	\$7,144,284	\$19,907,484	\$145,189

General Operating and Managerial Funds - Combined for Budgeting and Reporting

Fund #	Fund Name	Beginning Balance	Change in Resources	Change in Expenditures	Change in Ending Balance
GF	General Operating	\$172,424	\$427,406	\$700,271	(\$100,441)
002	General Managerial Reserve	\$46,223	\$0	\$0	\$46,223
003	General Managerial Permit	(\$544,457)	\$0	\$443,117	(\$987,574)
004	General Managerial Pandemic Rec	\$1,590,050	\$76,130	\$1,637,990	\$28,190
005	General Managerial Comm Rentals	(\$27,626)	\$0	\$198,893	(\$226,519)
	Total General Funds	\$1,236,614	\$503,536	\$2,980,271	(\$1,240,121)

Staffing

As previously authorized by the City Council, a Police Community Service Officer position has been added to the amended 2025 Organizational Chart and the Police Administrative Assistant position has been reclassified to Senior Administrative Assistant – Confidential.

APPLICABLE CITY POLICIES:

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

ATTACHMENTS:

1. Ordinance 1198 - 2025 Budget Amendment No 1
2. 2025 Budget Amendment No. 1 - Line-Item Detail
3. 2025 City Organizational Chart - BA1
4. 2025 Budget Amendment No. 1 - Presentation

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 1198**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2025 BUDGET AS SET FORTH IN ORDINANCE NO. 1191 CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2025; PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens adopted the 2025 budget pursuant to Ordinance No. 1191; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2025 budget; and

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

SECTION 1. The 2025 budget, as adopted in Ordinance No. 1191, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>
001 - General	Beginning Fund Balance	\$22,424,126	\$23,660,740	\$1,236,614
001 - General	Revenues	\$23,060,737	\$23,564,273	\$503,536
001 - General	Expenditures	\$31,986,428	\$34,966,699	\$2,980,271
001 - General	Ending Fund Balance	\$13,498,435	\$12,258,314	(\$1,240,121)
101 - Street	Beginning Fund Balance	\$2,040,186	\$2,166,671	\$126,485
101 - Street	Revenues	\$3,927,007	\$4,067,007	\$140,000
101 - Street	Expenditures	\$4,308,722	\$4,515,761	\$207,039
101 - Street	Ending Fund Balance	\$1,658,471	\$1,717,917	\$59,446
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$69,336	\$71,036	\$1,700
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$36,364	\$38,064	\$1,700
112 - Municipal Arts	Beginning Fund Balance	\$386	\$31,812	\$31,426
112 - Municipal Arts	Expenditures	\$0	\$25,000	\$25,000
112 - Municipal Arts	Ending Fund Balance	\$52,753	\$59,179	\$6,426
120 - Transportation Benefit	Beginning Fund Balance	\$1,590,682	\$1,471,185	(\$119,497)
120 - Transportation Benefit	Ending Fund Balance	\$1,792,861	\$1,673,364	(\$119,497)
215 - 2121A LTGO Bond	Beginning Fund Balance	\$0	\$455	\$455
215 - 2121A LTGO Bond	Ending Fund Balance	\$0	\$455	\$455
216 - 2024A LTGO Bond - CC	Beginning Fund Balance	\$0	\$7,590	\$7,590
216 - 2024A LTGO Bond - CC	Ending Fund Balance	\$10,000	\$17,590	\$7,590
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$3,286,106	\$5,389,031	\$2,102,925
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$560,000	\$2,434,994	\$1,874,994
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$3,526,216	\$3,754,147	\$227,931
302 - Park Mitigation	Beginning Fund Balance	\$2,333,021	\$2,254,900	(\$78,121)
302 - Park Mitigation	Revenues	\$1,952,352	\$4,640,075	\$2,687,723

302 - Park Mitigation	Expenditures	\$3,593,350	\$5,942,278	\$2,348,928
302 - Park Mitigation	Ending Fund Balance	\$692,023	\$952,697	\$260,674
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$8,114,460	\$8,196,025	\$81,565
303 - Cap. Imp. - REET I	Ending Fund Balance	\$8,456,273	\$8,537,838	\$81,565
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$6,826,358	\$6,508,393	(\$317,965)
304 - Cap. Imp. - REET II	Revenues	\$4,763,387	\$4,910,437	\$147,050
304 - Cap. Imp. - REET II	Expenditures	\$7,585,300	\$7,204,038	(\$381,262)
304 - Cap. Imp. - REET II	Ending Fund Balance	\$4,004,445	\$4,214,792	\$210,347
306 - Facility Capital Project	Beginning Fund Balance	\$3,196,004	\$3,420,437	\$224,433
306 - Facility Capital Project	Expenditures	\$6,914,800	\$7,091,122	\$176,322
306 - Facility Capital Project	Ending Fund Balance	\$185,204	\$233,315	\$48,111
307 - Infrastructure Cap Project	Beginning Fund Balance	\$0	\$7,839,189	\$7,839,189
307 - Infrastructure Cap Project	Revenues	\$0	\$2,910,000	\$2,910,000
307 - Infrastructure Cap Project	Expenditures	\$0	\$10,749,189	\$10,749,189
309 - Sidewalk Capital Projects	Beginning Fund Balance	\$281,899	\$516,001	\$234,102
309 - Sidewalk Capital Projects	Expenditures	\$100,000	\$218,787	\$118,787
309 - Sidewalk Capital Projects	Ending Fund Balance	\$196,899	\$312,214	\$115,315
401 - Sewer	Beginning Fund Balance	\$58,404	\$96,032	\$37,628
401 - Sewer	Expenditures	\$798,285	\$839,739	\$41,454
401 - Sewer	Ending Fund Balance	\$58,404	\$54,578	(\$3,826)
410 - Storm & Surface Water	Beginning Fund Balance	\$1,915,847	\$1,922,651	\$6,804
410 - Storm & Surface Water	Revenues	\$6,323,583	\$6,565,583	\$242,000
410 - Storm & Surface Water	Expenditures	\$7,128,577	\$7,324,827	\$196,250
410 - Storm & Surface Water	Ending Fund Balance	\$1,110,853	\$1,163,407	\$52,554
411 - Storm Water Capital	Beginning Fund Balance	\$4,133,203	\$5,137,042	\$1,003,839
411 - Storm Water Capital	Revenues	\$2,793,594	\$3,307,569	\$513,975
411 - Storm Water Capital	Expenditures	\$2,628,800	\$3,996,782	\$1,367,982
411 - Storm Water Capital	Ending Fund Balance	\$4,297,997	\$4,447,829	\$149,832
501 - Unemployment Fund	Beginning Fund Balance	\$10,949	\$26,584	\$15,635
501 - Unemployment Fund	Ending Fund Balance	\$11,949	\$27,584	\$15,635
510 - Equip Fund - Computer	Beginning Fund Balance	\$101,151	\$239,692	\$138,541
510 - Equip Fund - Computer	Expenditures	\$818,992	\$987,846	\$168,854
510 - Equip Fund - Computer	Ending Fund Balance	\$114,722	\$84,409	(\$30,313)
515 - Equip Fund - Vehicles CD	Beginning Fund Balance	\$120,060	\$121,026	\$966
515 - Equip Fund - Vehicles CD	Ending Fund Balance	\$124,128	\$125,094	\$966
520 - Equip Fund - Police	Beginning Fund Balance	\$864,425	\$1,025,578	\$161,153
520 - Equip Fund - Police	Expenditures	\$220,106	\$242,782	\$22,676
520 - Equip Fund - Police	Ending Fund Balance	\$1,023,853	\$1,162,330	\$138,477
525 - Equip Fund - Parks	Expenditures	\$69,240	\$80,240	\$11,000
525 - Equip Fund - Parks	Ending Fund Balance	\$69,760	\$58,760	(\$11,000)
530 - Equip Fund - PW	Beginning Fund Balance	\$576,685	\$722,164	\$145,479
530 - Equip Fund - PW	Ending Fund Balance	\$434,944	\$580,423	\$145,479
633 - Treasurer's Trust	Beginning Fund Balance	\$1,061	\$28,504	\$27,443
633 - Treasurer's Trust	Ending Fund Balance	\$0	\$27,443	\$27,443

SECTION 2. Except as set forth above, all other provisions of Ordinance 1191 shall remain in full force, unchanged.

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

PASSED by the City Council of the City of Lake Stevens this 27th day of May, 2025.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Presented: May 20, 2025
Final Reading: May 27, 2025

Published:
Effective:

Amending Revenues, Operational Adjustments, and Ajustments Previously Authorized by Council

