

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

February 8, 2022 - 6:00 PM

HYBRID MEETING - Two ways to participate:

- 1. In person at The Mill, Sawyers Room, 1808 Main Street, Lake Stevens OR**
- 2. Join Zoom Meeting: <https://us02web.zoom.us/j/87347322828>**
or call in at (253) 215-8782 Meeting ID 873 4732 2828

- | | |
|--|--|
| 1. Call to Order | Mayor |
| 2. Pledge of Allegiance | Mayor |
| 3. Roll Call | |
| 4. Approval of Agenda | Council President |
| 5. Guest Business | |
| 6. Citizen Comments | |
| 7. Council Business | Council President |
| 8. Mayor's Business | |
| 9. City Department Report | |
| A. Introduction of New Employees | Jeffrey Beazizo,
Russ Wright,
Anyia Warrington |
| B. Police Department Awards | Jeffrey Beazizo |
| 10. Consent Agenda | |
| A. 2022 Vouchers | Barb Stevens |
| B. City Council Meeting Minutes of January 18, 2022 | Kelly Chelin |
| C. City Council Meeting Minutes of January 25, 2022 | Kelly Chelin |
| D. Revised Interlocal Agreement for Municipal Road and Street Services with Snohomish County | Kelly Chelin |
| E. Distribution of Vessel Registration Fee Agreement | Jeffrey Beazizo |
| F. Amendment No. 3 to Professional Services Agreement with Feldman & Lee, P.S. for Public Defense Services | Kelly Chelin |

- G. Amendments to Lake Stevens Municipal Code Title 5 Jeffrey Beazizo

11. Action Items

- A. Appoint a Council Liaison to the School Board City Council

12. Executive Session

Confidential Session of
the Council

- A. Discussion of Potential Litigation per RCW 42.30.110 1
(i)

13. Adjourn

THE PUBLIC IS INVITED TO ATTEND

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

NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions.

BLANKET VOUCHER APPROVAL
2022

Payroll Direct Deposits	1/25/2022	\$261,908.17
Payroll Checks	54993-54994	\$4,215.37
Electronic Funds Transfers	ACH	\$167,219.74
Claims	54995-55097	\$424,346.11
Void Checks		
Total Vouchers Approved:		\$857,689.39

This 8th day of February 2022

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

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

February 8, 2022



City expenditures by type for this voucher packet		
Personnel Costs	\$ 266,124	31%
Payroll Federal Taxes	\$ 98,089	11%
Retirement Benefits - Employer	\$ 59,001	7%
Other Employer Paid Benefits	\$ 3,808	0%
Employee Paid Benefits	\$ 13,062	2%
Supplies	\$ 81,573	10%
Professional Services	\$ 157,462	18%
Refunds	\$ 807	0%
Capital *	\$ 177,765	21%
Total	\$ 857,689	100%

Large Purchases

* 24th St SE/91st Ave SE Construction Admin - \$9,104

* 91st Ave SE Ext/Water Line Relocation - \$159,469

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 01/20/2022 - 02/02/2022

Total for Period
\$591,565.85

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Alexander Printing Co Inc	71411	001 005 518 10 31 01	HR-Operating Cost	Business Cards - Rose	55001	\$36.84
Alexander Printing Co Inc	71411	101 016 544 90 31 01	ST-Office Supplies	Business Cards - Connolly/Waltz/Evans	55001	\$55.27
Alexander Printing Co Inc	71411	410 016 531 10 31 01	SW - Office Supplies	Business Cards - Connolly/Waltz/Evans	55001	\$55.27
					55001 Total	\$147.38
Amazon Capital Services	11MP-FTMF-YY7W	001 008 521 20 31 00	LE-Office Supplies	Webcam/Screen Protector	55002	\$34.71
Amazon Capital Services	11MP-FTMF-YY7W	001 008 521 20 31 02	LE-Minor Equipment	Canon DR-M160II Office Document Scanner	55002	\$6,332.52
Amazon Capital Services	14NG-TC6Q-L9K3	001 008 521 20 31 00	LE-Office Supplies	Ethernet Adapter	55002	\$13.51
Amazon Capital Services	167H-CX31-GPCQ	001 008 521 20 31 00	LE-Office Supplies	Trash Can/Display Port Cables	55002	\$207.08
Amazon Capital Services	19D9-C9VL-XKR6	001 008 521 20 31 01	LE-Fixed Minor Equipment	Shipping Tags Credit	55002	(\$63.20)
Amazon Capital Services	1JDH-QCHV-37MQ	001 008 521 20 31 00	LE-Office Supplies	USB Cables	55002	\$122.70
Amazon Capital Services	1NT6-RKLQ-JM61	001 008 521 20 31 00	LE-Office Supplies	Wireless Mouse (5)	55002	\$136.20
Amazon Capital Services	1TMG-W74D-RKVJ	001 008 521 20 31 01	LE-Fixed Minor Equipment	Safety Glasses	55002	\$68.68
					55002 Total	\$6,852.20
Amazon Capital Services	14NG-TC6Q-11GP	001 008 521 20 31 00	LE-Office Supplies	Surface Docks (2)	55003	\$609.71
Amazon Capital Services	14XT-FF76-97GJ	001 010 576 80 31 00	PK-Operating Costs	Flanged Tee Fitting/Ball Valves	55003	\$130.29
Amazon Capital Services	1CCT-Q376-CR1C	001 013 518 20 31 00	GG-Operating Costs	Batteries	55003	\$32.13
Amazon Capital Services	1DNN-JFQ4-FWXM	510 006 518 80 31 00	Purchase Computer Equipment	Lenovo Flex Laptops (6) with Laptop Bags	55003	\$5,879.46
Amazon Capital Services	1DNN-JFQ4-V337	001 007 571 00 30 00	PL-Park & Recreation	HDMI Adapter Ring Kits	55003	\$174.38
Amazon Capital Services	1HXN-T9C7-RC7J	101 016 544 90 31 02	ST-Operating Cost	Wrench/Screwdriver Set/Surge Protector/12V Battery Charger	55003	\$161.04
Amazon Capital Services	1JHP-1NQR-C3XT	001 007 558 50 31 02	PL-Permit Related Op. Costs	Pens for Permit Center	55003	\$13.03
Amazon Capital Services	1KN1-Q31F-6QM9	001 005 518 10 31 01	HR-Operating Cost	HP Monitors (2)	55003	\$381.48
Amazon Capital Services	1MJT-QWP3-3MCT	001 012 575 50 31 00	CS- The Mill- Ops	Metal Counter Stools (4) - The Mill	55003	\$828.40
Amazon Capital Services	1MR9-7K49-KY93	101 016 544 90 31 01	ST-Office Supplies	Metal Clipboards	55003	\$20.34
Amazon Capital Services	1MR9-7K49-KY93	410 016 531 10 31 01	SW - Office Supplies	Metal Clipboards	55003	\$20.34
Amazon Capital Services	1PGT-7D6C-JJHJ	001 012 575 50 31 00	CS- The Mill- Ops	Metal Counter Stool (1) - The Mill	55003	\$147.14
Amazon Capital Services	1TPW-MTP3-FPDN	001 007 558 50 31 02	PL-Permit Related Op. Costs	Headphones for Permit Specialist	55003	\$21.80
Amazon Capital Services	1TXQ-KQCV-RRQT	001 008 521 20 31 02	LE-Minor Equipment	Surface Dock	55003	\$283.39
Amazon Capital Services	1YMP-6GJ3-Y19D	001 007 558 50 31 02	PL-Permit Related Op. Costs	Disposable Boot Covers for Inspectors	55003	\$42.48
					55003 Total	\$8,745.41
Cadman Materials Inc	5810536	410 016 531 10 41 03	SW - Street Cleaning	Street Sweeping Disposal	55004	\$997.12
Cadman Materials Inc	5813116	410 016 531 10 41 03	SW - Street Cleaning	Street Sweeping Disposal	55004	\$2,315.61
					55004 Total	\$3,312.73
Canon Financial Services Inc	27925839	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin	55005	\$285.26
Canon Financial Services Inc	27925842	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Lease CH Planning/Building	55005	\$76.91
Canon Financial Services Inc	27925842	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Lease CH Planning/Building	55005	\$76.91
Canon Financial Services Inc	27925842	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Planning/Building	55005	\$76.91
Canon Financial Services Inc	27954719	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	55005	\$11.39
Canon Financial Services Inc	27954719	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	55005	\$11.38
Canon Financial Services Inc	27954719	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	55005	\$11.38
					55005 Total	\$550.14
Carahsoft Technology Corp	IN1097341	001 013 518 20 31 00	GG-Operating Costs	Community Survey Platform	55006	\$32,700.00
					55006 Total	\$32,700.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
CDW Government Inc	Q563570	001 005 518 10 31 01	HR-Operating Cost	Lenovo Thinkpad (1)	55007	\$2,377.87
CDW Government Inc	Q563570	001 008 521 20 31 05	LE-Equipment - New Officers	Lenovo Thinkpad (1)	55007	\$2,377.87
CDW Government Inc	Q563570	101 016 544 90 31 02	ST-Operating Cost	Lenovo Thinkpad (1)	55007	\$2,377.87
CDW Government Inc	Q563570	510 006 518 80 31 00	Purchase Computer Equipment	Lenovo Thinkpads (2)	55007	\$4,755.73
CDW Government Inc	Q653223	520 008 594 21 63 00	Vehicles - Capital Equip	Brother Mobile Printer	55007	\$406.01
CDW Government Inc	Q714520	001 008 521 20 31 02	LE-Minor Equipment	Digital Microphone PO #1846	55007	\$109.93
CDW Government Inc	Q739490	510 006 518 80 49 14	LR - Barracuda Email Archive	Barracuda Email Archive Annual Fee	55007	\$9,445.85
CDW Government Inc	R355739	510 006 518 80 49 03	LR - Adobe Pro	Adobe Subscription	55007	\$10,302.18
55007 Total						\$32,153.31
Central Welding Supply Co Inc	EV299054	001 010 576 80 31 00	PK-Operating Costs	Steel Wire/Paint Markers/Tip Cleaner/Centrashield	55008	\$55.50
Central Welding Supply Co Inc	EV299054	101 016 544 90 31 02	ST-Operating Cost	Steel Wire/Paint Markers/Tip Cleaner/Centrashield	55008	\$55.51
Central Welding Supply Co Inc	EV299054	410 016 531 10 31 02	SW - Operating Costs	Steel Wire/Paint Markers/Tip Cleaner/Centrashield	55008	\$55.51
55008 Total						\$166.52
CI Technologies Inc	4285	001 008 521 20 41 01	LE-Professional Serv-Fixed	2022 IAPro Internal Affairs Annual Software Maint	55009	\$1,248.48
55009 Total						\$1,248.48
Cintas Loc 460	4106283569	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55010	\$160.52
Cintas Loc 460	4106283569	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55010	\$160.52
Cintas Loc 460	4106283569	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55010	\$160.53
Cintas Loc 460	4108956970	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55010	\$111.21
Cintas Loc 460	4108956970	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55010	\$111.21
Cintas Loc 460	4108956970	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55010	\$111.20
55010 Total						\$815.19
City of Everett	I22000848	410 016 531 10 41 01	SW - Professional Services	Fecal Coliform Analysis	55011	\$330.00
55011 Total						\$330.00
City of Marysville	POLIN 21-0042	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 12-2021	55012	\$2,506.10
55012 Total						\$2,506.10
Dallas Childrens Advocacy Center	CACC22-01242022-0061	001 008 521 40 49 01	LE-Registration Fees	Registration - Crimes Against Children Conf Dallas TX - Parnell	55013	\$650.00
55013 Total						\$650.00
David Evans and Associates Inc	502522	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 21-21 Krenz BLA	55014	\$1,410.50
55014 Total						\$1,410.50
Dept Graphics	11497	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Removal PD Motorcycle	55015	\$109.80
55015 Total						\$109.80
Dept of Licensing	012222 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 01/09/22 thru 01/22/22	55016	\$378.00
55016 Total						\$378.00
Dept of Retirement (Deferred Comp)	12522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$3,758.81
0 Total						\$3,758.81
Dept of Retirement PERS LEOFF	12522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$58,948.00
Dept of Retirement PERS LEOFF	12522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions- State	0	\$53.16
0 Total						\$59,001.16
Dept of Revenue EFT	Dec-21	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes - December 2021	0	\$207.00
0 Total						\$207.00
Dicks Towing Inc	18196549	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-01742	55017	\$126.27
55017 Total						\$126.27
Dreher	020222 DREHER	001 008 521 20 43 00	LE-Travel & Per Diem	Women in Law Enforcement Nashville TN Flight - Dreher J	55018	\$767.21
55018 Total						\$767.21
EASL Inc	LS-0222	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services	55019	\$5,001.09
55019 Total						\$5,001.09

