

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.

March 10, 2026 - 6:00 PM

City Council Regular Meeting

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

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

or call in at (253) 215-8782

Meeting ID: 83700986621 Passcode: 731573

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
6. **Citizen Comments**
7. **Consent Agenda**
 - A. 2026 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of February 24, 2026 Kelly Chelin
 - C. State and Local Cybersecurity Grant Program (SLCGP) Grant Acceptance Troy Stevens,
Nick Poolos
8. **Executive Session - Confidential Session per RCW 42.30**
 - A. Collective Bargaining and Performance of a Public Employee. Action is expected to follow.
9. **Action Items**
 - A. Proposed Organizational Changes to 2026 Budget Gene Brazel,
Anya Warrington,
Aaron Halverson,
Sarah Garceau

- | | | |
|-----|-------------------------------|-------------------|
| B. | Fee Resolution 2026-02 | Sarah Garceau |
| 10. | City Department Report | |
| 11. | Mayor's Business | |
| 12. | Council Business | Council President |
| 13. | 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, 48 hours prior to this council meeting if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

BLANKET VOUCHER APPROVAL
2026

Payroll Direct Deposits	2/25/2026 & 03/10/2026	\$911,105.11
Electronic Funds Transfers	ACH	\$261,506.12
Claims	65509-65600	\$623,996.95
Void Checks	65339	(\$43,720.00)
Total Vouchers Approved:		\$1,752,888.18

This 10th day of March 2026

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

March 10, 2026



City expenditures by type for this voucher packet		
Personnel Costs	\$911,105	52%
Payroll Federal Taxes	\$166,339	9%
Retirement Benefits - Employer	\$78,223	4%
Other Employer Paid Benefits	\$545	0%
Employee Paid Benefits	\$21,005	1%
Supplies	\$35,641	2%
Professional Services	\$263,176	15%
Capital *	\$190,574	11%
Debt Payments	\$130,001	7%
Void Checks	-\$43,720	-2%
Total	\$1,752,888	100%

Large Purchases *

*PW Roof Replacement Retainage Release \$12,250

*LS Council Chambers & Infrastructure \$76,875

*Catherine Creek Bridge Replacement \$101,449

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 02/19/2026 - 03/05/2026

Total for Period
\$885,503.07

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
2812 Architecture Inc	25-4691_1	101 016 542 30 41 02	ST-Professional Service	PW Space Analysis	65513	\$1,290.00
2812 Architecture Inc	25-4691_1	410 016 531 10 41 01	SW - Professional Services	PW Space Analysis	65513	\$1,290.00
					65513 Total	\$2,580.00
911 Supply Inc	INV-2-59153	001 008 521 20 31 06	LE - Uniform Clothing	Clip on Tie/Buckle - Fox	65514	\$29.05
911 Supply Inc	INV-2-59154	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Jacket - Holland	65514	\$475.43
911 Supply Inc	INV-2-59155	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Pants - Wells	65514	\$163.92
911 Supply Inc	INV-2-59181	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Smith Warren - Valvick	65514	\$38.50
911 Supply Inc	INV-2-59213	001 008 521 20 31 06	LE - Uniform Clothing	Name Tapes	65514	\$78.64
911 Supply Inc	INV-2-59214	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Shirt - Fiske	65514	\$109.66
911 Supply Inc	INV-2-59339	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Pants - Lewis	65514	\$109.07
					65514 Total	\$1,004.27
AAA of Everett Fire Extinguisher Co Inc	EV172622	001 008 521 50 48 00	LE-Facility Repair & Maint	New Fire Extinguishers/Recharges - PD	65515	\$318.71
					65515 Total	\$318.71
Ace Hardware	81981/7	410 016 531 10 31 02	SW - Operating Costs	Composite Shims	65516	\$36.59
Ace Hardware	81984/7	001 010 576 80 31 05	PK-R&M Supplies	Spraypaint for Trash Can Maint at Davies/Swim Beach/Westlake	65516	\$43.67
Ace Hardware	82002/7	101 016 544 90 31 02	ST-Operating Cost	Vinyl Tubing	65516	\$6.46
Ace Hardware	82004/7	410 016 531 10 31 02	SW - Operating Costs	Tape Measure	65516	\$15.29
Ace Hardware	82012/7	001 010 576 80 31 00	PK-Operating Supplies	Sign Fasteners/Deck Screws	65516	\$65.20
Ace Hardware	82026/7	001 010 576 80 31 05	PK-R&M Supplies	Fasteners - Picnic Table Repairs	65516	\$7.80
Ace Hardware	82026/7	001 010 576 80 31 00	PK-Operating Supplies	Replacement Axe Handles	65516	\$45.89
Ace Hardware	82026/7	001 010 576 80 31 00	PK-Operating Supplies	Tools for Truck - Danny	65516	\$56.80
Ace Hardware	82028/7	001 010 576 80 31 05	PK-R&M Supplies	Fasteners/Screwdriver Bits - Davies Dock Tie Off Repair	65516	\$30.48
Ace Hardware	82049/7	410 016 531 10 31 02	SW - Operating Costs	Jaw Pliers	65516	\$48.07
					65516 Total	\$356.25
Alaska Rubber Group Inc	N083580	101 016 544 90 31 02	ST-Operating Cost	Female Cam 2 Male C Aluminum PW28	65517	\$98.10
					65517 Total	\$98.10
Alexander Printing Co Inc	100603	001 007 558 50 31 01	PL-Operating Supplies	Business Cards - T Davis & B Kehler	65518	\$55.14
Alexander Printing Co Inc	100603	001 007 559 30 31 01	PB-Operating Supplies	Business Cards - T Davis & B Kehler	65518	\$55.14
					65518 Total	\$110.28
Allied Roofing Installation Services LLC	2641 RELEASE	304 000 582 20 00 00	Retainage Release	PW Roof Replacement Retainage Release	65519	\$12,250.00
					65519 Total	\$12,250.00
Amazon Capital Services	1619-TXYQ-G1XV	101 016 544 90 31 01	ST-Office Supplies	Notebooks	65520	\$26.94
Amazon Capital Services	1619-TXYQ-G1XV	410 016 531 10 31 01	SW - Office Supplies	Notebooks	65520	\$26.94
Amazon Capital Services	1619-TXYQ-G1XV	001 008 521 50 30 00	LE-Facilities Supplies	SS Floor Box Covers	65520	\$65.24
Amazon Capital Services	16HW-KP9C-PX77	001 008 521 20 31 00	LE-Office Supplies	File Organizer/Wire Key Ring/Fabric Tape	65520	\$51.46
Amazon Capital Services	16YV-JP3W-7FNM	001 008 521 20 31 00	LE-Office Supplies	Batteries	65520	\$41.49
Amazon Capital Services	1714-J3G1-M97D	001 013 518 20 31 00	GG-Operating Costs	Air Freshener for CH	65520	\$19.66
Amazon Capital Services	196L-MG6P-DHDX	001 008 521 20 31 00	LE-Office Supplies	Command Small Wire Toggle Hooks	65520	\$28.62
Amazon Capital Services	1CXR-K7XD-W1G9	001 008 521 20 31 00	LE-Office Supplies	Brother 4-Pack Printer Toner	65520	\$312.53
Amazon Capital Services	1CXR-K7XD-W1G9	001 008 521 20 31 00	LE-Office Supplies	Brother HL-L3280CDW Wireless Compact Digital Color Printer	65520	\$377.06
Amazon Capital Services	1FYT-HXVH-JM4G	101 016 544 90 31 02	ST-Operating Cost	Electric Spin Scrubbers for DeWalt 20V Battery	65520	\$236.70
Amazon Capital Services	1FYT-HXVH-JM4G	101 016 544 90 31 02	ST-Operating Cost	Pump Sprayer	65520	\$27.31
Amazon Capital Services	1GFF-T6DT-GQH9	001 008 521 20 31 06	LE - Uniform Clothing	Earmold Earpieces	65520	\$90.57
Amazon Capital Services	1HN9-CVCM-FT9T	410 016 531 10 31 02	SW - Operating Costs	Paint Brushes	65520	\$9.09
Amazon Capital Services	1HN9-CVCM-FT9T	101 016 544 90 31 02	ST-Operating Cost	Pump Sprayer/Paint Brushes	65520	\$63.72

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1J41-7649-GPMX	101 016 544 90 31 02	ST-Operating Cost	Radiator Heater	65520	\$87.43
Amazon Capital Services	1J41-7649-NNLK	001 008 521 20 31 00	LE-Office Supplies	Peg Board	65520	\$36.50
Amazon Capital Services	1J41-7649-NNLK	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Rain-X Wiper Blades	65520	\$108.36
Amazon Capital Services	1LJV-CXTG-K3TM	001 010 576 80 31 01	PK-Ops-Clothing	Boots - R Anderson	65520	\$191.28
Amazon Capital Services	1LJV-CXTG-K3TM	001 010 576 80 31 00	PK-Operating Supplies	Emergency Aid Supplies	65520	\$240.57
Amazon Capital Services	1PT4-YGPQ-VCPW	001 008 521 20 31 00	LE-Office Supplies	HP Toner Cartridges	65520	\$572.67
Amazon Capital Services	1PVT-DDGT-K173	001 013 518 10 30 00	LEAN Training - Supplies	Lean Green Belt Supplies	65520	\$708.28
Amazon Capital Services	1VCX-W7CL-KD74	001 008 521 20 31 00	LE-Office Supplies	File Organizer/Batteries/Headphones/Envelope Opener	65520	\$77.42
Amazon Capital Services	1W4N-XW1L-7CQ1	001 005 518 10 31 01	HR- Operating Supplies	Post It Notes/Screen Wipes/Envelopes	65520	\$60.58
Amazon Capital Services	1YLD-13N6-Y6X9	001 008 521 50 30 00	LE-Facilities Supplies	Chain Link Fence	65520	\$163.95
Amazon Capital Services	1YQM-Q134-HLH7	001 013 518 20 31 00	GG-Operating Costs	Breakaway Lanyards	65520	\$16.38
Amazon Capital Services	1YQM-Q134-HLH7	101 016 544 90 31 01	ST-Office Supplies	Card Holder/Staples/Binding Coils	65520	\$42.09
Amazon Capital Services	1YQM-Q134-HLH7	410 016 531 10 31 01	SW - Office Supplies	Card Holder/Staples/Binding Coils	65520	\$42.09
					65520 Total	\$3,724.93
Anderson	10162	001 008 521 20 31 04	LE-Donation Exp - Other	16oz Cement Vessel Candles	65521	\$1,885.43
					65521 Total	\$1,885.43
ARC Architects Inc	13	306 013 594 18 60 00	FC - Municipal Campus GG	LS Council Chambers & Infrastructure	65522	\$76,875.00
					65522 Total	\$76,875.00
Astound	103946401-0012010	001 010 576 80 42 00	PK-Communication	Fiber Leases	65523	\$634.41
Astound	103946401-0012010	001 002 513 11 42 00	AD-Communications	Wave Internet/Telecom Services	65523	\$96.35
Astound	103946401-0012010	001 003 514 20 42 00	CC-Communications	Wave Internet/Telecom Services	65523	\$192.71
Astound	103946401-0012010	001 004 514 23 42 00	FI-Communications	Wave Internet/Telecom Services	65523	\$192.70
Astound	103946401-0012010	001 005 518 10 42 00	HR-Communications	Wave Internet/Telecom Services	65523	\$96.35
Astound	103946401-0012010	001 006 518 80 42 00	IT-Communications	Wave Internet/Telecom Services	65523	\$289.06
Astound	103946401-0012010	001 007 558 50 42 00	PL-Communication	Wave Internet/Telecom Services	65523	\$626.62
Astound	103946401-0012010	001 007 559 30 42 00	PB-Communication	Wave Internet/Telecom Services	65523	\$96.35
Astound	103946401-0012010	001 008 521 20 42 00	LE-Communication	Wave Internet/Telecom Services	65523	\$3,277.30
Astound	103946401-0012010	001 012 575 30 42 00	CS- Museum - Communications	Wave Internet/Telecom Services	65523	\$96.35
Astound	103946401-0012010	001 012 575 50 42 00	CS- The Mill- Communication	Wave Internet/Telecom Services	65523	\$96.36
Astound	103946401-0012010	001 013 518 20 42 00	GG-Communication	Wave Internet/Telecom Services	65523	\$385.41
Astound	103946401-0012010	101 016 543 30 42 00	ST-Communications	Wave Internet/Telecom Services	65523	\$554.52
Astound	103946401-0012010	410 016 531 10 42 00	SW - Communications	Wave Internet/Telecom Services	65523	\$554.52
					65523 Total	\$7,189.01
AT&T Mobility LLC	287351657998X02272026	001 008 521 20 42 00	LE-Communication	Wireless Cell Service	65524	\$1,849.14
AT&T Mobility LLC	287351658267X02272026	101 016 543 30 42 00	ST-Communications	Wireless Cell Service	65524	\$606.46
AT&T Mobility LLC	287351658267X02272026	410 016 531 10 42 00	SW - Communications	Wireless Cell Service	65524	\$606.46
AT&T Mobility LLC	287354121770X02272026	001 001 511 60 42 00	Legislative - Communication	Wireless Cell Service	65524	\$315.88
AT&T Mobility LLC	287354121770X02272026	001 001 513 10 42 00	Executive - Communication	Wireless Cell Service	65524	\$39.60
AT&T Mobility LLC	287354121770X02272026	001 002 513 11 42 00	AD-Communications	Wireless Cell Service	65524	\$39.60
AT&T Mobility LLC	287354121770X02272026	001 003 514 20 42 00	CC-Communications	Wireless Cell Service	65524	\$158.40
AT&T Mobility LLC	287354122304X02272026	001 004 514 23 42 00	FI-Communications	Wireless Cell Service	65524	\$166.18
AT&T Mobility LLC	287354123039X02272026	001 005 518 10 42 00	HR-Communications	Wireless Cell Service	65524	\$692.16
AT&T Mobility LLC	287354123762X02272026	001 006 518 80 42 00	IT-Communications	Wireless Cell Service	65524	\$237.60
AT&T Mobility LLC	287354124740X02272026	001 007 558 50 42 00	PL-Communication	Wireless Cell Service	65524	\$230.12
AT&T Mobility LLC	287354124740X02272026	001 007 559 30 42 00	PB-Communication	Wireless Cell Service	65524	\$230.12
AT&T Mobility LLC	287354125324X02272026	001 010 576 80 42 00	PK-Communication	Wireless Cell Service	65524	\$593.91
					65524 Total	\$5,765.63
AT&T Mobility-CC	WFY012026	001 008 521 20 42 00	LE-Communication	Wireless Devices Plans	65525	\$1,548.13
AT&T Mobility-CC	WQI012026	001 007 559 30 42 00	PB-Communication	Wireless Devices Plans	65525	\$128.51

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
AT&T Mobility-CC	WQI012026	001 010 576 80 42 00	PK-Communication	Wireless Devices Plans	65525	\$31.02
AT&T Mobility-CC	WQI012026	101 016 543 30 42 00	ST-Communications	Wireless Devices Plans	65525	\$141.81
AT&T Mobility-CC	WQI012026	410 016 531 10 42 00	SW - Communications	Wireless Devices Plans	65525	\$141.80
					65525 Total	\$1,991.27
Bickford Motors Inc	6332	101 016 544 90 31 02	ST-Operating Cost	Cover PW85	65526	\$328.61
Bickford Motors Inc	6332	410 016 531 10 31 02	SW - Operating Costs	Cover PW85	65526	\$328.61
Bickford Motors Inc	7598	101 016 542 30 48 00	ST-Repair & Maintenance	Pump Assy PW50	65526	\$302.32
Bickford Motors Inc	7598	410 016 531 10 48 00	SW - Repairs & Maintenance	Pump Assy PW50	65526	\$302.33
					65526 Total	\$1,261.87
Brazel	032326 BRAZEL	001 002 513 11 49 00	AD-Staff Development	WOW Conf Meal PerDiem - Brazel	65527	\$147.00
					65527 Total	\$147.00
Carstar Collision Specialties	2383	410 016 531 10 48 00	SW - Repairs & Maintenance	Vehicle Repair Services 2021 Ford F-150 XL SuperCrew	65528	\$5,159.84
					65528 Total	\$5,159.84
CDW Government Inc	AI3DX6K	510 006 518 80 49 51	Sft Lcns & Maint - Infra Srvs	Azure Overages 01-2026	65529	\$374.29
CDW Government Inc	AI3KI94N	001 006 518 80 31 00	IT- Operating Supplies	Apple A16 Ipad Wifi 128GB Refund	65529	(\$370.13)
					65529 Total	\$4.16
City of Everett	I26001153	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 01-2026	65530	\$2,020.00
					65530 Total	\$2,020.00
City of Marysville	26-0001	001 008 523 60 41 00	LE-Jail	Housing Services 01-2026	65531	\$8,274.14
City of Marysville	26-0001	001 008 523 60 41 00	LE-Jail	Medical Services 01-2026	65531	\$1,175.00
City of Marysville	26-0001	001 008 523 60 41 00	LE-Jail	SCJ Video Court Services 01-2026	65531	\$1,228.40
City of Marysville	26-0001	001 008 523 60 41 00	LE-Jail	Video Court Services 01-2026	65531	\$754.00
					65531 Total	\$11,431.54
Code Publishing LLC	GC00134018	510 006 518 80 49 51	Sft Lcns & Maint - Infra Srvs	eCode360 Annual Maint	65532	\$626.64
					65532 Total	\$626.64
Data Transfer Solutions LLC	1455543	510 006 518 80 49 51	Sft Lcns & Maint - Infra Srvs	VueWorks Annual Support & Maint	65533	\$21,860.00
					65533 Total	\$21,860.00
DataQuest LLC	26779	001 007 558 50 41 00	PL-Professional Servc	Background Checks	65534	\$178.16
					65534 Total	\$178.16
David Evans and Associates Inc	610643	411 016 594 31 60 05	Catherine Creek/36th St Bridge	Catherine Creek Bridge Replacement	65535	\$101,449.06
					65535 Total	\$101,449.06
Day & Nite Plumbing & Heating Inc	159629375	001 008 521 50 48 00	LE-Facility Repair & Maint	HVAC Service Call PD	65536	\$2,590.18
					65536 Total	\$2,590.18
Dept of Licensing	020726 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/01/26 - 02/07/26	65537	\$408.00
Dept of Licensing	021426 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/08/26 - 02/14/26	65537	\$276.00
Dept of Licensing	022826 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/22/26 - 02/28/26	65537	\$600.00
					65537 Total	\$1,284.00
Dept of Retirement (Deferred Comp)	2252026	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT1	\$8,325.84
					EFT1 Total	\$8,325.84
Dept of Retirement PERS LEOFF	2252026	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$78,070.42
Dept of Retirement PERS LEOFF	2252026	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$152.08
					EFT Total	\$78,222.50
Dept of Transportation	RE 41 JZ806L002	001 007 558 70 31 00	PL - Citywide Beautification	Wayfinding Signage Review/Inspection	65538	\$246.57
					65538 Total	\$246.57
Dicks Towing Inc	18324738	001 008 521 20 41 00	LE-Professional Services	Evidence Towing	65539	\$196.08
Dicks Towing Inc	18324986	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2026-03860	65539	\$197.16
Dicks Towing Inc	18325132	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2026-03124	65539	\$197.16
Dicks Towing Inc	18325134	001 008 521 20 41 00	LE-Professional Services	Evidence Towing	65539	\$196.08
					65539 Total	\$786.48