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
Park Grant	Park Mit	302	PM - SnoCo SCPP Grants	Rev	\$0	\$100,000	\$100,000	West Lake Park - County REET Grant	Adj
Park Grant	Park Mit	302	PM - SnoCo SCPP Grants	Rev	\$0	\$87,134	\$87,134	North Cove Marina - County REET Grant	Adj
Park Grant	Park Mit	302	Snohomish County SCPP Grants	Rev	\$0	\$45,000	\$45,000	RF -Grant Remaining - Frontier Heights	RF
Police Grant	General	001	DOJ Fed Dir 16.607 BPV Grant	Rev	\$4,000	\$2,550	\$6,550	RF - Grant Remaining	RF
Police Grant	General	001	LE - CJTC Grant	Rev	\$0	\$41,739	\$41,739	RF - Grant Remaining	RF
Facilities Grant	GFCComm	004	EEECBG - Fed Indirect Grant	Rev	\$0	\$76,130	\$76,130	RF - Grant Remaining	RF
Operations	GFCComm	005	RP - Settlements	Exp	\$0	\$8,312	\$8,312	Settlement with Tenants Due to HVAC Issues	C
Operations	IT Capital	510	LR - Microsoft Enterprise Agmt	Exp	\$97,570	\$56,996	\$154,566	Increase for Microsoft CoPilots Licenses (5/6/25)	C
Operations	IT Capital	510	LR - Misc Renewals	Exp	\$96,016	(\$48,142)	\$47,874	Duplicated Budget Item	Adj
Operations	General	001	FI-Professional Service	Exp	\$90,000	\$20,000	\$110,000	RF - Springbrook	RF
Operations	General	001	IT-Professional Services	Exp	\$60,000	\$34,000	\$94,000	RF - Stoneshare Project	RF
Operations	General	001	PL - Citywide Beautification	Exp	\$10,000	\$75,000	\$85,000	RF - Reallocating Remaining Budget - Citywide Signage	RF
Operations	General	001	PK-Operating Supplies	Exp	\$105,500	\$15,168	\$120,668	RF - Park Communication Boards - Donations Received 2024	RF
Software	GF Pand Rec	001	PR - Financial Software	Exp	\$99,790	(\$2,155)	\$97,635	RF - Overspent Expectation in 2024. Correct 2025 Budget	RF
Operations	Street	101	ST-Traffic Control - Supply	Exp	\$40,000	\$12,611	\$52,611	RF - Reallocating Reamining Traffic Control Signs/Posts	RF
Art	Art	112	Art - Public Art Acquisition	Exp	\$0	\$25,000	\$25,000	RF - Public Art Contribution - Outstanding in 2024	RF
Operations	SWM	410	DOE - Capacity Grant Op Costs	Exp	\$0	\$60,000	\$60,000	RF - Revenues Accounted for in 2025, not Expenses	RF
IT Capital Eqpt	IT Capital	510	Capital - Purch Computer Equip	Exp	\$268,729	\$160,000	\$428,729	RF - Primary Datacenter, HS Internet, Security Solution	RF
CSO & SR AA	General	001	LE - Salaries	Exp	\$5,668,158	\$83,000	\$5,751,158	Additional CSO Position (1/1/25) & Reclass of Sr Admin Asst (4/16/25)	C
CSO & SR AA	General	001	LE - Benefits	Exp	\$1,254,136	\$17,500	\$1,271,636	Additional CSO Position (1/1/25) & Reclass of Sr Admin Asst (4/16/25)	C
CSO & SR AA	General	001	LE - Social Security	Exp	\$434,853	\$5,800	\$440,653	Additional CSO Position (1/1/25) & Reclass of Sr Admin Asst (4/16/25)	C
CSO & SR AA	General	001	LE -Retirement	Exp	\$355,433	\$4,600	\$360,033	Additional CSO Position (1/1/25) & Reclass of Sr Admin Asst (4/16/25)	C
CSO & SR AA	General	001	LE - Workers Compensation	Exp	\$243,167	\$3,125	\$246,292	Additional CSO Position (1/1/25) & Reclass of Sr Admin Asst (4/16/25)	C
CSO & SR AA	General	001	LE - Equipment - New Officers	Exp	\$0	\$11,368	\$11,368	Uniform & Equipment	C
CSO & SR AA	General	001	LE-Capital Outlays Equipment	Exp	\$0	\$22,182	\$22,182	Vehicle Equipment	C
CSO & SR AA	LE Capital	001	LE - Lease Agreements	Exp	\$70,000	\$11,676	\$81,676	Vehicle Lease	C
Street Utility	Street	101	Utility Tax Sewer	Rev	\$400,000	\$110,000	\$510,000	Estimated Actual Post Budget Adoption	C
Street Utility	Street	101	ST - Capital Equipment	Exp	\$0	\$200,000	\$200,000	Pavement Program Capital Equipment	C
Comp Plan/EDDS	General	001	PL-Professional Servc	Exp	\$125,000	\$53,000	\$178,000	RF - EDDS & Comp Plan Budget	RF
Comp Plan/EDDS	Street	101	ST-Prof Srv - Engineering	Exp	\$30,000	\$28,686	\$58,686	RF - Remaining Budget - EDDS Update	RF
Comp Plan/EDDS	Street	101	Commerce Grants - State	Rev	\$0	\$10,000	\$10,000	RF - Grant - Multiyear Project	RF
Comp Plan/EDDS	Street	101	ST - Prof Services - Comp Plan	Exp	\$0	\$13,941	\$13,941	RF - Remaining Budget - Grant Reimbursable	RF
Police	General	001	LE-Minor Equipment	Exp	\$80,440	\$30,000	\$110,440	RF - Accreditation Grant & Fingerprint Scanners	RF
Police	General	001	LE-Donation Exp - Other	Exp	\$0	\$13,248	\$13,248	RF - Remaining Donation Funds	RF
Police	General	001	LE-Equipment - New Officers	Exp	\$0	\$30,000	\$30,000	RF - Remaining Budget - Not Budgeted in 2025	RF
Police	General	001	LE-Prof Srv - Wellness	Exp	\$0	\$2,200	\$2,200	RF - Remaining Budget - Grant Reimbursable	RF
Police	General	001	LE-Holiday Cashout	Exp	\$125,000	\$50,000	\$175,000	Increase in Cash Out for Actual Usage	Adj

Budget Adjustments by "Project"

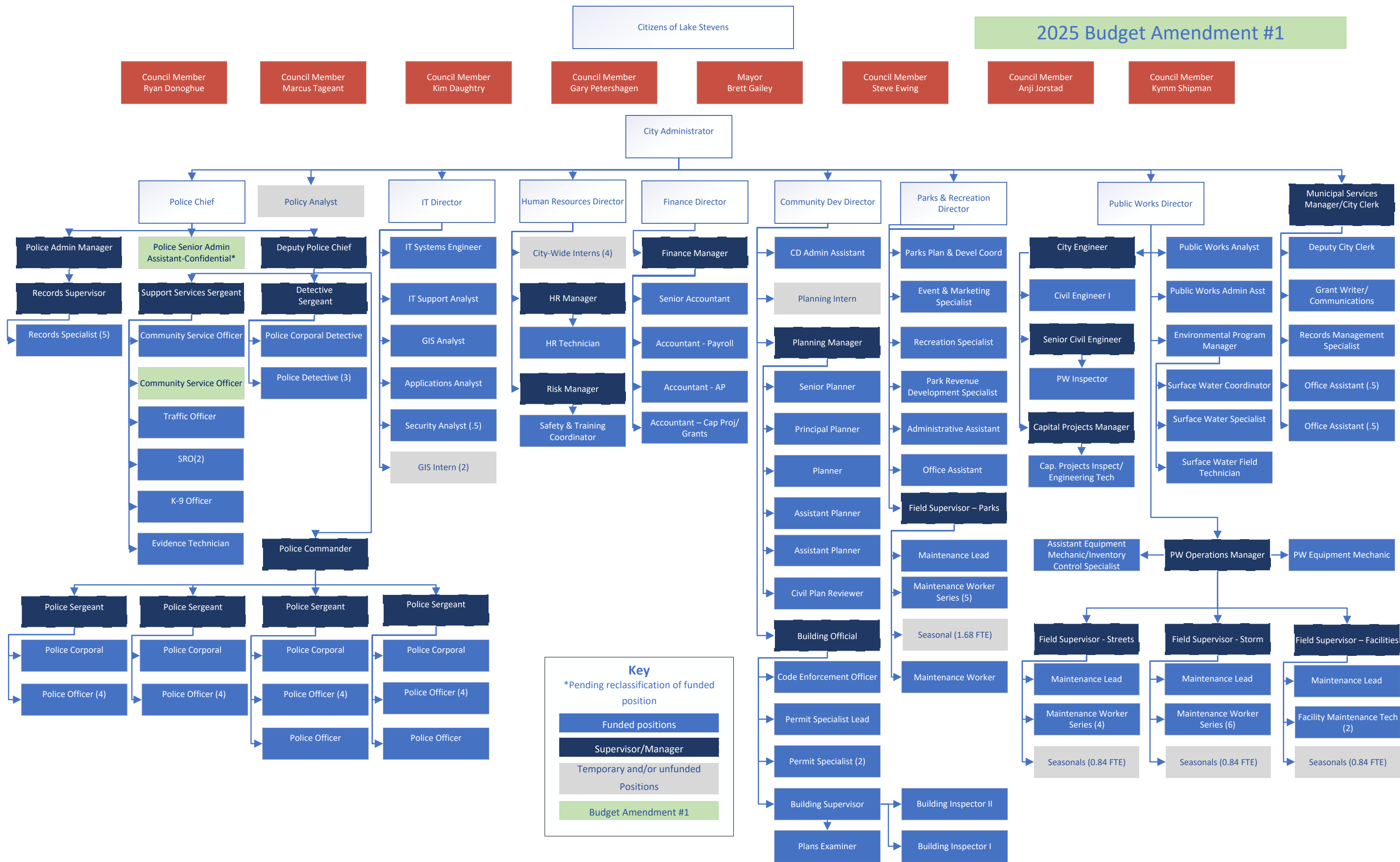
Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
Police - Taser	General	001	LE - Salaries	Exp	\$5,668,158	(\$11,000)	\$5,657,158	Fund Change - Move New Employee Taser Purchase to 520 (Net \$0)	Adj
Police - Taser	LE Capital	520	Taser Installment Purch	Exp	\$34,606	\$11,000	\$45,606	Fund Change - Move New Employee Taser Purchase to 520 (Net \$0)	Adj
Salmonoid	SWM	410	Commerce Grant	Rev	\$45,000	\$202,000	\$247,000	Multiyear Grant Funded Project	Adj
Salmonoid	SWM	410	SW - Salmonoid Basin Comp Plan	Exp	\$30,000	\$247,000	\$277,000	Multiyear Grant Funded Project	Adj
Park - Equip	General	001	Lease Agreements	Exp	\$11,000	(\$11,000)	\$0	Fund Change - New Vehicle Lease to Park Cap Fund - Net \$0	Adj
Park - Equip	Park Capital	525	PK - Lease Agreements	Exp	\$17,100	\$9,400	\$26,500	Fund Change - New Vehicle Lease to Park Cap Fund - Net \$0	Adj
Park - Equip	Park Capital	525	PK - Cap Lease Fees	Exp	\$2,800	\$1,600	\$4,400	Fund Change - New Vehicle Lease to Park Cap Fund - Net \$0	Adj
Permit Review	GFPPermit	003	Interfund Transfer Out	Exp	\$2,056,883	\$443,117	\$2,500,000	Effectively Tracking Staff Related Permit Review (Net \$0)	Adj
Permit Review	General	001	Interfund Transfer In	Rev	\$1,956,850	\$383,117	\$2,339,967	Effectively Tracking Staff Related Permit Review (Net \$0)	Adj
Permit Review	Street	101	Interfund Transfer In	Rev	\$65,000	\$20,000	\$85,000	Effectively Tracking Staff Related Permit Review (Net \$0)	Adj
Permit Review	SWM	410	Interfund Transfer In	Rev	\$60,000	\$40,000	\$100,000	Effectively Tracking Staff Related Permit Review (Net \$0)	Adj
Storm Fees	General	001	GG-Storm Drainage	Exp	\$12,200	\$10,375	\$22,575	Update Fees for City Owned Parcels	Adj
Storm Fees	General	001	CS- Library Storm Drainage	Exp	\$2,400	\$1,465	\$3,865	Update Fees for City Owned Parcels	Adj
Storm Fees	General	001	CS- Museum - Utilities	Exp	\$1,000	\$326	\$1,326	Update Fees for City Owned Parcels	Adj
Storm Fees	GFCComm	005	Rental Property Utilities	Exp	\$6,000	(\$1,699)	\$4,301	Update Fees for City Owned Parcels	Adj
Storm Fees	Street	101	ST-Storm Drainage	Exp	\$9,000	(\$2,372)	\$6,628	Update Fees for City Owned Parcels	Adj
Storm Fees	SWM	410	SW - Drainage	Exp	\$8,100	(\$2,291)	\$5,809	Update Fees for City Owned Parcels	Adj
Liability Ins	General	001	FI-Insurance	Exp	\$110	(\$12)	\$98	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	General	001	LE-Insurance	Exp	\$472,000	\$91	\$472,091	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	General	001	PK-Insurance	Exp	\$223,000	\$225	\$223,225	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	General	001	GG-Insurance	Exp	\$275,000	\$824	\$275,824	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	Street	101	ST-Insurance	Exp	\$148,000	\$244	\$148,244	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	SWM	410	SW-Insurance	Exp	\$133,000	(\$137)	\$132,863	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	GFCComm	005	Rental Property Insurance	Exp	\$57,000	\$2,133	\$59,133	WCIA Rates - Actual Rate & Coverages	Adj
L&I Insurance	General	001	Legislative - Workers Comp	Exp	\$329	\$109	\$438	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	Executive - Workers Comp	Exp	\$485	\$172	\$657	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	AD-Workers Comp	Exp	\$387	\$188	\$575	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	CC-Workers Comp	Exp	\$1,307	\$423	\$1,730	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	FI-Workers Comp	Exp	\$1,707	\$536	\$2,243	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	HR-Workers Comp	Exp	\$1,488	\$524	\$2,012	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	IT-Workers Comp	Exp	\$1,455	\$536	\$1,991	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	PL-Workers Comp	Exp	\$7,289	\$2,406	\$9,695	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	PB-Workers Comp	Exp	\$18,008	\$6,385	\$24,393	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	LE-Workers Comp	Exp	\$243,167	\$112,986	\$356,153	Industrial Insurance Actual Rates & Experience Factor - 135% Increase	Adj
L&I Insurance	General	001	PK-Workers Comp	Exp	\$42,369	\$14,827	\$57,196	Industrial Insurance Actual Rates & Experience Factor - 49% Increase	Adj
L&I Insurance	General	001	GG-Workers Comp	Exp	\$14,187	\$5,039	\$19,226	Industrial Insurance Actual Rates & Experience Factor - 49% Increase	Adj
L&I Insurance	Street	101	ST-Workers Comp	Exp	\$44,392	\$15,774	\$60,166	Industrial Insurance Actual Rates & Experience Factor - 49% Increase	Adj
L&I Insurance	SWM	410	SW-Workers Comp	Exp	\$52,429	\$18,620	\$71,049	Industrial Insurance Actual Rates & Experience Factor - 49% Increase	Adj