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
EFTPS	35328953	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$98,088.87
					0 Total	\$98,088.87
Electronic Business Machines	AR210405	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	55020	\$19.93
Electronic Business Machines	AR210405	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	55020	\$19.93
Electronic Business Machines	AR210405	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - JMQ17151	55020	\$19.93
Electronic Business Machines	AR210627	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - JMQ10326	55020	\$102.17
					55020 Total	\$161.96
Employment Security Department	Q4 2021 ESD	501 000 517 60 49 00	Payment to Claimants	Q4 2021 ESD Benefit Payment	55021	\$5,406.90
					55021 Total	\$5,406.90
Farmers Equipment Co	BUR-2002995	001 010 576 80 48 00	PK-Repair & Maintenance	Repair Services 2010 Tractor	55022	\$471.60
Farmers Equipment Co	BUR-2002995	101 016 542 30 48 00	ST-Repair & Maintenance	Repair Services 2010 Tractor	55022	\$471.60
Farmers Equipment Co	BUR-2002995	410 016 531 10 48 00	SW - Repairs & Maintenance	Repair Services 2010 Tractor	55022	\$471.60
					55022 Total	\$1,414.80
Fawcett Plumbing Inc	011822 FAWCETT	003 007 558 50 49 00	Miscellaneous	BLD20214-0923 Plumbing Permit Credit	55023	\$33.39
					55023 Total	\$33.39
FBI - LEEDA	300056533	001 008 521 20 49 00	LE-Dues & Memberships	FBI-LEEDA Membership Dues - Ubert	55024	\$50.00
					55024 Total	\$50.00
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	54995	\$177.57
					54995 Total	\$177.57
Good To Go	26444306	101 016 543 30 43 00	ST-Travel & Meetings	Good To Go Toll - PW Vehicle Parts Pickup	55025	\$7.25
					55025 Total	\$7.25
Granite Construction Supply	93992	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - No Parking/Misc Streets	55026	\$412.82
Granite Construction Supply	93993	001 010 576 80 31 01	PK-Ops-Clothing	Pullover Sweatshirts	55026	\$50.50
Granite Construction Supply	93993	101 016 542 90 31 01	ST-Clothing	Pullover Sweatshirts	55026	\$50.51
Granite Construction Supply	93993	410 016 531 10 31 00	SW - Clothing	Pullover Sweatshirts	55026	\$50.51
Granite Construction Supply	93994	101 016 544 90 31 02	ST-Operating Cost	Corner Bolts/Flanged Nuts	55026	\$133.96
Granite Construction Supply	93995	001 010 576 80 31 01	PK-Ops-Clothing	Rain Jackets	55026	\$35.00
Granite Construction Supply	93995	101 016 542 90 31 01	ST-Clothing	Rain Jackets	55026	\$35.00
Granite Construction Supply	93995	410 016 531 10 31 00	SW - Clothing	Rain Jackets	55026	\$34.99
Granite Construction Supply	94035	001 010 576 80 31 01	PK-Ops-Clothing	Zip Up Hoodies	55026	\$94.32
Granite Construction Supply	94036	001 010 576 80 31 01	PK-Ops-Clothing	Zip Up Hoodies/Vests/Soft Shell Jackets	55026	\$205.71
Granite Construction Supply	94037	001 010 576 80 31 01	PK-Ops-Clothing	Vests	55026	\$21.50
					55026 Total	\$1,124.82
Granroth	011122 GRANROTH	410 016 531 10 26 00	SW - Clothing - Boot Allowance	Boots Reimbursement - Granroth	55027	\$311.26
					55027 Total	\$311.26
Greenwood Heating and AC	0122 GREENWOOD	003 007 558 50 49 00	Miscellaneous	BLD2021-0750 Refund - Cancelled Job	55028	\$73.00
Greenwood Heating and AC	0122 GREENWOOD	510 006 518 80 49 39	Miscellaneous Refunds Only	BLD2021-0750 Refund - Cancelled Job	55028	\$2.19
Greenwood Heating and AC	0122 GREENWOOD	633 000 589 30 00 03	State Building Permit Remit	BLD2021-0750 Refund - Cancelled Job	55028	\$6.50
					55028 Total	\$81.69
Hathaway	32555	001 005 518 10 31 01	HR-Operating Cost	Nameplate - Rose	55029	\$19.57
					55029 Total	\$19.57
HDR Engineering Inc	1200402824	304 016 595 30 60 00	TrestleHOV Lane	Engineering Services - 20th Street BAT Lane Impr	55030	\$3,171.64
					55030 Total	\$3,171.64
Heiner	011322 HEINER	001 000 382 10 00 01	The Mill - Deposit	LS21-Heiner The Stack Rental 01/13/22 Damage Deposit Refund	55031	\$100.00
					55031 Total	\$100.00
Hippie	011622 HIPPIE	001 000 382 10 00 01	The Mill - Deposit	LS21-Hippie The Stack Rental 01/16/22 Damage Deposit Refund	55032	\$100.00
					55032 Total	\$100.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Home Depot	1010318	001 010 576 80 31 00	PK-Operating Costs	Step Ladder Tread Tape	55033	\$25.99
Home Depot	1010318	101 016 544 90 31 02	ST-Operating Cost	Step Ladder Tread Tape	55033	\$25.99
Home Depot	1010318	410 016 531 10 31 02	SW - Operating Costs	Step Ladder Tread Tape	55033	\$25.99
Home Depot	1184869	001 010 576 80 31 00	PK-Operating Costs	Chain Link Posts/Top Rails/Pliers/C Links	55033	\$54.24
Home Depot	1184869	101 016 544 90 31 02	ST-Operating Cost	Chain Link Posts/Top Rails/Pliers/C Links	55033	\$54.25
Home Depot	1184869	410 016 531 10 31 02	SW - Operating Costs	Chain Link Posts/Top Rails/Pliers/C Links	55033	\$54.25
Home Depot	2012988	101 016 544 90 31 02	ST-Operating Cost	Towels/Goof Off/Graffiti Remover/Brushes/Gloves	55033	\$171.78
Home Depot	3012889	101 016 544 90 31 02	ST-Operating Cost	Towels/Goof Off/Graffiti Remover/Brushes/Gloves	55033	\$44.65
Home Depot	4012630	001 013 518 20 31 00	GG-Operating Costs	Gutter Cover	55033	\$4.11
Home Depot	5012534	001 013 518 20 31 00	GG-Operating Costs	Buckets/Step Stones	55033	\$32.10
Home Depot	6011000	410 016 531 10 31 02	SW - Operating Costs	Stainless Steel Sheet Metal Screws	55033	\$1.40
Home Depot	7010837	001 010 576 80 31 00	PK-Operating Costs	Commercial Door Closers/Elect Tape/Door Sweep	55033	\$93.75
Home Depot	7010837	101 016 544 90 31 02	ST-Operating Cost	Commercial Door Closers/Elect Tape/Door Sweep	55033	\$93.74
Home Depot	7010837	410 016 531 10 31 02	SW - Operating Costs	Commercial Door Closers/Elect Tape/Door Sweep	55033	\$93.75
55033 Total						\$775.99
Honey Bucket	552542661	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	55034	\$156.75
Honey Bucket	552550025	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	55034	\$123.50
Honey Bucket	552558615	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	55034	\$330.89
Honey Bucket	552558616	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	55034	\$274.45
Honey Bucket	552563427	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - North Cove Boat Launch	55034	\$274.45
55034 Total						\$1,160.04
HSA Bank	12522	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	54996	\$125.00
54996 Total						\$125.00
HW Lochner Inc	000017878-16	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	55035	\$9,103.76
55035 Total						\$9,103.76
Industrial Bolt & Supply Inc	775685-1	001 010 576 80 31 00	PK-Operating Costs	Sphag Sorb/Drill Bits/Connectors/Tubes/Disinfectant Spray	55036	\$193.63
Industrial Bolt & Supply Inc	775685-1	101 016 544 90 31 02	ST-Operating Cost	Sphag Sorb/Drill Bits/Connectors/Tubes/Disinfectant Spray	55036	\$193.64
Industrial Bolt & Supply Inc	775685-1	410 016 531 10 31 02	SW - Operating Costs	Sphag Sorb/Drill Bits/Connectors/Tubes/Disinfectant Spray	55036	\$193.64
Industrial Bolt & Supply Inc	776320-1	001 010 576 80 31 00	PK-Operating Costs	Cable Lubricant/Connectors/Primer/Flex Flaps	55036	\$194.52
Industrial Bolt & Supply Inc	776320-1	101 016 544 90 31 02	ST-Operating Cost	Cable Lubricant/Connectors/Primer/Flex Flaps	55036	\$194.52
Industrial Bolt & Supply Inc	776320-1	410 016 531 10 31 02	SW - Operating Costs	Cable Lubricant/Connectors/Primer/Flex Flaps	55036	\$194.52
55036 Total						\$1,164.47
International Assoc for Property & Evidence	L1891835	001 008 521 40 49 01	LE-Registration Fees	Registration - IAPE Evidence Mgmt Class - Smith	55037	\$395.00
55037 Total						\$395.00
J Thayer Co Inc	1571545-0	001 008 521 20 31 00	LE-Office Supplies	Toner	55038	\$143.64
J Thayer Co Inc	1571727-0	001 005 518 10 31 00	HR-Office Supplies	Calculator	55038	\$10.33
J Thayer Co Inc	1571727-0	001 013 518 20 31 00	GG-Operating Costs	Soap/Tissue/Post Its/Disinfectant/Paper Towels	55038	\$96.99
J Thayer Co Inc	1572534-0	001 010 576 80 31 00	PK-Operating Costs	File Storage/Paper Towels	55038	\$50.67
J Thayer Co Inc	1572534-0	101 016 544 90 31 02	ST-Operating Cost	File Storage/Paper Towels	55038	\$50.66
J Thayer Co Inc	1572534-0	410 016 531 10 31 02	SW - Operating Costs	File Storage/Paper Towels	55038	\$50.66
55038 Total						\$402.95
Jimmys Contractor Services Inc	1055112	001 013 518 20 31 00	GG-Operating Costs	Roof Repairs-1819 S Lake Stevens Rd Comm Building	55039	\$4,207.40
55039 Total						\$4,207.40
Johnson	010822 JOHNSON	001 000 382 10 00 01	The Mill - Deposit	LS22-Johnson The Stack Rental 01/08/22 Damage Deposit Refund	55040	\$100.00
55040 Total						\$100.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Kaiser Permanente	71333856	001 008 521 20 41 00	LE-Professional Services	New Employee Med Exam/Health Screening - Young	55041	\$660.00
					55041 Total	\$660.00
KnowBe4 Inc	INV167306	510 006 518 80 49 26	LR - KnowBe4 Cyber Security Tr	KnowBe4 Security Awareness Subscription	55042	\$1,854.09
					55042 Total	\$1,854.09
Lake Industries LLC	291344	101 016 544 90 31 02	ST-Operating Cost	Hauling Services - PW Yard Export	55043	\$84.00
					55043 Total	\$84.00
Lake Stevens Chamber of Commerce	02-2022 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 02-2022	55044	\$1,500.00
					55044 Total	\$1,500.00
Lake Stevens Police Guild	12522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	54997	\$1,122.00
					54997 Total	\$1,122.00
Law Office of Richard H Kaiser PLLC	4063	001 010 576 80 41 00	PK-Professional Services	Investigation Services	55045	\$575.00
Law Office of Richard H Kaiser PLLC	4063	101 016 542 30 41 02	ST-Professional Service	Investigation Services	55045	\$287.50
Law Office of Richard H Kaiser PLLC	4063	410 016 531 10 41 01	SW - Professional Services	Investigation Services	55045	\$287.50
					55045 Total	\$1,150.00
Lemay Mobile Shredding Inc	4733459S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	55046	\$12.33
Lemay Mobile Shredding Inc	4734943S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	55046	\$24.66
					55046 Total	\$36.99
LN Curtis & Sons	INV560292	001 008 521 20 31 01	LE-Fixed Minor Equipment	Womens Pants - Dreher J	55047	\$112.15
LN Curtis & Sons	INV560413	001 008 521 20 31 05	LE-Equipment - New Officers	New Deputy Cheif Uniform - Young	55047	\$574.92
					55047 Total	\$687.07
McLoughlin & Eardley Group Inc	260486	001 008 521 50 30 02	LE-Fleet Minor Equipment	Vehicle Spotlights/Install Kit	55048	\$763.75
					55048 Total	\$763.75
McManus	010922 McMANUS	001 000 382 10 00 01	The Mill - Deposit	LS21-McManus The Stack Rental 01/09/22 Damage Deposit Refund	55049	\$100.00
					55049 Total	\$100.00
Method Barricade & Construction Supply LLC	15120	101 016 544 90 31 02	ST-Operating Cost	U-Bolt Assembly	55050	\$81.90
					55050 Total	\$81.90
Monroe Correctional Complex	MCC2112.1280	001 010 576 80 31 00	PK-Operating Costs	DOC Work Crew 12-2021	55051	\$321.98
Monroe Correctional Complex	MCC2112.1280	101 016 544 90 31 02	ST-Operating Cost	DOC Work Crew 12-2021	55051	\$321.97
					55051 Total	\$643.95
National Construction Rentals Inc	6365976	302 010 594 76 61 12	PM - North Cove Phase 3	Temporary Fence Panels - 1804 Main St	55052	\$1,057.08
National Construction Rentals Inc	6396719	302 010 594 76 61 12	PM - North Cove Phase 3	Temporary Fence Panels - 1804 Main St	55052	\$1,057.08
					55052 Total	\$2,114.16
Nationwide Retirement Solution	12522	001 000 282 00 00 00	Payroll Liability Retirement	Employee and City Contributions - Nationwide	0	\$5,819.40
					0 Total	\$5,819.40
Newton	012922 NEWTON	001 000 382 10 00 01	The Mill - Deposit	LS21-Newton Sawyers Room Rental 01/29/22 Damage Deposit Refund	55053	\$100.00
					55053 Total	\$100.00
NextRequest Co	20519	510 006 518 80 49 19	LR - NextRequest - PRR	Annual NextRequest Platform Subscription	55054	\$12,465.20
					55054 Total	\$12,465.20
O Reilly Auto Parts	2960-311333	001 008 521 50 30 02	LE-Fleet Minor Equipment	Wiper Fluid - PD Vehicles	55055	\$10.44
					55055 Total	\$10.44
Ogden Murphy Wallace PLLC	858464	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 12-2021	55056	\$4,994.50
Ogden Murphy Wallace PLLC	858464	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 12-2021 PRR	55056	\$252.00
Ogden Murphy Wallace PLLC	858464	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 12-2021 Sewer	55056	\$8,920.20
					55056 Total	\$14,166.70
OSW Equipment & Repair LLC	516540	101 016 544 90 31 02	ST-Operating Cost	Conveyor Chain for Sander	55057	\$493.17
OSW Equipment & Repair LLC	516540	410 016 531 10 31 02	SW - Operating Costs	Conveyor Chain for Sander	55057	\$493.16
					55057 Total	\$986.33