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Economic Alliance Snohomish County	14970	001 002 513 11 49 00	AD-Staff Development	DC Fly-In Registration - Brazel	65540	\$2,500.00
Economic Alliance Snohomish County	14970	001 001 513 10 49 01	Executive - Prof. Development	DC Fly-In Registration - Gailey	65540	\$2,500.00
					65540 Total	\$5,000.00
EFTPS	2252026	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$166,338.68
					EFT Total	\$166,338.68
Electronic Business Machines	AR326489	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	65541	\$26.34
Electronic Business Machines	AR326489	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	65541	\$26.34
Electronic Business Machines	AR326489	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	65541	\$26.34
Electronic Business Machines	AR326490	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2XW05905	65541	\$51.03
					65541 Total	\$130.05
Evans	020226 EVANS	101 016 542 90 31 01	ST-Clothing	Keen Boots Reimb - J Evans	65542	\$142.09
					65542 Total	\$142.09
Fastenal Company	WAARN181597	101 016 544 90 31 02	ST-Operating Cost	Glasses/QwkStiks/Gloves/ValvePart Resp	65543	\$58.37
Fastenal Company	WAARN181597	410 016 531 10 31 02	SW - Operating Costs	Glasses/QwkStiks/Gloves/ValvePart Resp	65543	\$58.37
					65543 Total	\$116.74
FBI - LEEDA	46230177-26	001 008 521 20 49 00	LE-Dues & Memberships	FBI-LEEDA Membership Dues - Thomas	65544	\$50.00
					65544 Total	\$50.00
Feldman & Lee PS	02-2026 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 02-2026	65545	\$16,000.00
Feldman & Lee PS	2026 LKS-SSP-2	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 02-2026	65545	\$1,000.00
Feldman & Lee PS	2026 LKS-SSP-2	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service OPD Program 02-2026	65545	\$667.00
Feldman & Lee PS	2026 LKS-SSP-2	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service Program 02-2026	65545	\$460.00
					65545 Total	\$18,127.00
First Responder Outfitters Inc	27525-3	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit - Schedler	65546	\$565.08
					65546 Total	\$565.08
FRSecure LLC	BD0011739	001 006 518 80 41 00	IT-Professional Services	Roadmap Final Payment	65547	\$1,500.00
					65547 Total	\$1,500.00
Gailey	031426 GAILEY	001 001 513 10 49 01	Executive - Prof. Development	NLC Conf Flight Reimb - Gailey	65548	\$666.80
Gailey	031426 GAILEY	001 001 513 10 49 01	Executive - Prof. Development	NLC Conf Meal PerDiem - Gailey	65548	\$368.00
					65548 Total	\$1,034.80
Galls LLC	33409707	001 008 521 20 31 06	LE - Uniform Clothing	Boots Return - Savchuk 2025	65549	(\$116.13)
Galls LLC	33991207	001 008 521 20 31 06	LE - Uniform Clothing	Womens Uniform Shirt - Byrum	65549	\$63.18
Galls LLC	34099346	001 008 521 20 31 06	LE - Uniform Clothing	Salomon X Ultra Forces MID GTX - Barnes	65549	\$196.70
					65549 Total	\$143.75
Gardner	1021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Equipment Installation PT-26-1	65550	\$3,600.09
Gardner	1024	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Equipment Removal PD 2015 Subaru Admin Vehicle	65550	\$108.60
Gardner	1026	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Install Rear Window Lights I-25-12	65550	\$108.60
					65550 Total	\$3,817.29
GCP WW Holdco LLC	INV1200006136	101 016 542 90 31 01	ST-Clothing	Steel Toe Boots - J Evans	65551	\$192.88
					65551 Total	\$192.88
GLPK LLC	1794	001 008 521 20 41 01	LE-Professional Serv-Fixed	Janitorial Service - PD	65552	\$1,130.00
GLPK LLC	1794	001 000 382 20 00 00	Retainage	Janitorial Service - PD Retainage	65552	(\$113.00)
					65552 Total	\$1,017.00
Hometown Values Magazine	6772SPA	001 010 576 80 42 01	PK-Advertising Services	Mill Specific Mailer	65553	\$450.00
					65553 Total	\$450.00
Honey Bucket	555385657	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	65554	\$182.05
Honey Bucket	555390688	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	65554	\$305.25
					65554 Total	\$487.30
HSA Bank	2252026	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	65509	\$325.00
					65509 Total	\$325.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
ICMA Membership Renewals	1165673 (2026)	001 005 518 10 49 01	HR-Staff Development	ICMA Membership Renewal - Warrington	65555	\$200.00
					65555 Total	\$200.00
ICONIX Waterworks US Inc	U2616005801	101 016 544 90 31 02	ST-Operating Cost	Utility Handles/Pins/Nuts/Springs/Couplings - Decant	65556	\$146.08
ICONIX Waterworks US Inc	U2616005801	410 016 531 10 31 02	SW - Operating Costs	Utility Handles/Pins/Nuts/Springs/Couplings - Decant	65556	\$146.09
ICONIX Waterworks US Inc	U2616006518	410 016 531 10 31 02	SW - Operating Costs	Solid Natural Bricks/Locking Frame & Cover	65556	\$555.31
					65556 Total	\$847.48
Industrial Bolt and Supply Inc	899360-1	101 016 544 90 31 02	ST-Operating Cost	Cond Discs/Tree Retainer/Fuse Holder Cover/Connectors/Washers	65557	\$63.82
Industrial Bolt and Supply Inc	899360-1	410 016 531 10 31 02	SW - Operating Costs	Cond Discs/Tree Retainer/Fuse Holder Cover/Connectors/Washers	65557	\$63.82
					65557 Total	\$127.64
Jamie S Kim PS Inc	02-2026 DEFENSE	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Public Defender Services 02-2026	65558	\$450.00
					65558 Total	\$450.00
Lake Stevens Chamber of Commerce	03-2026 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 03-2026	65559	\$1,500.00
					65559 Total	\$1,500.00
Lake Stevens Police Guild	2252026	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	65510	\$1,982.31
					65510 Total	\$1,982.31
Lakeside Industries Inc	350147	101 016 542 70 31 00	ST-Roadside - Supply	Pot Hole Mix	65560	\$1,265.69
					65560 Total	\$1,265.69
Lemay Mobile Shredding Inc	4918642S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	65561	\$24.95
Lemay Mobile Shredding Inc	4923363S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	65561	\$49.90
					65561 Total	\$74.85
LEPS-PSS PLLC	6193	001 008 521 20 41 00	LE-Professional Services	Post-COE Psychological Evaluation	65562	\$480.00
LEPS-PSS PLLC	6891	001 008 521 20 41 00	LE-Professional Services	Post-COE Psychological Evaluation	65562	\$450.00
					65562 Total	\$930.00
McLoughlin & Eardley Group Inc	288017	001 008 521 20 31 02	LE-Minor Equipment	Panasonic Toughbook for PD Vehicle	65563	\$3,423.28
					65563 Total	\$3,423.28
Millerstoultime	22426107170	101 016 544 90 31 02	ST-Operating Cost	Solus Plus	65564	\$1,693.61
Millerstoultime	22426107170	410 016 531 10 31 02	SW - Operating Costs	Solus Plus	65564	\$1,693.61
					65564 Total	\$3,387.22
MissionSquare - 108991	6913445	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	65511	\$545.23
					65511 Total	\$545.23
MissionSquare - 307428	6461225	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	65512	\$1,752.77
					65512 Total	\$1,752.77
Morgan	032326 MORGAN	001 008 521 40 49 01	LE- Staff Development	Records Academy Meal PerDiem - Morgan	65565	\$135.00
					65565 Total	\$135.00
Nationwide Retirement Solution	2252026	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$7,564.64
					EFT Total	\$7,564.64
Ogden Murphy Wallace PLLC	923714	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 01-2026	65566	\$47,642.60
Ogden Murphy Wallace PLLC	923714	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 01-2026 PRR	65566	\$795.80
Ogden Murphy Wallace PLLC	923714	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 01-2026 Sewer	65566	\$1,448.40
					65566 Total	\$49,886.80
Owen Equipment Company	122381	410 016 531 10 31 02	SW - Operating Costs	WLDT Tensioner/Idler Pulley/Misc Parts PW65	65567	\$2,180.25
Owen Equipment Company	122387	410 016 531 10 31 02	SW - Operating Costs	WLDT Tensioner/Idler Pulley/Misc Parts PW65	65567	\$2,602.08
Owen Equipment Company	122430	410 016 531 10 31 02	SW - Operating Costs	WLDT Tensioner PW65	65567	\$637.63
Owen Equipment Company	00122381 Return	410 016 531 10 31 02	SW - Operating Costs	WLDT Tensioner/Idler Pulley/Misc Parts PW65 Refund	65567	(\$2,180.25)
					65567 Total	\$3,239.71
Pitney Bowes Bank Inc	02-2026 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	65568	\$103.12
Pitney Bowes Bank Inc	02-2026 POSTAGE	001 010 576 80 42 00	PK-Communication	Postage	65568	\$6.28
Pitney Bowes Bank Inc	02-2026 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	65568	\$304.56
					65568 Total	\$413.96

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Precision Turf Equipment LLC	12088-63707	001 010 576 80 31 05	PK-R&M Supplies	Cavalero Mower Maint Parts	65569	\$308.18
Precision Turf Equipment LLC	12088-63707	001 010 576 80 31 03	PK- Equipment & Tools	Mulch Kit Velocity Deck Cavalero	65569	\$452.77
					65569 Total	\$760.95
Pye-Barker Fire & Safety LLC	7844885	001 010 576 80 41 00	PK-Professional Services	Access Monitoring Lundeen Park	65570	\$19.51
Pye-Barker Fire & Safety LLC	7844885	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	65570	\$700.60
Pye-Barker Fire & Safety LLC	7844885	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	65570	\$734.78
Pye-Barker Fire & Safety LLC	7844885	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	65570	\$343.61
Pye-Barker Fire & Safety LLC	7844885	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	65570	\$343.61
Pye-Barker Fire & Safety LLC	7844885	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	65570	\$343.61
Pye-Barker Fire & Safety LLC	7844885	001 010 576 80 41 00	PK-Professional Services	Intrusion Monitoring Eagle Ridge	65570	\$142.09
Pye-Barker Fire & Safety LLC	7844886	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 1825 S Lake 03-2026	65570	\$1,372.89
Pye-Barker Fire & Safety LLC	7844887	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 10518 18th St 03-2026	65570	\$111.12
Pye-Barker Fire & Safety LLC	7970653	001 013 518 20 31 00	GG-Operating Costs	Prox Cards PW	65570	\$120.23
					65570 Total	\$4,232.05
Rau	JMR202	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcript of Trial Reports	65571	\$393.00
					65571 Total	\$393.00
Rexel USA Inc	7C22866	001 008 521 50 30 00	LE-Facilities Supplies	Floor Box Cover Adapter Ring	65572	\$34.43
Rexel USA Inc	7C22866	001 013 518 20 31 00	GG-Operating Costs	HID Retrofit LED Lamps - Library	65572	\$80.52
Rexel USA Inc	7C22866	005 000 518 20 30 00	RP - Operating Supplies	LED Type-B Ballast Bypass Lamp with Battery Backup	65572	\$226.08
					65572 Total	\$341.03
Schwindt	020426 SCHWINDT	001 007 558 50 49 01	PL-Staff Development	Reimb Parking Fees for MPAC Seminar - Schwindt	65573	\$40.01
					65573 Total	\$40.01
SHI International Corp	B20863620	001 006 518 80 31 00	IT- Operating Supplies	Remote Management Adapter	65574	\$373.16
SHI International Corp	B20866928	001 006 518 80 31 00	IT- Operating Supplies	CyberPower PFC Sinewave Series	65574	\$398.05
					65574 Total	\$771.21
Snohomish County 911	9162	001 008 528 00 41 00	LE-SNO911	Dispatch Services 03-2026	65575	\$34,457.15
					65575 Total	\$34,457.15
Snohomish County PUD	106582425	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	65576	\$56.52
Snohomish County PUD	106585026	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	65576	\$161.58
Snohomish County PUD	106585026	101 016 542 64 47 00	ST-Traffic Control - Utility	202013249 Traffic Signal 7441 20th St SE	65576	\$120.87
Snohomish County PUD	109877807	001 010 576 80 47 00	PK-Utilities	202340527 Old Decant 12701 36th St NE	65576	\$18.84
Snohomish County PUD	109877807	101 016 543 50 47 00	ST-Utilities	202340527 Old Decant 12701 36th St NE	65576	\$18.84
Snohomish County PUD	109877807	410 016 531 10 47 00	SW - Utilities	202340527 Old Decant 12701 36th St NE	65576	\$18.84
Snohomish County PUD	126367314	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	65576	\$173.41
Snohomish County PUD	126368564	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	65576	\$821.07
Snohomish County PUD	136283621	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	65576	\$33.66
Snohomish County PUD	139489438	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	65576	\$95.87
Snohomish County PUD	142847395	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	65576	\$98.03
Snohomish County PUD	149511872	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	65576	\$515.38
Snohomish County PUD	149511872	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	65576	\$515.39
Snohomish County PUD	149511872	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	65576	\$515.39
Snohomish County PUD	152836579	001 010 576 80 47 00	PK-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	65576	\$102.06
Snohomish County PUD	152836579	101 016 543 50 47 00	ST-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	65576	\$102.07
Snohomish County PUD	152836579	401 070 535 10 47 01	Sewer Dist Utilities	222947715 Decant Electric/Water 12703 31st PL NE	65576	\$306.21
Snohomish County PUD	152836579	410 016 531 10 47 00	SW - Utilities	222947715 Decant Electric/Water 12703 31st PL NE	65576	\$102.07
Snohomish County PUD	156106717	001 010 576 80 47 00	PK-Utilities	223973587 Sunset Park Electric	65576	\$58.67
Snohomish County PUD	159300213	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	65576	\$186.38
Snohomish County PUD	159300213	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	65576	\$186.33
Snohomish County PUD	159300213	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	65576	\$186.32