Staff Redistributions

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
PW Distribution	General	001	IT-Salaries	Exp	\$478,952	\$54,560	\$533,512	Reallocate IT GIS Staff (Net \$0)	Adj
PW Distribution	General	001	IT-Benefits	Exp	\$77,570	\$18,693	\$96,263	Reallocate IT GIS Staff (Net \$0)	Adj
PW Distribution	General	001	IT-Soc Security	Exp	\$36,411	\$4,403	\$40,814	Reallocate IT GIS Staff (Net \$0)	Adj
PW Distribution	General	001	IT-Retirement	Exp	\$44,728	\$5,017	\$49,745	Reallocate IT GIS Staff (Net \$0)	Adj
PW Distribution	General	001	IT-Workers Comp	Exp	\$1,455	\$269	\$1,724	Reallocate IT GIS Staff (Net \$0)	Adj
PW Distribution	General	001	PK-Salaries	Exp	\$1,459,256	(\$208,908)	\$1,250,348	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	General	001	PK-Benefits	Exp	\$328,407	(\$40,110)	\$288,297	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	General	001	PK-Social Security	Exp	\$113,777	(\$18,384)	\$95,393	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	General	001	PK-Retirement	Exp	\$135,587	(\$24,233)	\$111,354	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	General	001	PK-Workers Comp	Exp	\$42,369	(\$836)	\$41,533	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	General	001	GG-Salaries Regular	Exp	\$470,834	\$162,978	\$633,812	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	General	001	GG-Benefits	Exp	\$139,768	\$31,292	\$171,060	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	General	001	GG-Social Security	Exp	\$35,747	\$14,342	\$50,089	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	General	001	GG-Retirement	Exp	\$42,886	\$18,905	\$61,791	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	General	001	GG-Workers Comp	Exp	\$14,151	\$652	\$14,803	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	GFCComm	005	RP-Salaries	Exp	\$0	\$135,820	\$135,820	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	GFCComm	005	RP-Benefit	Exp	\$0	\$26,077	\$26,077	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	GFCComm	005	RP-Social Security	Exp	\$0	\$11,952	\$11,952	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	GFCComm	005	RP-Retirement	Exp	\$0	\$15,755	\$15,755	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	GFCComm	005	RP-Worker Comp	Exp	\$0	\$543	\$543	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	Street	101	ST-Salaries	Exp	\$1,882,949	(\$55,991)	\$1,826,958	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	Street	101	ST-Benefits	Exp	\$457,578	(\$15,083)	\$442,495	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	Street	101	ST-Social Security	Exp	\$138,831	(\$4,717)	\$134,114	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	Street	101	ST-Retirement	Exp	\$168,672	(\$5,803)	\$162,869	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	Street	101	ST-Workers Comp	Exp	\$44,335	(\$251)	\$44,084	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	SWM	410	SW-Salaries	Exp	\$2,095,021	(\$88,459)	\$2,006,562	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	SWM	410	SW-Benefits	Exp	\$456,995	(\$20,869)	\$436,126	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	SWM	410	SW-Social Security	Exp	\$156,128	(\$7,596)	\$148,532	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	SWM	410	SW-Retirement	Exp	\$192,751	(\$9,641)	\$183,110	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj
PW Distribution	SWM	410	SW-Workers Comp	Exp	\$52,291	(\$377)	\$51,914	Reallocate PW Staff forDivisional Reorganization (Net \$0)	Adj