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Pace Engineers Inc	81863	004 013 518 20 40 00	ARPA - Professional Services	Septage Receiving Treatment Facility Study ARPA	55058	\$10,897.25
					55058 Total	\$10,897.25
Puget Sound Clean Air Agency	Q1 2022 PSCAA	001 013 553 70 41 00	GG - Air Pollution	Q1 2022 Clean Air Assesment	55059	\$5,895.25
					55059 Total	\$5,895.25
Puget Sound Energy	22339471 0122	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	55060	\$1,148.28
Puget Sound Energy	24316495 0122	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	55060	\$604.84
Puget Sound Energy	24316495 0122	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	55060	\$604.84
Puget Sound Energy	24316495 0122	410 016 531 10 47 00	SW - Utilities	Natural Gas - City Shop	55060	\$604.83
Puget Sound Energy	24770236 0122	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - 10518 18th St SE	55060	\$381.13
Puget Sound Energy	3723810 0122	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	55060	\$288.76
					55060 Total	\$3,632.68
Purchase Power	01-2022 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	55061	\$24.07
Purchase Power	01-2022 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	55061	\$172.64
Purchase Power	01-2022 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	55061	\$1.64
Purchase Power	01-2022 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	55061	\$1.65
					55061 Total	\$200.00
Reece Construction Company	PROGRESS 10 REECE	307 000 382 20 00 00	Retainage Held	91st Ave SE Ext/Water Line Relocation Retainage	55062	(\$8,387.13)
Reece Construction Company	PROGRESS 10 REECE	307 000 595 30 60 00	Project Construction Account	91st Ave SE Ext/Water Line Relocation	55062	\$167,856.13
					55062 Total	\$159,469.00
Schedler	021722 SCHEDLER	001 008 521 20 43 00	LE-Travel & Per Diem	ARIDE Training Mt Vernon - Meal Perdiem Schedler	55063	\$36.00
					55063 Total	\$36.00
Seitz	011522 SEITZ	001 000 382 10 00 01	The Mill - Deposit	LS21-Seitz Sawyers Room Rental 01/15/22 Damage Deposit Refund	55064	\$100.00
					55064 Total	\$100.00
Semaphore Corporation	44615	001 006 518 80 41 00	IT-Professional Services	Site Survey - Project Mgmt/Network Engineering	55065	\$2,250.00
					55065 Total	\$2,250.00
Setina Manufacturing Co Inc	238941	001 008 521 50 30 02	LE-Fleet Minor Equipment	Seat Belt Buckle End Release	55066	\$17.15
					55066 Total	\$17.15
Sherwin-Williams Co	6514-9	001 012 575 50 31 00	CS- The Mill- Ops	Paint/Brush/Knife - The Mill	55067	\$55.95
Sherwin-Williams Co	6519-8	001 012 575 50 31 00	CS- The Mill- Ops	Paint/Rags/Mini Painting Kit - The Mill	55067	\$65.18
					55067 Total	\$121.13
Snohomish Co-Op Inc	306636	001 010 576 80 31 00	PK-Operating Costs	Premium Fuel	55068	\$10.61
Snohomish Co-Op Inc	306636	101 016 544 90 31 02	ST-Operating Cost	Premium Fuel	55068	\$10.62
Snohomish Co-Op Inc	306636	410 016 531 10 31 02	SW - Operating Costs	Premium Fuel	55068	\$10.62
					55068 Total	\$31.85
Snohomish County PUD	100595959	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	55069	\$8.30
Snohomish County PUD	100595959	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	55069	\$1,124.88
Snohomish County PUD	100595959	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	55069	\$196.50
Snohomish County PUD	100598282	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	55069	\$310.66
Snohomish County PUD	100598282	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	55069	\$310.65
Snohomish County PUD	100598282	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	55069	\$310.65
Snohomish County PUD	109015632	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	55069	\$69.30
Snohomish County PUD	115609723	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	55069	\$17.17
Snohomish County PUD	115610203	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	55069	\$78.57
Snohomish County PUD	115610203	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	55069	\$78.54
Snohomish County PUD	115610203	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	55069	\$78.54
Snohomish County PUD	115613326	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	55069	\$53.18
Snohomish County PUD	122223947	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	55069	\$24.36
Snohomish County PUD	138632174	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	55069	\$50.27
Snohomish County PUD	138633395	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	55069	\$35.06

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	141958518	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	55069	\$88.39
Snohomish County PUD	141961903	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	55069	\$97.35
Snohomish County PUD	148591397	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	55069	\$70.45
Snohomish County PUD	151880646	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	55069	\$7.83
Snohomish County PUD	151880646	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Electric	55069	\$488.41
Snohomish County PUD	155131320	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	55069	\$393.20
Snohomish County PUD	161493296	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	55069	\$67.62
Snohomish County PUD	164707505	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	55069	\$171.42
Snohomish County PUD	167908024	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	55069	\$78.05
55069 Total						\$4,209.35
Snohomish County Sheriffs Office	2021-7163	001 008 523 60 41 00	LE-Jail	Jail Services 12-2021	55070	\$22,874.65
55070 Total						\$22,874.65
Sound Publishing Inc	EDH946155	001 010 576 80 41 00	PK-Professional Services	Legal Ad- RFQ S Lake Stevens Rd Multi Use Path Phase II	55071	\$120.64
Sound Publishing Inc	EDH946510	001 007 558 50 31 02	PL-Permit Related Op. Costs	Legal Notice - LUA2021-0202 MSR Communities	55071	\$144.60
Sound Publishing Inc	EDH946553	001 007 558 50 31 02	PL-Permit Related Op. Costs	Legal Notice - LUA2021-0161 Dunham PRD Subdivision and CUP	55071	\$101.60
Sound Publishing Inc	EDH946774	001 007 558 50 41 03	PL-Advertising	Legal Ad - RFP Rec Opp or Comm Classes within City	55071	\$251.24
Sound Publishing Inc	EDH946775	001 007 558 50 41 03	PL-Advertising	Legal Ad - RFP Comm Events & Festivals	55071	\$256.40
Sound Publishing Inc	EDH946912	001 007 558 50 31 02	PL-Permit Related Op. Costs	Legal Notice - LUA2022-0004 Vine Maple East Final Short Plat	55071	\$63.76
Sound Publishing Inc	EDH947184	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0210/0211/0212 JM1 Holdings LLC	55071	\$132.56
55071 Total						\$1,070.80
Sound Safety Products Co Inc	45038/6	410 016 531 10 26 00	SW - Clothing - Boot Allowance	Boots - Bailey	55072	\$313.93
Sound Safety Products Co Inc	452144/1	101 016 542 30 26 00	ST - Clothing - Boot Allowance	Boots - Stone	55072	\$234.95
Sound Safety Products Co Inc	452150/1	101 016 542 30 26 00	ST - Clothing - Boot Allowance	Boots - Caswell	55072	\$247.03
Sound Safety Products Co Inc	452818/1	101 016 542 30 26 00	ST - Clothing - Boot Allowance	Boots - McNabb	55072	\$325.00
Sound Safety Products Co Inc	452820/1	410 016 531 10 26 00	SW - Clothing - Boot Allowance	Boots - Ubert R	55072	\$325.00
Sound Safety Products Co Inc	453308/1	001 010 576 80 26 00	PK-Clothing - Boot Allowance	Boots - Anderson	55072	\$325.00
Sound Safety Products Co Inc	453517/1	410 016 531 10 31 00	SW - Clothing	Chore Boots - Granroth	55072	\$159.20
Sound Safety Products Co Inc	453538/1	101 016 542 30 26 00	ST - Clothing - Boot Allowance	Boots - Nedrow	55072	\$325.00
Sound Safety Products Co Inc	453542/1	101 016 542 90 31 01	ST-Clothing	Safety Hoodie/Jacket/Hoodie - Nedrow	55072	\$229.45
Sound Safety Products Co Inc	453546/1	101 016 542 90 31 01	ST-Clothing	Jacket/Safety Hoodies - MacDonald	55072	\$299.72
Sound Safety Products Co Inc	453695/1	001 010 576 80 26 00	PK-Clothing - Boot Allowance	Boots - Eustace	55072	\$317.30
Sound Safety Products Co Inc	454590/1	101 016 542 30 26 00	ST - Clothing - Boot Allowance	Boots - Evans	55072	\$322.79
Sound Safety Products Co Inc	45533/6	001 010 576 80 31 01	PK-Ops-Clothing	Jacket/Pullover Hoodie - Young	55072	\$87.88
Sound Safety Products Co Inc	45534/6	001 010 576 80 26 00	PK-Clothing - Boot Allowance	Boots - Young	55072	\$325.00
55072 Total						\$3,837.25
Sound Security Inc	1038061	001 008 521 20 41 01	LE-Professional Serv-Fixed	Prox Cards PD	55073	\$149.88
Sound Security Inc	1039496	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	55073	\$196.46
Sound Security Inc	1039496	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	55073	\$385.00
Sound Security Inc	1039496	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	55073	\$571.04
Sound Security Inc	1039496	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	55073	\$196.47
Sound Security Inc	1039496	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	55073	\$196.47
55073 Total						\$1,695.32
State Auditors Office	L146042	001 004 514 23 41 00	FI-Professional Service	2020 Accountability/Federal Audit	55074	\$848.25
55074 Total						\$848.25
Summit Law Group PLLC	133169	001 011 515 41 41 03	Ext Consult - Labor Relations	General Labor Matters 12-2021	55075	\$100.50
55075 Total						\$100.50