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	159302150	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	65576	\$73.96
Snohomish County PUD	162454163	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Row Club Electric/Water	65576	\$257.91
Snohomish County PUD	165647673	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	65576	\$31.87
Snohomish County PUD	165650212	001 010 576 80 47 00	PK-Utilities	223759374 Cedarwood Water	65576	\$73.96
					65576 Total	\$4,831.50
Snohomish County Sheriffs Office	I2025-8989	001 008 523 60 41 00	LE-Jail	Jail Services 01-2026	65577	\$19,101.05
Snohomish County Sheriffs Office	I2026-9007	001 008 523 60 41 00	LE-Jail	Jail Services Medical 01-2026	65577	\$437.86
					65577 Total	\$19,538.91
Sound Publishing Inc	EDH1025730	001 013 518 30 41 01	GG-Advertising	CC Meeting Cancellation 02/10/26	65578	\$19.04
Sound Publishing Inc	EDH1026133	001 013 518 30 41 01	GG-Advertising	CC Special Meeting 02/07/26	65578	\$56.88
Sound Publishing Inc	EDH1026567	001 013 518 30 41 01	GG-Advertising	CC Special Meeting 02/17/26	65578	\$32.80
					65578 Total	\$108.72
Sound Safety Products Co Inc	721468/1	101 016 542 90 31 01	ST-Clothing	Boots - VanOstrand	65579	\$225.28
Sound Safety Products Co Inc	721468/1	101 016 542 90 31 01	ST-Clothing	Hoodie/Pants - VanOstrand	65579	\$161.54
Sound Safety Products Co Inc	728893/1	001 010 576 80 31 01	PK-Ops-Clothing	Bib Pants - J Langland	65579	\$168.14
					65579 Total	\$554.96
Sprague Pest Solutions	6101907	001 010 576 80 41 00	PK-Professional Services	Pest Control - PW Shop	65580	\$68.33
Sprague Pest Solutions	6101907	101 016 542 30 41 02	ST-Professional Service	Pest Control - PW Shop	65580	\$68.33
Sprague Pest Solutions	6101907	410 016 531 10 41 01	SW - Professional Services	Pest Control - PW Shop	65580	\$68.33
Sprague Pest Solutions	6101935	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	65580	\$112.57
					65580 Total	\$317.56
Springbrook Nursery and Trucking Inc	392076	410 016 531 10 31 02	SW - Operating Costs	Pea Gravel	65581	\$155.37
					65581 Total	\$155.37
Stericycle Inc	8013429889	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal PD	65582	\$10.36
					65582 Total	\$10.36
TargetSolutions Learning LLC	INV136279	510 006 518 80 49 51	Sft Lcns & Maint - Infra Srvs	Vector Evaluations Annual	65583	\$1,317.77
					65583 Total	\$1,317.77
The Daily Herald	2026 HERALD	001 013 518 20 31 00	GG-Operating Costs	2026 Herald Subscription	65584	\$350.88
					65584 Total	\$350.88
Thyssenkrupp Elevator Corporation	3009241172	001 008 521 50 48 00	LE-Facility Repair & Maint	Elevator Service - 1825 S Lake Stevens Rd	65585	\$1,005.91
					65585 Total	\$1,005.91
Trueheart Family Counseling	2035	001 005 517 90 41 00	HR-Wellness Program Services	Mental Health Counseling Services	65586	\$1,000.00
					65586 Total	\$1,000.00
US Bank St Paul	3149077	214 008 592 21 83 00	2019A-1 LTGO Interest Pymt PD	LAKSLTGO19A1 Interest	65587	\$120,425.00
US Bank St Paul	3149387	214 008 592 21 83 01	2019A-2 LTGO Interest Pmt PD	LAKSLTGO19A2 Interest	65587	\$9,576.00
					65587 Total	\$130,001.00
US Postal Service	2026 BOX	001 013 518 20 41 00	GG-Professional Service	2026 Post Office Box Rental	65588	\$376.00
					65588 Total	\$376.00
Vick	031526 VICK	001 008 521 40 49 01	LE- Staff Development	Animal Control Academy Meal PerDiem - Vick	65589	\$920.00
					65589 Total	\$920.00
Washington Alarm Inc	680690	001 013 518 20 41 00	GG-Professional Service	Fire Alarm Monitoring 10515 20th St SE 03-2026	65590	\$53.12
Washington Alarm Inc	680691	001 013 518 20 41 00	GG-Professional Service	Elevator Monitoring 10515 20th St SE 03-2026	65590	\$29.52
Washington Alarm Inc	680692	005 000 518 20 40 02	Rental Property Services	Fire Alarm Monitoring 10519 20th St SE 03-2026	65590	\$53.12
					65590 Total	\$135.76
Washington State Department of Ecology	26-WAR045523B-1	410 016 531 10 41 08	SW - DOE Annual Permit/Monitor	FY 2026 Muni Stormwater Phase 2	65591	\$16,851.50
					65591 Total	\$16,851.50
Washington State Patrol	I2604427	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	65592	\$240.00
					65592 Total	\$240.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Washington State Support Registry	2252026	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$1,054.46
					EFT Total	\$1,054.46
West Coast Code Consultants Inc	2026-613-JAN	001 007 558 50 41 04	Permit Related Professional Sr	Building Inspection Services 01-2026	65593	\$6,602.38
					65593 Total	\$6,602.38
WEX Bank	110819032	001 008 521 20 32 00	LE-Fuel	Fuel	65594	\$11,529.89
					65594 Total	\$11,529.89
Wick	022726 DWC	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	MHP Consultant Services 02-2026	65595	\$1,241.00
					65595 Total	\$1,241.00
Willards Pest Control Co	453853	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	65596	\$91.69
					65596 Total	\$91.69
WR Lake Stevens LLC	02-2026 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles	65597	\$700.00
					65597 Total	\$700.00
Zachor Stock & Krepps Inc PS	26-LKS-0002	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services Rendered 02-2026	65598	\$17,235.21
					65598 Total	\$17,235.21
ZiPLY Fiber	02-2026 ZIPLY CITY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	65599	\$0.00
ZiPLY Fiber	02-2026 ZIPLY CITY	001 002 513 11 42 00	AD-Communications	ZiPLY Internet/Telecom Services	65599	\$9.55
ZiPLY Fiber	02-2026 ZIPLY CITY	001 003 514 20 42 00	CC-Communications	ZiPLY Internet/Telecom Services	65599	\$19.09
ZiPLY Fiber	02-2026 ZIPLY CITY	001 004 514 23 42 00	FI-Communications	ZiPLY Internet/Telecom Services	65599	\$19.09
ZiPLY Fiber	02-2026 ZIPLY CITY	001 005 518 10 42 00	HR-Communications	ZiPLY Internet/Telecom Services	65599	\$9.54
ZiPLY Fiber	02-2026 ZIPLY CITY	001 006 518 80 42 00	IT-Communications	ZiPLY Internet/Telecom Services	65599	\$28.64
ZiPLY Fiber	02-2026 ZIPLY CITY	001 007 558 50 42 00	PL-Communication	ZiPLY Internet/Telecom Services	65599	\$62.08
ZiPLY Fiber	02-2026 ZIPLY CITY	001 007 559 30 42 00	PB-Communication	ZiPLY Internet/Telecom Services	65599	\$9.55
ZiPLY Fiber	02-2026 ZIPLY CITY	001 008 521 20 42 00	LE-Communication	ZiPLY Internet/Telecom Services	65599	\$324.69
ZiPLY Fiber	02-2026 ZIPLY CITY	001 012 575 30 42 00	CS- Museum - Communications	ZiPLY Internet/Telecom Services	65599	\$9.54
ZiPLY Fiber	02-2026 ZIPLY CITY	001 012 575 50 42 00	CS- The Mill- Communication	ZiPLY Internet/Telecom Services	65599	\$9.55
ZiPLY Fiber	02-2026 ZIPLY CITY	001 013 518 20 42 00	GG-Communication	ZiPLY Internet/Telecom Services	65599	\$38.18
ZiPLY Fiber	02-2026 ZIPLY CITY	101 016 543 30 42 00	ST-Communications	ZiPLY Internet/Telecom Services	65599	\$54.94
ZiPLY Fiber	02-2026 ZIPLY CITY	410 016 531 10 42 00	SW - Communications	ZiPLY Internet/Telecom Services	65599	\$54.94
ZiPLY Fiber	02-2026 ZIPLY CITY	005 000 518 20 40 01	Rental Property Utilities	ZiPLY Internet/Telecom Services 10515 20th St	65599	\$0.00
ZiPLY Fiber	02-2026 ZIPLY CITY	001 012 575 30 47 00	CS- Museum - Utilities	ZiPLY Internet/Telecom Services Museum	65599	\$0.00
ZiPLY Fiber	02-2026 ZIPLY PD	001 008 521 20 42 00	LE-Communication	Ethernet Internet Access 1825 S Lake Stevens Rd	65599	\$728.00
					65599 Total	\$1,377.38
Zoom Communications Inc	INV-340362807	510 006 518 80 49 51	Sft Lcns & Maint - Infra Svs	Zoom Cloud Overage Fees 01-2026	65600	\$52.50
					65600 Total	\$52.50

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES

February 24, 2026, at 6:00 p.m.

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

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

ELECTED OFFICIALS PRESENT: Council President Anji Jorstad,
Councilmembers Ryan Donoghue, Sabina
Araya, Brian McManus, Tosha Edwards,
Kymm Shipman and Nathan Packard

Call to Order

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

Pledge of Allegiance

Mayor Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present.

Approval of Agenda

MOTION. Councilmember Packard made a motion, seconded by Councilmember McManus, to approve the agenda. The motion passed 7-0-0-0.

Guest Business

Sno-Isle Library Introduction

New Employee Introductions-Troy Davis, Senior Planner, Brian Kelner, Building Supervisor, Anthony Nakshabandi, Building Inspector 1

Employee Promotion-Caleb Glaser, Plans Examiner

Citizen Comments

Bruce Wolverton, Lake Stevens. Bruce spoke about the maintenance at Bryce Park.

Consent Agenda

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

The consent agenda items were as follows:

- 2026 Vouchers
- City Council Meeting Minutes of January 20, 2026
- City Council Meeting Minutes of January 27, 2026

- City Council Meeting Minutes of February 3, 2026
- City Council Meeting Minutes of February 7, 2026
- City Council Meeting Minutes of February 17, 2026
- Public Records Policy and Records Management Policy Update
- Planning Commission Long Range Work Plan

Public Hearing**2026 Comprehensive Plan Docket Ratification**

Principal Planner Levitan explained that the purpose of this public hearing is to provide a list of map and text amendments for the Council's consideration to set the 2026 Comprehensive Plan Docket through Resolution 2026-01. He reviewed the three city-initiated map amendments and three city-initiated text amendments.

Council and staff engaged in a discussion.

Mayor Gailey opened the hearing for public comment. There were no comments.

Mayor Gailey closed the public hearing.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Donoghue, to adopt Resolution 2026-01 to set the 2026 Docket. The motion passed 7-0-0-0.

Action Items**Salmon Habitat and Water Quality Improvement Plan Grant Contract with Department of Commerce**

Surface Water Manager Farrant presented the contract to receive a grant award in the amount of \$106,000 from the Department of Commerce for the City of Lake Stevens Salmon Habitat and Water Quality Improvement Plan.

Council and staff engaged in a discussion.

MOTION. Councilmember Donoghue made a motion, seconded by Councilmember McManus, to authorize the Mayor to sign the contract to receive a grant award in the amount of \$106,000 from the Department of Commerce for the City of Lake Stevens Salmon Habitat and Water Quality Improvement Plan, with a budget amendment to follow. The motion passed 7-0-0-0.

Discussion Item**In Kind Donation Program**

Parks and Recreation Specialist Woldridge discussed with the Council to limit Mill rental fee discounts to a maximum of 50% and excluding staff overtime from the In-Kind Donation Program.

City Department Report**Lake Management Program Overview**

City Clerk Chelin announced that the March 3, 2026 Council workshop is canceled.

Council Business

Mayor Business

Adjournment

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

The meeting adjourned at 7:58 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 3/10/2026

Subject: State and Local Cybersecurity Grant Program (SLCGP) Grant Acceptance

Contact Person/Department: Troy Stevens, Nick Poolos, Information Technology

Budget Impact: No City funds matching required

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Accept the award and authorize the Mayor to complete the appropriate documents

SUMMARY/BACKGROUND:

The City staff have applied for and won grant funding for a cybersecurity improvement project through the State and Local Cybersecurity Grant Program totaling \$27,000. The State legislature has funded the local match for all Washington recipients, so the City is not incurring a funding match obligation. The performance period for the project is 12/13/2024 through 10/31/2025. The grant must be completed by the end of the performance period. This is a continuation phase of the cybersecurity projects begun in 2025.

Project: Phishing Resistant Multifactor Authentication

The City has found gaps in its current Multifactor Authentication (MFA) strategy and implementation. The City has rolled out MFA as time and resources allowed, leaving a piecemeal implementation consisting of various authenticator apps, time-based one-time password hardware tokens, and SMS/phone calls. In most cases, the factor that has been chosen is based on whether a user has a city-issued cell phone, and not based on their risk. A strong MFA program should take user risk posture into account and not rely solely on what other hardware the user requires to complete their job duties. Additionally, none of the current MFA systems are Phishing-Resistant as defined by the Cybersecurity and Infrastructure Security Agency (CISA). This project will allow for a holistic reset of

the City's MFA strategy and implementation. It will provide all City accounts with a public key infrastructure (PKI) backed MFA solution in alignment with the CISA recommended strongest form of MFA.

This solution will eventually allow the ITD to retire Cisco DUO (current logon MFA) and save \$5,500 per year, plus the additional staff time to manage an additional solution.

APPLICABLE CITY POLICIES:

City Procurement Policy – Grants with a Federal Funding Component

ATTACHMENTS:

1. Grant Agreement: E26-139 - City of Lake Stevens 24SLCGP

Washington Military Department
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: City of Lake Stevens 1812 Main Street Lake Stevens, WA 98258		2. Grant Agreement Amount: \$27,000		3. Grant Agreement Number: E26-139	
4. Subrecipient Contact, phone/email: Nick Poolos, 425-622-9415 npoolos@lakestevenswa.gov		5. Grant Agreement Start Date: December 13, 2024		6. Grant Agreement End Date: October 31, 2026	
7. Department Contact, phone/email: Ben Olson, 253-512-7224 benjamin.olson@mil.wa.gov		8. Unique Entity Identifier (UEI): H5SEGSJMDB47		9. UBI # (state revenue): 600-589-299	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2024-CY-05188		12. Federal Award Date: 12/13/2024		13. Assistance Listings # & Title: 97.137 – 24SLCGP	
14. Total Federal Award Amount: \$5,621,825		15. Program Index # & OBJ/SUB-OBJ: 745C3 (State), 745C4 (Local-Rural), 745C5 (Local-Not Rural) / NZ			16. EIN 91-6018875
17. Service Districts: BY LEGISLATIVE DISTRICTS: 44 BY CONGRESSIONAL DISTRICTS: 1		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The goal of the Federal Fiscal Year (FFY) 2024 State and Local Cybersecurity Grant Program (24SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), referred to as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies to strengthen the security of critical infrastructure and improve the resilience of the services SLT governments provide their communities.. The Department is the Recipient and Pass-through Entity of the 24SLCGP DHS Award Letter for Grant No. EMW-2024-CY-05188 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D), Budget (Attachment E), Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT: Signature _____ Seth Daniel Nickerson, Chief Financial Officer Washington State Military Department Date _____ BOILERPLATE APPROVED TO FORM: David Merchant 7/8/2025 Assistant Attorney General FOR THE SUBRECIPIENT: Signature _____ Brett Gailey, Mayor City of Lake Stevens Date _____ APPROVED AS TO FORM (if applicable): Signature _____ Date _____					

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Nick Poolos	Name	Ben Olson
Title	Systems Engineer	Title	Program Coordinator
Email	npoolos@lakestevenswa.gov	Email	benjamin.olson@mil.wa.gov
Phone	425-622-9415	Phone	253-512-7224
Name	Troy Stevens	Name	Melissa Berry
Title	IT Director	Title	Program Manager
Email	tstevens@lakestevenswa.gov	Email	melissa.berry@mil.wa.gov
Phone	425-622-9415	Phone	253-384-7226
Name	Olivia Baumgardner	Name	General Information
Title	Grants and Communication Specialist	Email	preparedness.grants@mil.wa.gov
Email	obaumgardner@lakestevenswa.gov		
Phone	425-315-6726		

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 24SLCGP, including, but not limited to, all criteria, restrictions, and requirements of *"The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 State and Local Cybersecurity Grant Program"* (hereafter "the NOFO") document, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 24SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 24SLCGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 24SLCGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
 - iii. The Subrecipient shall be responsible to the Department for ensuring that all 24SLCGP federal award funds provided to its subrecipients are used in accordance with applicable

federal and state statutes and regulations, and the terms and conditions of the federal award set forth in this Agreement (Attachment C).

- iv. The Subrecipient must follow their own policies and procedures to eliminate or reduce the impact of conflicts of interest when making subawards, adhering to any applicable federal or state statutes or regulations. Any real or potential conflicts of interest must be reported to the Department in writing upon discovery

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
- d. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of fifteen percent (15%) or 15% of modified total direct costs or choose to negotiate a higher rate with the Department. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.qsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel. All international travel requires prior FEMA approval.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel **sufficiently in advance** of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment F), except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s). If funds are not required, the Subrecipient shall notify the Department Key Personnel.
- i. All costs for equipment and supplies must be incurred, and items received, before the Grant Agreement End Date.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to solution area totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. Biannual reports must be submitted to Reimbursements@mil.wa.gov in the format provided by the Department no later than the dates listed within the Timeline (Attachment F) in the format provided by the Department.
- b. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D) activities in the format provided by the Department.
- c. With the final reimbursement request, the Subrecipient shall submit to Reimbursements@mil.wa.gov a final report in the format provided by the Department describing all completed activities under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any subrecipient to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized subrecipient to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

- iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$10,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of ten thousand dollars (\$10,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of ten thousand dollars (\$10,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2) and the Subrecipient shall notify Department Key Personnel to initiate approval by the federal awarding agency.

- C. Notify Department Key Personnel to initiate the disposition process by the federal awarding agency.
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. Equipment purchases (those with a current per-unit fair market value in excess of \$10,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.
- c. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- e. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2 CFR 200. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be

an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- f. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any subrecipient to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; installation of sonar system; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started for which reimbursement will be later requested**. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2 CFR 200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any subrecipient to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for requesting and reviewing pre-procurement documents.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any subrecipient to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any subrecipient to which Subrecipient makes any award.
- c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:
 - i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the

manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.

- iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

- i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.
- ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities is to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an *Audit Certification/FFATA Form*. Reporting requirements are referenced in section 3.d.

- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan, Budget, and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any subrecipient to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Pursuant to FEMA Policy FP-256-23-001 (www.fema.gov/sites/default/files/documents/fema_policy-language-access.pdf) this requirement applies to anyone awarded FEMA funding. Complying with the requirement to provide meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.
- b. Subrecipients are encouraged to perform and document their analysis of the most appropriate language assistance services necessary to ensure a LEP individual has meaningful access to the Subrecipient's programs and activities. The analysis should consider:
 - i. The number or proportion of LEP individuals eligible to be served or likely encountered by the program
 - ii. The frequency with which LEP individuals come in contact with the program
 - iii. The nature and importance of the program, activity, or service provided by the program to people's lives
 - iv. The resources available to the program and costs

B. SLCGP SPECIFIC REQUIREMENTS

- 1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Work Plan (Attachments D) and the Subrecipient's approved application for funding incorporated into this Agreement.

2. Subrecipients are required to annually complete the Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs to benchmark and measure progress of improvement in their cybersecurity posture. Due dates are included in the Timeline (Attachment F). For more information, visit [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](#).
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's [Cyber Hygiene Information Page](#).
4. Subrecipients may retain a maximum of up to five percent of the Grant Agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 24SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 24SLCGP Award Letter and its incorporated documents for the Grant, which are incorporated in and made a part of this Agreement (Attachment C).

**Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- d. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

Except as provided herein, the Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication. If the ADA does not apply to the Subrecipient because the Subrecipient is a federal recognized Indian Tribe, then the acceptance by the Tribe of, or acquiescence to, these General Terms and Conditions does not change or alter its inapplicability to the Indian Tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' "Debarred Vendor List" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must

be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials – As required by 2 CFR 200.323, a subrecipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 “*Strengthening Buy-American Preferences for Infrastructure Projects*,” and as appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient’s procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department’s or the Subrecipient’s responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Subrecipients of a federal award, that expend **\$1,000,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Subrecipients that spend less than **\$1,000,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part

200 Subpart F. As defined in 2 CFR Part 200, the term "subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the state of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the state of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require

the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBEs): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Except for as provided herein, venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington, and the Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington. Provides, that if the Subrecipient is a federally recognized Indian Tribe, the parties agree that, in the event either party to this Agreement commences any suit relating to or

arising from the Agreement, the United States District Court for the Western District of the State of Washington shall have the sole and exclusive jurisdiction over such proceeding. If the court lacks federal subject matter jurisdiction, then the Tribe agrees to waive its sovereign immunity from suit for the limited purpose of permitting the State to enforce the terms of this Agreement in the Superior Court of Washington under Washington law, and venue for such suit shall be the Superior Court of Thurston County, Washington. This limited waiver of sovereign immunity is solely for the benefit of the State. This limited waiver of sovereign immunity shall not be for, nor shall it be construed as for, the benefit of any other person or entity, and the Tribe does not waive its immunity with respect to any action brought by, or on behalf of, any other entity or person.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**24SLCGP Award Letter
EMW-2024-CY-05188**

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 12/13/2024



Melissa Berry
MILITARY DEPARTMENT, WASHINGTON STATE
BUILDING 1 MILITIA DR STATE FINANCIAL SERVICES
CAMP MURRAY, WA 98430

EMW-2024-CY-05188

Dear Melissa Berry,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the FY 2024 State and Local Cybersecurity Grant Program, has been approved in the amount of \$5,621,825.00 in Federal funding. This award of federal assistance is executed as a Grant. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than \$2,409,354.00 for a total approved budget of \$8,031,179.00. Please see the FY 2024 State and Local Cybersecurity Grant Program (SLCGP) for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2024 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin XXX: Updated Fiscal Year 2024 State and Local Cybersecurity Grant Program Allocation Amounts

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Robert Farmer
Acting Deputy Assistant Administrator
Acting Deputy Assistant Administrator Grant Programs Directorate

Award Summary

Program: Fiscal Year 2024 State and Local Cybersecurity Grant Program

Recipient: MILITARY DEPARTMENT, WASHINGTON STATE

UEI-EFT: D2EJRGZ2PLG8-0001

DUNS number: 8088833830001

Award number: EMW-2024-CY-05188

Summary description of award

The purpose of the Fiscal Year 2024 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. The terms of the approved Investment Justification(s) and Project Worksheet (Budget Detail) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into FEMA GO for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

// due to new system inclusion of information without context, pages 3-7 not included – available on request //

Agreement Articles

Program: Fiscal Year 2024 State and Local Cybersecurity Grant Program

Recipient: MILITARY DEPARTMENT, WASHINGTON STATE

UEI-EFT: D2EJRGZ2PLG8-0001

DUNS number: 8088833830001

Award number: EMW-2024-CY-05188

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Article 1	Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.
Article 2	General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 33	Reporting Subawards and Executive Compensation For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
Article 43	Applicability of DHS Standard Terms and Conditions to Tribal Nations The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 44	Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 45	Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	Build America, Buy America (BABA) Act Required Contract Provision & Self-Certification In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to the Build America, Buy America (BABA) Act must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABA.