Capital Project Roll Forwards and Adjustments

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
Capital - Museum	Facilty Cap	306	Culture/Rec Facility Capital	Exp	\$2,306,300	\$176,322	\$2,482,622	RF - Remaining Budget	RF
Capital - Parks	General	001	PK - Capital Outlay	Exp	\$0	\$54,500	\$54,500	RF - Frontier Height Playstructure Relocation	RF
Capital - Police	General	001	LE-Capital Outlay - Facilities	Exp	\$0	\$21,515	\$21,515	RF - PD Building Repair Budget	RF
Capital - Police	GF Pand Rec	004	Interfund Transfer Out	Exp	\$27,000	\$1,335	\$28,335	RF - 1% Art Contribution on Eligible Capital Projects - HVAC	RF
Capital - Street	Street	101	PW Retainage Release	Exp	\$0	\$20,000	\$20,000	RF - Revenues Accounted for in 2025, not Expenses	RF
Capital - Street	Sidewalk	309	ADA Crosswalk Improvements	Exp	\$100,000	\$55,787	\$155,787	RF - Remaining Budget	RF
Capital - Street	Sidewalk	309	SW-TBP02	Exp	\$0	\$63,000	\$63,000	RF - Remaining Budget - Delayed Invoice	RF
Capital - SWM	SWM Capital	411	Catherine Creek/36th St Bridge	Exp	\$1,131,000	\$222,000	\$1,353,000	RF - Remaining Budget	RF
Capital - SWM	SWM Capital	411	Downtown Regional SWM Facility	Exp	\$425,000	\$75,000	\$500,000	RF - Remaining Budget	RF
Cedarwood	Park Mit	302	State Commerce - Cedarwood	Rev	\$0	\$2,455,589	\$2,455,589	RF - Grant - Project on Hold (Net \$0)	RF
Cedarwood	Park Mit	302	PM - Cedarwood Park	Exp	\$499,500	\$2,455,589	\$2,955,089	RF - Remaining Budget - Project on Hold (Net \$0)	RF
Bayview	GF Pand Rec	004	PR - LS Bayview Connector	Exp	\$198,000	\$220,423	\$418,423	RF - Remaining Budget	RF
Bayview	Park Mit	302	PM -LS Bayview Connector - PT	Exp	\$590,000	(\$106,661)	\$483,339	Overspent Expectation in 2024. Correct 2025 Budget	RF
Bayview	REET 2	304	R2 - LS Bayview Connector	Exp	\$512,000	(\$212,000)	\$300,000	Overspent Expectation in 2024. Correct 2025 Budget	RF
Eagle Ridge	GF Pand Rec	004	PR - Park Acquisition	Exp	\$0	\$925,000	\$925,000	RF - Budget for Property Purchase & Park Plan	RF
Eagle Ridge	GF Pand Rec	004	PR - Eagle Ridge Park	Exp	\$339,000	(\$6,613)	\$332,387	Overspent Expectation in 2024. Correct 2025 Budget	RF
Hartford	SWM Capital	411	SnoCo Conservation Futures Grt	Rev	\$0	\$513,975	\$513,975	RF - Grant Remaining - Property Purchases	RF
Hartford	SWM Capital	411	SWC - Capital Purchases	Exp	\$0	\$70,982	\$70,982	RF - Remaining Budget - Grant Reimbursable	RF
Main St	REET 2	304	Main Street - FHWA/PSRC	Rev	\$3,157,250	\$147,050	\$3,304,300	RF - Remaining Grant	RF
Main RAB	REET 2	304	R2- 20th & Main (Rd Impvmnts)	Exp	\$500,000	(\$125,175)	\$374,825	Overspent Expectation in 2024. Correct 2025 Budget	RF
Main St	REET 2	304	R2 - Main Street	Exp	\$3,485,000	(\$21,445)	\$3,463,555	Overspent Expectation in 2024. Correct 2025 Budget	RF
Main St	Traffic Mit	301	TZ1 - Main Street	Exp	\$335,000	\$85,360	\$420,360	RF - Remaining Budget	RF
24th/91st	Infrastructure	307	Traffic Impact- Credit Receipt	Rev	\$0	\$2,800,000	\$2,800,000	RF - Multiyear Project Budgets	RF
24th/91st	Infrastructure	307	Investment Interest	Rev	\$0	\$110,000	\$110,000	Investment Interest Available for Project	Adj
24th/91st	Infrastructure	307	Project Construction Account	Exp	\$0	\$110,000	\$110,000	Investment Interest Available for Project	Adj
24th/91st	GF Pand Rec	004	PR - 17705 91st/24th	Exp	\$0	\$500,000	\$500,000	RF - Multiyear Project Budgets	RF
24th/91st	Traffic Mit	301	TZ3-17005- 24th St & 91st Ext	Exp	\$0	\$1,689,634	\$1,689,634	RF - Multiyear Project Budgets	RF
24th/91st	Infrastructure	307	Project Construction Account	Exp	\$0	\$10,639,189	\$10,639,189	RF - Multiyear Project Budgets	RF
24th/91st	Sewer	401	SE - Capital Outlays	Exp	\$0	\$41,454	\$41,454	RF - Multiyear Project Budgets	RF
24th/91st	SWM Capital	411	24th/91st Drainage/Wetland	Exp	\$0	\$1,000,000	\$1,000,000	RF - Multiyear Project Budgets	RF
131st	Traffic Mit	301	Fee In Lieu of - Sidewalks	Exp	\$0	\$100,000	\$100,000	RF - Sidewalk Portion of Project Funding	RF
131st	REET 2	304	131st Ave NE Sewer Extension	Exp	\$1,520,000	(\$22,642)	\$1,497,358	Overspent Expectation in 2024. Correct 2025 Budget	RF





One Community Around The Lake

2025 Budget Amendment #1

BARB STEVENS – FINANCE

MAY 20, 2025

Budget Amendment Changes –All Funds

Fund #	Fund Name	Change in Beginning Balance	Change in Resources	Change in Expenditures	Change in Ending Balance
001	General	\$1,236,614	\$503,536	\$2,980,271	(\$1,240,121)
101	Street	\$126,485	\$140,000	\$207,039	\$59,446
111	Drug Seizure & Forfeiture	\$1,700	\$0	\$0	\$1,700
112	Municipal Arts Fund	\$31,426	\$0	\$25,000	\$6,426
120	Transportation Benefit Fund	(\$119,497)	\$0	\$0	(\$119,497)
215	2021A LTGO Bond - 17005	\$455	\$0	\$0	\$455
216	2024A LTGO Bond - City Campus	\$7,590	\$0	\$0	\$7,590
301	Cap. Proj.-Dev. Contrib.	\$2,102,925	\$0	\$1,874,994	\$227,931
302	Park Mitigation	(\$78,121)	\$2,687,723	\$2,348,928	\$260,674
303	REET 1	\$81,565	\$0	\$0	\$81,565
304	REET 2	(\$317,965)	\$147,050	(\$381,262)	\$210,347
306	Facility Capital Project	\$224,433	\$0	\$176,322	\$48,111
307	Infrastructure Capital Project	\$7,839,189	\$2,910,000	\$10,749,189	\$0
309	Sidewalk Capital Project	\$234,102	\$0	\$118,787	\$115,315
401	Sewer	\$37,628	\$0	\$41,454	(\$3,826)
410	Storm and Surface Water	\$6,804	\$242,000	\$196,250	\$52,554
411	Storm Water Capital	\$1,003,839	\$513,975	\$1,367,982	\$149,832
501	Unemployment	\$15,635	\$0	\$0	\$15,635
510	Equipment Fund - Computers	\$138,541	\$0	\$168,854	(\$30,313)
515	Equipment Fund - Vehicles	\$966	\$0	\$0	\$966
520	Equipment Fund-Police	\$161,153	\$0	\$22,676	\$138,477
525	Equipment Fund - Parks	\$0	\$0	\$11,000	(\$11,000)
530	Equipment Fund-PW	\$145,479	\$0	\$0	\$145,479
633	Treasurer's Trust	\$27,443	\$0	\$0	\$27,443
	Total	\$12,908,389	\$7,144,284	\$19,907,484	\$145,189

Only funds listed are included in the 1st budget amendment.

Budget Amendment Changes – Major Operating Funds

Fund #	Fund Name	Change in Ending Balance
GF	General Funds	(\$1,240,121)
001	General Operating	(\$100,441)
002	General Managerial Reserve	\$46,223
003	General Managerial Permit	(\$987,574)
004	General Managerial Pandemic Recovery	\$28,190
005	General Managerial Comm Rentals	(\$226,519)

General operating and managerial funds are required to be combined for budgeting and reporting purposes. This table lists the managerial sub-funds separately to better explain the changes.

- Permit Fund – City staff are more effectively tracking their permit review hours which increased the reimbursements to General Operating, Street and SWM Funds.
- Commercial Rental Fund – Receives a proportionate share of the of PW Facility Division staffing costs as part of the PW reorganization. A large portion will be redistributed to the General Operating fund once the city hall relocates to the new building.

Budget Amendment Summary

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2025 Original Budget - 1191	\$57,944,349	\$55,456,617	\$72,044,412	\$41,356,554
Budget Amendment #1 - 1198	\$12,908,389	\$7,144,284	\$19,907,484	\$145,189
Totals	\$70,852,738	\$62,600,901	\$91,951,896	\$41,501,743

Beginning Balances are estimated during the budget process by attempting to project the receipts and expenditures remaining through yearend, including capital projects. Once 2024 yearend actuals are known, 2025 beginning balances are corrected.

Revenues

- Re-appropriations \$2.9M are accounting for the 24th & 91st Project which should close out soon. Sources include traffic impact fee credit and investment interest.
- Grants account for nearly \$3.7M, while transfers between funds account for \$443,000.

Expenditures

- Re-appropriating and adjusting a total of \$18.2 million in Capital Projects.
 - The 24th & 91st Project expenditures (multiple funds) accounts for \$14M of that amount with corresponding revenues of \$2.9M. Cedarwood Park project expenditures account for \$2.45M and have corresponding grant funds . Re-appropriating property purchase funds for Hartford Rd and Eagle Ridge with a combined placeholder of \$1.4M.
- Re-appropriating approximately \$412,000 operating costs.
- Adjusted operating costs \$1.3M, approximately \$390,000 are personnel related costs and \$645,000 have some corresponding revenue sources.

Grant Revenues

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Total Amended	Notes	N
Park Grant	Park Mit	302	PM – SnoCo SCPP Grants	Rev	\$100,000	West Lake Park - County REET Grant	Adj
Park Grant	Park Mit	302	PM – SnoCo SCPP Grants	Rev	\$87,134	North Cove Marina - County REET Grant	Adj
Park Grant	Park Mit	302	Snohomish County SCPP Grants	Rev	\$45,000	RF -Grant Remaining - Frontier Heights	RF
Police Grant	General	001	DOJ Fed Dir 16.607 BPV Grant	Rev	\$2,550	RF - Grant Remaining	RF
Police Grant	General	001	LE - CJTC Grant	Rev	\$41,739	RF - Grant Remaining - Wellness	RF
Facilities Grant	GFComm	004	EEECBG - Fed Indirect Grant	Rev	\$76,130	RF - Grant Remaining - HVAC	RF

The city applied for and received two Park grants from Snohomish County this year for West Lake Park and the North Cove Marina.

Additionally, we are rolling forward other various grant funds remaining from the prior year.

Corresponding expenditure budgets for these projects and grant revenues were included in the adopted budget.