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Technological Services Inc	21833	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation/Brake Inspect PT-21-93	55076	\$180.79
Technological Services Inc	22197	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Battery Recharge A-21-96	55076	\$39.80
Technological Services Inc	22268	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation/Brake Inspect PS-17-71	55076	\$118.25
Technological Services Inc	22290	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids I-18-77	55076	\$79.44
Technological Services Inc	22311	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation/Brake Inspect PT-21-97	55076	\$178.37
Technological Services Inc	22326	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Battery Replacement/Fluids PT-17-75	55076	\$492.95
Technological Services Inc	22357	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Battery Replacement I-17-76	55076	\$471.98
Technological Services Inc	22363	001 008 521 20 48 00	LE-Repair & Maintenance Equip	New Tire (1) PT-19-83	55076	\$189.87
55076 Total						\$1,751.45
Thyssenkrupp Elevator Corporation	3006408444	001 008 521 50 47 00	LE-Facility Utilities	Elevator Service - 1825 S Lake Stevens Rd	55077	\$901.30
Thyssenkrupp Elevator Corporation	3006408444	001 013 518 20 47 02	GG-Utilities for Rentals	Elevator Service - 1819 S Lake Stevens Rd	55077	\$901.30
55077 Total						\$1,802.60
Transpo Group USA Inc	27462	101 016 542 30 41 02	ST-Professional Service	On-Call Engineering Services Task #01	55078	\$3,895.00
55078 Total						\$3,895.00
TransUnion Risk and Alternative Data Solutions Inc	4016011-202201-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	55079	\$81.76
55079 Total						\$81.76
Tri Tech Forensics Inc	602388	001 008 521 20 31 01	LE-Fixed Minor Equipment	WA State Patrol DWI Speciment Kits	55080	\$155.65
55080 Total						\$155.65
ULINE	143462072	001 010 576 80 31 00	PK-Operating Costs	Thermal Gloves/Wire Machine Guard Post/Dolly	55081	\$233.24
ULINE	143462072	101 016 544 90 31 02	ST-Operating Cost	Thermal Gloves/Wire Machine Guard Post/Dolly	55081	\$233.23
ULINE	143462072	410 016 531 10 31 02	SW - Operating Costs	Thermal Gloves/Wire Machine Guard Post/Dolly	55081	\$233.23
ULINE	143578528	001 010 576 80 31 00	PK-Operating Costs	Desks/Tables/2-Drawer File Cabinet	55081	\$978.53
ULINE	143578528	101 016 544 90 31 01	ST-Office Supplies	Desks/Tables/2-Drawer File Cabinet	55081	\$978.53
ULINE	143578528	410 016 531 10 31 01	SW - Office Supplies	Desks/Tables/2-Drawer File Cabinet	55081	\$978.53
ULINE	143648541	001 010 576 80 31 00	PK-Operating Costs	Desks/2-Drawer File Cabinet/Chair/Gloves	55081	\$1,385.04
ULINE	143648541	101 016 544 90 31 01	ST-Office Supplies	Desks/2-Drawer File Cabinet/Chair/Gloves	55081	\$1,385.03
ULINE	143648541	410 016 531 10 31 01	SW - Office Supplies	Desks/2-Drawer File Cabinet/Chair/Gloves	55081	\$1,385.03
55081 Total						\$7,790.39
United Rentals North America Inc	202073586-001	001 010 576 80 45 00	PK-Equipment Rental	Articulating Boom Rental - Boat Launch 1702 Main St	55082	\$897.33
55082 Total						\$897.33
UPS	0000074Y42032	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55083	\$18.32
UPS	0000074Y42042	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55083	\$37.21
55083 Total						\$55.53
Urban Graphics LLC	102513	101 016 544 90 31 02	ST-Operating Cost	WA Standard Books Volumn 1 & 2	55084	\$234.75
55084 Total						\$234.75
Vantagepoint Transfer Agents - 108991	682251	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	54998	\$435.73
54998 Total						\$435.73
Vantagepoint Transfer Agents - 307428	682255	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp-Employee & City Contributions	54999	\$1,714.69
54999 Total						\$1,714.69

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Verizon Northwest	9896315929	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	55085	\$294.70
Verizon Northwest	9896315929	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	55085	\$42.65
Verizon Northwest	9896315929	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	55085	\$47.10
Verizon Northwest	9896315929	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	55085	\$79.20
Verizon Northwest	9896315929	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	55085	\$84.20
Verizon Northwest	9896315929	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	55085	\$131.30
Verizon Northwest	9896315929	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	55085	\$368.47
Verizon Northwest	9896315929	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	55085	\$488.11
Verizon Northwest	9896315929	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	55085	\$244.24
Verizon Northwest	9896315929	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	55085	\$568.20
Verizon Northwest	9896315929	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	55085	\$568.20
Verizon Northwest	9896315929	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	55085	\$568.20
					55085 Total	\$3,484.57
WABO	42228	001 007 558 50 31 02	PL-Permit Related Op. Costs	WABO Website Job Posting - Building Inspector II	55086	\$50.00
					55086 Total	\$50.00
Waltz	011122 WALTZ	410 016 531 10 31 00	SW - Clothing	Boots Reimbursement - Waltz	55087	\$325.00
					55087 Total	\$325.00
Washington State Dept of Enterprise Svcs	731111948	001 008 521 20 31 00	LE-Office Supplies	Miranda Cards for PD	55088	\$54.72
					55088 Total	\$54.72
Washington State Dept of Natural Resources	9158892	001 010 576 80 41 00	PK-Professional Services	Forest Land Assessment	55089	\$31.00
					55089 Total	\$31.00
Washington State Parks & Recreation Comm	020222 DREHER	001 008 521 21 31 00	LE-Boating Minor Equipment	Boater Education Card Application Fee - Dreher	55090	\$10.00
					55090 Total	\$10.00
Washington State Patrol	I22003925	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	55091	\$206.50
					55091 Total	\$206.50
Washington State Support Registry	12522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$344.50
					0 Total	\$344.50
Weed Graafstra & Associates Trust Account	012522 TRUST(1)	304 016 595 30 60 01	79th Ave SE Access Road	Settlement to Dan Siegel	55000	\$2,500.00
Weed Graafstra & Associates Trust Account	012522 TRUST(2)	304 016 595 30 60 01	79th Ave SE Access Road	Settlement to Alfred Tozer	55000	\$1,000.00
					55000 Total	\$3,500.00
White	013022 WHITE	001 000 382 10 00 01	The Mill - Deposit	LS21-White The Stack Rental 01/30/22 Damage Deposit Refund	55092	\$100.00
					55092 Total	\$100.00
Willards Pest Control Co	375503	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	55093	\$69.76
					55093 Total	\$69.76
WM Corporate Services Inc	0897152-4968-9	410 016 531 10 45 00	SW - Dumpster Service	Dumpster Service - 12699 36th St NE	55094	\$124.00
					55094 Total	\$124.00
Youngren	011522 YOUNGREN	001 000 382 10 00 01	The Mill - Deposit	LS21-Youngren The Stack Rental 01/15/22 Damage Deposit Refund	55095	\$100.00
					55095 Total	\$100.00
Zachor Stock & Krepps Inc PS	22-LKS-0001	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 01-2022	55096	\$13,818.48
					55096 Total	\$13,818.48
Ziply Fiber	01-2022 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	55097	\$217.92
Ziply Fiber	01-2022 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	55097	\$60.48
					55097 Total	\$278.40



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

January 18, 2022, at 6:00 p.m.
By Remote Participation via Zoom

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

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Mary Dickinson, Anji Jorstad and Steve Ewing

ELECTED OFFICIALS ABSENT: Marcus Tageant (Arrived at 6:01 p.m.)

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Interim Public Works Director Aaron Halvorsen, Police Chief Jeff Beazizo, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, Deputy City Clerk Caitlin Weaver and City Attorney Greg Rubstello

MOTION. Councilmember Frederick made a motion, seconded by Councilmember Dickinson, to excuse Councilmember Tageant from the workshop. The motion passed 6-0-0-0.

Councilmember Tageant joined the meeting at 6:01 p.m.

Mill Policy Use

Director Wright explained based on feedback from customers and other users, the city has purchased additional tables and chairs for the Stack for easier setup; added acoustic panels in the Sawyers Room; and is increasing parking with the Mill Spur project. The staff are looking to simplify video systems and cordless microphones and working on improved storage solutions. Staff are also considering ways to improve customer service and provide greater flexibility for scheduling, based on staff availability, which will improve mid-year with the addition of dedicated custodians.

Upcoming Council Retreat

Council and staff discussed the agenda for the upcoming Council retreat on February 11 and 12, 2022.

Trip to Washington D.C.

Council discussed a trip to Washington D.C. to meet with legislators. They also discussed attending either the National League of Cities Conference and/or the Smart Cities Conference in Washington D.C. later this year.

In Person Council Meetings

Council discussed keeping the meetings in the hybrid format. After discussion, the Council agreed to keep the workshops virtual and the regular meetings in the hybrid format.

Highway 204/9 Landscaping

Interim Director Halverson reviewed WSDOT's landscaping details as part of the roadway improvements at State Route 9 and State Route 204. City staff have reviewed and approved these plans to be within the requirements of the City Beautification Plan.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

January 25, 2022, at 6:00 p.m.

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

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

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Marcus Tageant and Steve Ewing

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Interim Public Works Director Aaron Halvorsen, Police Chief Jeff Beazizo, Human Resources Director Anya Warrington, City Clerk Kelly Chelin and City Attorney Greg Rubstello.

Call to Order:

The Mayor 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:

City Clerk Chelin stated that there would be action after the executive session this evening. Director Wright stated that he would like to add an action item to discuss a letter for support of the Transportation package to the State Legislators.

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

Mayor Gailey stated that he met with the Sno-Isle Director and read a press release statement into the record about the library.

Citizen Comments:

Sue Fernald, Lake Stevens. Ms. Fernald asked for some language to be added to the agenda for pending or continued items.

Melissa Knaak, Lake Stevens. Ms. Knaak thanked the Council for the work on the library.

Council Business:

Councilmember Jorstad stated that she was frustrated learning about the Library survey without being briefed first.

Councilmember Dickinson reported that she volunteered at the food bank. She thanked Safeway for donating gift cards.