Article 49**Funding Hold: Additional Information Required**

FEMA has placed a funding hold on this award, and \$5,293,300.75 is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from obligating, expending, or drawing down the federal funds identified in this Article. To release this hold, additional information is required for the project/investment identified below. Please contact the relevant Preparedness Officer or Grants Management Specialist to receive further guidance on the steps required to release this hold.

- Project/Investment # IJ TBD - IJ TBD : \$5,293,300.75, IJ TBD.

If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer or Grants Management Specialist.

Article 50**Funding Hold: Indirect Cost Rate Information Required**

FEMA has placed a funding hold on this award, and \$47,433.00 budgeted for indirect costs is on hold in the FEMA financial systems. The MILITARY DEPARTMENT, WASHINGTON STATE is prohibited from obligating, expending, or drawing down the federal funds identified in this Article.

To release the funding hold, the recipient must provide a fully executed indirect cost rate agreement negotiated between the recipient and its cognizant Federal agency. If the MILITARY DEPARTMENT, WASHINGTON STATE does not have a current indirect cost agreement, the recipient must contact the relevant Program Analyst or Grants Management Specialist for further instructions.

If you believe this funding hold was placed in error, please contact the relevant Program Analyst or Grants Management Specialist.

Article 51**SLCGP Performance Goal**

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section F.4 Programmatic Performance Reporting Requirements.

Obligating document

1. Agreement No. EMW-2024-CY-05188	2. Amendment No. N/A	3. Recipient No. 916001095	4. Type of Action AWARD	5. Control No. WX01057N2025T		
6. Recipient Name and Address MILITARY DEPARTMENT, WASHINGTON STATE CAMP MURRY BUILDING 1 CAMP MURRAY, WA 98430		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Melissa Berry	9a. Phone No. 2535127065	10. Name of FEMA Project Coordinator State and Local Cybersecurity Grant Program Grant Program		10a. Phone No. 1-877-585-3242		
11. Effective Date of This Action 12/13/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST REIMBURSEMENT		14. Performance Period 12/13/2024 to 12/12/2028 Budget Period 12/13/2024 to 12/12/2028		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SLCGP	97.137	2025-IF-PA11 - P410-xxxx-4101-D	\$0.00	\$5,621,825.00	\$5,621,825.00	See Totals
Totals			\$0.00	\$5,621,825.00	\$5,621,825.00	\$2,409,354.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)						DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Robert Farmer, Acting Deputy Assistant Administrator Acting Deputy Assistant Administrator Grant Programs Directorate						DATE 12/13/2024

WORK PLAN

FY 2024 State and Local Cybersecurity Grant Program

The purpose of this attachment is to identify the activities planned by the Subrecipient under this Grant Agreement, funded by SLCGP and required match funding, and subsequently approved by the Washington SLCGP Planning Committee and CISA/FEMA, and determined allowable by the SLCGP Program Manager.

PROJECT #1 TITLE ***Phishing Resistant Multifactor Authentication***

PROJECT DESCRIPTION

The City has found gaps in its current Multifactor Authentication (MFA) strategy and implementation. The City has rolled out MFA as time and resources allowed, leaving a piecemeal implementation consisting of various authenticator apps, time-based one-time password hardware tokens, and SMS/phone calls. For most cases rollouts have been based on whether or not a user has a City issued cell phone, and not based on their risk. Additionally, none of the current MFA systems are Phishing-Resistant as defined by CISA. This project will allow for a wholistic reset of the City's MFA strategy and implementation. It will provide all City accounts with a public key infrastructure (PKI) backed MFA solution in alignment with the CISA recommended strongest form of MFA.

GAP BEING ADDRESSED

The City uses a combination of Duo Push, Microsoft Authenticator Push, Feitian C200 time-based one-time password tokens, and SMS/emailed codes for its MFA. These solutions do not meet the CISA definition of Phish-Resistant MFA. Additionally, in the case of a lost phone, the use of authenticator apps leaves accounts only protected by a single factor, the phone's PIN. The City would also like to reduce operational complexity by standardizing it on a single device. Each of the existing solutions are provisioned slightly differently leading to the increased chance of human error and additional workload when onboarding new users.

IMPACT

This project will kickstart the Phishing-Resistant MFA program for the City. The City will continue to invest in the YubiKey or similar devices as needed so that this is a sustainable program and continues to benefit the City's overall security posture.

OUTCOME

This project will provide the City with the ability to modernize its Multifactor Authentication systems and methods to industry standards and CISA guidance. The unification of several disparate systems, strategies and methods will bring operational savings allowing the City to sustain the program going forward.

BUDGET

FY 2024 State and Local Cybersecurity Grant Program

The purpose of this attachment is to identify how the funding is budgeted per the identified activities in the Work Plan. If funding is identified as not being required, contact the Department Key Personnel as soon as possible so funding can be reallocated.

City of Lake Stevens

AGREEMENT AMOUNT \$27,000

PROJECT #1		SOLUTION AREA						
		PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	TOTAL
	Salaries & Benefits	\$0	\$0		\$0	\$0	\$0	\$0
	Supplies	\$0	\$0		\$0	\$0	\$0	\$0
	Travel/Per Diem	\$0	\$0		\$0	\$0	\$0	\$0
	Contractor/Consultant	\$0	\$0		\$0	\$0	\$0	\$0
	Passthrough	\$0	\$0	\$0	\$0	\$0		\$0
	Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Equipment			\$27,000				\$27,000
	SUBTOTAL	\$0	\$0	\$27,000	\$0	\$0	\$0	\$27,000
Indirect							\$0	
	TOTAL	\$0	\$0	\$27,000	\$0	\$0	\$0	\$27,000

TIMELINE

FY 2024 State and Local Cybersecurity Grant Program

The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Department. Both the Department and the Subrecipient shall monitor adherence with the dates below.

DATE	TASK
December 13, 2024	Grant Agreement start date
July 15, 2026	Submit Progress Report * time period 12/13/2026 - 6/30/2026
October 31, 2026	Grant Agreement end date
December 15, 2026	Submit Final Reimbursement Request and Closeout Report

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The Subrecipient's contractors and subcontractors must sign and submit the following certification to the next tier, with the Subrecipient forwarding to the Department Key Personnel for each bid or offer for an infrastructure project that has not been waived by a BABAA waiver.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

Signature of [Contractor's or Subcontractor's] Authorized Official

Enter Name and Title

Name and Title of [Contractor's or Subcontractor's] Authorized Official

Date

CITY COUNCIL STAFF REPORT



Agenda Date: 3/10/2026

Subject: Proposed Organizational Changes to 2026 Budget

Contact Person/Department: Gene Brazel, Anya Warrington, Aaron Halverson,
Sarah Garceau, Administration

Budget Impact: Will review at Council Meeting

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Adopt proposed organization changes as presented

SUMMARY/BACKGROUND:

The City is at a pivotal moment where multiple vacancies across departments have created both operational gaps and an opportunity to realign the organization in a way that strengthens service delivery with minimal budget impact. Through a careful review of existing needs, the Administration has identified structural adjustments that improve role clarity, right size staffing, and position the workforce to operate more efficiently. These changes are also critical in bolstering leadership presence within Public Works, where enhanced oversight and strategic coordination are essential for managing the City's growing portfolio of capital and infrastructure projects. Additionally, the proposed updates support stronger citywide change management and project management practices ensuring the organization is better equipped to guide transitions, support staff, and deliver consistent, high quality outcomes for the community.

The organizational chart attached outlines the following requested changes:

1. Removals from Budget
 - City Engineer
 - Senior Civil Engineer
 - Parks Revenue Development Specialist
 2. Additions to Budget
-

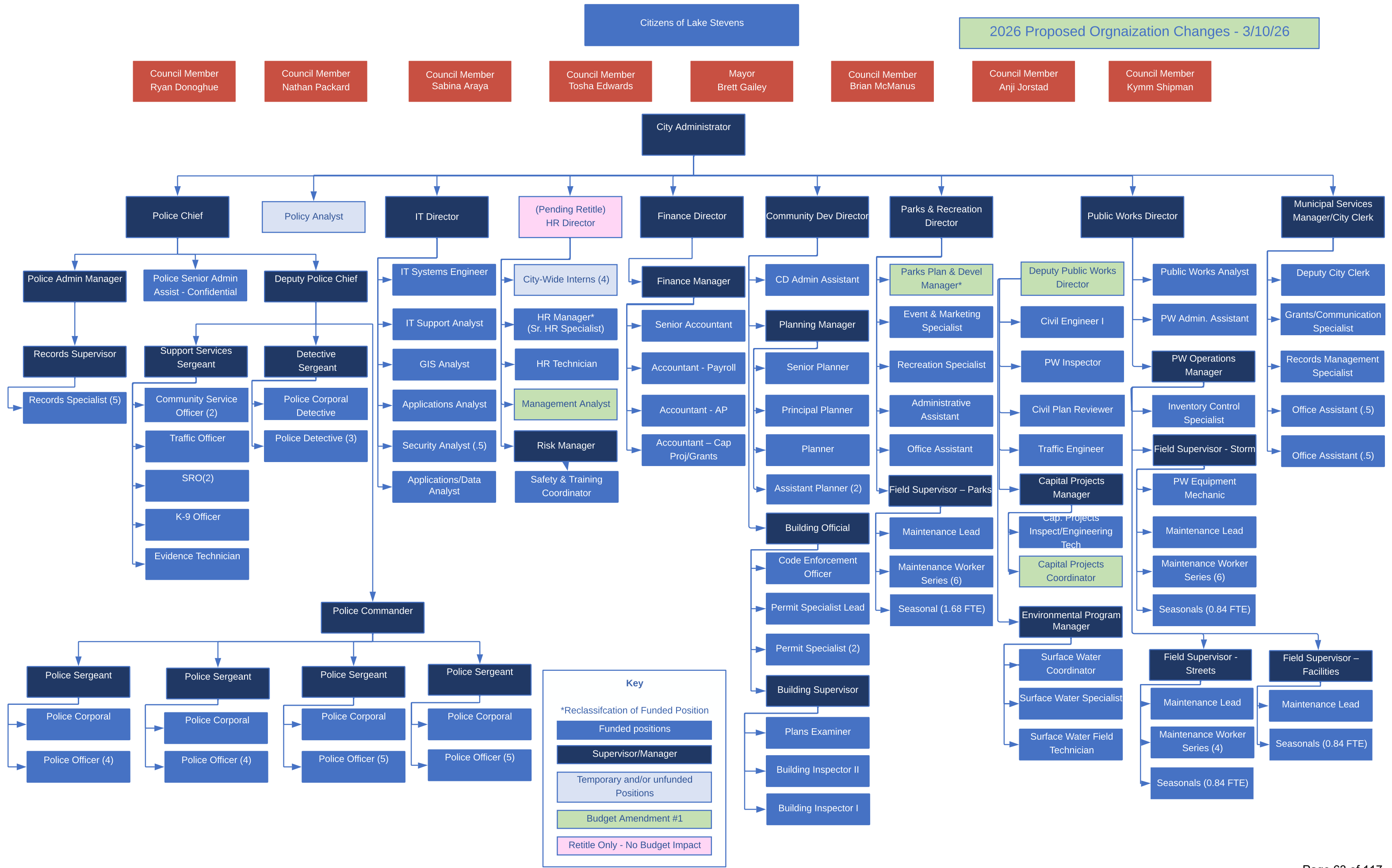
- Public Work Deputy Director
 - Capital Projects Coordinator
 - Management Analyst
3. Reclassification
 - Parks Planning & Development Coordinator to Parks Planning & Development Manager

Staff will present justification and budget impacts of the requested changes at the City Council meeting on March 10, 2026.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2026 Proposed Org Chart Changes 3-10-26
2. Proposed Organizational Changes Presentation_3-10-26





One Community Around The Lake

Proposed Organizational Changes

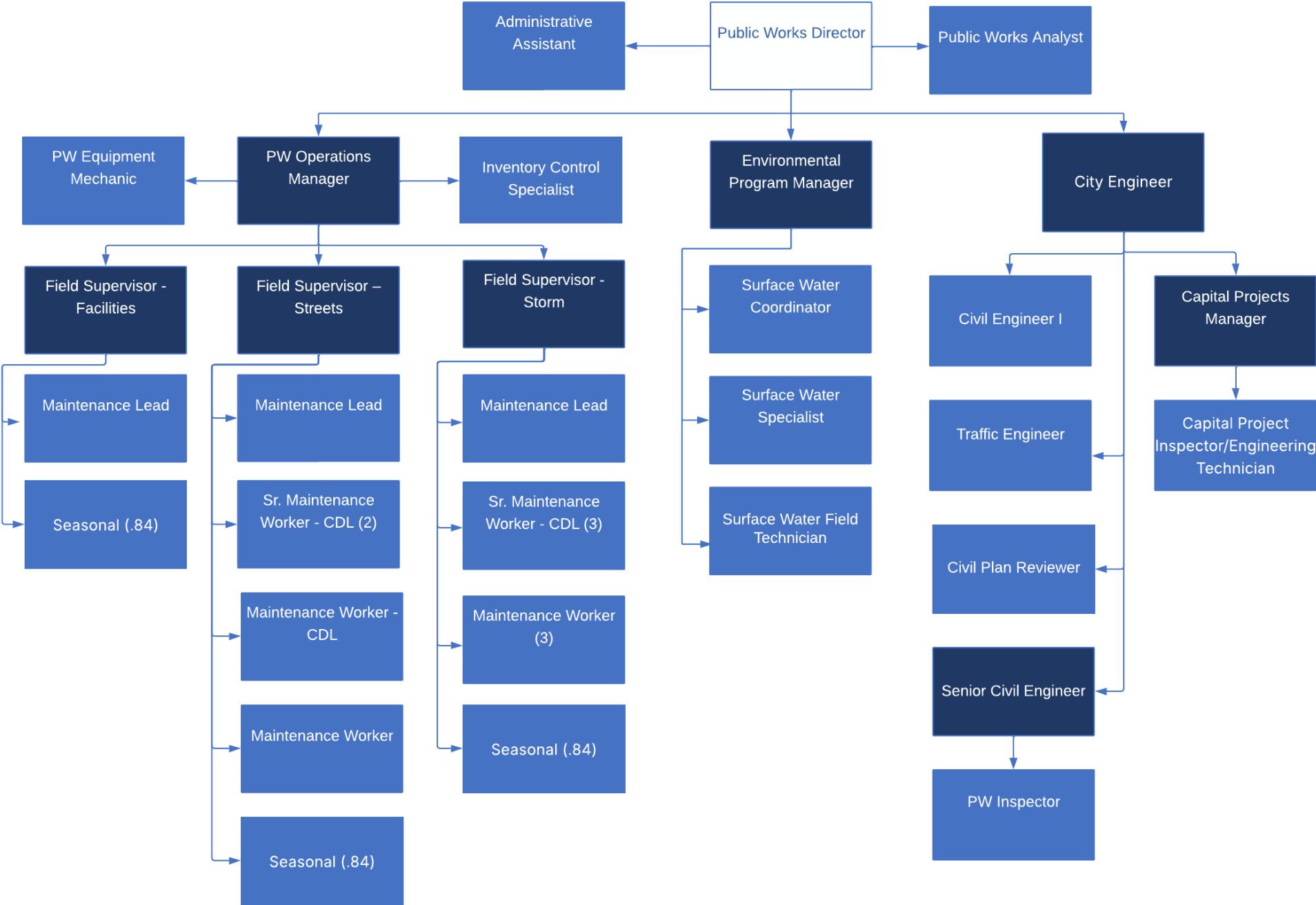
MARCH 10, 2026



Overview

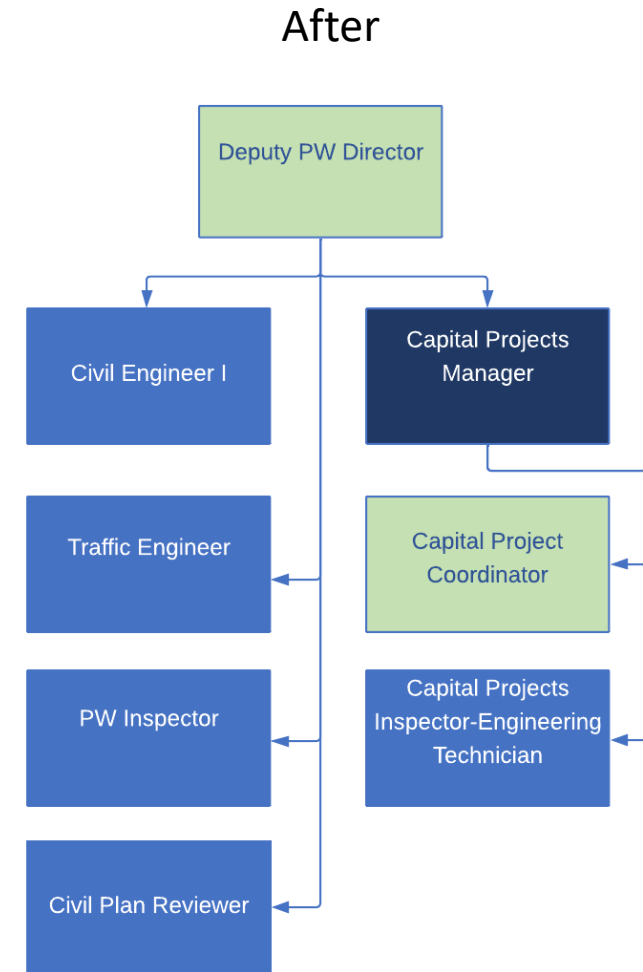
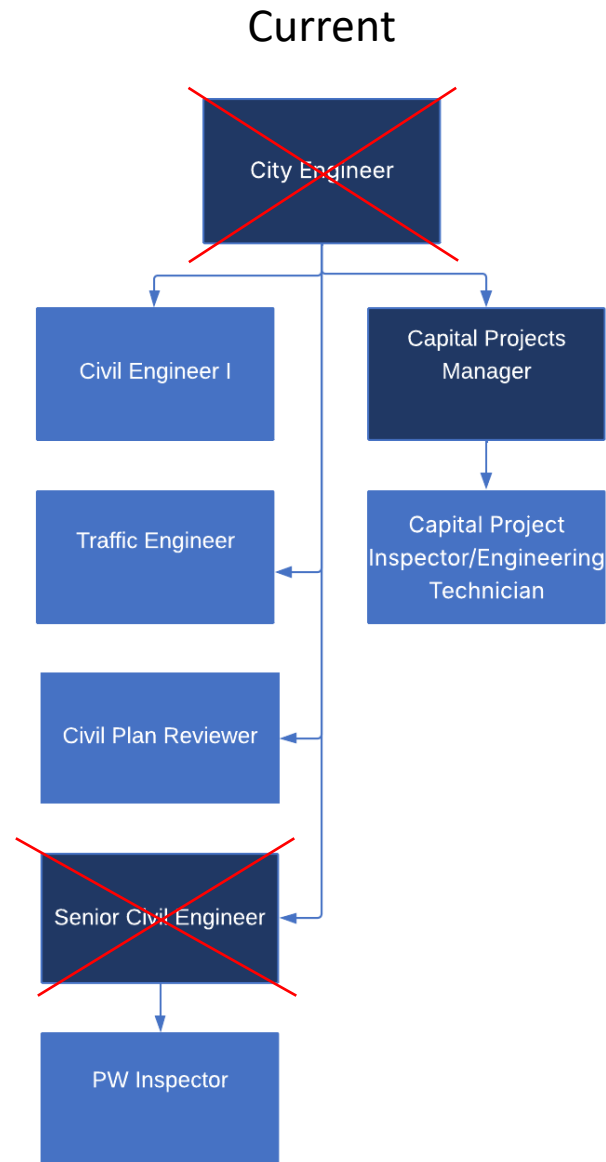
- Overview of City Org Chart
- Individual Department Changes
- Budget Impacts