Various Operational Amendment Details

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Total Amended	Notes	N
Operations	GFComm	005	RP - Settlements	Exp	\$8,312	Settlement with Tenants Due to HVAC Issues	C
Software	IT Capital	510	LR - Microsoft Enterprise Agmt	Exp	\$56,996	Increase for Microsoft CoPilot Licenses (5/6/25)	C
Software	IT Capital	510	LR - Misc Renewals	Exp	(\$48,142)	Duplicated Budget Item	Adj
Personnel	General	001	LE-Holiday Cashout	Exp	\$50,000	Increase in Cash Out for Actual Usage	Adj
IT Capital Eqpt	IT Capital	510	Capital - Purch Computer Equip	Exp	\$160,000	RF - Primary Datacenter, HS Internet, Security Solution	RF
Software	General	001	FI-Professional Service	Exp	\$20,000	RF - Springbrook Module Upgrades	RF
Software	General	001	IT-Professional Services	Exp	\$34,000	RF - Stoneshare Project - SharePoint Content Migration	RF
Operations	General	001	PL - Citywide Beautification	Exp	\$75,000	RF - Reallocating Remaining Budget - Citywide Signage	RF
Grant	General	001	LE-Minor Equipment	Exp	\$30,000	RF - Accreditation Grant & Fingerprint Scanners	RF
Donation	General	001	LE-Donation Exp - Other	Exp	\$13,248	RF - Remaining Donation Funds	RF
Personnel	General	001	LE-Equipment - New Officers	Exp	\$30,000	RF - Remaining Budget - Not Budgeted in 2025	RF
Grant	General	001	LE-Prof Srv - Wellness	Exp	\$2,200	RF - Remaining Budget - Grant Reimbursable	RF
Donation	General	001	PK-Operating Supplies	Exp	\$15,168	RF - Park Communication Boards - Donations Received 2024	RF
Operations	Street	101	ST-Traffic Control - Supply	Exp	\$12,611	RF - Reallocating Remaining Traffic Control Signs/Posts	RF
Art	Art	112	Art - Public Art Acquisition	Exp	\$25,000	RF - Public Art Contribution - Outstanding in 2024	RF
Grant	SWM	410	DOE - Capacity Grant Op Costs	Exp	\$60,000	RF - Revenues Accounted for in 2025, not Expenses	RF
Software	GF Pand Rec	004	PR - Financial Software	Exp	(\$2,155)	RF - Overspent Expectation in 2024. Reducing 2025 Budget	RF

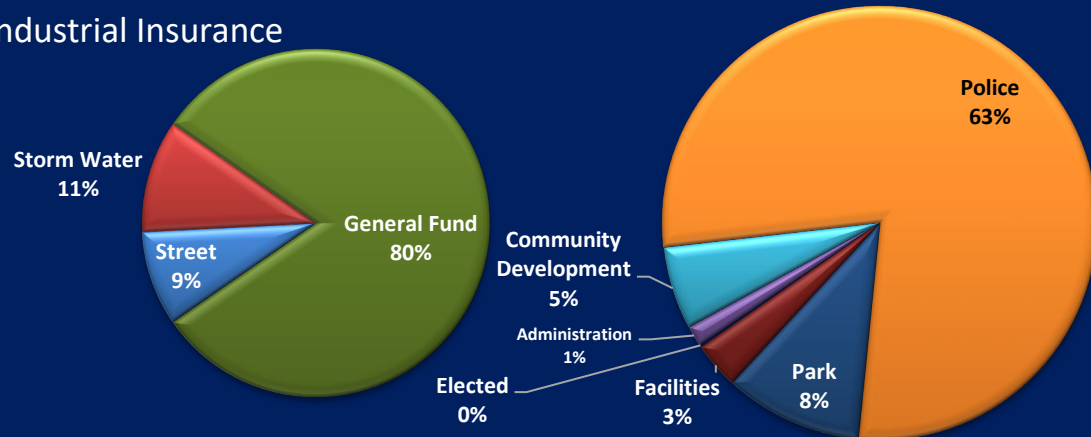
- Project Column - groups amendments by project or function (*also color-coded*)
- Fund and Fund# Columns shows which fund(s) is being amended (*some projects have amendments in multiple funds*)
- Total Amended Column shows the change being proposed in this amendment
- Column “N” shows Adjustments (Adj), Roll-forwards (RF), and Items Council has previously approved (C)
 - Adjustments are generally made to operating lines due to changes in cost estimates
 - Roll-forwards are the re-appropriation of remaining budgets for continuing projects

Grouped Operational Amendments – Condensed by Fund

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
L&I Insurance	General	001	Legislative - Workers Comp	Exp	\$329	\$109	\$438	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	Executive - Workers Comp	Exp	\$485	\$172	\$657	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	AD-Workers Comp	Exp	\$387	\$188	\$575	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	CC-Workers Comp	Exp	\$1,307	\$423	\$1,730	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	FI-Workers Comp	Exp	\$1,707	\$536	\$2,243	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	HR-Workers Comp	Exp	\$1,488	\$524	\$2,012	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	IT-Workers Comp	Exp	\$1,455	\$536	\$1,991	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	PL-Workers Comp	Exp	\$7,289	\$2,406	\$9,695	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	PB-Workers Comp	Exp	\$18,008	\$6,385	\$24,393	Industrial Insurance Actual Rates & Experience Factor - 4% Increase	Adj
L&I Insurance	General	001	LE-Workers Comp	Exp	\$243,167	\$112,986	\$356,153	Industrial Insurance Actual Rates & Experience Factor - 135% Increase	Adj
L&I Insurance	General	001	PK-Workers Comp	Exp	\$42,369	\$14,827	\$57,196	Industrial Insurance Actual Rates & Experience Factor - 49% Increase	Adj
L&I Insurance	General	001	GG-Workers Comp	Exp	\$14,187	\$5,039	\$19,226	Industrial Insurance Actual Rates & Experience Factor - 49% Increase	Adj
L&I Insurance	Street	101	ST-Workers Comp	Exp	\$44,392	\$15,774	\$60,166	Industrial Insurance Actual Rates & Experience Factor - 49% Increase	Adj
L&I Insurance	SWM	410	SW-Workers Comp	Exp	\$52,429	\$18,620	\$71,049	Industrial Insurance Actual Rates & Experience Factor - 49% Increase	Adj

Fund	Fund #	Revenue/ Expenditure Account	Amended	Total	Notes
Street	101	L&I Insurance	\$15,774	\$607,524	Actual Rates & Experience Factor - 49% Increase
SWM	410	L&I Insurance	\$18,620		Actual Rates & Experience Factor - 49% Increase
General	001	L&I Insurance	\$144,131		Actual Rates & Experience Factor – 4-135% Increase

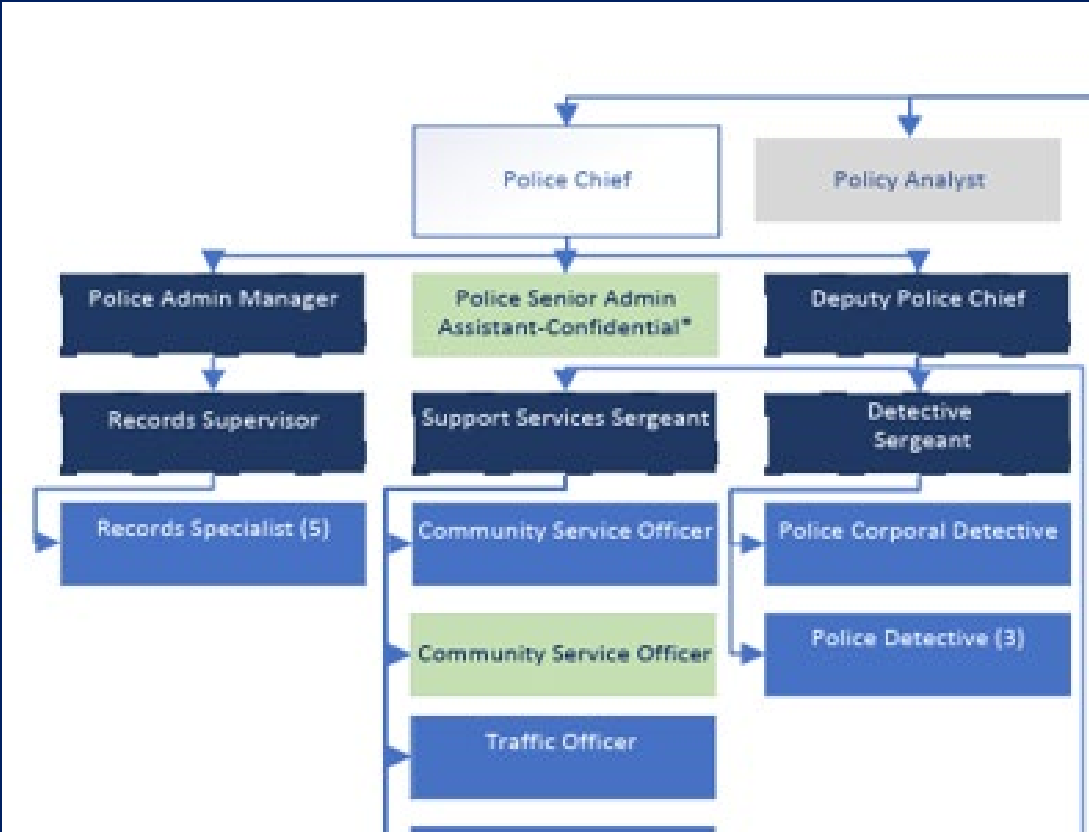
Industrial Insurance



Statewide Industrial Insurance (worker compensation) is estimated at \$607,504 citywide, \$179,000 more than budgeted. Costs increased by 4% for clerical worker, 49% for field staff, and 135% for Police based on rates and experience factors.

Organizational Chart Amendments – Condensed by Fund

Project	Fund	Fund #	Revenue/Expenditure Account	Total Amended	Notes	N
CSO & SR AA	General	001	LE - Personnel & Equipment	\$147,575	Additional CSO Position (1/1/25) & Reclass of Sr Admin Asst (4/16/25)	C
CSO	LE Capital	520	LE - Lease Agreements	\$11,676	Vehicle Lease – CSO (1/1/25)	C



Accounting for the previously approved Community Service Office position and the reclassification of the Police Admin Assistant to Senior AA – Confidential.

These costs include wages, benefits, operational supplies, and capital equipment leases.