Councilmember Petershagen agreed with comments made by Councilmember Jorstad. He would like more dialogue with Council. He also attended the utility committee meeting. There is an open seat on the Lake Stevens Sewer District Board.

Councilmember Daughtry stated that he attended the SCCIT (Snohomish County Committee for Improved Transportation) meeting. Also, the Youth Advisory Council presented to the Rotary and did a great job.

Councilmember Tageant stated that he was excited to hear the press release on Sno-Isle tonight. He also attended the utility committee meeting.

Councilmember Ewing reported that he attended the Library Board meeting. He met with the new Sno-Isle Library Manager for Lake Stevens. He also stated that the press release regarding the library is encouraging.

Mayor Business:

Mayor Gailey reported that staff is working on the Public Works Accreditation.

Consent Agenda:

MOTION. Councilmember Frederick made a motion, seconded by Councilmember Daughtry, to approve the consent agenda.

Councilmember Jorstad asked a few questions regarding the vouchers. Staff will follow-up.

The motion passed 7-0-0-0.

The consent agenda included the following:

- 2022 Vouchers
- 2021 Vouchers
- City Council Meeting Minutes of January 4, 2022
- City Council Meeting Minutes of January 11, 2022
- 2022 Long Range PCD Work Program
- 2022 Park Board/Park Division Work Program
- Board and Commission Reappointments

Action Items:

Snohomish Conservation District ILA

Stormwater Coordinator Farrant explained that the City has partnered with the Snohomish Conservation District (SCD) for 9 years on a variety of different projects and technical assistance. In the past 5 years, the SCD has been working with the City to implement and execute programs, education and outreach, and project specific implementation to assist the City with NPDES permit compliance and other operations and maintenance tasks (e.g., beaver deterrent infrastructure implementation).

Each year the City and SCD will outline a scope of services to be performed by the SCD. The annual scope of services will depend on the City's need for assistance in carrying out NPDES required programs or technical assistance. The scope of services will be reviewed and amended on an annual basis based on the City's need and budget.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Frederick, to approve the Snohomish Conservation District Interlocal Agreement as long as its reevaluated at the end of the year, every year, for value. The motion passed 7-0-0-0.

New item added:

Director Wright explained that staff is looking for support on a transportation package letter that would support funding for the US2 Trestle as well as other projects.

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Daughtry, to cooperate and sign a letter of support for the transportation package. The motion passed 7-0-0-0.

Executive Session:

The meeting was recessed to executive session at 6:36 p.m. to discuss Potential Litigation per RCW 42.30.110 (1) (i) and Performance of a Public Employee per RCW 42.30.110 (1) (g) for approximately 30 minutes. There will be action.

Councilmember Tageant left the meeting briefly at 7:00 p.m.

At 7:06 p.m., the executive session was extended for an additional 15 minutes.

At 7:22 p.m., the executive session was extended for an additional 15 minutes.

The meeting reconvened to regular session at 7:34 p.m.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Frederick, to approve the proposed Severance Agreement between the City and Eric Durpos reviewed in executive session and authorize the City Administrator to sign on behalf of the City. The motion passed 7-0-0-0.

Adjournment:

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Petershagen, to adjourn the meeting. The motion passed 7-0-0-0. The meeting adjourned at 7:35 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Council Agenda Date: 2/8/2022

Subject: Revised Interlocal Agreement for Municipal Road and Street Services with Snohomish County

Contact Person/Department: Kelly Chelin, Administration

Budget Impact: n/a

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign the revised Interlocal Agreement for Municipal Road and Street Services with Snohomish County

SUMMARY/BACKGROUND:

The attached Interlocal Agreement was approved at the December 14, 2021 Council meeting. When the agreement was prepared for signing, it was discovered that the City's rate was inadvertently left blank. The City rate has been filled in at 20% (see below) and is ready for approval by the City Council. No other changes were made to the agreement.

8.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the requesting party for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed each party's administrative rate. The County rate is currently set at 20% of the total labor cost to the County for those County employees performing Services for the City under this Agreement. **The City rate is currently set at 20%** of the total labor cost to the City for those City employees performing Services for the County under this Agreement.

Charges for administrative costs are in addition to charges for materials and equipment. This rate may be reasonably adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment of this Agreement.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Revised Aid Agreement for Street and Road Maintenance - LAKE STEVENS

INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF LAKE STEVENS

This INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF LAKE STEVENS (this “Agreement”), is made and entered into, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF LAKE STEVENS, a Washington municipal corporation (the “City”) pursuant to Chapter 39.34 RCW.

RECITALS

A. Pursuant to an Interlocal Agreement for Municipal Road and Street Services within the City of Lake Stevens (hereinafter “the Original Agreement”) dated November 15, 2013, the County has historically performed street and road services for the City.

B. The County and the City agree that it is mutually beneficial for the County and the City to continue working together cooperatively. Pursuant to this Agreement, chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207, the City and County wish to both provide and receive street and road services from one another.

C. It is the intention of the parties that the duties and obligations of this Agreement substitute for, and supersede the duties and obligations of, the Original Agreement as set forth in Section 17.1 below.

D. Pursuant to Section 4 below, the requesting party shall reimburse the performing party for its actual costs incurred in performing the requested services, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

AGREEMENT

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

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207. The purpose and intent of this Agreement is for the County and the City to work together to design and construct small capital projects on City and County streets and bridges and to maintain City and County streets and bridges.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 14 below; PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Doug McCormick, P.E., County Engineer
Snohomish County Public Works
3000 Rockefeller Avenue M/S 607
Everett, WA 98201

City's Initial Administrator:

Eric Durpos, Public Works Director
City of Lake Stevens
1820 Main Street
Lake Stevens, WA 98258

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

4. Scope of Services.

The scope of the road and street services (the "Services") includes but shall not be limited to the following:

- a. Construction of small capital projects on City or County streets and bridges, not subject to mandatory competitive bidding, as determined by the City or County, and which do not exceed \$10,000 for a single project or activity as established by state law.
- b. Maintenance services on City or County streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- c. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City or County.

5. Process for Delivery of Services.

5.1 Submission of Work Orders. If the City or County (the “requesting party”) desires that the other party perform (the “performing party”) any of the Services, the requesting party shall submit to the performing party’s Administrator, or his or her designee, a Work Order in substantial form to that attached hereto in Appendix C. The performing party shall complete a Work Order in which it shall describe in detail the Services to be performed and shall state the desired completion date. The performing party may in its sole discretion require additional information from the requesting party, including but not limited to, a road plan and profile or sketches. Neither party shall submit any Work Orders for which the cost for design, right-of-way acquisition, construction, or maintenance are reimbursable with Federal funds or Federal grants.

5.1.1 Work Orders for Winter Maintenance. Either party, at its own discretion, may submit an annual Work Order for winter maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the requesting party desires winter maintenance services to be performed. Unless otherwise notified by the requesting party, the performing party will conduct winter maintenance operations on the roads and streets identified in the plan at those times the performing party has mobilized winter operations in the general area. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to initiate a response to snow and ice events.

5.1.2 Work Orders for Ongoing Maintenance. Either party, at its own discretion, may submit an annual Work Order for ongoing maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the requesting party desires ongoing maintenance and describe in detail the maintenance operations requested. Unless otherwise notified by the requesting party, the performing party will conduct ongoing maintenance operations on the requesting party’s roads and streets identified in the plan. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to initiate the performance of ongoing maintenance operations.

5.1.3 Work Orders for Emergency Response Services. Either party, at its own discretion, may submit an annual Work Order for emergency response services. Any such annual Work Order shall include a plan identifying triggering emergency events and the routes on which the requesting party desires emergency response services as well as describe in detail the emergency operations requested. Unless otherwise notified by the requesting party, the performing party will conduct emergency response operations on the roads and streets identified in the plan upon the occurrence of an emergency event. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to

initiate the response to an emergency event.

5.2 Response to Work Orders. Upon receipt of a Work Order, the performing party shall review the Services requested therein. In its sole discretion, the performing party may agree to accept or reject the Work Order. Should the Work Order be rejected, the performing party shall make a notation to that effect on the Work Order and return it to the requesting party. Should the Work Order be accepted, the performing party shall (1) make a notation to that effect on the Work Order, and (2) prepare an Estimate of the time and costs for the requested Services as well as the time and cost of preparing said Estimate, which it will attach to the Work Order. The Estimate is non-binding and does not constitute a bid or contract maximum, and the requesting party shall remain liable for the entire actual cost as described in Section 8 below. Once the Estimate has been attached to the Work Order, the Work Order and Estimate shall be returned to the requesting party.

5.3 Notice to Proceed. Upon receipt of a responsive Work Order and Estimate the requesting party may issue a written Notice to Proceed authorizing the performing party to perform the requested Services. The issuance of a Notice to Proceed shall constitute a representation by the requesting party that (1) it finds the Estimate acceptable, and (2) sufficient funds are appropriated to cover the cost of the Services.

5.4 Performing Party. Upon issuance of a Notice to Proceed, the Administrators or their designated agents shall finalize working procedures associated with the delivery of the Services. The performing party shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the requesting party, PROVIDED HOWEVER that the performance of work shall be subject to availability of personnel, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the performing party. The performing party shall notify the requesting party of any inability to perform under this Agreement, including postponement of Services due to workload constraints.

5.5 Changes to Work Orders by the Requesting Party. The requesting party may make changes to the requested Services by submitting a new Work Order outlining in detail the desired changes to the Services. The performing party, in its sole discretion, may accept or reject the new Work Order, PROVIDED HOWEVER that the acceptance is not required where the requesting party is terminating work pursuant to Section 14.2 below. The requesting party shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and striping costs and any non-cancelable costs.

5.6 Changes to Work Orders by the Performing Party. After issuance of a Notice to Proceed, the performing party shall provide the requesting party with written notification of any changes to the Work Order required by the performing party when such changes will substantially alter the nature of the Services or the Estimate. The performing party shall obtain the requesting party's written approval to any such changes before implementing them.

5.7 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their respective Administrators to accept, deny, and negotiate the Work Orders described in this Section 4, including any associated increase, decrease, or other change to the costs of the Services.

6. Services Provided.

6.1 Lead Agency. The County shall serve as the lead agency for the Services provided by the County. The City shall serve as the lead agency for Services provided by the City.

6.2 Services. The performing party shall solely determine the schedule for the Services. The performing party will provide the requesting party with a full and complete copy of any construction design plans. The performing party shall segregate the costs of the Services from other work they may be performing.

6.3 Independent Contractor. The performing party shall perform the work as an independent contractor and not as an agent, employee, or servant of the other party. The performing party shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the performing party.

7. Cooperation by Requesting Party.

7.1 Agreement to Cooperate. The requesting party shall cooperate in completing the Services. The requesting party shall make its personnel, including but not limited to its Police and Public Works Department staff, available at reasonable times and upon reasonable advance notice, for purposes of facilitating the performance of the Services, including but not limited to any safety planning meeting the performing party schedules for purposes of discussing traffic control issues. Upon request by the performing party's Administrator or his or her agent and before any work is commenced, the requesting party shall order the temporary closing to traffic of all roads and streets, or portions thereof, as deemed necessary by the performing party, in its sole discretion, to perform the Services.

7.2 Grant of Access. The requesting party certifies that it owns the real property or right-of-ways upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The requesting party further grants to the performing party, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the requesting party and those rights-of-way and WSDOT rights-of-way that the requesting party is responsible for maintaining that are necessary or convenient for the performing party to access in performing the Services.

7.3 Coordination with WSDOT and Utilities. Should, in providing the Services, it become necessary or convenient for the performing party to enter in, on, over, under or above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the performing party shall notify the requesting party,

and the requesting party shall cooperate in the efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

7.4 Permitting. At least thirty (30) days prior to the delivery of any requested Services, the requesting party shall obtain and provide to the performing party copies of all permits necessary for the Services.

7.5 Party's Powers. Nothing contained herein shall be construed as in any way divesting either party of any of its powers with respect to the supervision, management, and control of roads and streets within its boundaries.