Public Works Overview

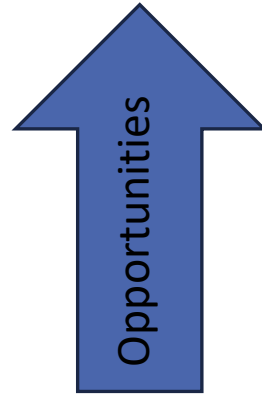
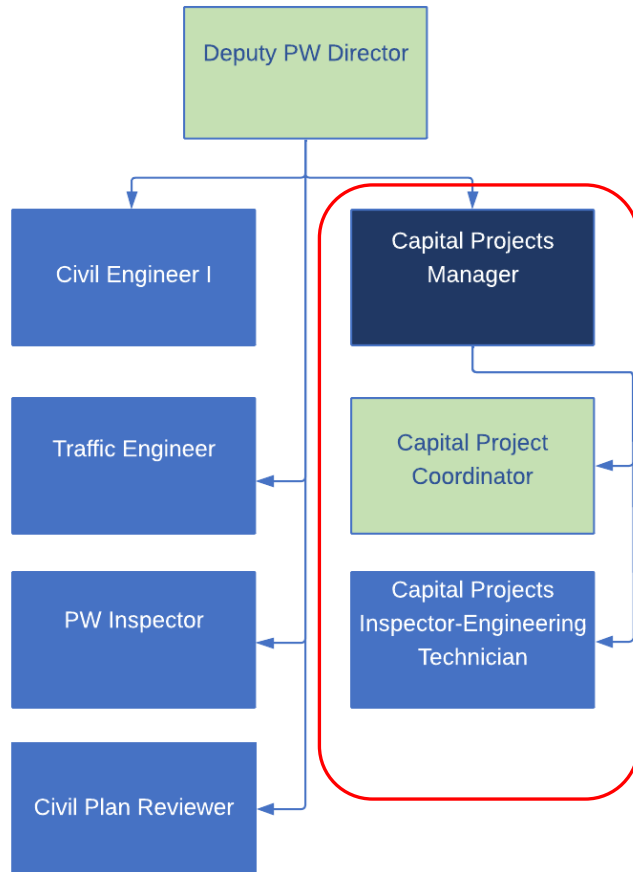


Public Works Job Classification Changes

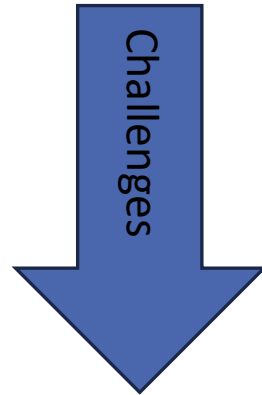
1. Eliminate Senior Civil Engineer position
→ Establish Capital Projects Coordinator
2. Eliminate City Engineer position → Establish Public Works Deputy Director



Senior Civil Engineer to Capital Projects Coordinator

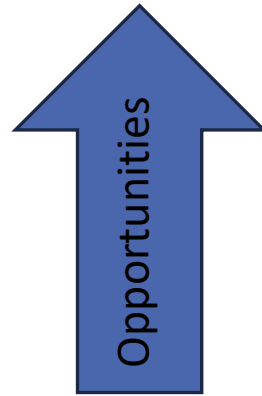
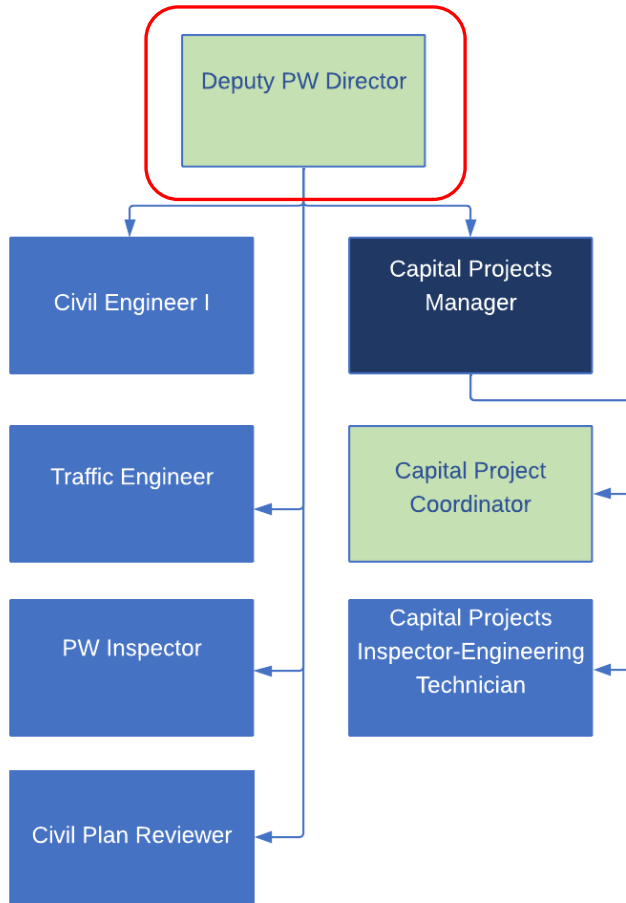


- 3 FTE dedicated to capital project delivery in a single division
- Salary and benefit savings
- Centralized capital project delivery adding efficiency

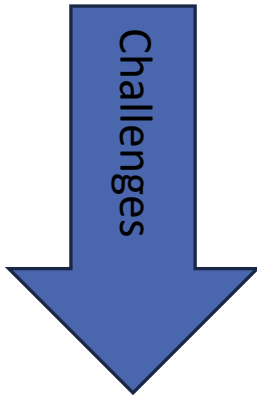


- Reduced engineering expertise in Public Works
- Minimal increase in on-call engineering services

City Engineer to Deputy Public Works Director

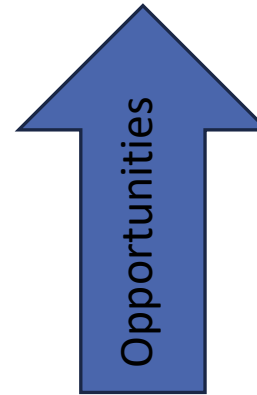
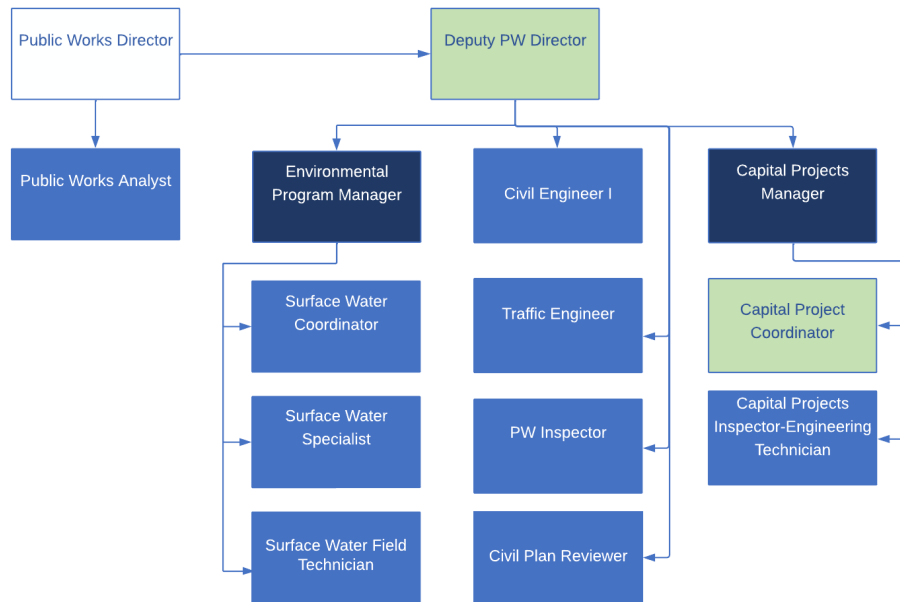


- Reduces PW Director's span of control from 5 to 3
- Deputy to focus on capital projects, engineering services and plan review.
- Director to focus on high-level strategy and interagency collaboration, project management overflow, APWA reaccreditation
- Provide leadership flexibility to accommodate strategic projects

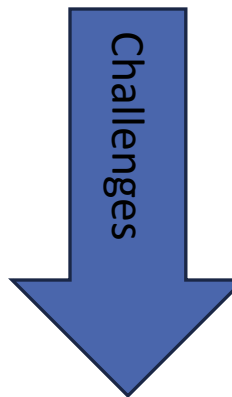


- Added salary and benefit cost
- One municipal code update from "City Engineer" to "City Engineer or designee"
- EDDS update (ongoing)

Summary

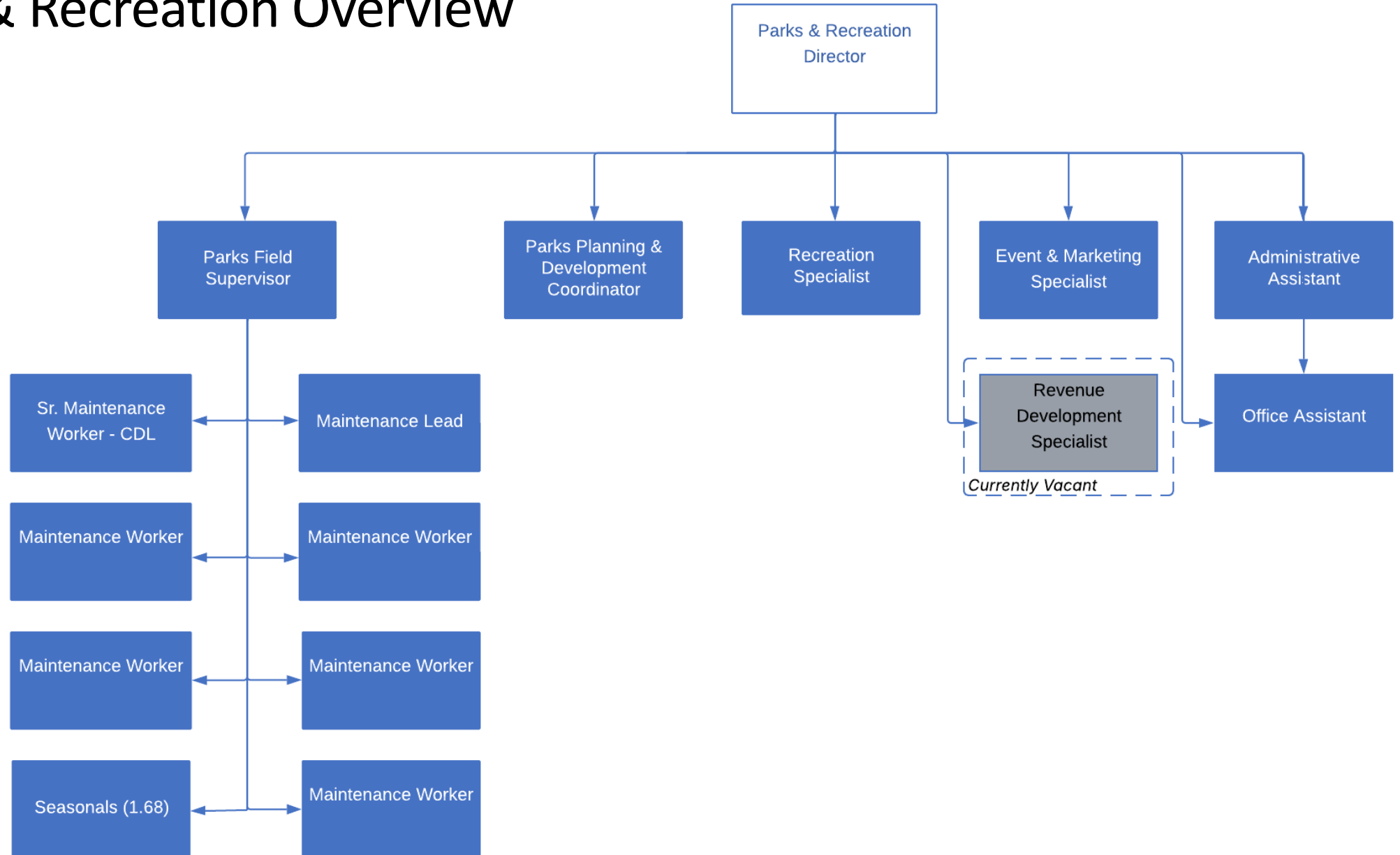


- 3 FTE dedicated to capital project delivery
- Salary and benefits savings
- Improved interagency collaboration
- Added flexibility in city leadership to accommodate strategic projects
- Supports the strategic staffing plan and succession planning



- Reduced engineering expertise
 - Mitigated by on-call engineering services

Parks & Recreation Overview



Parks & Recreation Job Classification Changes

- Reclassify Parks Planning & Development Coordinator to Parks Planning & Development Manager due to Department and City Needs since creation of the Parks Department (Aug 2022)
- Performing higher level work, with little oversight, including comprehensive project management. (Currently being paid Out of Class.)
 - Planning, Design and Permitting
 - Contract and Consultant Management
 - Long Range Planning (Master Plan(s), PROS/Comprehensive Plan)
 - Code Revisions
 - Grants – Secures Funding and Oversees Compliance/Reporting
- Unfund/Abolish Revenue Development Specialist
 - Was a new position in FY2025.

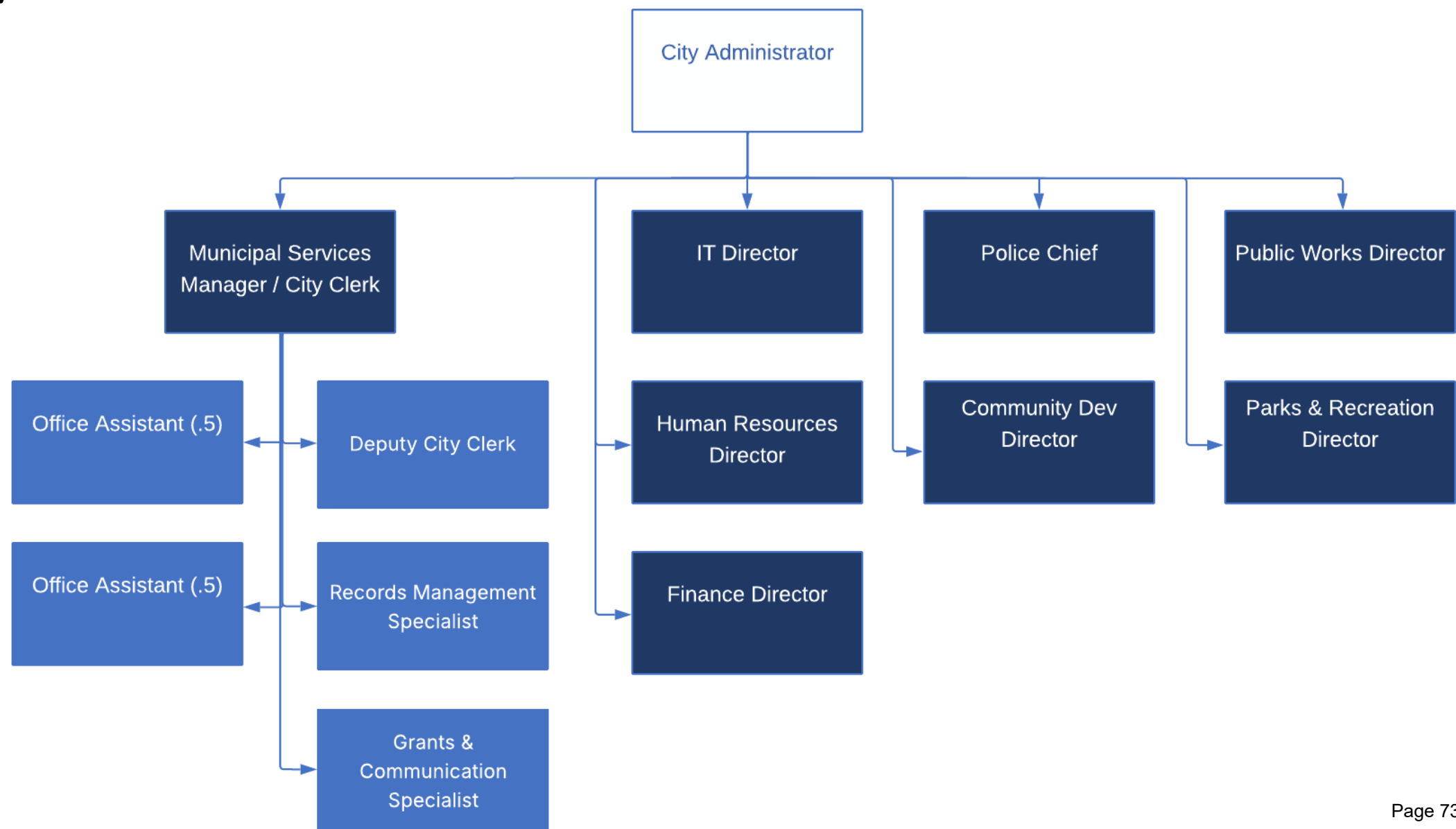


Without Implementing Changes:

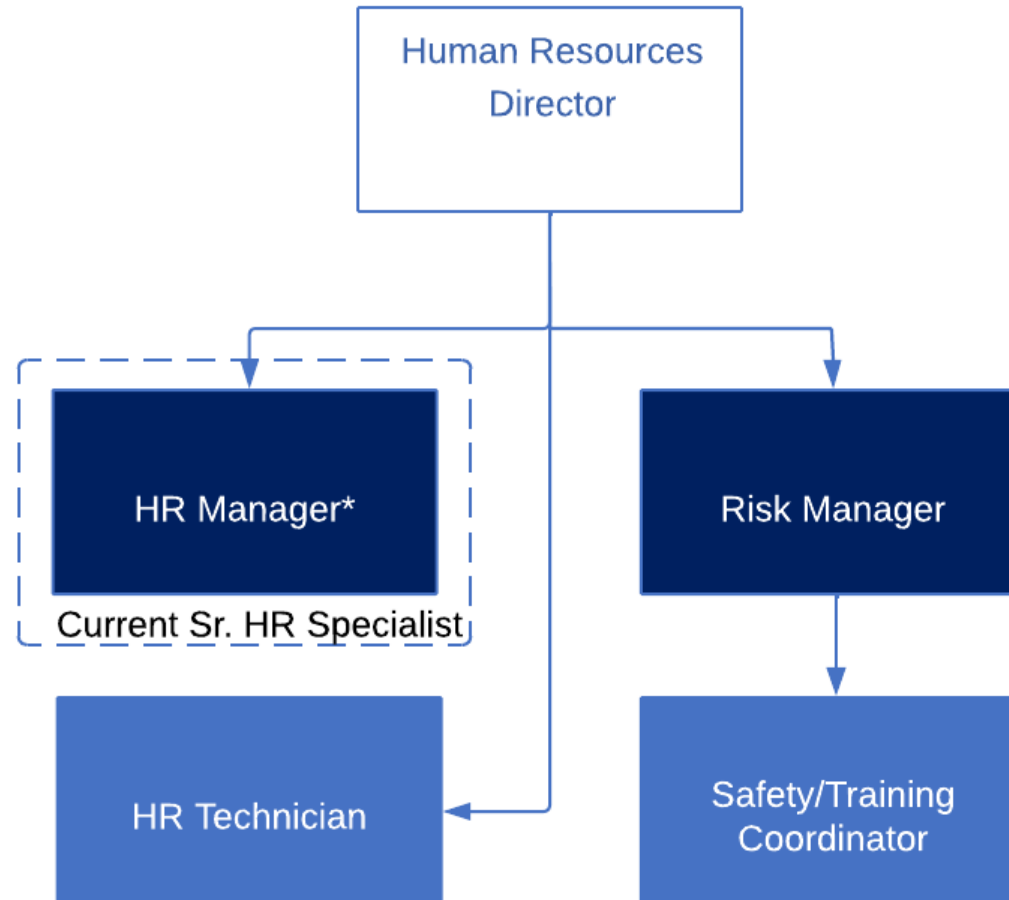
- Significant constraints on delivering current multi-year capital plan.
- Likely only one capital project per year. (Currently, 9+ Parks Capital Projects 2026)



City Administrator Overview

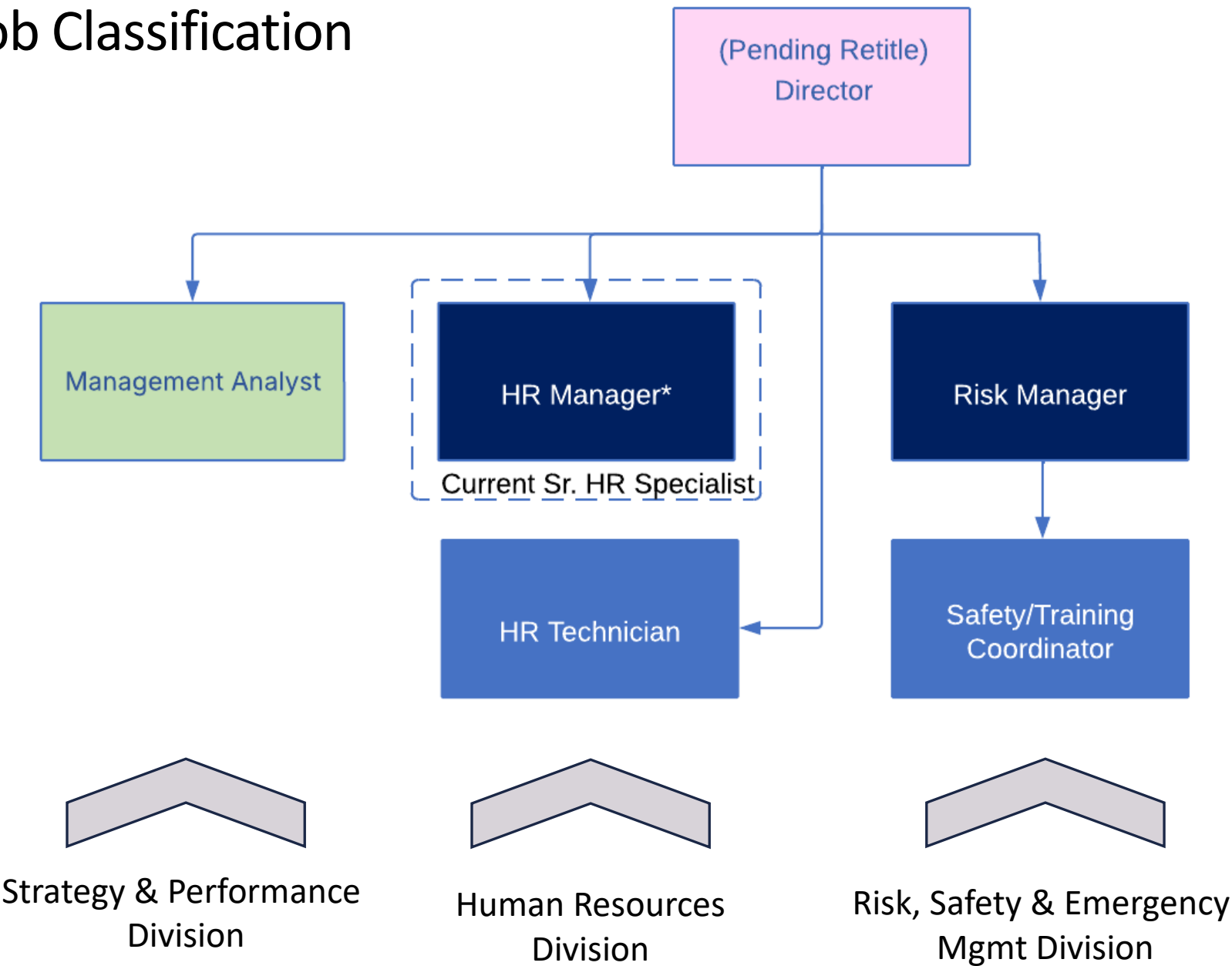


Human Resources Overview



Human Resources Job Classification Changes

- Establish Management Analyst
- Retitle of Department and Director title



Management Analyst

ESSENTIAL DUTIES

- Lead the City's strategic planning implementation efforts
- Support policy development, compliance and analysis
- Managing complex and cross-departmental special projects and project prioritization
- Process owner for lean and continuous improvement efforts
- Advancing operational excellence initiatives (wellness 360, sustainability)
- Serve as ADA and Title VI coordinator

IMMEDIATE TASKS

- Coordination of Citizen Financial Taskforce
- Strategic Plan Rollout w/City Council
- Policy & Training Development of City Council Social Media
- Coordination support for New Civic Campus Committees
- 2026 Bond Issue monitoring and staff representative
- HR support for internship program, benefits, etc

Budget Impacts

2026 Position Changes (full year)	+ \$25,464	General Fund: - \$34,947
		Streets: - \$99,181
		Increases to Rental Fund and Surface Water
2026 Position Changes, Vacancy Projections & Budget Corrections/Updates	- \$1,152,651	General Fund: - \$716,515
		Streets: - \$351,240
		Savings across all funds except Rental Fund



Recommended Action

- Motion to adopt proposed organization changes as presented
- City staff will bring back budget amendment at future date

CITY COUNCIL STAFF REPORT



Agenda Date: 3/10/2026

Subject: Fee Resolution 2026-02

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Discuss and Approve Fee Resolution 2026-02 with Implementation on March 23, 2026.

SUMMARY/BACKGROUND:

The proposed fee updates in Resolution 2026-02 are for rentals at The Mill and one new rentable area at Lundeen Park.

Staff recently identified that the City does not regularly use The Sawyers room for business on Thursdays and that public rentals could open on that day. The fee resolution needs to be updated to allow for this. Additional fee updates add hourly fees and all-day rates where they did not exist prior, with one fee adjustment. (Changes are on Page 15 of the Fee Resolution.)

- Add Monday through Thursday rates for rental of the entire Mill. Currently, the room is reserved for City business Monday through Thursday. This fee change is to allow for rentals on Thursdays and establish fees for when City Hall relocates and Monday through Wednesdays are available.
- Add all day rates to Sawyers Room.
- Add hourly rental fees where they did not exist prior, add an update on the Monday through Thursday rate for Hartford Hall.

The Lundeen Park Lakeside Shelter is a new rental item, which includes the inside area with a sink (previously used as the concession area) and the attached covered area.

Fees are requested to be effective on March 23, 2026, to allow staff time to update paperwork, marketing and the reservation database.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Mill Fees Proposed
2. Fee Resolution 2026-02 Tracked Changes
3. Fee Resolution 2026-02 Clean Copy

Proposed Fee Update - Fee Resolution 2026-02. Effective March 23, 2026.

Normal Rates *

	FULL DAY RENTALS		
100%	Sat & Sun	Fri	Mon - Thurs
Entire Mill	\$ 2,000	\$ 1,800	\$ 1,500
Hartford Hall	\$ 1,500	\$ 1,200	\$ 800
Hartford w Stack	\$ 1,800	\$ 1,500	\$ 1,000
The Stack			
Sawyers Room	\$ 1,200	\$ 1,000	\$ 700

HOURLY RENTALS		
Sat & Sun	Fri	Mon - Thurs
\$ 150	\$ 140	\$ 110
\$ 180	\$ 160	\$ 125
\$ 100	\$ 80	\$ 75
\$ 120	\$ 100	\$ 85

* Non-Profit and Not-For-Profit = 20% Discount on Rental Fees

Resolution 2025-09 Approved Fee Changes. Effective 01/1/2026

Normal Rates *

	FULL DAY RENTALS		
100%	Sat	Fri & Sun	Mon - Thurs
Entire Mill	\$2,000	\$1,800	
Hartford Hall	\$1,500	\$1,200	\$800
Hartford w Stack	\$1,800	\$1,500	\$1,000
The Stack			
Sawyers Room			City Use

HOURLY RENTALS		
Sat	Fri & Sun	Mon - Thurs
		\$85
\$100	\$80	\$75
\$120	\$100	City Use

* Non-Profit and Not-For-Profit = 20% Discount on Rental Fees

Refundable
Deposits

	Deposit	Add Alcohol	Deposit & Alcohol
Entire Mill	\$500	\$500	\$1,000
Individual Rooms or Hourly	\$250	\$250	\$500
Outdoor Plaza	See Shelters and other Fees		

Cancellation Fee	\$250
Modification Fee	\$35

Change in hours/days. (Not for adding hours before/after.)

A/V System Use	\$50	Per Day
Microphone Use	\$25	Hard Wired, Per Day, Per Unit
Microphone Use	\$50	Wireless, Per Day

ATTACHMENT 1
CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2026-025-09

A RESOLUTION OF THE LAKE STEVENS CITY COUNCIL AMENDING RESOLUTION NO. 2026-025-09, THE CURRENT CITY FEE RESOLUTION

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS TO AMMEND THE FEES RESOLUTION AS FOLLOWS Through the enactment of Resolution No. 2026-025-09:

Section 1. Fees and Deposits-General.

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

resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

- F. The city will use an annual 5-year average CPI-U adjustment to the land use, building permit and park and traffic impact fees, which will be updated annually. This CPI-U adjustment will occur and become effective January 1st of each year.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney and other consultant fees may be recovered for specific projects.

Table A: Schedule of Land Use Fees

Land Use Fees – Table A: All fees listed below include the following: two complete submittal reviews including consultant indirect costs for the two reviews, public notice (as applicable based on the permit Type), a land use decision, and required inspections. After two reviews, each subsequent review is subject to an hourly review rate as well as any additional consultant costs.	
Permit Type	Fee
Type I Land Use Permits – Administrative without Public Notice	
Administrative Modifications	\$1,043
Adult Family Home (also requires Home Occupation Business License and Building Permit)	\$506
Boundary Line Adjustments	\$1106
Change of Use	\$727
Code Interpretation	\$885
Concurrency Certification	\$253
Construction Plan Approval	\$5,900
Design Review	\$1,106
Event Level 1	\$105 (+ Fire Permit fee)
Event Level 2	\$237 (+ Fire Permit fee)
Event Level 3	\$342 (+ Fire Permit fee)
Event Level 4	\$1,106 (+ Fire Permit fee)
Event Level 4 Deposit	80% of City estimated cost for City Services
Event Expediated Review Fee	\$105
EDDS Deviation / Frontage Improvement Waiver	\$495
Floodplain Development Permit (standalone)	\$495
Legal Lot Status Determination	\$601
Land Disturbance, Minor	\$980
Mobile Food Vendor	\$253 License + Fire Permit
Mobile Food Vendor Renewal	\$126 Renewal + Fire Permit
Multi-Family Tax Exemption	\$853
Pasture/Waste Management Plan (LSMC 5.18.040)	\$253

Reasonable Use Exception	\$495 + Critical areas review fee
Shoreline Exemption	\$601
Shoreline Exemption with Floodplain Development Permit	\$727
Mooring Buoy	\$211
Short Term Rentals	\$537
Short Term Rental Renewal	\$126
Signs	\$253
Sign, Master Sign Program	\$632
Temporary Residence	\$253
Temporary Mobile/Modular Public Structures in any zone	\$253
Temporary Structures	\$253
Underground Utility Deviations	\$495
Zoning Verification Letter	\$379
Type II Land Use Permits – Administrative with Public Notice	
Administrative Conditional Use	\$1,322
Administrative Variance	\$1,322
Binding Site Plan	\$8,281
Binding Site Plan Revision	\$1,475
Short Subdivision, Preliminary	\$3,224
Short Subdivision Alterations	\$1,707
Short Subdivision/Subdivision, Pre-check and Survey Review	Consultant review cost + hourly staff review
Short Subdivision, Final	\$1,101
Short Subdivision, Vacation	\$1,707
Subdivision Alterations, Minor LSMC 14.18.060 (b) (1)	\$1,707
Subdivision, Final	\$3,219
Major Land Disturbance Permit	\$1,449
Major Land Disturbance with Class IV Forest Practices	\$1,702
Shoreline Substantial Development Permit	\$1,196
Site Plan Review	\$1,349
Temporary Encampments	\$2,434
Type III – Quasi-Judicial, Hearing Examiner	
Conditional Uses	\$4,530
Subdivisions, Preliminary	\$10,852
Subdivision Alterations, Major LSMC 14.18.060 (b) (2)	\$5,426
Shoreline Variances	\$4,025
Variances	\$4,025

Type IV – Quasi-Judicial, City Council with Hearing Examiner Recommendation	
Essential Public Facilities	\$4,530
Rezone, Minor – Site Specific Zoning Map Amendment	\$4,530
Secure Community Transition Facilities	\$4,530
Type V – Quasi-Judicial, City Council	
Right-of-Way Vacation	\$1,791
Type VI- Legislative, City Council with Planning Commission Recommendation	
Comprehensive Plan Amendment, Minor	\$3,793
Comprehensive Plan Amendment, Major Amendment (5-year cycle)	\$5,163
Development Agreement	\$3,561
Land Use Code Amendments (LSMC 14.16C.075)	\$3,561
Rezone, Major – Areawide Zoning Map	\$3,561
SEPA REVIEW	
SEPA Addendum	\$474
SEPA Appeal (to Hearing Examiner)	\$2,107 Hearing Examiner fee + hourly fee
SEPA, Environmental Impact Study (EIS)	\$1,264
SEPA, Planned Action Certification	\$853
Review of requested studies (including traffic, drainage, etc.)	\$253 (2 hour minimum) per study
SEPA Review (DNS or MDNS)	\$853
SEPA (Stand-alone Type II)	\$1,027
RIGHT-OF-WAY PERMIT FEES	
Fees for plan review and inspections are comprehensive, with two (2) corrections each; all additional plan review and inspections shall be charged at the hourly rate.	
Right-of-Way Permit – Private Enhancement in accordance with (LSMC 14.56.270)	\$126 + hourly cost after
Right-of-Way Permit – All Others	\$253 + hourly cost after
Road Cuts (required for pavement cuts where lane-width or greater roadway overlay is not required by the city)	\$5 per liner foot of roadway cut
Right-of-Way Work without inspection or permit	\$253 per instance
MISCELLANEOUS STAFF REVIEW & INSPECTIONS	\$126 (Staff) /\$221 (Director) hourly rate All fees are calculated at a one-hour minimum charge + hourly cost after
MISCELLANEOUS FEES	
APPEALS AND RECONSIDERATION	
Appeal, City Council	\$817

Appeal, Hearing Examiner	\$817 + Hearing Examiner Cost
Appeal, Shoreline Hearings Board	\$817
Contested Hearing (Code Enforcement)	\$369 + Hearing Examiner Cost
Reconsideration, Applicable Director	\$1,106
Reconsideration, Hearing Examiner	\$469 + Hearing Examiner fees
ANNEXATIONS	\$464 + hourly cost after
CONCESSIONS	
Background Check	\$70
Concession Agreement Review/Administration (lease rate)	Negotiated
Damage & Litter Deposit (refundable at end of contract)	Negotiated
Lease Rate	Negotiated
CONSULTANT FEES INCLUDING ATTORNEY REVIEW	Actual Cost + \$53 administrative fee
CRITICAL AREA REVIEW	Actual Cost + \$53 administrative fee
PERMIT EXTENSION	\$253
PERMIT REVISION	\$253 + hourly cost after

IMPACT FEES	
Park Mitigation Fees	
Single-family residences (e.g., single-family residence, duplex and manufactured home)	\$4,572
Multifamily residences with two or more bedrooms	\$3,306
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	\$2,104
School Mitigation Fees	
Lake Stevens Schools ¹	
Detached Single Family Residence	\$13,730/unit
Townhouse/Multiplex	\$2,627/unit
Multifamily(0-1 bedrooms)	0
Multifamily(2+ bedrooms)	\$741/unit
Snohomish Schools ¹	
Detached Single Family Residence	\$5,361/dwelling unit
Duplex/Townhouse	\$5,462/dwelling unit
Multi-Family (0-1 bedrooms)	0
Multi-Family (2+ bedrooms)	\$1,357/dwelling unit
Traffic Mitigation Fees	
Traffic Impact Zone 1	\$2,894

Traffic Impact Zone 2	\$3,655
Traffic Impact Zone 3	\$3,655
MISCELLANEOUS STAFF REVIEW	\$126 (Staff)/\$221 (Director) hourly rate. All fees are calculated at a two-hour minimum charge + hourly cost after.
Review of requested studies	\$253 + hourly cost after
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	\$58/tree
Lake Safety Marker – one time fee for the Lake Safety Program for buoy purchase	\$369
PRE-APPLICATION CONFERENCE FEE	\$885 (Fee is credited toward application fee over \$1000 at submittal if received within 12 months from date of pre-application)
RECORDING FEES	Direct Recording Costs + Staff Hourly Rate.