Grouped Operational Amendment – Condensed by Fund

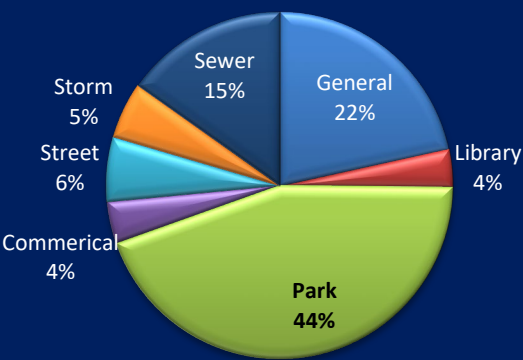
Project	Fund	Fund #	Revenue/Expenditure Account	Type	Total Amended	Notes	N
Staff Distribution	General	001	Staff Distribution	Exp	\$18,640	Reallocate IT GIS & PW Staff for Divisional Reorganization (Net \$0)	Adj
Staff Distribution	GFComm	005	Staff Distribution	Exp	\$190,147	Reallocate IT GIS & PW Staff for Divisional Reorganization (Net \$0)	Adj
Staff Distribution	Street	101	Staff Distribution	Exp	(\$81,845)	Reallocate IT GIS & PW Staff for Divisional Reorganization (Net \$0)	Adj
Staff Distribution	SWM	410	Staff Distribution	Exp	(\$126,942)	Reallocate IT GIS & PW Staff for Divisional Reorganization (Net \$0)	Adj
Permit Review	GFP permit	003	Permit Review - Interfund Transfer Out	Exp	\$443,117	Effectively Tracking Staff Related Permit Review (Net \$0)	Adj
Permit Review	General	001	Interfund Transfer In	Rev	\$383,117	Effectively Tracking Staff Related Permit Review (Net \$0)	Adj
Permit Review	Street	101	Interfund Transfer In	Rev	\$20,000	Effectively Tracking Staff Related Permit Review (Net \$0)	Adj
Permit Review	SWM	410	Interfund Transfer In	Rev	\$40,000	Effectively Tracking Staff Related Permit Review (Net \$0)	Adj

Project	Description
Staff Distribution	Updating the IT GIS staff allocation to accurately reflect workload. Previous allocation was primarily to the Street fund while creating the mapping and setting up VueWorks. The GIS work has been redistributed citywide, as such, the costs have been redistributed accordingly. Redistributing Public Works wages & benefits to account for the departmental reorganization adding the Facilities Division. This redistribution allocates a proportional share to the commercial facilities and that funding source based on workload. Approximately half of the distribution to the 005 commercial managerial fund will decrease and be reallocated to the General operating fund next year when City Hall locates to that facility.
Permit Review	Increasing the estimated reimbursements from the Permit Managerial Fund to the General, Street, and SWM funds for staff time and operational costs related to permit review.

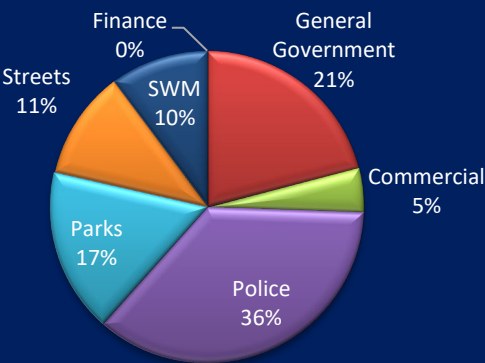
Minor Operational Amendments – Condensed by Fund

Fund	Fund #	Revenue/ Expenditure Account	Amended	Total	Notes
General	001	Storm Fees	\$12,166	\$110,255	Update Fees for City Owned Parcels
GFComm	005	Storm Fees	(\$1,699)		Update Fees for City Owned Parcels
Street	101	Storm Fees	(\$2,372)		Update Fees for City Owned Parcels
SWM	410	Storm Fees	(\$2,291)		Update Fees for City Owned Parcels
GFComm	005	Liability Insurance	\$2,133	\$1,311,478	WCIA Rates - Actual Rate & Coverages
General	001	Liability Insurance	\$1,128		WCIA Rates - Actual Rate & Coverages
Street	101	Liability Insurance	\$244		WCIA Rates - Actual Rate & Coverages
SWM	410	Liability Insurance	(\$137)		WCIA Rates - Actual Rate & Coverages

- Stormwater fees on city parcels increased by \$5,800 more than budgeted to \$110,255 for all properties owned by the city.
- We invoice the Sewer District and Sno Isle Library for the parcels they utilize.
 - All revenues are receipted into the SWM Fund.



WCIA Insurance rates increased by \$3,400 more than budgeted for a total of \$1,311,478 for citywide liability, automobile, and property coverage. Alternatives carrier/coverage options were recently reviewed. No changes were recommended.



Operational Amendment – Grouped by Project

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Total Amended	Notes	N
Street Utility	Street	101	Utility Tax Sewer	Rev	\$110,000	Estimated Actual Post Budget Adoption	C
Street Utility	Street	101	ST - Capital Equipment	Exp	\$200,000	Pavement Program Capital Equipment	C
Comp Plan/EDDS	General	001	PL-Professional Service	Exp	\$53,000	RF - EDDS & Comp Plan Budget	RF
Comp Plan/EDDS	Street	101	ST-Prof Srv - Engineering	Exp	\$42,627	RF - Remaining Budget - EDDS Update	RF
Comp Plan/EDDS	Street	101	Commerce Grants - State	Rev	\$10,000	RF - Grant - Multiyear Project	RF
Police - Taser	LE Capital	520	Taser Installment Purch	Exp	\$11,000	Fund Change - Move New Employee Taser Purchase to 520 (Net \$0)	Adj
Police - Taser	General	001	LE - Salaries	Exp	(\$11,000)	Fund Change - Move New Employee Taser Purchase to 520 (Net \$0)	Adj
Park - Equip	General	001	Park - Lease Agreements	Exp	(\$11,000)	Fund Change - New Vehicle Lease to Park Cap Fund - Net \$0	Adj
Park - Equip	Park Capital	525	Park - Lease Agreements	Exp	\$11,000	Fund Change - New Vehicle Lease to Park Cap Fund - Net \$0	Adj
Salmonoid	SWM	410	Commerce Grant - Salmonoid	Rev	\$202,000	Multiyear Grant Funded Project	Adj
Salmonoid	SWM	410	SW - Salmonoid Basin Comp Plan	Exp	\$247,000	Multiyear Grant Funded Project	Adj

Project	Description
Street Utility	Increasing the estimated utility tax revenues to \$510,000 for 2025 and allocating budget for purchase of capital equipment for the pavement program.
Comp Plan/EDDS	Rolling forward the remaining grant funds and related expenses to complete the Comprehensive Plan & EDDS Updates.
Police Taser	Moving the funding for Police Taser purchase from the General Fund to the 520 Police Equipment fund. There is a \$0 net effect to the citywide budget
Park – Equip	Moving funding for the vehicle lease from the General Fund to the new 525 Park Equipment fund. There is a \$0 net effect to the citywide budget
Salmonoid	Increasing the revenue and expense budgets for the Salmonoid Basin Comp Plan update. This project will span multiple years. Remaining budget will roll forward into 2026.

Capital Amendments

Fund	Fund #	Revenue/Expenditure Account	Amended	Total Project	Notes
Street	101	PW Retainage Release	\$20,000		RF - Revenues Accounted for in 2025, not Expenses
General	001	LE-Capital Outlay - Facilities	\$21,515		RF - PD Building Repair Budget
Street	101	PW Retainage Release	\$20,000		RF - Revenues Accounted for in 2025, not Expenses
GF Pand Rec	004	Park Acquisition - Eagle Ridge	\$925,000		RF - Budget for Property Purchase & Park Plan
General	001	Frontier Heights Park	\$54,500		RF - Frontier Height Play structure Relocation
Sidewalk	309	91st Sidewalk Project	\$63,000		RF - Remaining Budget - Delayed Invoice
Sidewalk	309	ADA Improvement Program	\$55,787	\$155,787	RF - Remaining Budget
Facility Cap	306	Museum Capital	\$176,322	\$2,482,622	RF - Remaining Budget
SWM Capital	411	Catherine Creek/36th St Bridge	\$222,000	\$1,353,000	RF - Remaining Budget
SWM Capital	411	Downtown Regional SWM Facility	\$75,000	\$500,000	RF - Remaining Budget

Capital Amendments – Condensed by Project

Fund	Fund #	Revenue/Expenditure Account	Amended	Total Project	Notes
Multiple		131st Ave NE Sewer Extension	\$77,358	\$1,597,358	RF - Remaining Budget
Multiple		LS Bayview Connector	(\$98,238)	\$1,201,762	Overspent Expectation in 2024. Reduce 2025 Budget
Multiple	004	Eagle Ridge Park – Capital Project	(\$6,613)	\$355,237	Overspent Expectation in 2024. Reduce 2025 Budget

Capital Amendment – Grouped by Project

Project	Fund	Fund #	Account	Type	Amended	Total Project	Notes
Cedarwood	Park Mit	302	State Commerce - Cedarwood	Rev	\$2,455,589		RF - Grant - Project on Hold (Net \$0)
Cedarwood	Park Mit	302	PM - Cedarwood Park	Exp	\$2,455,589		RF - Remaining Budget - Project on Hold (Net \$0)
Hartford	SWM Capital	411	SnoCo Conservation Futures	Rev	\$513,975		RF - Grant Received in 2025
Hartford	SWM Capital	411	SWM Capital Purchases	Exp	\$70,982		RF - Remaining Budget - Grant Reimbursable
24th/91st	Multiple		24 th /91 st Infrastructure Project	Rev	\$2,910,000		RF - Traffic Impact Fee Credit & Interest Earnings
24th/91st	Multiple		24 th /91 st Infrastructure Project	Exp	\$13,980,277		RF - Multiyear Project Budgets
Main St/RAB	Multiple		Main Street - FHWA/PSRC	Rev	\$147,050	\$3,304,300	RF - Remaining Grant
Main St/RAB	Multiple		Main Street	Exp	(\$61,260)	\$4,258,740	Overspent Expectation in 2024. Reduce 2025 Budget

Project	Description
Cedarwood	Reauthorizing grant revenues and corresponding capital project expenditures for the Cedarwood Park project. The project is currently being reevaluated and on hold.
Hartford	Reauthorizing Snohomish County Futures grant revenues and remaining expenditure budget for the purchase of properties for stormwater purposes.
24th/91st	Reauthorizes the remaining funding and expenditures for the project not yet fully invoiced. Also accounts for the investment interest received in 2025. This project is accounted for in multiple funds; this amendment includes all applicable funds.
Main St/RAB	Reauthorizing grant revenues and corresponding capital project expenditures for the Main Street & Main Street RAB project. This project is accounted for in multiple funds; this amendment includes all applicable funds.