8. Payment by Requesting Party.

8.1 Actual Costs. The performing party shall be reimbursed in full by the requesting party for the actual costs of the Services provided on a time and materials basis plus an administrative overhead charge as described in Section 8.2 below. The performing party agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the requesting party. In computing the cost of the use of machinery and equipment, the performing party shall charge the requesting party for the full cost to the performing party of rental machinery and equipment and any operator furnished therewith and/or the performing party's equipment rental rate on performing party-owned machinery and equipment.

8.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the requesting party for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed each party's administrative rate. The County rate is currently set at 20% of the total labor cost to the County for those County employees performing Services for the City under this Agreement. The City rates is currently set at ____ of the total labor cost to the City for those City employees performing Services for the County under this Agreement. Charges for administrative costs are in addition to charges for materials and equipment. This rate may be reasonably adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment of this Agreement.

8.3 Invoicing and Payment. The performing party shall invoice the requesting party or its designee for all Services performed by the performing party. The requesting party shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The performing party shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice. Unless the requesting party delivers written notice to the performing party disputing the amount of a particular invoice, the requesting party shall make payment on all invoices submitted by the performing party within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

8.4 Records. The parties shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

9. Indemnification/Hold Harmless.

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Liability Related to Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the performing party does not assume liability or responsibility for or in any way release the requesting party from any liability or responsibility which arises in whole or in part from the existence or effect of the requesting party's ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, policy, rule or regulation is at issue, the requesting party shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the requesting party shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its obligations from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

12. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

13. Default and Remedies.

13.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

13.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 13.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

14. Early Termination.

14.1 30 Days' Notice. Except as provided in Section 14.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 14, the City and County shall pay for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County and County shall notify the other within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs.

Termination costs charged shall not exceed the actual costs incurred as a result of early termination. No payment shall be made for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the other party.

15. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

16. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

17. Miscellaneous.

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, including but not limited to the Original Agreement PROVIDED HOWEVER, that the parties' duties and obligations under the Original Agreement regarding insurance and indemnification shall survive as to any claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, known or unknown, for injury, sickness, disability or death to persons or damage to property or business, arising prior to the Effective Date of this Agreement. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

17.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

17.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in

and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

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

17.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

17.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

17.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

17.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

17.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

17.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

17.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

17.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

17.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last party to sign.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of Lake Stevens, a Washington
municipal corporation

By _____
County Engineer

By _____
Title:

Approved as to Form:

/s/ George Marsh 10/06/2021
Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

[The remainder of this page is intentionally left blank.]

APPENDIX A
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division

Work Operations (Estimates provided on a per project basis)	
Drainage:	
• Catch Basin Routine Maintenance: Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.	
• Catch Basin Mechanical Cleaning: Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.	
• Culvert Cleaning, and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets.	
• Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.	
• Detention/Retention Basin Maintenance: Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.	
• Ditch Maintenance: Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.	
• Underground Retention/Detention Facility Maintenance: Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.	
Pavement Maintenance and Repair:	
• Crack and Joint Sealing: Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.	
• Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the channelization.	

• Installation, Maintenance and Repair of Guardrail: Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.
• Manual Pavement Patching: To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.
• Pavement Markings -Thermo-plastic/Durable: Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.
• Pavement Markings - Paint: Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.
• Sweeping & Cleaning Pavement with Mechanical Pickup Broom: Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.
• Traffic Sign Repair, Replacement, Maintenance and Installation: Repair, replace, maintain; or install new traffic signs to ensure that operational safety is maintained on the roadway system.
Shoulder Maintenance:
• Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.
• Shoulder Buildup Removal: Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.
Snow & Ice:
• Anti-Icing and De-icing Application, Liquids: Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.
• Plowing/Sanding/Solid Deicer Application: Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.
Vegetation:
• Control Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.
• Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.

• Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment: Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.
• Nuisance Vegetation Control - Manual: Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.
• Nuisance Vegetation Control - Mechanical: Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.
• Tree Trimming/Tree Canopy Maintenance: Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.
• Roadside Mowing: Mow with mechanical mower to control grass height and trim undesirable vegetation.

Other services provided:
• Call-out Response for urgent or emergency situations • Catch Basin/ Manhole Repair or Replacement • Chip Seals; Project or Patching • Culvert Repair or Replacement • Guidepost and Delineator Replacement • Hauling and Disposal of Waste Material • Hydro Seeding and Mulching • Instructor, Equipment Training and Other Training Courses • Maintenance and Repair of Concrete Structures • Mechanical Pavement Patching, Paverbox • Noxious Weed Control - Mechanical • Noxious Weed Control - Manual • Pavement Milling/Full Depth Repair (small, localized areas) • Pavement Patching with Subgrade Repair • Rip Rap and Cribbing Repair • Seeding, Mulching, and Planting including native species. • Shoulder Washout Repair • Slope Repair, Slide Clean up & Maintenance • Traffic Control for Mobile Operations • Traffic Control for Stationary Operations • Vector Waste Recycling/Disposal

APPENDIX B
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County – Bridge Operations

Work Operations (Estimates provided on a per project basis)
Bridge Inspection:
• Bridge Inspection Services: Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County’s performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.
Other services provided:

APPENDIX C
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division
Engineering Services Division – Bridge Group

Work Order Forms

Samples provided below are to be used for Work Order requests made to Snohomish County. Work Order request made to the City shall be provided on a City Work order form. The City Work Order form does not need to be identical to the County Work Order but should contain the same elements including an approval section.



ROAD MAINTENANCE AID AGREEMENT WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ Date Submitted: _____

Contact Info: _____ Requested Completion Date: _____

Authorized By: _____ Position/Title: _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description and/or Sketch) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWRoad@snoco.org

For Completion by Snohomish County Road Maintenance Division

Estimated Cost For Services: _____ Reimbursable Service Number: **RR** _____

Approved By:

RM Operations Manager: _____ Date: _____

RM Director: _____ Date: _____

Date of Completion: _____ By: _____



PUBLIC WORKS BRIDGE INSPECTION SERVICES WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ **Date Submitted:** _____

Contact Info: _____ **Requested Completion Date:** _____

Authorized By: _____ **Position/Title:** _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWBridge@snoco.org

For Completion by Snohomish County Engineering Services Division

County's Estimated Cost For Services: _____

County Reimbursable Service Number: **RR** _____

County Work Order Number: _____ (progressive number assigned by order of request)

Approved By:

Bridge Group Supervisor: _____ Date: _____

ES Director: _____ Date: _____

Date of Completion: _____ By: _____

CITY COUNCIL STAFF REPORT



Council Agenda Date: 2/8/2022

Subject: Distribution of Vessel Registration Fee Agreement

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: Receive 7%

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to Execute the Interagency Agreement

SUMMARY/BACKGROUND:

The Washington State Department of Licensing (DOL) collects vessel registration fees on an annual basis. After it retains the first 1.1 million dollars, the remainder is disbursed to Washington counties that have approved boating safety programs.

Lake Stevens receives funds from Snohomish County for the approved boating safety program. Between March 1, 2022 and February 28, 2025, Snohomish County agrees that within seventy-five days of an annual allocation from the state treasurer of vessel registration fee distributions, it shall deliver to Lake Stevens a treasurer's check equal to seven percent of the vessel registration fee distribution received by the County. Snohomish County and Lake Stevens agree that seven percent represents full payment of an equitable share.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2022-2025 Lake Stevens Distribution Agreement_Contract

**DISTRIBUTION OF VESSEL REGISTRATION FEE AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS**

This Distribution of Vessel Registration Fee Agreement ("Agreement"), is entered into by and between Snohomish County, a political subdivision of the State of Washington ("County"), and the City of Lake Stevens, a municipal corporation of the State of Washington ("Lake Stevens").

WITNESSETH THAT:

WHEREAS, pursuant to RCW 88.02.650, the Washington State Department of Licensing (DOL) collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what is collected and then distributes the remainder to Washington counties that have approved boating safety programs; and

WHEREAS, pursuant to WAC 352-65-050(2), the legislative authority of each county with an approved boating safety program is responsible for equitably distributing funds allocated by the state treasurer between local jurisdictions in compliance with the requirements of chapter 352-65 WAC; and

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the county and receive and maintain state park's approval for their boating safety program; and

WHEREAS, pursuant to WAC 352-65-050, the County must make the equitable distribution to all eligible jurisdictions within seventy-five days of the allocation from the state treasurer and notify state parks of the amount distributed to each eligible local jurisdiction; and

WHEREAS, the County has an approved boating safety program; and

WHEREAS, the County receives an annual allocation of vessel registration fees; and

WHEREAS, Lake Stevens has received and will maintain state parks' approval for its boating safety program and is eligible to receive an equitable share of the vessel registration fees upon execution of a cooperative agreement with the County; and

WHEREAS, the County and Lake Stevens desire to enter into a cooperative agreement,

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. Term. The term of this Agreement shall be for three years, commencing on March 1, 2022, and continuing through February 28, 2025.
2. County Obligations. The County agrees that within seventy-five (75) days of an annual allocation from the state treasurer of vessel registration fee distributions the County shall deliver to Lake Stevens a treasurer's check equal to seven percent (7%) of the vessel registration fee distribution received by the County. The parties agree that seven percent (7%) represents full payment of Lake Stevens' equitable share.

The parties agree that if the County does not receive an annual allocation from the state treasurer pursuant to RCW 88.02.650, this Agreement shall immediately terminate and the County shall have no further vessel registration fee distribution obligation to the City.

3. Lake Stevens Obligations.
 - a. Lake Stevens agrees to use the funds made available under this Agreement only for boating safety purposes as identified in WAC 352-65-040. Lake Stevens further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to supplant existing boating safety funding.
 - b. Lake Stevens certifies it will operate its boating safety programs throughout the term of this Agreement in compliance with the state's program requirements and will comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this Agreement.
 - c. Lake Stevens agrees to submit an annual report of activities performed and participate in statewide boating surveys as required by state parks.
4. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington. The parties stipulate that the venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.
5. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
6. Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express prior written consent of the other party, which may be granted or withheld in such party's sole discretion.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior oral or written agreements between the parties regarding the subject matter contained herein. No changes or additions shall be made to this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this agreement.

IN WITNESS WHEREOF the parties execute this Agreement this day of _____ 2022.

SNOHOMISH COUNTY

CITY OF LAKE STEVENS

County Executive

Mayor

RECOMMENDED FOR APPROVAL:

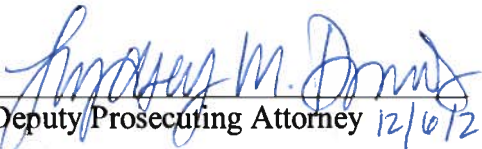
ATTEST:

Sheriff

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Deputy Prosecuting Attorney 12/6/21

City Attorney

County Risk Manager

CITY COUNCIL STAFF REPORT



Council Agenda Date: 2/8/2022

Subject: Amendment No. 3 to Professional Services Agreement with Feldman & Lee, P.S. for Public Defense Services

Contact Person/Department: Kelly Chelin, Administration

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Amendment No. 3 to Professional Services Agreement with Feldman & Lee, P.S. for Public Defense Services to Increase the fees by 6%

SUMMARY/BACKGROUND:

The City contracts with Feldman & Lee, P.S. for public defense services. The most recent contract was amended in December 2021 to extend the agreement to December 31, 2023. Feldman & Lee, P.S. is requesting a 6% increase to their monthly services. The City is currently paying \$10,000 a month and, with the 6% increase, the monthly amount would be \$10,600 a month. The firm has not had an increase to their monthly services since at least 2018.