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

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

Table 1A: Building Permit Fees
Building Fees – Table 1A

Total Value	Fee
Fees for permits include permit process, file management, payment processing, coordination and inspections which are comprehensive, with two (2) corrections each; all additional inspections, and submittals shall be charged at the hourly rate after two.	
\$1-\$1,000	\$66
\$1,001-\$2,000	\$66 first \$500 plus \$5 each \$100 or fraction

\$2,001-\$25,000	\$116 first \$2,001 plus \$21 each \$1,000 or fraction
\$25,001-\$50,000	\$606 first \$25,001 plus \$15 each \$1,000 or fraction
\$50,001-\$100,000	\$1046 first \$50,001 plus \$11 each \$1,000 or fraction
\$100,001-\$500,000	\$1,580 first \$100,001 plus \$8 each \$1,000 or fraction
\$500,001 and up	\$4,997 first \$500,001 plus \$6 each \$1,000 or fraction

Table B2: Schedule of Miscellaneous Building Permit Fees

Building Permit Fees – Table B2	
Miscellaneous Building Permit Fees	
Permit Type	Fee
Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate.	
Basic Plan Set-up fee	\$253 permit fee
Demolition	\$126 permit + \$126/hr (1hr min) and hourly whichever is greatest plan check
Fence/Retaining Wall	Table 1A based on value permit fee + 65% of permit fee or \$126/hr (1hr min) and hourly whichever is greatest plan check
Manufactured Home/ Residential/Commercial and Modular)	Table 1A based on value (placement, skirting and egress) permit fee + 65% of permit fee or \$126/hr (1hr min) and hourly whichever is greatest plan check
Certificate of Occupancy/Temporary Certification of Occupancy (no construction, update or reissue)	\$253/hr (2hr min) whichever is greatest permit + \$253 (2hr min) and hourly whichever is greatest plan check (if required)
Adult Family Home (WABO Review/Inspection ONLY)	\$253/hr (2hr min) whichever is greatest permit + \$253 (2hr min) and hourly whichever is greatest plan check (if required)
Revisions	\$253 (2hr min) and hourly whichever is greatest plan check
Permit or Plan Review Extension	\$253 permit fee
Inspection-overtime (overtime determined by the building official based on staff availability)	\$379 (2hr min at rate of \$190) and hourly whichever is greatest whichever greatest permit
Re-inspection (after 2 nd inspection, or cancellation after 7am notice)	\$126/hr and hourly whichever is greatest permit
Investigation-stop work and/or cease and desist)	2 times permit
Reinstatement of expired permits shall be determined by building official, shall not be across code cycles and within 1 year of expiration date without changes to plans	\$253 (2hr min) whichever greatest permit + \$126 (1hr min) and hourly whichever is greatest plan check
Deck, Dock	\$42/sq.ft. - uncovered \$47/sq.ft. - dock \$53/sq.ft. - covered

Unfinished basement (R-3)	\$26/sq.ft.
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Table B3: Mechanical and Plumbing Fees

Building Permit Fees – Table B3	
Mechanical and Plumbing Fees	
Permit Type	Fee
Fees for inspections are comprehensive, with two (2) corrections each; all additional inspections shall be charged at the hourly rate.	
Mechanical All types	Residential new -10% of building permit fee. Add/alter-\$211w/4 pieces of equipment over 4-\$16 each additional. Commercial - table 1A based on value of the equipment and installation. Add/alter not requiring plan check-\$211 w/4 pieces of equipment over 4-\$16 each additional.
Plumbing All types	Residential new-10% of building permit fee. Add/alter-\$211 w/4 pieces of equipment over 4-\$16 each additional. Commercial - table 1A based on value of the fixtures and installation. Add/alter not requiring plan check-\$211w/4 pieces of equipment over 4-\$16 each additional.

Building Permit Fees – Table C

Plan Review Fees	
Permit Type	Fee
Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate. Valuation of plumbing and mechanical work for determining the plumbing and mechanical permit fees shall be based on the plumbing and mechanical work for each permit and listed for combination permits separately.	
Residential, (Duplex and IRC Townhomes)	65% of table 1A or \$126 (1hr min) whichever is greatest
Basic House plan check	See table 2B
Commercial, (Multi-Family and Mixed Use)	65% of table 1A or \$126 (1hr min) whichever is greatest
Plumbing & Mechanical-Commercial, Multi-Family and Mixed Use	40% of Plumbing & Mechanical permit fee or \$126 (1hr min) whichever is greatest
Other: All overtime plan review as determined by the building official based on staff availability	\$379 (2hr min at \$190 hourly) and hourly whichever is greatest plan check

Fire Department Commercial Plan Review	
Building Permit Table D - Fire Fees (SRFR) 2026 fees are hereby adopted by reference Table A)	
Plan Review Fees	
Total Value	Fee
Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate.	
New or Tenant Improvement Building Permits – Applies to all Occupancies except Group U (Adopt Snohomish Regional Fire & Rescue (SRFR) by reference. Section 2, table A Building Permit Fees	
Group R-3 or IRC Dwellings (regardless of valuation)	\$32
\$0-\$5,000	\$32
\$5,001-\$10,000	\$63
\$10,001-\$28,000	\$94
\$28,001-\$55,000	\$185
\$55,001-\$275,000	\$308
\$275,001-\$550,000	\$431
\$550,001-\$1,000,000	\$584
\$1,000,001-\$2,000,000	\$810
\$2,000,001-\$5,000,000	\$921
\$5,000,001-\$10,000,000	\$1,106
Over \$10,000,001 (Fee plus \$66 per \$500,000 prorated)	\$1,288

- C. Fire (SRFR) 2026 fees are hereby adopted by reference. See SRFR Tables A, B, C, D and E, F, G, H, I, J, K, L, M, N and O for Sprinkler and Alarm fees, Operational, Investigation, Miscellaneous, City Administrative 15% of Permit Fee, minimum \$32 and 5% Technology.
- D. Miscellaneous Building Permit Fees. Tables B2 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Section 3 Subsections A and B.

Section 4. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License:	
– Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime	Free
– Each dog or cat neutered or non-neutered, lifetime	\$21

– Senior Citizen (defined as being 62 years of age or older) owners, lifetime	Free
– Service and guide dogs, lifetime	Free
– Duplicate license for lost or destroyed dog/cat tag	\$4
– Duplicate license - Senior Citizen owners and Service/Guide Dogs	Free
– Other Code Violations: ■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. ■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
Impound Fees for Cost Recovery:	
– Dogs and cats (at police kennel)	\$26
– Animals	\$32
– Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements.	
– Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	Varies
Pasture/Waste Management Plan (Sec 5.18.040): See Table A Land Use Fees	

Section 5. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.

Table E: Schedule of Miscellaneous Police Fees & Fines

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

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

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works and Parks and Recreation Departments: Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee) Equipment/Assets: - Theft or Vandalism/Damage - Lost Items (applies when City items are leant out to events)	Refer to current billable rate schedule Actual Replacement Cost + 20% + Staff Time
Business Licenses: - Non-refundable Adult Entertainment (Cabaret) application fee - Adult Entertainment (Cabaret) Establishment (annual) - Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual) - Business License Registration, General Business - Business License Registration, Non-Resident - Business License Registration, Home Occupation - Business License Registration – Annual Renewal - Temporary business license - Renewal - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol fingerprint processing fee License expires one year from date of application) - Live music and/or dance entertainment (annual) - Games (annual) - Pawnbroker and Second Dealers (annual)	\$105 \$527 \$53/person \$126 \$42 \$95 \$26 \$42 \$5 \$79 for the 1 st three employees, and \$11 for each additional employee \$53 \$53 \$527
- Washington State Department of Licensing’s Master License Service and Business license handling fees are here by adopted by reference only, fees assessed and collected by Department of Revenue (DOR). - Business license handling fee (fees shall be automatically amended by the State)	New Application \$19 Renewal \$11 DOR Processing \$50
Code Enforcement Review & Inspection Fees: Fee for review and inspections are comprehensive, with two	\$126 (Staff) /\$221 (Director) hourly rate. All fees are

Permit/Action	Fee or Fine (\$)
(2) corrections each, all additional review and inspections shall be charged at the hourly rate.	calculated at a two-hour minimum charge + hourly cost after.
Duplication of Public Records: (postage/delivery costs extra) For all records duplication regardless of format, first \$1 cumulative will be waived.	
- In-house Copying of City documents to pdf when original document is not in electronic format.	15¢/page/side
- Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery.	10¢/page/side \$1 extra for copy to CD
- Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations.	5¢ per each four electronic files or attachments plus 10¢ per gigabyte
- Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge	Actual Cost
- In-House duplication of City documents to CD, such as - Comprehensive Plan, Lake Stevens Municipal Code Title 14, - Urban Design Standards, Engineering Design and Development Standards, etc.	Actual Cost
- Documents or CDs printed by outside vendor	Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly)
- Maps - Duplication of maps less than 11"x17"	\$.15/page
- Maps - Duplication of maps greater than 11"x17" and - Special requests for plotted maps, aerials, plans, etc. (each)	\$1 per square foot for in-house printing or actual cost if sent out to reproduce
- Police Body Worn Camera Redaction of audio/video	\$0.84 per minute

Permit/Action	Fee or Fine (\$)
- Audio recordings of meetings: • Duplicated by Staff • Duplicated by outside vendor - Color photos (cost to reproduce) - Certified copy of a public record	\$1/tape/disc Actual cost to reproduce 40¢ \$5 for 1st Page and \$1 each after the 1st Page
Dishonored Check Fine (in payment of City services)	\$35
Technology Fee	A non-refundable technology fee of five (5) percent shall apply to all development services transactions excluding deposits, impact fees, State Building Code Council (SBCC) fees, consultant fees, attorney and Hearing Examiner fees.
Service Fee	A non-refundable service fee of three (3) percent shall apply to all payments made to the City except for payments made by cash/check, Boat launch kiosk fees, Police Department fees and charges related to duplication of public records.

Section 7. Parks and Recreation Fees. Fees for renting facilities and using recreational services and parks shall be as listed in this section.

Table G1: Mill Rental Fees

	Saturday or Sunday		Friday or Sunday		Mon-Thurs	
	All Day	Hourly	All Day	Hourly	All Day	Hourly
Entire Mill	\$2000		\$1800		<u>\$1500</u>	
Hartford Hall	\$1500	<u>\$150</u>	\$1200	<u>\$140</u>	\$800	\$85/hr <u>\$110</u>
Hartford Hall w/ The Stack	\$1800	<u>\$180</u>	\$1500	<u>\$160</u>	\$1000	<u>\$125</u>
The Stack		\$100/hr		\$80/hr		\$75/hr
Sawyers Room	<u>\$1200</u>	\$120/hr	<u>\$1000</u>	\$100/hr	<u>\$700</u>	<u>\$85</u>

Rental Add Ons	
A/V System Use	\$50/day
Microphone Use	Hard Wired \$25/day (per unit) Wireless \$50/day

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Not For Profit Rental Fee: 20% discount (rounded up to the nearest dollar)

1. Not For Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. Groups must be registered as Not For Profit with the Secretary of State.
2. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

Table G2: Mill Deposits and Cancellation/Modification Fees

The Mill Deposits (refundable when the facility is returned to pre-rental condition and all rules and rental times are followed.

	Deposit	Add Alcohol	Deposit & Alcohol
Entire Mill or Two Rooms	\$500	\$500	\$1,000
Individual Rooms or Hourly	\$250	\$250	\$500

Cancellation Fee	\$250
Modification Fee (change in hours and/or days; not for adding hours before/after).	\$35

Table G3: Schedule of All Other Park Fees

	Number of shelters	Rate
Park Shelter/Facility		Rental fee
Lundeen Park	North or South Shelter (half)	\$125
	<u>North and South - Full Shelter (both sides)</u>	\$250
<u>Lundeen Park Lakeside Shelter</u>		<u>\$225</u>
North Cove Park Shelter		\$125
North Cove Park Observation Deck		\$125
Mill Outdoor Plaza Rental		\$125
All Shelters/Facilities – Half Day Rentals		\$75 (Available during peak season, April 1 through September 30.)
Cancellation Fee for Shelters/Facilities		\$25 if cancelled more than 14 days in advanced. No refunds 14 days or less from reservation date.
Reservation Date Modification		\$25 (Modifications cannot be made 14 days or less from reservation date.)
Other Park Fees		Rental fee
Eagle Ridge Community Garden Bed Rental (Annually)		\$50 \$25 ADA Bed (half size)
Athletic Fields - Grass		Adult Sports: \$30 every 2 hrs Youth Sports: \$20 every 2 hrs
Athletic Fields - Synthetic		Adult Sports: \$100/hr Youth Sports: \$80/hr
Pickleball Court		\$25/hr
Boat Launch Parking		\$10 for one day \$5 for three-hour parking
Boat Launch Annual Parking Pass		\$75 \$60 for Lake Stevens Residents (One per household)
Park Permit Fee		\$50 (Waived with Shelter/Facility Reservation)
Event Fees		See Land Use Fees Table A
Electricity Fees (15 amps includes when renting a shelter)		\$10/day – 15 amp service \$15/day – 30 amp service \$20/day – 50 amp service

Water – Single Bib Access, Limited Use	\$15/day
Water – Custom Requests	Negotiated
Recycle Containers (ClearStreams)	\$10/unit rental fee Actual Cost + 20% (replacement fee for unreturned or damaged units)
Boat Launch Closure	\$300 for first day \$150 for additional day(s)
Mill Spur Closure	\$240 for first day \$120 for additional day(s)
Technology Fee	3% Parks Technology Fee applies to all transactions except for: Invoices (including reimbursements and sponsorships), Vendors/Concessions, Electricity/Water Fees, and Hourly/Daily Boat Launch Parking Fees.

Section 8. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table IA: Stormwater Management Utility

Type	Impervious Area per Equivalent Service Unit	Annual Rate per
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$273 Year 2025 \$281 Year 2026 \$290 Year 2027
All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$273 Year 2025 \$281 Year 2026 \$290 Year 2027
Undeveloped ²	NA	No Charge
State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.
3. Surface water utility service charges are evaluated in accordance with LSMC Title 11.

4. A developed parcel will receive a minimum of one ESU.

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

Table IB: Lake Management Benefit Assessment

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

1. The lakefront lot assessment applies to each developed parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.
2. Lakefront lots developed with only a dock or other over the water structure are developed parcels.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

PASSED by the City Council of the City of Lake Stevens on the ~~14th~~-10th day of, ~~October~~-March 2026~~5~~.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

Resolution 2026-025-09

ATTACHMENT 1
CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2026-02

A RESOLUTION OF THE LAKE STEVENS CITY COUNCIL AMENDING RESOLUTION NO. 2026-02, THE CURRENT CITY FEE RESOLUTION

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS TO AMMEND THE FEES RESOLUTION AS FOLLOWS Through the enactment of Resolution No. 2026-02:

Section 1. Fees and Deposits-General.

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

resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

- F. The city will use an annual 5-year average CPI-U adjustment to the land use, building permit and park and traffic impact fees, which will be updated annually. This CPI-U adjustment will occur and become effective January 1st of each year.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney and other consultant fees may be recovered for specific projects.

Table A: Schedule of Land Use Fees

Land Use Fees – Table A: All fees listed below include the following: two complete submittal reviews including consultant indirect costs for the two reviews, public notice (as applicable based on the permit Type), a land use decision, and required inspections. After two reviews, each subsequent review is subject to an hourly review rate as well any additional consultant costs.	
Permit Type	Fee
Type I Land Use Permits – Administrative without Public Notice	
Administrative Modifications	\$1,043
Adult Family Home (also requires Home Occupation Business License and Building Permit)	\$506
Boundary Line Adjustments	\$1106
Change of Use	\$727
Code Interpretation	\$885
Concurrency Certification	\$253
Construction Plan Approval	\$5,900
Design Review	\$1,106
Event Level 1	\$105 (+ Fire Permit fee)
Event Level 2	\$237 (+ Fire Permit fee)
Event Level 3	\$342 (+ Fire Permit fee)
Event Level 4	\$1,106 (+ Fire Permit fee)
Event Level 4 Deposit	80% of City estimated cost for City Services
Event Expediated Review Fee	\$105
EDDS Deviation / Frontage Improvement Waiver	\$495
Floodplain Development Permit (standalone)	\$495
Legal Lot Status Determination	\$601
Land Disturbance, Minor	\$980
Mobile Food Vendor	\$253 License + Fire Permit
Mobile Food Vendor Renewal	\$126 Renewal + Fire Permit
Multi-Family Tax Exemption	\$853
Pasture/Waste Management Plan (LSMC 5.18.040)	\$253

Reasonable Use Exception	\$495 + Critical areas review fee
Shoreline Exemption	\$601
Shoreline Exemption with Floodplain Development Permit	\$727
Mooring Buoy	\$211
Short Term Rentals	\$537
Short Term Rental Renewal	\$126
Signs	\$253
Sign, Master Sign Program	\$632
Temporary Residence	\$253
Temporary Mobile/Modular Public Structures in any zone	\$253
Temporary Structures	\$253
Underground Utility Deviations	\$495
Zoning Verification Letter	\$379
Type II Land Use Permits – Administrative with Public Notice	
Administrative Conditional Use	\$1,322
Administrative Variance	\$1,322
Binding Site Plan	\$8,281
Binding Site Plan Revision	\$1,475
Short Subdivision, Preliminary	\$3,224
Short Subdivision Alterations	\$1,707
Short Subdivision/Subdivision, Pre-check and Survey Review	Consultant review cost + hourly staff review
Short Subdivision, Final	\$1,101
Short Subdivision, Vacation	\$1,707
Subdivision Alterations, Minor LSMC 14.18.060 (b) (1)	\$1,707
Subdivision, Final	\$3,219
Major Land Disturbance Permit	\$1,449
Major Land Disturbance with Class IV Forest Practices	\$1,702
Shoreline Substantial Development Permit	\$1,196
Site Plan Review	\$1,349
Temporary Encampments	\$2,434
Type III – Quasi-Judicial, Hearing Examiner	
Conditional Uses	\$4,530
Subdivisions, Preliminary	\$10,852
Subdivision Alterations, Major LSMC 14.18.060 (b) (2)	\$5,426
Shoreline Variances	\$4,025
Variances	\$4,025