Additional Budget Considerations

- Non-Commissioned Guild Agreement
- FTO Memorandum
- Sunset Park Dock Abutment Repair
- Cavelero Park Staffing and Operations

CITY COUNCIL STAFF REPORT



Agenda Date: 5/20/2025

Subject: Traffic Safety Camera Ordinance - Next Steps

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: TBD - Current budget is \$25,000

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

The next step is for the Council to review the attached draft ordinance and provide comments or revisions.

Council is also encouraged to determine whether a public hearing should be held as part of the adoption process. While not required by state law, a hearing could help enhance transparency and community engagement.

SUMMARY/BACKGROUND:

The first step to formally begin the traffic safety camera program is for the Council to adopt the relevant ordinance. A draft ordinance is attached to this agenda item and was presented to the council on March 25, 2025, and again on April 24, 2025. Key considerations discussed at the retreat are below, including a summary of the comments:

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

Council Comments - The council supported returning the ordinance to a regular meeting.

2. 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)?

Council Comments - Include the school walk zone option in the draft ordinance.

3. Fines - Should the fine be the base monetary penalty (\$145), with escalation for repeat offenses? Should the monetary penalty increase to \$290 for any offense in excess of 11 miles per hour?

Council Comments - Include a \$145 penalty in the draft ordinance.

Upon adoption, state law requires the City to conduct a thorough analysis of potential camera locations. This evaluation must address factors such as equity, livability, accessibility, economic impact, education, and environmental health. The findings will be presented to the Council to support informed decision-making regarding site selection and enforcement parameters.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 20250325_LkStevens_TrafficOrdinance

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

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, ADDING A NEW CHAPTER 7.06 OF THE LAKE STEVENS MUNICIPAL CODE, RELATED TO AUTOMATED TRAFFIC SAFETY CAMERAS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and has the authority to regulate the use of City streets pursuant to RCW 35A.11.020; and

WHEREAS, the City has an interest in maintaining the safety and welfare of its citizens and ensuring City streets are monitored in a safe manner for their intended use; and

WHEREAS, tragic accidents involving school children are often the result of speeding in school zones; and

WHEREAS, the Washington State Legislature has adopted Chapter 46.63 RCW which authorizes local jurisdictions to use automated traffic safety cameras at arterial intersections and school zones, subject to the limitations set forth therein; and

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

Section 1. NEW CHAPTER. Chapter 7.06 LSMC, Automated traffic safety cameras - Detection of violations - Restrictions, is added as follows:

**CHAPTER 7.06
AUTOMATED TRAFFIC SAFETY CAMERAS**

Sections:

- 7.06.010 Definitions**
- 7.06.020 Automated Traffic Safety Cameras – Detection of Violations - Restrictions**
- 7.06.030 Notice of Infraction**
- 7.06.040 Prima Facia Presumption**
- 7.06.050 Infractions Processed**
- 7.06.060 Fine**
- 7.06.070 Non-Exclusive Enforcement**

7.06.010 Definitions

The definitions in this section apply throughout this section and each section of this chapter.

(1) "Automated traffic safety camera" means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system, a railroad grade crossing

control system, or a speed measuring device, and a camera synchronized to automatically record one or more sequenced photographs, microphotographs, or electronic images of the front or rear of a motor vehicle at the time the vehicle fails to stop when facing a steady red traffic control signal or an activated railroad grade crossing control signal, or exceeds a speed limit as detected by a speed measuring device. "Automated traffic safety camera" also includes a device used to detect stopping at intersection or crosswalk violations; stopping when traffic obstructed violations; public transportation only lane violations; stopping or traveling in restricted lane violations; and public transportation bus stop zone violations detected by a public transportation vehicle-mounted system.

(2) "Hospital speed zone" means the marked area within hospital property and extending 300 feet from the border of the hospital property (a) consistent with hospital use; and (b) where signs are posted to indicate the location is within a hospital speed zone, where "hospital" has the same meaning as in RCW [70.41.020](#).

(3) "Public park speed zone" means the marked area within public park property and extending 300 feet from the border of the public park property (a) consistent with active park use; and (b) where signs are posted to indicate the location is within a public park speed zone.

(4) "Public transportation vehicle" means any motor vehicle, streetcar, train, trolley vehicle, ferry boat, or any other device, vessel, or vehicle that is owned or operated by a transit authority or an entity providing service on behalf of a transit authority that is used for the purpose of carrying passengers and that operates on established routes. "Transit authority" has the same meaning as provided in RCW [9.91.025](#).

(5) "Roadway work zone" means an area of any city roadway, including state highways that are also classified as city streets under chapter [47.24](#) RCW, or county road as defined in RCW [46.04.150](#), with construction, maintenance, or utility work with a duration of 30 calendar days or more. A roadway work zone is identified by the placement of temporary traffic control devices that may include signs, channelizing devices, barriers, pavement markings, and/or work vehicles with warning lights. A roadway work zone extends from the first warning sign or high intensity rotating, flashing, oscillating, or strobe lights on a vehicle to the end road work sign or the last temporary traffic control device or vehicle.

(6) "School speed zone" has the same meaning as described in RCW [46.61.440](#) (1) and (2).

(7) "School walk zone" means a roadway identified under RCW [28A.160.160](#) or roadways within a one-mile radius of a school that students use to travel to school by foot, bicycle, or other means of active transportation.

7.06.010 Automated traffic safety cameras - Detection of Violations - Restrictions

- A. City law enforcement officers and persons commissioned by the Lake Stevens Police Chief are authorized to use automated traffic cameras and related automated systems to detect and record the image of:

- (1) School speed zone violations;
- (2) Speed zone violations on any roadway identified in a school walk zone;
- (3) Public park speed zone violations,
- Roadway work zones when workers are present;
- (5) Violations of traffic ordinances on state highways that are also classified as a city street under chapter 47.24 RCW;
- (6) Speed violations in locations the city council has deemed high crash risk due to excessive vehicle speeds under RCW 46.63.250(3) restricting camera usage to one camera per 10,000 population; and

(7) Stoplight violations, subject to 46.63.220.

- B. The City Council is required to prepare an analysis of the locations within Lake Stevens where automated traffic safety cameras are proposed to be located before adding traffic safety cameras to a new location or relocating any existing camera to a new location within the jurisdiction. The analysis must include equity considerations including the impact of the camera placement on livability, accessibility, economics, education, and environmental health when identifying where to locate an automated traffic safety camera. The analysis must also show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: Travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures.
- C. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. Pictures taken by automated traffic safety cameras may not reveal the face of the driver or of the passengers in the vehicle. The installation of automated traffic safety cameras in a manner that minimizes the impact of camera flash on drivers must be considered by the City.
- D. The City shall clearly mark all locations where automated traffic safety cameras are in use by placing signs at least 30 days prior to activation of the camera in locations that clearly indicate to the driver that: (a) The driver is entering an area where automated traffic safety cameras are authorized; or (b) they are entering a zone where traffic laws are enforced by an automated traffic safety camera. The signs must be visible to a driver approaching an automated traffic safety camera. Signs must follow the specifications and guidelines under the manual of uniform traffic control devices for streets and highways as adopted by the department of transportation under chapter 47.36 RCW.
- E. The City shall post an annual report on the city's website of the number of traffic crashes that occurred at each location where an automated traffic safety camera is located, as well as the number of notices of infraction issued for each camera. Beginning January 1, 2026, the annual report must include the percentage of revenues received from fines issued from automated traffic safety camera infractions that were used to pay for the costs of the automated traffic safety camera program and must describe the uses of revenues that exceeded the costs of operation and administration of the automated traffic safety camera program by the city.
- F. The compensation paid to the manufacturer or vendor of the equipment used must be based only upon the value of the equipment and services provided or rendered in support of the system and may not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment. If the contract between the City and manufacturer or vendor of the equipment does not provide for performance or quality control measures regarding camera images, the City must perform a performance audit of the manufacturer or vendor of the equipment every three years to review and ensure that images produced from automated traffic safety cameras are sufficient for evidentiary

purposes as described in section 7.06.020 of this chapter.

- G. Revenue generated by an automated traffic safety camera program may only be used for:
1. Traffic safety activities related to construction and preservation projects and maintenance and operations purposes including, but not limited to, projects designed to implement the complete streets approach as defined in RCW 47.04.010, changes in physical infrastructure to reduce speeds through road design, and changes to improve safety for active transportation users, including improvements to access and safety for road users with mobility sight, or other disabilities.
 2. The cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions.
 3. If used for the purposes described in G.1. of this subsection the use of revenue must include the use of revenue in census tracts of the city that have household incomes in the lowest quartile determined by the most currently available census data and areas that experience rates of injury crashes that are above average or the city. Funding contributed from the traffic safety program revenue must be, at a minimum proportionate to the share of the population of the city who are residents of these low income communities and communities experiencing high injury crash rates. This share must be directed to investments that provide direct and meaningful traffic safety benefits to these communities. Revenue use to administer, install, operate, and maintain automate traffic safety cameras, including the cost of processing infractions, are excluded from determination of the proportionate share of revenues under this subsection.
 4. Beginning four years after an automated traffic safety camera authorized under this section is initially placed and in use, 25 percent of the noninterest money received for infractions issued by such cameras in excess of the cost to administer, install, operate, and maintain the cameras, including the cost of processing infractions, must be deposited into the Cooper Jones active transportation safety account created in RCW 46.68.480.
- H. The restrictions on the use of automated traffic safety camerasn for enforcement of the traffic violations set forth in this section and any other automated traffic safety camera policies adopted by the city shall be posted on the city's website.

7.06.020 Notice of Infraction.

- A. Whenever any vehicle is photographed by an automated traffic safety camera, a notice of infraction shall be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address. A person receiving a notice of infraction based on

evidence detected by an automated traffic safety camera may respond to the notice by mail.

- B. If the registered owner of the vehicle is a rental car business, the law enforcement agency shall, before a notice of infraction is issued, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the agency by return mail: (1) a statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or (2) a statement under oath that the business is unable to determine who was driving or renting the vehicle when the infraction occurred; or (3) in lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty. Timely mailing of this statement to the agency shall relieve the rental car business of any liability under this chapter for the infraction.
- C. The law enforcement officer issuing a notice of infraction shall include with it a certificate or facsimile thereof, based upon the inspection of photographs, microphotographs or electronic images produced by an automated traffic safety camera, citing the infraction and stating the facts supporting the notice of infraction. This certificate or facsimile shall be prima facie evidence of the facts contained in it and shall be admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction.
- D. The registered owner of a vehicle is responsible for an infraction detected through the use of an automated traffic safety camera unless the registered owner overcomes the presumption set forth in LSMC 7.06.030, or, in the case of a rental car business, satisfies the conditions under LSMC 7.06.030(B)(3). If appropriate, a renter identified under LSMC 7.06.030(B)(3) is responsible for an infraction.
- E. All photographs, microphotographs or electronic images prepared under this chapter are for the exclusive use of law enforcement in the discharge of duties under this chapter and, as provided in 46.63.220(11) RCW, they are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this chapter. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this chapter nor retained longer than necessary to enforce this chapter.

7.06.030 Prima facie presumption.

- A. In a traffic infraction case involving an infraction detected through the use of an automated traffic safety camera under this chapter, proof that the particular vehicle described in the notice of traffic infraction was involved in the stoplight violation or school speed zone violation, together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

- B. This presumption may be overcome only if the registered owner, under oath, states in a written statement to the court or in testimony before the court that the vehicle involved was, at the time, stolen or in the care, custody or control of some person other than the registered owner.

7.06.50 Fine.

- A. The fine for an infraction detected under the authority of this chapter shall be a base monetary penalty of \$145.00;
- B. Provided that the fine for an infraction detected under the authority of this chapter for school speed zone cameras shall be as follows:
 - 1. A base monetary penalty of \$145.00 for the first offense; and
 - 2. A base monetary penalty of \$290 for repeat offenses; and
 - 3. A base monetary penalty of \$290 for any offense in excess of 11 miles per hour over the posted school zone speed limit.
- C. The base monetary fine for all infractions shall automatically be adjusted for inflation every five years, beginning January 1, 2029, based on the changes in the consumer price index as calculated by the State Office of Financial Management for that time period.
- D. Except as provided in this subsection, registered owners of vehicles who receive notices of infraction for automated traffic safety camera-enforced infractions and are recipients of public assistance under Title 74 RCW or participants in the Washington women, infants, and children program, and who request reduced penalties for infractions detected through the use of automated traffic safety camera violations, must be granted reduced penalty amounts of 50 percent of what would otherwise be assessed for a first automated traffic safety camera violation and for subsequent automated traffic safety camera violations issued within 21 days of issuance of the first automated traffic safety camera violation. Eligibility for Medicaid under 74.09.510 RCW is not a qualifying criterion under this subsection. Registered owners of vehicles who receive notices of infraction must be provided with information on their eligibility and the opportunity to apply for a reduction in penalty amounts through the mail, through electronic mail or other accepted means.

10.06.060 . Nonexclusive enforcement.

Nothing in this chapter prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under 46.63.030 RCW.

Section 2. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its

application to other persons or circumstances.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

Section 5. COUNCIL AUTHORIZATION. The City Council shall authorize the placement and plan of operation for all automated traffic camera and related safety equipment including, but not limited to, traffic speed violations; the duration of its operation and the means for determining the effectiveness toward the goal of improved traffic safety within the City.

APPROVED BY A MAJORITY of the Lake Stevens City Council this ____ day
of _____, 2025.

Brett Gailey, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Date of Publication: _____

Effective Date: *This ordinance shall take effect _____, 2025 or 5 days after its enactment, whichever date is last to occur.*

CITY COUNCIL STAFF REPORT



Agenda Date: 5/20/2025

Subject: 2025 Engineering Design and Development Standards (EDDS) Update

Contact Person/Department: Whitney Ojalehto, Kim Klinkers, Public Works

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Review the intent, objectives and process for the 2025 EDDS update.

SUMMARY/BACKGROUND:

The Public Works Department is updating the Lake Stevens Engineering Design and Development Standards (EDDS). The EDDS are technical design and construction standards for transportation, drainage, and utility facilities within the city. The current version is the original 2009 edition. An update is needed for clarity, effectiveness, consistency with current industry standards and regulations, and to achieve the goals of the city's guiding documents.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. EDDS Update

2025 Engineering Design and Development Standards (EDDS) Update

Whitney Ojalehto, Civil Engineer

May 20, 2025

ENGINEERING DESIGN and DEVELOPMENT STANDARDS



Public Works Department

May 2009

1812 Main Street • Lake Stevens, WA 98258
(425) 377-3222 • (425) 334-0835 FAX

EDDS Introduction

INTENT

- Provide clear and consistent engineering design standards
- Provide our community with safe and equitable levels of service and resilient infrastructure
- Applies to public and private transportation, drainage and utility facilities, whenever development occurs
- Administrative guidelines by which the PW Director implements the authority granted by code
- Fit within a larger framework of federal, state and city policies, regulations, and standards

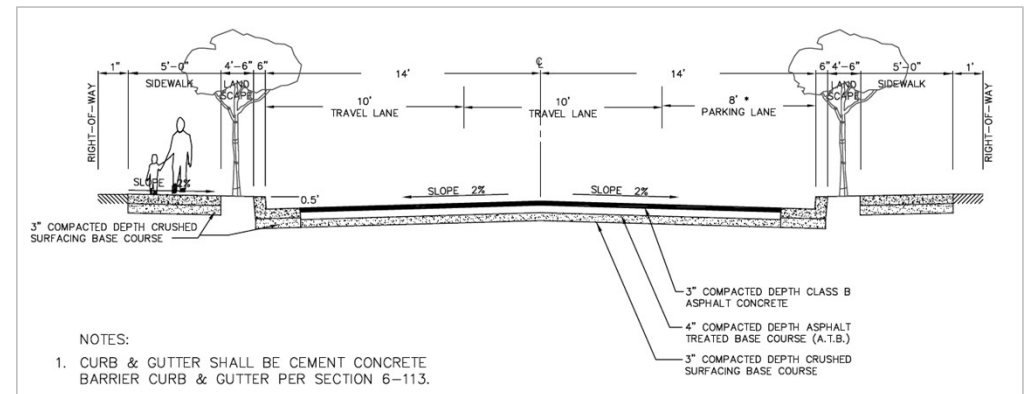
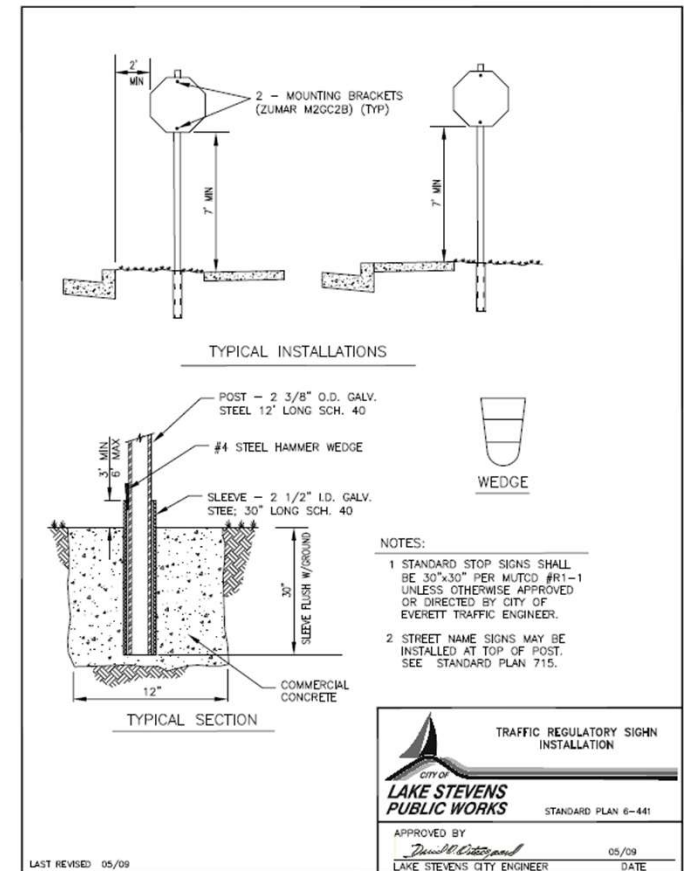


Image Source: Google Maps

EDDS Sections

- 1 – General Considerations
- 2 – Road Design
- 3 – Site Access
- 4 – Surfacing
- 5 – Drainage
- 6 – Road Elements & Roadside Features
- 7 – Bridges
- 8 – Utilities
- 9 – Construction
-
- A – Construction Plan Completeness Checklist
- B – Preliminary and Final Stormwater Site Plan / Drainage Report Template
- C – Deviation Request Form
- D – EDDS Comment / Change Request Form
- E – Record Drawing Checklist
- F – Construction Drawing Review Acknowledgement



2025 Update

WHY IS AN UPDATE NEEDED?

- Consistency with current standards, requirements, and engineering best practices
- Achieve the goals of the Comprehensive Plan, policies of the Lake Stevens Municipal Code, the City's Strategic Plan, the Lake Stevens' Mission and Vision Statements, and the Public Works Strategic Plan
- Provide solutions to EDDS Deviation requests where possible for more efficient development review and predictable, equitable decision-making framework
- Current version is the original, published in 2009

2025 Update

WHAT TO EXPECT

- Updates are planned on a per-chapter basis:
 - 1) Notice of proposed changes (email) with redlined version of the chapter(s) attached
 - 2) 10-day comment period
 - 3) Engineering review of comments
 - 4) Notice of adoption (email) including responses to written comments received and any associated minor revisions
- Collaboration with Planning Dept and harmonizing schedules with current LSMC Update on related topics and shared requirements