This amendment does not prohibit future amendments for negotiated price increases.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Feldman & Lee Public Defense Services Amend No 3

**AMENDMENT NO. 3 TO CONTRACT FOR
PUBLIC DEFENSE SERVICES**

WHEREAS the City of Lake Stevens, a Washington municipal corporation ("City") and Feldman & Lee, P.S., a Washington corporation ("Attorney") entered into a contract for public defense services with an effective date of January 1, 2018; and

WHEREAS, said Contract was Amended to extend the expiration date to December 31, 2023; and

WHEREAS, the Consultant has requested a 6% increase in the monthly services paid by the City; and

NOW, THEREFORE City and Attorney agree as follows:

3.2 Payment.

City hereby retains the Attorney, and the Attorney agrees to the terms of this Agreement and in consideration the City agrees to pay attorney as follows:

3.2.1 Except as otherwise provided herein, City shall pay the Attorney for Services rendered under this Contract the sum of **\$10,600** per month for all services set forth in this contract.

Defense Services shall remain in full force and effect as originally agreed to.

DATED this xxx day of February, 2022.

CITY OF LAKE STEVENS By:

FELDMAN & LEE, P.S. By:

Brett Gailey, Mayor

James A. Feldman

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Council Agenda Date: 2/8/2022

Subject: Amendments to Lake Stevens Municipal Code Title 5

Contact Person/Department: Jeffrey Beazizo, Administration

Budget Impact: n/a

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance 1134 - Amendments to Lake Stevens Municipal Code, Title 5

SUMMARY/BACKGROUND:

The City has reviewed its dangerous dog code provisions and undertaken an update to bring the code into compliance with state law, as well as current practices and procedures. These amendments are administrative in nature and are primarily designed to create a more straightforward process for issuing declarations regarding potentially dangerous or dangerous dogs. Additional amendments include creating a new chapter related to rabies requirements that also tracks with state law requirements.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. LSMC Amendments

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1134

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON REPEALING AND REPLACING IN ITS ENTIRETY LAKE STEVENS MUNICIPAL CODE CHAPTER 5.28; RENAMING LSMC CHAPTER 5.36; ADDING A NEW SECTION TO LSMC CHAPTER 5.36 - INHERENTLY DANGEROUS AND WILD ANIMALS PROHIBITED; ADDING A NEW LSMC CHAPTER 5.10 - RABIES CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 16.08 RCW authorizes municipalities to adopt regulations related to potentially dangerous and dangerous dogs; and

WHEREAS, the City of Lake Stevens (“City”) adopted Ordinance 892 codified at Chapter 5.28 of the Lake Stevens Municipal Code (“LSCM”), which provided for regulations concerning dangerous animals; and

WHEREAS, certain references and processes in existing Chapter 5.28 are outdated and obsolete; and

WHEREAS, the City Council desires to amend Chapter 5.28 to update certain references and processes; and

WHEREAS, other provisions of Title 5 related to animal regulations are need to be updated and amended to reflect the amendments to Chapter 5.28; and

WHEREAS, the City Council believes that adoption of this Ordinance amending Title 5 as set forth herein is in the best interests of the public, health, safety, and welfare of the citizens of the City;

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

SECTION 1. Findings. The City Council hereby incorporates and adopts the foregoing recitals as findings of fact in support of adoption of this Ordinance.

SECTION 2. Amendment of Chapter 5.36 LSCM. Chapter 5.36 LSMC is hereby amended as follows:

Chapter 5.36 is hereby named: “Offenses Related to Cruelty; ~~and~~ Interfering with a Service Animal; and Inherently Dangerous Animals.”

SECTION 3. Amendment of Chapter 5.36 LSMC. Chapter 5.36 LSMC is hereby amended by the addition of a new LSMC Section 5.36.015 – “Inherently Dangerous and Wild Animals Prohibited”:

5.36.015 Inherently Dangerous and Wild Animals Prohibited.

(a) No person shall own any inherently dangerous animal or any wild animal (as defined in Section 5.08.010).

(b) Possessing an inherently dangerous or wild animal is a misdemeanor.

SECTION 4. Amendment of Title 5. Title 5 LSMC is hereby amended by the addition of a new Chapter 5.10 – Rabies Control, as set forth in Exhibit A, attached and incorporated herein.

SECTION 5. Amendment of Chapter 5.28 LSCM. Chapter 5.28 LSMC is hereby repealed and replaced in its entirety as described in Exhibit B, attached and incorporated herein.

SECTION 6. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 8. Effective Date and Publication. The summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this _____.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

By: _____
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: _____
Published: _____
Effective Date: _____

Exhibit A

LSMC Chapter 5.10

Rabies Control

5.10.010 Quarantine order.

Whenever the director of the Snohomish County department of public health has cause to suspect that an animal capable of transmitting rabies is infected with the disease, the director shall order a period of quarantine of not less than 10 days. The director shall notify in writing the owner or keeper of the infected animal of the quarantine order. The infected animal shall be quarantined by the regional animal service section in its shelter or upon the premises of the owner or licensed veterinarian where conditions of quarantine are strictly kept. The place of quarantine shall be at the discretion of the director, unless the animal had been exposed to rabies through a bite, in which case the animal shall be euthanized. Delivery of a copy of the quarantine order to some person of suitable age and discretion residing upon the premises where the animal is found shall be notice of the quarantine. Good cause for such an order of quarantine shall include, but is not limited to, evidence that the animal has bitten, or that there is reasonable certainty that the animal has bitten, a human being. During the period of quarantine, the officers, agents and employees of the regional animal service section, and other police officers, are authorized to enter any premises for the purpose of apprehending any such an animal and impounding the animal, except where the animal is kept upon the premises of the owner or licensed veterinarian as provided in this section.

5.10.020 Notice of rabies hazard – Quarantine period.

Whenever the director of the Snohomish County department of public health determines that rabies is currently a hazard to the public health in the city of Lake Stevens, by reason of the fact that a case of rabies has been diagnosed in any canine or feline animal, the director shall have the authority, on behalf of the city of Lake Stevens, to cause a notice of the hazard to be published in a newspaper of general circulation in the area for three successive days, which determination and notice shall declare the quarantine period and area. The quarantine period shall be 30 days after the last publication of notice; and it is a misdemeanor and is unlawful for any owner, or person entitled to custody of such an animal, to keep or harbor any animal capable of transmitting rabies unless securely confined by a leash or tight enclosure from which it cannot escape. Any animal capable of transmitting rabies found running at large during such a period shall be impounded and euthanized if ordered by the director of the Snohomish County department of public health or the director's agent. If apprehension and impounding by safe means is not possible, the animal may be euthanized summarily by the agent. The director of the Snohomish County department of public health may extend any such a quarantine period if deemed necessary by like additional determinations and notices.

5.10.030 Violation of quarantine.

It is a misdemeanor and is unlawful for any owner or person charged with the custody of any animal subject to a quarantine to permit any such animal to come in contact with any other animal or person or to run at large or to be removed from any quarantine premises without the consent of the director of public health.

5.10.040 Euthanizing of infected animals.

Any animal bitten by an animal found to be rabid by appropriate laboratory tests shall be euthanized if ordered of the director of the Snohomish County department of public health.

5.10.050 Vaccination order.

Whenever the director of the Snohomish County department of public health by order published in a newspaper of general circulation in the area for three successive days determines that conditions exist as indicated in this chapter in a specified area wherein it is necessary for the protection of the public health that animals capable of transmitting rabies be vaccinated within 30 days with antirabies vaccine, if ordered by the director, all such animals four months old or older shall be so vaccinated or euthanized at the option of the owner or keeper, and it is a misdemeanor and is unlawful for any owner, or person charged with the custody of such an animal, to fail or refuse to procure the vaccination within the specified time.

5.10.060 Enforcement.

The director of the Snohomish County department of public health is authorized to enforce the provisions of this chapter.

EXHIBIT B

LSMC Chapter 5.28

Potentially Dangerous and Dangerous Dogs

Sections:

- 5.28.010 Animal Bites to be Reported.
- 5.28.020 Aggressive Dogs.
- 5.28.030 Definitions.
- 5.28.040 Quarantine Responsibility.
- 5.28.050 Declaration of Potentially Dangerous Dog.
- 5.28.060 Declaration of Dangerous Dog.
- 5.28.070 Hearing procedure for a Dangerous or Potentially Dangerous Dog.
- 5.28.080 Requirements for Keeping a Potentially Dangerous Dog.
- 5.28.090 Requirements for Keeping a Dangerous Dog Pending an Appeal.
- 5.28.100 Dogs Declared Dangerous Prohibited.
- 5.28.110 Violation and Penalty.

5.28.010 Dog Bites to be Reported.

The owner of a dog or any person who is bitten by a dog, or the owner of a domestic animal bitten by a dog, or any doctor, veterinarian or hospital which has information that a person or domestic animal was bitten by a dog shall immediately report the event to the Animal Control Authority.

5.28.020 Aggressive Dogs.

All acts of aggression by a dog that is a potential or probable threat to the safety and welfare of the community shall be investigated by the Animal Control Authority.

5.28.030 Definitions.

Additional definitions are found in Chapter 5.08 LSMC.

- (a) "Appellant" means a person that has submitted a timely appeal of the Animal Control Authority's declaration of a dangerous dog or potentially dangerous dog.
- (b) "Dangerous dog" means any dog that:
 - (i) inflicts severe injury on a human being without provocation on public or private property; or
 - (ii) inflicts severe injury on or kills a domestic animal without provocation while the dog is off the owner's property, or
 - (iii) has been previously found to be potentially dangerous, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans.
- (c) "Potentially Dangerous Dog" means any dog that when unprovoked:
 - (i) inflicts a bite or bites on a human, pet, livestock or domestic animal (including poultry and water fowl) on either public or private property; or

(ii) chases or approaches a person on either public or private grounds in a menacing fashion or apparent attitude of attack; or

(iii) any dog with a known propensity, tendency, or disposition to attack unprovoked, or to cause injury or otherwise threaten the safety of humans, pets, or livestock on any public or private property.

(d) “Severe Injury” means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

5.28.040 Quarantine Responsibility.

(a) Every dog which bites a person must be quarantined according to this LSMC Section 5.28.040(a) for a period of 10 days. At the discretion of the Animal Control Authority, the quarantine may occur by:

- (i) Securing the dog on the owner’s premises with the approval of and under the supervision of the Animal Control Authority and not allowing said dog to run at large or to come in contact with any person or other animal. If at any time in the discretion of the Animal Control Authority, the owner is not securing and supervising the dog adequately for quarantine purposes, the Animal Control Authority may place or impound the dog pursuant to subsection (b) of this section; or
- (ii) Placing the dog in a veterinary hospital or impounding it to an approved shelter for a period of at least 10 days.

(b) Dogs quarantined under this section may not be transported outside of the city limits without the prior written permission of the Animal Control Authority.

5.28.050 Declaration of Potentially Dangerous Dog.

(a) The Animal Control Authority may find and declare a dog potentially dangerous if the Animal Control Authority has probable cause to believe that the dog falls within the definition set forth in Section 5.28.030(c). The declaration must be based upon:

- (i) The written complaint of a citizen who is willing to testify that the dog has acted in a manner which causes it to fall within the definition of a potentially dangerous dog in LSMC 5.28.030(c); or
- (ii) Dog bite reports filed with the Animal Control Authority; or
- (iii) Actions of the dog witnessed by the Animal Control Authority; or
- (iv) Other substantial evidence.

(b) The potentially dangerous dog declaration shall be in writing and shall be served on the dog owner in one of the following methods:

- (i) Certified mail to the owner’s last known address; or
- (ii) Personal service on the owner; or
- (iii) Any person of suitable age and discretion residing at the owner’s residence.

(c) A potentially dangerous dog declaration shall contain:

- (i) The description of the dog;
- (ii) The name and address of the owner, if known;
- (iii) The location of the dog if not in custody of the owner;
- (iv) The facts and RCW or LSMC section upon which the declaration of potentially dangerous dog is based;
- (v) The restrictions placed on the animal by LSMC Chapter 5.28;
- (vi) The availability of a hearing pursuant to LSMC 5.28.070 before the Marysville Municipal Court provided a written appeal is submitted to the court and the Lake Stevens Police Chief not more than five (5) business days after service of the potentially dangerous dog declaration; and
- (vii) That the service of a potentially dangerous dog declaration shall, unless timely appealed, be a final determination that the dog is a potentially dangerous dog. Failure to timely file a notice of appeal shall constitute a waiver of the right to appeal the determination of the declaration of potentially dangerous dog.

5.28.060 Declaration of Dangerous Dog.

- (a) The Animal Control Authority shall have authority to declare, classify and restrict dangerous dogs. Prior to the Animal Control Authority issuing its final declaration, the Animal Control Authority shall notify the owner in writing that the City intends to declare the dog dangerous (“intent to declare declaration”) and that the owner is entitled to an administrative review meeting with the City designee, at which meeting the owner may give, orally or in writing, any reasons or information as to why the dog should not be declared dangerous. The notice shall state the date, time, and location of the meeting, which must occur prior to expiration of fifteen calendar days following delivery of the notice. The owner may propose an alternative meeting date and time, but such meeting must occur within fifteen calendar days following the delivery of the notice. Within fifteen calendar days of such meeting, the City shall issue its final written determination.
- (b) After such administrative review meeting, the Animal Control Authority may find and declare the dog to be dangerous if the Animal Control Authority has probable cause to believe that the dog falls within the definition set forth in Section 5.28.030(b). The declaration must be based upon:
 - (i) The written complaint of a citizen who is willing to testify that the animal has acted in a manner which causes it to fall within the definition of Section 5.28.030(b); or
 - (ii) Dog bite reports filed with the Police Department; or
 - (iii) Actions of the dog witnessed by any Animal Control Authority; or
 - (iv) Other substantial evidence.
- (c) The intent to declare declaration, and the dangerous dog declaration, shall be in writing and shall be served on the owner in one of the following methods:
 - (i) Certified mail to the owner’s last known address; or
 - (i) Personal service on the owner; or
 - (ii) Any person of suitable age and discretion residing at the owner’s residence.

(d) The declaration shall state at least:

- (i) The description of the dog;
- (ii) The name and address of the owner, if known;
- (iii) The location of the dog if not in custody of the owner;
- (iv) The facts and RCW or LSMC section upon which the declaration of dangerous dog is based;
- (v) The restrictions placed on the animal by RCW 16.08.080 or LSMC Chapter 5.28;
- (vi) A summary of the potential penalties for violation of the restrictions;
- (vii) The availability of a hearing pursuant to LSMC 5.28.070 before the Marysville Municipal Court provided a written appeal is submitted to the court and the Lake Stevens Police Chief not more than five (5) business days after service of the dangerous dog declaration; and
- (viii) That the service of a dangerous dog declaration shall, unless timely appealed, be a final determination that the dog is a dangerous dog. Failure to timely file a notice of appeal shall constitute a waiver of the right to appeal the determination of the declaration of a dangerous dog.

5.28.070 Hearing procedure for dangerous or potentially dangerous dogs.

- (a) Appeal Submittal. Appeals, conforming to the requirements established in LSMC 5.28.070(b), shall be submitted to the Marysville Municipal Court and the Lake Stevens Police Chief.
- (b) Appeal Contents. An appeal pursuant to this chapter shall be in writing and shall address the following requirements:
 - (i) The names and addresses of all persons who will be participating in the appeal, along with their legal interest in the dog involved in the proceeding.
 - (ii) A brief statement of the specific action protested, together with any material facts related to this protest.
 - (iii) A brief statement of the outcome sought and the reason why the protested action should be reversed, modified, or otherwise set aside.
 - (iv) The appeal should be signed by the interested persons and include the following penalty of perjury statement by at least one of these persons:

I, _____, certify and declare under the penalty of perjury under the laws of the state of Washington the foregoing is true and correct.
 - (v) An appeal fee in the amount established by the City's fee schedule, which may be amended from time to time.
- (c) Hearing Date. Upon receipt of a timely filed notice of appeal, a hearing shall be scheduled not more than sixty (60) days from the date of the filing of the notice of appeal. Written notice of the

date of the hearing shall be sent to the appellants at least ten (10) days prior to the scheduled hearing date.

- (d) Failure to Appear – Default Order. The failure of the appellant to appear at the hearing shall result in a denial of the appeal and upholding of the declaration of dangerous dog or potentially dangerous dog.
- (e) Alternative Determination. Nothing prevents the appellant(s) and the City from reaching an amicable decision before or at the time of hearing.
- (f) Payment of Costs. If the court upholds the Animal Control Authority’s declaration of the dog, the owner must pay all costs and fees of confinement, impound and control. In addition, if the owner does not file a timely appeal, the restrictions imposed in connection with the declaration shall remain in effect for the life of the dog, unless sooner lifted by Animal Control Authority or a court of competent jurisdiction.
- (g) Hearing Procedure.
 - (i) Declaration Probable Cause. Dogs shall be found dangerous or potentially dangerous upon proof that the dog is as defined in Section 5.28.030 – established by the probable cause standard required for the declaration of the Animal Control Authority.
 - (ii) Presentation of Evidence. At the appeal hearing, the court shall take evidence relevant to the Animal Control Authority’s declaration and the appellant’s notice of appeal.
 - (iii) Burden of Proof and Standard of Review. The Animal Control Authority shall have the burden of proving that the dog is dangerous by a preponderance of the evidence.
 - (iv) De Novo Hearing. The owner of the dog may present evidence in defense of the animal. The court shall weigh the evidence presented by both the Animal Control Authority and the owner (if applicable). At the conclusion of the hearing, or within 10 business days of the conclusion of the hearing, the court shall issue a written order and may make the following determinations:
 - (1) The dog in question is a dangerous dog or potentially dangerous dog by a preponderance of the evidence;
 - (2) The dog in question is declared to be not dangerous or potentially dangerous.
 - (v) Decision of the Court. The decision of the Marysville Municipal Court shall be a final administrative decision appealable to the Snohomish County superior court within 30 days of the final written order.

5.28.080 Requirements for Keeping a Potentially Dangerous Dog.

The owner of a dog declared to be a potentially dangerous dog shall comply with the following conditions:

- (a) Confinement. Owner(s) are required to securely confine the dog on the owner’s property. “Confined” shall mean: secured indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of persons other than the owner and designed to prevent the animal from escaping; or, in a securely fenced yard with a locked gate. The pen or structure shall include shelter and protection from the elements and shall provide adequate exercise, light and

ventilation. Furthermore, the enclosed pen or structure shall be kept in a clean and sanitary condition.

- (b) Leash. The dog shall not be outside the proper enclosure unless the dog is humanely muzzled, restrained by a substantial chain or leash no more than 8 feet in length, and under physical restraint of a responsible person. The muzzle shall be made in a manner that shall not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or domestic animal.
- (c) Microchip. The owner shall be required to microchip their dog by a veterinarian of the owner's choice, at the owner's expense. The evidence documenting the placement of the microchip that is capable of being scanned by an "AVID" or equivalent brand microchip scanner shall be provided to the Animal Control Authority within fifteen (15) days after service of the potentially dangerous dog declaration.
- (d) Transfer of ownership. It is unlawful for an owner of a dangerous dog to sell, barter, or otherwise transfer the ownership, custody, or residence of the dog without first obtaining written approval from the Animal Control Authority.
- (e) Notification. The owner of a potentially dangerous dog shall immediately notify the Animal Control Agency when the dog is loose or unconfined off the premises of the owner.
- (f) Penalty. Failure of owner(s) to comply with any of the conditions imposed under this section may, in addition to other enforcement, result in the dog being immediately impounded.
- (g) Requirements Effective. These requirements take effect immediately upon service of the potentially dangerous dog declaration and remain in force, including during any appeal of the potentially dangerous dog declaration, until otherwise lifted by a court of competent jurisdiction or the Animal Control Authority. Further, these requirements are in addition to all other registration, vaccination, and other requirements contained in LSMC Title 5.

5.28.090 Requirements for keeping a dangerous dog pending an appeal.

The owner of a dog declared to be a dangerous and pending a timely appeal shall comply with the following requirements:

- (a) Insurance or Surety Bond. Pursuant to RCW 16.08.080, within fifteen (15) days of service of the dangerous dog declaration, the owner of the dog named in the declaration shall either post bond issued by a surety insurer qualified under Chapter 48.28 RCW in a form acceptable to the Animal Control Authority; in the sum of at least \$250,000 payable to any person injured by the dog; or obtain a policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least \$250,000 insuring the owner for any personal injuries inflicted by the dog.
- (b) Confinement. The owner is required to securely confine the dog on the owner's property. "Confined" shall mean: secured indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of persons other than the owner and designed to prevent the animal from escaping; or, in a securely fenced yard with a locked gate. The pen or structure shall include shelter and protection from the elements and shall provide adequate exercise, light and ventilation. Furthermore, the enclosed pen or structure shall be kept in a clean and sanitary condition.

- (c) Leash. The dog shall not be outside the proper enclosure unless the dog is humanely muzzled, restrained by a substantial chain or leash no more than 8 feet in length, and under physical restraint of a responsible person. The muzzle shall be made in a manner that shall not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or domestic animal.
- (d) Warning Signs. The owner is required to post signs for the duration the dog is on the premises to warn the public that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog.
- (e) Microchip. The owner shall be required to microchip their dog by a veterinarian of the owner's choice, at the owner's expense. The evidence documenting the placement of the microchip that is capable of being scanned by an "AVID" or equivalent brand microchip scanner shall be provided to the Animal Control Authority within fifteen (15) days after service of the dangerous dog declaration.
- (f) Transfer of Ownership. It is unlawful for an owner of a dangerous dog pending an appeal to sell, barter, or otherwise transfer the ownership, custody, or residence of the dog without first obtaining written approval from the Animal Control Authority. Request for approval to sell, barter, otherwise transfer the ownership, custody or residence of the dog shall be submitted at least thirty (30) days prior to the transfer and shall include who the dog is being transferred to, the address of that person, and when the transfer will occur.
- (g) Impoundment of Dangerous Dog. Any dangerous dog may be immediately impounded by the Animal Control Authority if:
 - (1) The dog is not validly registered under this section;
 - (2) The owner does not secure the liability insurance coverage required under this section;
 - (3) The dog is not maintained in a secure enclosure;
 - (4) The dog is outside the dwelling of the owner, or outside of the secure enclosure and not under physical restraint of the responsible owner; or
 - (5) Any and all other failures to abide by restraints imposed on the owner or violations of this section or the Lake Stevens Municipal Code.
- (h) Financial Responsibility. The owner of a dangerous dog shall pay all costs associated with enforcement of this section.
- (i) Penalty. An owner of a dangerous dog's failure to comply with the conditions imposed pursuant to this section shall be guilty of a gross misdemeanor.
- (j) Requirements Effective. These requirements take effect immediately upon service of the dangerous dog declaration and remain in force, including during any appeal of the dangerous dog declaration, until otherwise lifted by a court of competent jurisdiction or the Animal Control Authority. Further, these requirements are in addition to all other registration, vaccination, and other requirements contained in LSMC Title 5.

5.28.100 Dogs Declared Dangerous Prohibited.

- (a) Dogs declared to be dangerous dogs upon the conclusion of all appeal periods shall be immediately:
 - (i) Removed by the Animal Control Authority or Police Officer and impounded and held until it is destroyed in a humane manner; or
 - (ii) Be permanently removed from the limits of the City under written conditions agreed upon by the Lake Stevens Police Department.
- (b) Dogs declared to be dangerous, by the City of Lake Stevens or any other jurisdiction, are prohibited within the city limits of Lake Stevens.

5.28.110 Violation and Penalty.

Unless otherwise provided by Chapter 16.08 RCW or this chapter, failure to comply with any provision of this chapter, or violation of any provision of this chapter, is:

- (a) A misdemeanor subject to a jail term of not more than 90 days, a fine of not more than \$1,000, or both such fine and imprisonment; or
- (b) Subject to enforcement pursuant to Title 17 of the Lake Stevens Municipal Code.