Type IV – Quasi-Judicial, City Council with Hearing Examiner Recommendation	
Essential Public Facilities	\$4,530
Rezone, Minor – Site Specific Zoning Map Amendment	\$4,530
Secure Community Transition Facilities	\$4,530
Type V – Quasi-Judicial, City Council	
Right-of-Way Vacation	\$1,791
Type VI- Legislative, City Council with Planning Commission Recommendation	
Comprehensive Plan Amendment, Minor	\$3,793
Comprehensive Plan Amendment, Major Amendment (5-year cycle)	\$5,163
Development Agreement	\$3,561
Land Use Code Amendments (LSMC 14.16C.075)	\$3,561
Rezone, Major – Areawide Zoning Map	\$3,561

SEPA REVIEW	
SEPA Addendum	\$474
SEPA Appeal (to Hearing Examiner)	\$2,107 Hearing Examiner fee + hourly fee
SEPA, Environmental Impact Study (EIS)	\$1,264
SEPA, Planned Action Certification	\$853
Review of requested studies (including traffic, drainage, etc.)	\$253 (2 hour minimum) per study
SEPA Review (DNS or MDNS)	\$853
SEPA (Stand-alone Type II)	\$1,027

RIGHT-OF-WAY PERMIT FEES	
Fees for plan review and inspections are comprehensive, with two (2) corrections each; all additional plan review and inspections shall be charged at the hourly rate.	
Right-of-Way Permit – Private Enhancement in accordance with (LSMC 14.56.270)	\$126 + hourly cost after
Right-of-Way Permit – All Others	\$253 + hourly cost after
Road Cuts (required for pavement cuts where lane-width or greater roadway overlay is not required by the city)	\$5 per liner foot of roadway cut
Right-of-Way Work without inspection or permit	\$253 per instance
MISCELLANEOUS STAFF REVIEW & INSPECTIONS	\$126 (Staff) /\$221 (Director) hourly rate All fees are calculated at a one-hour minimum charge + hourly cost after

MISCELLANEOUS FEES	
APPEALS AND RECONSIDERATION	
Appeal, City Council	\$817

Appeal, Hearing Examiner	\$817 + Hearing Examiner Cost
Appeal, Shoreline Hearings Board	\$817
Contested Hearing (Code Enforcement)	\$369 + Hearing Examiner Cost
Reconsideration, Applicable Director	\$1,106
Reconsideration, Hearing Examiner	\$469 + Hearing Examiner fees
ANNEXATIONS	\$464 + hourly cost after
CONCESSIONS	
Background Check	\$70
Concession Agreement Review/Administration (lease rate)	Negotiated
Damage & Litter Deposit (refundable at end of contract)	Negotiated
Lease Rate	Negotiated
CONSULTANT FEES INCLUDING ATTORNEY REVIEW	Actual Cost + \$53 administrative fee
CRITICAL AREA REVIEW	Actual Cost + \$53 administrative fee
PERMIT EXTENSION	\$253
PERMIT REVISION	\$253 + hourly cost after

IMPACT FEES	
Park Mitigation Fees	
Single-family residences (e.g., single-family residence, duplex and manufactured home)	\$4,572
Multifamily residences with two or more bedrooms	\$3,306
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	\$2,104
School Mitigation Fees	
Lake Stevens Schools ¹	
Detached Single Family Residence	\$13,730/unit
Townhouse/Multiplex	\$2,627/unit
Multifamily(0-1 bedrooms)	0
Multifamily(2+ bedrooms)	\$741/unit
Snohomish Schools ¹	
Detached Single Family Residence	\$5,361/dwelling unit
Duplex/Townhouse	\$5,462/dwelling unit
Multi-Family (0-1 bedrooms)	0
Multi-Family (2+ bedrooms)	\$1,357/dwelling unit
Traffic Mitigation Fees	
Traffic Impact Zone 1	\$2,894

Traffic Impact Zone 2	\$3,655
Traffic Impact Zone 3	\$3,655
MISCELLANEOUS STAFF REVIEW	\$126 (Staff)/\$221 (Director) hourly rate. All fees are calculated at a two-hour minimum charge + hourly cost after.
Review of requested studies	\$253 + hourly cost after
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	\$58/tree
Lake Safety Marker – one time fee for the Lake Safety Program for buoy purchase	\$369
PRE-APPLICATION CONFERENCE FEE	\$885 (Fee is credited toward application fee over \$1000 at submittal if received within 12 months from date of pre-application)
RECORDING FEES	Direct Recording Costs + Staff Hourly Rate.

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

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

Table 1A: Building Permit Fees

Building Fees – Table 1A	
Total Value	Fee
Fees for permits include permit process, file management, payment processing, coordination and inspections which are comprehensive, with two (2) corrections each; all additional inspections, and submittals shall be charged at the hourly rate after two.	
\$1-\$1,000	\$66
\$1,001-\$2,000	\$66 first \$500 plus \$5 each \$100 or fraction

\$2,001-\$25,000	\$116 first \$2,001 plus \$21 each \$1,000 or fraction
\$25,001-\$50,000	\$606 first \$25,001 plus \$15 each \$1,000 or fraction
\$50,001-\$100,000	\$1046 first \$50,001 plus \$11 each \$1,000 or fraction
\$100,001-\$500,000	\$1,580 first \$100,001 plus \$8 each \$1,000 or fraction
\$500,001 and up	\$4,997 first \$500,001 plus \$6 each \$1,000 or fraction

Table B2: Schedule of Miscellaneous Building Permit Fees

Building Permit Fees – Table B2	
Miscellaneous Building Permit Fees	
Permit Type	Fee
Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate.	
Basic Plan Set-up fee	\$253 permit fee
Demolition	\$126 permit + \$126/hr (1hr min) and hourly whichever is greatest plan check
Fence/Retaining Wall	Table 1A based on value permit fee + 65% of permit fee or \$126/hr (1hr min) and hourly whichever is greatest plan check
Manufactured Home/ Residential/Commercial and Modular)	Table 1A based on value (placement, skirting and egress) permit fee + 65% of permit fee or \$126/hr (1hr min) and hourly whichever is greatest plan check
Certificate of Occupancy/Temporary Certification of Occupancy (no construction, update or reissue)	\$253/hr (2hr min) whichever is greatest permit + \$253 (2hr min) and hourly whichever is greatest plan check (if required)
Adult Family Home (WABO Review/Inspection ONLY)	\$253/hr (2hr min) whichever is greatest permit + \$253 (2hr min) and hourly whichever is greatest plan check (if required)
Revisions	\$253 (2hr min) and hourly whichever is greatest plan check
Permit or Plan Review Extension	\$253 permit fee
Inspection-overtime (overtime determined by the building official based on staff availability)	\$379 (2hr min at rate of \$190) and hourly whichever is greatest whichever greatest permit
Re-inspection (after 2 nd inspection, or cancellation after 7am notice)	\$126/hr and hourly whichever is greatest permit
Investigation-stop work and/or cease and desist)	2 times permit
Reinstatement of expired permits shall be determined by building official, shall not be across code cycles and within 1 year of expiration date without changes to plans	\$253 (2hr min) whichever greatest permit + \$126 (1hr min) and hourly whichever is greatest plan check
Deck, Dock	\$42/sq.ft. - uncovered \$47/sq.ft. - dock \$53/sq.ft. - covered

Unfinished basement (R-3)	\$26/sq.ft.
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Table B3: Mechanical and Plumbing Fees

Building Permit Fees – Table B3	
Mechanical and Plumbing Fees	
Permit Type	Fee
Fees for inspections are comprehensive, with two (2) corrections each; all additional inspections shall be charged at the hourly rate.	
Mechanical All types	Residential new -10% of building permit fee. Add/alter-\$211w/4 pieces of equipment over 4-\$16 each additional. Commercial - table 1A based on value of the equipment and installation. Add/alter not requiring plan check-\$211 w/4 pieces of equipment over 4-\$16 each additional.
Plumbing All types	Residential new-10% of building permit fee. Add/alter-\$211 w/4 pieces of equipment over 4-\$16 each additional. Commercial - table 1A based on value of the fixtures and installation. Add/alter not requiring plan check-\$211w/4 pieces of equipment over 4-\$16 each additional.

Building Permit Fees – Table C	
Plan Review Fees	
Permit Type	Fee
Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate. Valuation of plumbing and mechanical work for determining the plumbing and mechanical permit fees shall be based on the plumbing and mechanical work for each permit and listed for combination permits separately.	
Residential, (Duplex and IRC Townhomes)	65% of table 1A or \$126 (1hr min) whichever is greatest
Basic House plan check	See table 2B
Commercial, (Multi-Family and Mixed Use)	65% of table 1A or \$126 (1hr min) whichever is greatest
Plumbing & Mechanical-Commercial, Multi-Family and Mixed Use	40% of Plumbing & Mechanical permit fee or \$126 (1hr min) whichever is greatest
Other: All overtime plan review as determined by the building official based on staff availability	\$379 (2hr min at \$190 hourly) and hourly whichever is greatest plan check

Fire Department Commercial Plan Review	
Building Permit Table D - Fire Fees (SRFR) 2026 fees are hereby adopted by reference Table A)	
Plan Review Fees	
Total Value	Fee
Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate.	
New or Tenant Improvement Building Permits – Applies to all Occupancies except Group U (Adopt Snohomish Regional Fire & Rescue (SRFR) by reference. Section 2, table A Building Permit Fees	
Group R-3 or IRC Dwellings (regardless of valuation)	\$32
\$0-\$5,000	\$32
\$5,001-\$10,000	\$63
\$10,001-\$28,000	\$94
\$28,001-\$55,000	\$185
\$55,001-\$275,000	\$308
\$275,001-\$550,000	\$431
\$550,001-\$1,000,000	\$584
\$1,000,001-\$2,000,000	\$810
\$2,000,001-\$5,000,000	\$921
\$5,000,001-\$10,000,000	\$1,106
Over \$10,000,001 (Fee plus \$66 per \$500,000 prorated)	\$1,288

- C. Fire (SRFR) 2026 fees are hereby adopted by reference. See SRFR Tables A, B, C, D and E, F, G, H, I, J, K, L, M, N and O for Sprinkler and Alarm fees, Operational, Investigation, Miscellaneous, City Administrative 15% of Permit Fee, minimum \$32 and 5% Technology.
- D. Miscellaneous Building Permit Fees. Tables B2 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Section 3 Subsections A and B.

Section 4. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License:	
– Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime	Free
– Each dog or cat neutered or non-neutered, lifetime	\$21

– Senior Citizen (defined as being 62 years of age or older) owners, lifetime	Free
– Service and guide dogs, lifetime	Free
– Duplicate license for lost or destroyed dog/cat tag	\$4
– Duplicate license - Senior Citizen owners and Service/Guide Dogs	Free
– Other Code Violations: ■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. ■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
Impound Fees for Cost Recovery: – Dogs and cats (at police kennel)	\$26
– Animals	\$32
– Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements.	
– Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	Varies
Pasture/Waste Management Plan (Sec 5.18.040): See Table A Land Use Fees	

Section 5. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.

Table E: Schedule of Miscellaneous Police Fees & Fines

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

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

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works and Parks and Recreation Departments: Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee) Equipment/Assets: - Theft or Vandalism/Damage - Lost Items (applies when City items are leant out to events)	Refer to current billable rate schedule Actual Replacement Cost + 20% + Staff Time
Business Licenses: - Non-refundable Adult Entertainment (Cabaret) application fee - Adult Entertainment (Cabaret) Establishment (annual) - Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual) - Business License Registration, General Business - Business License Registration, Non-Resident - Business License Registration, Home Occupation - Business License Registration – Annual Renewal - Temporary business license Renewal - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol fingerprint processing fee License expires one year from date of application) - Live music and/or dance entertainment (annual) - Games (annual) - Pawnbroker and Second Dealers (annual)	\$105 \$527 \$53/person \$126 \$42 \$95 \$26 \$42 \$5 \$79 for the 1 st three employees, and \$11 for each additional employee \$53 \$53 \$527
- Washington State Department of Licensing’s Master License Service and Business license handling fees are here by adopted by reference only, fees assessed and collected by Department of Revenue (DOR). - Business license handling fee (fees shall be automatically amended by the State)	New Application \$19 Renewal \$11 DOR Processing \$50
Code Enforcement Review & Inspection Fees: Fee for review and inspections are comprehensive, with two	\$126 (Staff) /\$221 (Director) hourly rate. All fees are

Permit/Action	Fee or Fine (\$)
(2) corrections each, all additional review and inspections shall be charged at the hourly rate.	calculated at a two-hour minimum charge + hourly cost after.
Duplication of Public Records: (postage/delivery costs extra) For all records duplication regardless of format, first \$1 cumulative will be waived.	
- In-house Copying of City documents to pdf when original document is not in electronic format.	15¢/page/side
- Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery.	10¢/page/side \$1 extra for copy to CD
- Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations.	5¢ per each four electronic files or attachments plus 10¢ per gigabyte
- Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge	Actual Cost
- In-House duplication of City documents to CD, such as - Comprehensive Plan, Lake Stevens Municipal Code Title 14, - Urban Design Standards, Engineering Design and Development Standards, etc.	Actual Cost
- Documents or CDs printed by outside vendor	Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly)
- Maps - Duplication of maps less than 11"x17"	\$.15/page
- Maps - Duplication of maps greater than 11"x17" and	\$1 per square foot for in-house printing or actual cost if sent out to reproduce
- Special requests for plotted maps, aerials, plans, etc. (each)	
- Police Body Worn Camera Redaction of audio/video	\$0.84 per minute

Permit/Action	Fee or Fine (\$)
- Audio recordings of meetings: • Duplicated by Staff • Duplicated by outside vendor - Color photos (cost to reproduce) - Certified copy of a public record	\$1/tape/disc Actual cost to reproduce 40¢ \$5 for 1st Page and \$1 each after the 1st Page
Dishonored Check Fine (in payment of City services)	\$35
Technology Fee	A non-refundable technology fee of five (5) percent shall apply to all development services transactions excluding deposits, impact fees, State Building Code Council (SBCC) fees, consultant fees, attorney and Hearing Examiner fees.
Service Fee	A non-refundable service fee of three (3) percent shall apply to all payments made to the City except for payments made by cash/check, Boat launch kiosk fees, Police Department fees and charges related to duplication of public records.

Section 7. Parks and Recreation Fees. Fees for renting facilities and using recreational services and parks shall be as listed in this section.

Table G1: Mill Rental Fees

	Saturday or Sunday		Friday		Mon-Thurs	
	All Day	Hourly	All Day	Hourly	All Day	Hourly
Entire Mill	\$2000		\$1800		\$1500	
Hartford Hall	\$1500	\$150	\$1200	\$140	\$800	\$110
Hartford Hall w/ The Stack	\$1800	\$180	\$1500	\$160	\$1000	\$125
The Stack		\$100		\$80		\$75
Sawyers Room	\$1200	\$120	\$1000	\$100	\$700	\$85

Rental Add Ons	
A/V System Use	\$50/day
Microphone Use	Hard Wired \$25/day (per unit) Wireless \$50/day

Not For Profit Rental Fee: 20% discount (rounded up to the nearest dollar)

1. Not For Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. Groups must be registered as Not For Profit with the Secretary of State.
2. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

Table G2: Mill Deposits and Cancellation/Modification Fees

The Mill Deposits (refundable when the facility is returned to pre-rental condition and all rules and rental times are followed.

	Deposit	Add Alcohol	Deposit & Alcohol
Entire Mill or Two Rooms	\$500	\$500	\$1,000
Individual Rooms or Hourly	\$250	\$250	\$500

Cancellation Fee	\$250
Modification Fee (change in hours and/or days; not for adding hours before/after).	\$35

Table G3: Schedule of All Other Park Fees

	Number of shelters	Rate
Park Shelter/Facility		Rental fee
Lundeen Park	North or South Shelter (half)	\$125
	North and South - Full Shelter (both sides)	\$250
Lundeen Park Lakeside Shelter		\$225
North Cove Park Shelter		\$125
North Cove Park Observation Deck		\$125
Mill Outdoor Plaza Rental		\$125
All Shelters/Facilities – Half Day Rentals		\$75 (Available during peak season, April 1 through September 30.)
Cancellation Fee for Shelters/Facilities		\$25 if cancelled more than 14 days in advanced. No refunds 14 days or less from reservation date.
Reservation Date Modification		\$25 (Modifications cannot be made 14 days or less from reservation date.)
Other Park Fees		Rental fee
Eagle Ridge Community Garden Bed Rental (Annually)		\$50 \$25 ADA Bed (half size)
Athletic Fields - Grass		Adult Sports: \$30 every 2 hrs Youth Sports: \$20 every 2 hrs
Athletic Fields - Synthetic		Adult Sports: \$100/hr Youth Sports: \$80/hr
Pickleball Court		\$25/hr
Boat Launch Parking		\$10 for one day \$5 for three-hour parking
Boat Launch Annual Parking Pass		\$75 \$60 for Lake Stevens Residents (One per household)
Park Permit Fee		\$50 (Waived with Shelter/Facility Reservation)
Event Fees		See Land Use Fees Table A
Electricity Fees (15 amps includes when renting a shelter)		\$10/day – 15 amp service \$15/day – 30 amp service \$20/day – 50 amp service

Water – Single Bib Access, Limited Use	\$15/day
Water – Custom Requests	Negotiated
Recycle Containers (ClearStreams)	\$10/unit rental fee Actual Cost + 20% (replacement fee for unreturned or damaged units)
Boat Launch Closure	\$300 for first day \$150 for additional day(s)
Mill Spur Closure	\$240 for first day \$120 for additional day(s)
Technology Fee	3% Parks Technology Fee applies to all transactions except for: Invoices (including reimbursements and sponsorships), Vendors/Concessions, Electricity/Water Fees, and Hourly/Daily Boat Launch Parking Fees.

Section 8. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table IA: Stormwater Management Utility

Type	Impervious Area per Equivalent Service Unit	Annual Rate per
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$273 Year 2025 \$281 Year 2026 \$290 Year 2027
All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$273 Year 2025 \$281 Year 2026 \$290 Year 2027
Undeveloped ²	NA	No Charge
State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.
3. Surface water utility service charges are evaluated in accordance with LSMC Title 11.

4. A developed parcel will receive a minimum of one ESU.

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

Table IB: Lake Management Benefit Assessment

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

1. The lakefront lot assessment applies to each developed parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.
2. Lakefront lots developed with only a dock or other over the water structure are developed parcels.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

PASSED by the City Council of the City of Lake Stevens on the 10th day of, March 2026.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk